

BOND SOLUTIONS IN MOTION LTD

TERMS AND CONDITIONS

These terms and conditions ("**Conditions**") apply to the Services provided by Bond Solutions In Motion Ltd, a limited company registered in England and Wales (company number 13051336) whose registered office is at 44 Newdown Road, Scunthorpe, England, DN17 2TX (referred to as "**Bond Solutions**" or "**we**" or "**us**") to the Customer.

These Conditions apply to all Services we provide. Please read these Conditions carefully before purchasing. If there is any conflict between these Conditions and any specific terms included in your Order Confirmation, then the Order Confirmation shall apply.

Please note that the Customer must insure the Goods. Bond Solutions does not insure Goods and the limitation of liability in clause 9 of these Conditions minimises the amount Bond Solutions would need to charge to recover its insurance costs or potential risk.

If you do not agree to these Conditions you must cease to continue to order any Services from us. Ordering any of our Services, will be deemed as conclusive acceptance of these Conditions. You shall be referred to these Conditions during the Order process and if you request our Services by Telephone Order, you shall be directly referred to these Conditions.

By instructing us to proceed with the Services you will be deemed to have accepted these Conditions.

1.1 Definitions

Abnormal Transport Terms: means the RHA Special Conditions for Carriage of Abnormal Indivisible Loads, annexed to these Conditions at Schedule 1.

Business Day: means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: means the charges payable by the Customer for the Services provided by Bond Solutions.

CMR: means the Convention for the International Carriage of Goods by Road signed at Geneva on 19 May 1956

Conditions: means the terms and conditions set out in this document as amended from time to time in accordance with clause 24.

Consignment: means a consignment of the Goods identified in the Customer's Order Confirmation pursuant to Clause 2.5.

Contract: means the contract between Bond Solutions and the Customer for the supply of the Services in accordance with the Order Confirmation, the Abnormal Transport Terms, the Standard Transport Terms, the Standard Storage Terms and these Conditions.

Customer: means the person or firm who orders the Services from Bond Solutions.

Customer Equipment: means any equipment, systems, or facilities provided by the Customer and used directly or indirectly in the supply of the Services.

Dangerous Goods: means

(a) those substances and articles the carriage of which is prohibited by the provisions of the European Agreement Concerning the International Carriage of Dangerous Goods by Road (**ADR**) as applied in the United Kingdom or authorised only under the conditions prescribed in accordance therewith;

(b) any weapons, drugs, poison, damaging articles or substance or any article or substance likely to encourage vermin or other pests or likely to cause infection;

(c) any Goods which, although not included in (a) and (b) above, in the sole opinion of Bond Solutions present a similar hazard (including but not limited to: chemicals, any substance which is hazardous, corrosive or inflammable, oil-based paints, thinners, white spirit, fuels (including but not limited to gas cylinders, petrol, diesel, or oil except for fuel inside locked fuel tanks on vehicles, machines, plant or machinery), and explosives (including but not limited to firearms, bullets or other ammunition, cartridges and detonators)).

Data Protection Legislation: means the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

Delivery Location: has the meaning given in clause 6.2.

Delivery Surcharge(s): means any additional charge(s) for a timed Consignment delivery or collection, as advised by Bond Solutions to the Customer.

Distribution Services: means carriage of any Goods (including abnormal load transportation) by land by Bond Solutions.

Effective Time: means the time at which the employment of any person (or liabilities relating to that person) are transferred to Bond Solutions under TUPE.

Employee: means a person employed or previously employed by the Transferor and who is, or whose rights are, affected by the TUPE Transfer.

Force Majeure Event: means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident;

- (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
- (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
- (i) interruption or failure of utility service.

Goods: means the goods and any part thereof to which the Contract relates.

Inward TUPE Transfer: means a situation where Bond Solutions is (or is expected to be) a transferee for the purposes of TUPE as a result of providing services to or for the benefit of the Customer (or intending to do so).

Limit: means a limit per tonne gross weight of that part of the Goods in respect of which a claim arises.

Tariff: means the set Charges for all Services made known to a particular Customer.

Losses: means any losses, claims, judgements, costs (including costs of enforcement and reasonable and properly incurred legal costs), damages, awards, charges, demands, customs duties taxes, proceedings, penalties, fines, expenses and/or any other liabilities incurred or sustained (including, in the case of Bond Solutions, loss of or any detrimental variation to its Operator's Licence).

Operator's Licence: means Bond Solutions' goods vehicle operator's licence with licence number []

Order: means a request for specific Services by the Customer in writing.

Outward TUPE Transfer: means a situation where Bond Solutions is (or is expected to be) a transferor for the purposes of TUPE as a result of the transfer of operations carried out for the Customer.

Quotation Form: means the form issued by Bond Solutions setting out a quotation for Services.

Bond Solutions Equipment: means any equipment, including tools, systems, or facilities, provided by Bond Solutions or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Customer.

Services: means all services which Bond Solutions has agreed to provide under the Contract as set out in the Order Confirmation, including but not limited to abnormal load escort services, road transport consultancy, Transport Management Services, mounted crane services, Storage Services and Distribution Services, together with any other services which Bond Solutions provides or agrees to provide to the Customer, which will be subject to these Conditions .

Storage Services: means storage of any Goods by Bond Solutions.

Store: means Bond Solutions' warehouse or storage facility used to provide the Storage Services.

Standard Storage Terms: means the RHA Conditions of Storage, annexed to these Conditions at Schedule 3.

Standard Transport Terms: means the RHA Conditions of Carriage, annexed to these Conditions at Schedule 2.

Telephone Order: means a verbal request for specific Services by the Customer by telephone or through Bond Solutions' automated booking system.

Transferee: means a transferee as defined by TUPE.

Transferor: means a transferor as defined by TUPE.

TUPE: means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (and any successor legislation) and also includes any other legislation under which employment or liabilities arising from employment transfer by operation of law.

Transport Management Services: means the transport management and consultancy services provided by Bond Solutions to the Customer, and any other professional services as set out in the Order Confirmation.

Transport Unit: means, in the case of Distribution Services, any device used for the carriage, transportation or storage of the Goods.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

VAT: means value added tax chargeable under English law for the time being and any similar additional tax.

Waste: bears its general meaning and also includes "Waste" and "Directive Waste" as defined legislatively.

1.2 Interpretation

(a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a party includes its personal representatives, successors and permitted assigns.

(c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

(d) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(e) A reference to writing or written includes fax but not email.

(f) The Schedules form part of these Conditions and shall have effect as if set out in full in the body of these Conditions and any reference to these Conditions includes the schedules.

(g) Headings in these Conditions shall not affect their interpretation.

(h) Any obligation in these Conditions on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

(i) In the event of any conflict between these Conditions, the Abnormal Transport Terms, the Standard Storage Terms and the Standard Transport Terms, the terms of these Conditions shall prevail.

(j) If CMR applies to the Services provided and CMR does not contain any provisions relating to an aspect of the Contract or an issue between Bond Solutions and the Customer then, insofar as any of the Conditions do not derogate from CMR, these Conditions shall apply to that aspect or issue.

2. Basis of contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 If there is any conflict between these Conditions and any specific terms included in the Order Confirmation, then the Order Confirmation shall apply.

2.4 An Order or Telephone Order in response to a Quotation Form constitutes an offer by the Customer to purchase the Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order, or any Telephone Order are complete and accurate and acknowledges that they have been referred to these Conditions by Bond Solutions prior to placing an Order or Telephone Order.

2.5 The Order shall only be deemed to be accepted when Bond Solutions issues a written acceptance of the Order or Telephone Order ("**Order Confirmation**"), or (if earlier) if Bond Solutions starts to provide the Services requested by the Customer in the Order or Telephone Order, at which point the Contract shall come into existence.

2.6 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.7 Any samples, drawings or advertising produced by Bond Solutions and any descriptions or illustrations contained in Bond Solutions' catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Transport Units or Stores referred to in them. They shall not form part of the Contract nor have any contractual force.

2.8 In addition to these Conditions, depending on the Services provided by Bond Solutions to the Customer, the Abnormal Transport Terms, the Standard Storage Terms and the Standard Transport Terms will apply to those Services.

2.9 A quotation for the Services set out in a Quotation Form shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

3. Commencement and Duration

- 3.1 The Services supplied under the Contract shall be provided by Bond Solutions to the Customer from the date of Bond Solutions' acceptance of the Customer's offer to purchase the Services, in accordance with clause 2.5.
- 3.2 Subject to clause 12, the Services supplied under the Contract shall continue to be supplied by Bond Solutions for the period of time specified in the Order Confirmation, or in the absence of a specified time period in the Order Confirmation, until the Contract is terminated by one of the parties giving to the other not less than one months' notice at any time.

4. Supply of Services

- 4.1 Bond Solutions shall supply the Services to the Customer in accordance with the Order Confirmation in all material respects.
- 4.2 Bond Solutions shall use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 4.3 Bond Solutions reserves the right to amend the Order Confirmation if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Bond Solutions shall notify the Customer in any such event.
- 4.4 Bond Solutions warrants to the Customer that the Services will be provided using reasonable care and skill.
- 4.5 Bond Solutions shall provide advice and information for the Customer only under the Contract and the Customer shall indemnify Bond Solutions against all Losses incurred by Bond Solutions as a result of the Customer passing such advice or information on to any third party.
- 4.6 In the case of bulk Goods, Bond Solutions may deal with and/or mix apparently similar Goods without distinguishing between consignments.
- 4.7 Bond Solutions' responsibility under the Services is as follows:
- (a) for Distribution Services, Bond Solutions' responsibility for the Goods starts when loading on the Transport Unit is complete and ends when the Goods are tendered for unloading at the Delivery Location;
 - (b) for Storage Services, Bond Solutions' responsibility starts when the Goods are accepted into the Store and ends when they are tendered by Bond Solutions or its subcontractors for collection or Bond Solutions becomes aware of the grounds for their removal under clause 5.2(i) or 6.5(c);
 - (c) where Bond Solutions provides Distribution Services and/or Storage Services, it shall also be responsible for the Goods while they are transferred from the Transport Unit into the Store and vice versa; and
 - (d) in the case of forwarding, Bond Solutions' responsibility is only to engage or propose apparently competent contractors and to give them adequate instructions (on the basis of matters known to Bond Solutions) in relation to the Goods, and in this case, or where the Contract is for advice, Bond Solutions is not responsible for the Goods themselves.

5. Customer's obligations

5.1 The Customer warrants to Bond Solutions that it is the authorised owner of the Goods, or is authorised by the owner of the Goods to accept these Conditions on the owner's behalf.

5.2 In relation to Distribution Services and Storage Services, the Customer shall:

(a) ensure that the terms of the Order or Telephone Order, and subsequent Order Confirmation are complete and accurate;

(c) provide Bond Solutions, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Bond Solutions;

(d) provide Bond Solutions with such information and materials as Bond Solutions may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

(e) be responsible (at its own cost) for procuring safe and prompt loading and unloading of the Goods at any Delivery Location not occupied by Bond Solutions;

(f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services, Bond Solutions' Equipment and the use of the Customer's Equipment in relation to the Services, in all cases before the date on which the Services are to start;

(g) comply with all applicable laws, including health and safety laws, and inform Bond Solutions of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises;

(h) ensure that all Customer Equipment or Transport Units supplied by the Customer to Bond Solutions is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements;

(i) warrant that none of the Goods which are handled, stored, distributed, transported or otherwise dealt with by Bond Solutions in the course of providing the Services include goods which the Customer does not own, illegal substances, pornography, live animals, stolen goods, bullion, antiques, cashiers or travellers cheques, securities, currency, stamps, photographs, deeds, documents of title to property, valuables, jewellery, firearms, money orders, cigarettes, precious stones or metals, antiques, works of art, watches, furs, human remains, fuel, Waste of any type, spirits, brittle/fragile/breakable articles, plants, produce, negotiable instruments in bearer form or any other item which Bond Solutions considers to present a hazard. Bond Solutions reserves the right without liability to the Customer to refuse to handle, store, transport or otherwise deal in any way with any goods which the Customer does not own, or with any of the prohibited items referred to in this condition 5.2(i) and Bond Solutions shall have no liability whatsoever for or in connection with the goods, howsoever arising;

(j) keep all materials, equipment, documents and other property of Bond Solutions ("**Bond Solutions Materials**") at the Customer's premises in safe custody at its own risk, maintain the Bond Solutions Materials in good condition until returned to Bond Solutions, and not dispose of or use the Bond Solutions Materials other than in accordance with Bond Solutions' written instructions or authorisation;

- (k) comply with any additional obligations as set out in the Order Confirmation;
- (l) obtain and maintain at its own cost appropriate insurance cover and security arrangements in respect of any of the Goods which are handled, stored, distributed, transported or otherwise dealt with by Bond Solutions in the course of providing the Services;
- (m) ensure that any Goods are adequately packaged and protected so as to enable Bond Solutions to perform the Services and the Customer warrants that the packaging of any Consignment is sufficient to withstand the ordinary rigours of transit;
- (n) notify Bond Solutions of the correct weight and volume of the Goods so that the correct number of operatives is booked;
- (o) before Bond Solutions assumes any responsibility for or by reference to the Goods, inform Bond Solutions in writing of any relevant matters; including any special precautions necessitated by the nature, weight or conditions of the Goods and any statutory or other duties specific to the Goods with which Bond Solutions or others may need to comply; and will promptly after invoicing pay Bond Solutions' reasonable extra Charges for complying;
- (p) where the Services include storage Services, remove any of the Customer's property from Bond Solutions' premises within seven days of receipt of notice from Bond Solutions requesting it to do so, and leave Bond Solutions' premises in a clean, tidy and undamaged condition following such removal;
- (q) not cause any damage to any materials, equipment, documents and other property of Bond Solutions ("**Bond Solutions Property**") and not dispose of or use the Bond Solutions Property other than in accordance with the written instructions or authorisation of Bond Solutions;
- (s) ensure that, at the time of loading (where the Services involve transportation) or depositing (where the Services involve storage) of the Goods, any characteristics of the Goods (for example, temperature) or other matters of which Bond Solutions needs to be aware when planning and directing the delivery or storage of the Goods, are brought to the appropriate attention of Bond Solutions and, to the extent that Bond Solutions has the necessary resources and facilities to do so, Bond Solutions shall transport or store the Goods (as applicable) in an appropriate manner taking into account such characteristics or other matters subject to the Customer agreeing to pay Bond Solutions' reasonable extra Charges of doing so;
- (t) ensure that the Goods shall be presented to Bond Solutions securely and properly packed in compliance with all applicable laws and shall, when presented, be in a condition to be safely handled, stored and/or carried and so as not to cause injury, damage, contamination or deterioration (or the possibility of them) to any person, premises, equipment or to any other items in any way;
- (u) unless otherwise previously agreed the Customer will provide suitable facilities and equipment for, and will procure, safe and prompt loading and unloading of the Goods, and will indemnify Bond Solutions in respect of any loss, damage or liability resulting from such operations;
- (v) warrant that where Bond Solutions receives the Goods from the Customer already stowed in or on a Transport Unit, the Transport Unit is in good condition, and is suitable for the carriage of the Goods to the intended Delivery Location;

(w) warrant that where Bond Solutions provides the Transport Unit, on loading by the Customer, the Transport Unit is in good condition, and is suitable for the carriage of the Goods to the Delivery Location;

(x) be responsible for instructing Bond Solutions on the order of stock removals: and

(Y) co-operate with Bond Solutions in all matters relating to the Services.

6. Storage, Delivery and Transit of Goods

6.1 Bond Solutions shall ensure that each delivery of the Goods is accompanied by a delivery note that shows the quantity and description of the Goods; and

6.2 Bond Solutions shall deliver the Goods to the location set out in the Order Confirmation or such other location as the parties may agree verbally or in writing ("**Delivery Location**").

6.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Bond Solutions shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Bond Solutions with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

6.4 Delivery is completed on the completion of unloading of the Goods at the Delivery Location, and in relation to the loading and unloading of Goods:

(a) Bond Solutions accepts no responsibility for the loading to and unloading of Goods from a Transport Unit at the place of collection and the Delivery Location respectively, and no liability shall attach to Bond Solutions in respect of any loss or damage to the Goods during such operations;

(b) the Customer shall at all times remain liable for the actions or omissions of its employees, servants or agents who are engaged in loading and unloading operations and will indemnify Bond Solutions in respect of any loss, damage or liability resulting from such operations;

(c) the Customer warrants that any plant, power or labour required for loading or unloading the Goods shall be provided by the Customer or on the Customer's behalf;

(d) for the avoidance of doubt, if Bond Solutions is instructed to load or unload the Goods, the Customer shall remain liable for any breach of any regulations and shall indemnify Bond Solutions in accordance with clause 6.4(g) below;

(e) Bond Solutions shall not be required to provide service beyond the usual place of collection or delivery but if any such service is given by Bond Solutions it shall be at the sole risk of the Customer;

(f) where Bond Solutions supplies to and leaves with the Customer a Transport Unit for the Customer to load, the Customer will indemnify Bond Solutions in respect of any loss or damage sustained to or caused by the Transport Unit prior to collection of the Transport Unit by Bond Solutions from the Customer;

(g) the Customer shall indemnify Bond Solutions against all claims and demands whatsoever which could not have been made if such instructions as are referred to in clause 6.4(d) and such service as is referred to in clause 6.4(e) had not been given.

6.5 Dangerous Goods must be disclosed by the Customer and if Bond Solutions in its absolute discretion, agrees to deal with such Dangerous Goods then:

(a) such Dangerous Goods must be properly and safely packed, marked, labelled and documented in accordance with any legislation for the time being in force for the storage and carriage (as applicable) of such articles or substances and the Customer shall, whilst the Dangerous Goods remain with Bond Solutions, keep Bond Solutions informed of any statutory modification or re-enactment thereof or any rules or regulations made thereunder or rules or recommendations made by any relevant authority concerning the storage, handling or transportation (as applicable) of those Dangerous Goods;

(b) prior to receipt of the Dangerous Goods the Customer shall provide Bond Solutions with such information in writing as will enable Bond Solutions to know the identity of the Dangerous Goods, the nature of the hazards created thereby, and any action to be taken in an emergency. While the Dangerous Goods remain with Bond Solutions, the Customer shall keep Bond Solutions informed of its recommendations on the handling, storage and transportation of such Goods (including all health and safety recommendations). Bond Solutions shall be entitled to disclose the information supplied by the Customer to its servants, agents and other contractors and any relevant government department;

(c) if such goods become a risk to other goods, property, life or health Bond Solutions shall, where reasonably practicable contact the Customer in order to require him to remove or otherwise deal with the goods, but reserves the right, in any event, to do so at the expense of the Customer; and

(d) the applicable provisions of these Conditions will apply.

6.6 If the Customer fails to accept delivery of the Goods, the provisions of clause 7.18, 7.19 and 7.20 shall apply.

6.7 Bond Solutions reserves the right to determine the best route and procedure to be followed in the performance of the Services.

6.8 The Goods shall be removed from the Store by the Customer at the time agreed between the parties. However Bond Solutions may at any time by notice in writing to the Customer require the removal of the Goods within 14 days from the date of such notice or, in the case of perishable goods, 3 days; or immediately in case of urgency.

6.9 Where the Customer fails to comply with clause 6.8, or any payment from the Customer is overdue, Bond Solutions may, without prejudice to its other rights and remedies against the Customer, suspend Storage Services and/or notify the Customer in writing that the Goods may be or are being sold or otherwise disposed of. If the notice is solely because of a failure to pay Bond Solutions, the provisions of clause 7.16 and 7.17 will apply. If the notice is for any other reason there is no minimum period of notice.

6.10 Notice or action by Bond Solutions under this condition shall not in itself terminate the contract between the parties unless Bond Solutions expressly states so.

6.11 The time periods stated in clause 6.8 and 7.16 may be extended by Bond Solutions in its discretion.

7. Price and payment

- 7.1 Bond Solutions' Charges for the Services undertaken shall be payable by the Customer without prejudice to Bond Solutions' rights against any owner of the Goods.
- 7.2 In consideration of the provision of the Services by Bond Solutions, the Customer shall pay the Charges as set out in the Order Confirmation. Where Bond Solutions accepts a request from the Customer to provide the Services without a price having been quoted or agreed prior to performance of the Services, the Customer shall pay such price as Bond Solutions shall reasonably specify after performance of the Services, taking into account any Tariff that applies, Bond Solutions' costs and expenses incurred in providing the Services, and the urgency of the Customer's requirement.
- 7.3 The Charges for the Services set out in the Order Confirmation or as otherwise determined in accordance with clause 7.2 shall be paid to Bond Solutions (without deduction or set-off) on the date set out in the Order Confirmation or, if there is no such date specified in the Order Confirmation, then, unless otherwise agreed between Bond Solutions and the Customer, within 30 calendar days of the date of the invoice issued by Bond Solutions to the Customer, to a bank account nominated in writing by Bond Solutions. Bond Solutions shall invoice the Customer for the price payable, together with VAT at the appropriate rate, at the end of the week or month in which the Services are provided, as notified from time to time.
- 7.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of VAT. Where any taxable supply for VAT purposes is made under the Contract by Bond Solutions to the Customer, the Customer shall, on receipt of a valid VAT invoice from Bond Solutions, pay to Bond Solutions such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 7.5 The parties agree that Bond Solutions may review and increase the Charges set out in the Order Confirmation in relation to Services not yet performed by Bond Solutions. Bond Solutions will give the Customer written notice of any such increase 30 days before the proposed date of the increase. If such increase is not acceptable to the Customer, it may, within 7 days of such notice being received or deemed to have been received in accordance with clause 12, terminate the Contract by giving 21 days written notice to Bond Solutions.
- 7.6 The parties agree that Bond Solutions may add a fuel surcharge to the Charges. In the event of a change in fuel prices, Bond Solutions may add or modify a surcharge by an amount it may reasonably consider to reflect the consequential increase in its direct operating costs.
- 7.7 Bond Solutions shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Bond Solutions engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Bond Solutions for the performance of the Services, and for the cost of any materials.
- 7.8 In the event that Bond Solutions incurs increases in operating costs as a result of expenses incurred during transit, including as a result of:
- (a) legislation that may be in place in a particular country through which transit or collection/delivery takes place, or changes or revisions to legislation in such countries; or
 - (b) the introduction or variation of taxes that affect the transit;

Bond Solutions will be entitled to invite the Customer to agree new rates, and if an agreement on new rates cannot be reached within 14 days of an invitation in writing to agree new rates, Bond Solutions will be entitled to terminate the Contract with the Customer immediately.

7.9 The Customer shall be liable to pay demurrage for unreasonable detention of any vehicle or other equipment of Bond Solutions at Bond Solutions' current rates of demurrage.

7.10 Bond Solutions reserves the right to recover from the Customer on a full indemnity basis all parking fine and congestion zone charges incurred by Bond Solutions in the performance of the Services, and any Losses incurred by Bond Solutions in the event of an abortive or diverted load.

7.11 Any queries in respect of invoices should be brought to Bond Solutions' attention within seven (7) days of the date of the invoice. Where any dispute arises as to the contents of any invoice, the parties shall enter into good faith discussions to resolve such dispute but, for the avoidance of doubt, the Customer shall not be relieved of its obligation to pay the disputed invoice in full and on time.

7.12 Without prejudice to any other right or remedy that Bond Solutions may have, if the Customer becomes insolvent or fails to pay Bond Solutions any amount due under this Contract on the due date, Bond Solutions may:

(a) charge interest on any overdue sums from the due date for payment at the annual rate of 4% above the base lending rate from time to time of the Bank of England, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Customer shall pay the interest together with the overdue amount immediately on demand; and

(b) suspend all Services until payment has been made in full (which for the avoidance of doubt, in the case of Services which include storage of the Customer's Goods, entitles Bond Solutions to refuse the Customer access to its Goods whilst stored on Bond Solutions' premises); and

(c) cancel any credit agreement made between Bond Solutions and the Customer with immediate effect and all sums due to Bond Solutions shall immediately become due and owing.

7.13 Time for payment by the Customer shall be of the essence of the Contract.

7.14 All sums payable to Bond Solutions under the Contract shall become due immediately on its termination, despite any other provision. This clause 7.14 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

7.15 Bond Solutions may, without prejudice to any other rights it may have, set off any liability of the Customer to Bond Solutions against any liability of Bond Solutions to the Customer.

7.16 Subject to clause 7.17 below, Bond Solutions:

(a) has a lien on all Goods and documents relating to Goods in its possession for all sums due at any time to Bond Solutions from the Customer in relation to the Services and storage Charges shall continue to accrue on any Goods detained under the lien;

(b) shall be entitled, on at least 21 days' notice in writing to the Customer, to sell or dispose of or deal with such Goods or documents as agent for, and at the expense of the Customer and apply the proceeds in or towards the payment of such sums due to Bond Solutions; and

- (c) shall, upon accounting to the Customer for any balance remaining after payment of any sum due to Bond Solutions, and for the cost of sale and or disposal of the Goods, be discharged of any liability in respect of the Goods; and
- (d) shall be entitled to recover the cost of sale and disposal of the Goods from the Customer if the proceeds do not cover the sum due to Bond Solutions.

7.17 Where Goods detained under the lien set out in clause 7.16 are liable to perish or deteriorate, Bond Solutions' right to sell or dispose of or deal with the Goods shall arise immediately upon any sum becoming due to Bond Solutions, subject only to Bond Solutions taking reasonable steps to bring to the Customer's attention its intention to sell or dispose of the Goods before doing so.

7.18 Where Bond Solutions is unable to make delivery of all or part of a Consignment as requested by the Customer, Bond Solutions shall take all reasonable steps to notify the Customer of non-delivery and seek the Customer's further instructions. Pending such instructions, Bond Solutions shall hold the Consignment (or the non-delivered part) at the sole risk and expense of the Customer.

7.19 The Customer shall be liable to pay to Bond Solutions, on demand, all Losses, including storage costs, incurred by Bond Solutions as a result of any failure by the Customer to take delivery as set out in clause 7.18.

7.20 Bond Solutions shall be entitled at the Customer's expense, to dispose or sell:

- (a) after at least 21 days' notice to the Customer or (where the Customer cannot be traced and reasonable efforts have been made to contact any parties who may reasonably be supposed by Bond Solutions to have any interest in the goods) without notice, any Goods which have been held by Bond Solutions for 60 days and which cannot be delivered as instructed by the Customer; and

- (b) without prior notice, any Goods which have perished, deteriorated, or altered or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to Bond Solutions, or third parties, or to contravene any applicable laws or regulations.

7.21 Where Bond Solutions exercises any power of sale of the Goods, Bond Solutions shall be entitled to sell on the basis of the best offer immediately available to it without obligation to investigate any specialist market in such type of merchandise.

8. Indemnity and Limitation of Liability – the Customer's attention is particularly drawn to this clause

8.1 If Bond Solutions' performance of its obligations under the Contract is prevented or delayed by any Force Majeure Event, or any act or omission of the Customer, its agents, subcontractors, consultants or employees or failure by the Customer to perform any relevant obligation including payment of the Charges ("**Customer Default**"), Bond Solutions shall not be liable for any Losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

8.2 Bond Solutions shall not be liable for any Losses sustained or incurred by the Customer arising directly or indirectly from:

(a) rejected Goods in circumstances where the reason for such rejection is attributable to the Customer (including without limitation, where the Goods are at an incorrect temperature or have quality issues at the time they are loaded on to Bond Solutions' vehicle (in the case of Distribution Services), or deposited at Bond Solutions' premises (in the case of Storage Services)); or

(b) the nature of the Goods (including, but not limited to, temperature sensitive goods or inherent liability to natural deterioration or wastage and/or inherent defect) unless the Customer has, upon placing its order, given Bond Solutions written instructions with sufficient detail regarding any particular precautions or special treatment to be taken or provided for the Goods and these details are recorded in the Order Confirmation; or

(c) carriage, storage or handling of Goods which are prohibited under these Conditions which are unknowingly and unwittingly carried, stored or handled by Bond Solutions by reason of a failure of the Customer to comply with the obligations set out in clause 5.2(b); or

(d) carriage, storage or handling of sealed containers of multiple Goods where Bond Solutions have not opened such sealed containers and are relying on the Customer to comply with their obligations set out in Clause 5.2 (m), (n) and (o) in respect of the sealed containers of multiple Goods.

8.3 The Customer shall be liable to pay to Bond Solutions, on demand, all Losses sustained or incurred by Bond Solutions (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence or Customer Default or arising from Bond Solutions carrying out the Customer's instructions, subject to Bond Solutions confirming such costs, charges and losses to the Customer in writing.

8.4 The Customer shall indemnify the Carrier against:-

(a) all Losses incurred by Bond Solutions (including but not limited to loss of or damage to the carrying vehicle and to other goods carried) by reason of any error, omission, mis-statement or misrepresentation by the Customer or other owner of the Goods or by any servant or agent of either of them, insufficient or improper packing, labelling or addressing of the Goods; and

(b) all Losses incurred by Bond Solutions or any claims or demands whatsoever (including for the avoidance of doubt claims alleging negligence), by whomsoever made and howsoever arising (including but not limited to claims caused by or arising out of the carriage or storage of Dangerous Goods (whether such goods were declared to Bond Solutions or not) and claims made upon Bond Solutions by H.M. Revenue and Customs (in respect of dutiable goods consigned in bond) in respect of any loss or damage whatsoever to, or in connection with, or seizure or forfeiture of, the Goods whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of Bond Solutions, its servants, agents or sub-contractors and/or as a result of Bond Solutions following any instructions given by the Customer in relation to Dangerous Goods or any other matter relating to this Contract.

8.5 If the performance by Bond Solutions of any of its obligations under the Contract is prevented or delayed by any Customer Default then Bond Solutions shall, without limiting its other rights or remedies, have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the performance of Bond Solutions of any of its obligations.

8.6 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

8.7 Nothing in these Conditions limits or excludes the liability of either party:

- (a) for death or personal injury resulting from negligence; or
- (b) for any damage or liability incurred by the other party as a result of fraud or fraudulent misrepresentation by that party.

8.8 Subject to clause 8.7 Bond Solutions shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

- (i) loss of profits; or
- (ii) loss of business; or
- (iii) depletion of goodwill and/or similar losses; or
- (iv) loss of anticipated savings; or
- (v) loss of contract; or
- (vi) loss of use; or
- (vii) loss of corruption of data or information; or
- (viii) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

8.9 In relation to Distribution Services, except as otherwise provided in these Conditions, the liability of Bond Solutions in respect of claims for physical loss, mis-delivery of or damage to Goods comprising the Consignment, howsoever arising, shall in all circumstances be limited to the lesser of:

- (a) the value of the Goods actually lost, mis-delivered or damaged; or
- (b) the cost of repairing any damage or of reconditioning the goods; or
- (c) a sum calculated at the rate of £1,300 Sterling per tonne on the gross weight of the Goods actually lost, mis-delivered or damaged;

and the value of the Goods actually lost, mis-delivered or damaged shall be taken to be their invoice value if they have been sold and shall otherwise be taken to be the replacement cost thereof to the owner at the commencement of transit, and in all cases shall be taken to include any Customs and Excise duties or taxes payable in respect of those goods: Provided that:

- (i) in the case of loss, mis-delivery of or damage to a part of the Consignment the weight to be taken into consideration in determining the amount to which Bond Solutions's liability is limited shall be only the gross weight of that part regardless of whether the loss, mis-delivery or damage affects the value of other parts of the Consignment;
- (ii) nothing in this Condition shall limit the liability of Bond Solutions to less than the sum of £10;
- (iii) Bond Solutions shall be entitled to proof of the weight and value of the whole of the Consignment and of any part thereof lost, misdelivered or damaged;

- (iv) the Customer shall be entitled to give Bond Solutions notice in writing to be delivered at least seven days prior to commencement of transit requiring that the £1,300 per tonne limit in 9.9(c) above be increased, but not so as to exceed the value of the Consignment, and in the event of such notice being given the Customer shall be required to agree with Bond Solutions an increase in the carriage charges in consideration of the increased limit, but if no such agreement can be reached the aforementioned £1,300 per tonne limit shall continue to apply.

8.10 In relation to Storage Services, except as otherwise provided in these Conditions, the liability of Bond Solutions in respect of claims for physical loss, mis-delivery of or damage to Goods comprising the Consignment, howsoever arising, shall in all circumstances be limited to the lesser of:

- (a) the value of the Goods actually lost, mis-delivered or damaged; or
- (b) the cost of repairing any damage or of reconditioning the Goods; or
- (c) a sum calculated at the rate of £100 Sterling per tonne on the gross weight of the Goods actually lost, mis-delivered or damaged;

and the value of the goods actually lost, mis-delivered or damaged shall be taken to be their invoice value if they have been sold and shall otherwise be taken to be the replacement cost thereof to the owner at the commencement of transit, and in all cases shall be taken to include any Customs and Excise duties or taxes payable in respect of those Goods: Provided that:

- (i) in the case of loss, mis-delivery of or damage to a part of the Consignment the weight to be taken into consideration in determining the amount to which Bond Solutions' liability is limited shall be only the gross weight of that part regardless of whether the loss, mis-delivery or damage affects the value of other parts of the Consignment;
- (ii) nothing in this Condition shall limit the liability of Bond Solutions to less than the sum of £10;
- (iii) Bond Solutions shall be entitled to proof of the weight and value of the whole of the Consignment and of any part thereof lost, misdelivered or damaged;
- (iv) the Customer shall be entitled to give Bond Solutions notice in writing to be delivered at least seven days prior to commencement of transit requiring that the £100 per tonne limit in 8.10(c) above be increased, but not so as to exceed the value of the Consignment, and in the event of such notice being given the Customer shall be required to agree with Bond Solutions an increase in the carriage charges in consideration of the increased limit, but if no such agreement can be reached the aforementioned £1,300 per tonne limit shall continue to apply.

8.11 The liability of Bond Solutions in respect of claims for any other loss whatsoever (including indirect or consequential loss or damage and loss of market), and howsoever arising in connection with the Consignment, shall not exceed the amount of the carriage charges in respect of the Consignment or the amount of the claimant's proved loss, whichever is the lesser, unless:

(a) at the time of entering into the Contract with Bond Solutions the Customer declares to Bond Solutions a special interest in delivery in the event of physical loss, mis-delivery or damage or of an agreed time limit being exceeded and agrees to pay a surcharge calculated on the amount of that interest, and

(b) at least 7 days prior to the commencement of transit the Customer has delivered to Bond Solutions confirmation in writing of the special interest, agreed time limit and amount of the interest.

8.12 Where the Customer or a consignee signs a proof of delivery note (or note of a similar nature) without caveat then Bond Solutions shall under no circumstances whatever be liable to the Customer or the consignee (as the case may be) in respect of a claim for damage to the Consignment, and the Customer or the consignee (as the case may be) may not reject such Consignment on the basis of damage, where such damage was apparent on normal visual inspection.

8.13 Bond Solutions shall not be liable for any Losses to the extent that they are caused or contributed to by a breach of the Customer's obligations.

9. Insurance

9.1 The Customer shall obtain and maintain at its own cost appropriate insurance cover and security arrangements in respect of any of the Goods which are handled, stored, distributed, transported or otherwise dealt with by Bond Solutions in the course of providing the Services.

9.2 If the Customer fails to effect or maintain any of the insurances required under this agreement, Bond Solutions shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.

9.3 No insurance will be effected except pursuant to clause 9.2 or in accordance with clearly stated instructions given verbally or in writing by the Customer and accepted by Bond Solutions and documented on the Customer invoice. All insurances effected by Bond Solutions are subject to the usual exceptions and conditions of the insurance policy taken out.

9.4 Bond Solutions shall not be liable to the Customer in respect of any insurance Bond Solutions takes out for the Goods as instructed by the Customer.

9.5 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to Bond Solutions and proof of premium payment to Bond Solutions to confirm the insurance arrangements.

10. Time Limit for Claims - the Customer's attention is particularly drawn to this clause

10.1 Bond Solutions shall not be liable for:

- (a) damage to the whole or any part of the Consignment, or physical loss, mis-delivery or non-delivery of part of the Consignment unless advised thereof in writing within 48 hours, after the termination of storage or transit;

Provided that if the Customer proves that,

- (i) it was not reasonably possible for the Customer to advise Bond Solutions or make a claim in writing within the time limit applicable, and
- (ii) such advice or claim was given or made within a reasonable time, Bond Solutions shall not have the benefit of the exclusion of liability afforded by this Condition.

10.2 Bond Solutions shall in any event be discharged from all liability whatsoever and howsoever arising in respect of the Consignment unless legal proceedings are commenced or brought within one year of the date when transit commenced.

10.3 In the computation of time where any period provided by these Conditions is seven days or less, Saturdays, Sundays and all statutory public holidays shall be excluded.

11. Data protection

11.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this Clause 11, Applicable Laws means (for so long as and to the extent that they apply to Bond Solutions) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

11.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and Bond Solutions is the processor.

11.3 Without prejudice to the generality of Clause 11.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of personal data to Bond Solutions for the duration and purposes of the Contract.

11.4 Without prejudice to the generality of Clause 11.1 Bond Solutions shall, in relation to any personal data processed in connection with the performance by Bond Solutions of its obligations under the Contract:

(a) process that personal data only on the documented written instructions of the Customer unless Bond Solutions is required by Applicable Laws to otherwise process that personal data. Where Bond Solutions is relying on Applicable Laws as the basis for processing personal data, Bond Solutions shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Bond Solutions from so notifying the Customer;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c)ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

(d)not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

(i) the Customer or Bond Solutions has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) Bond Solutions complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

(iv) Bond Solutions complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;

(e)assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the Customer without undue delay on becoming aware of a personal data breach;

(g) at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data; and

(h) maintain complete and accurate records and information to demonstrate its compliance with this Clause 11 and immediately inform the Customer if, in the opinion of Bond Solutions, an instruction infringes the Data Protection Legislation.

11.5 Either party may, at any time on not less than 30 days' notice, revise this Clause 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

11.6 Any data obtained by Bond Solutions is used purely for contractual and or operational reasons. Please refer to our Data Privacy Statement which can be viewed on our website at []

12.Termination

12.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving written notice to the other if:

(a)the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or

(b) the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

(c) the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or

(d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or a limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or

(e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or

(f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company); or

(h) a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver; or

(i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or

(j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or

(k) the other party (being an individual) is the subject of a bankruptcy petition order;

(l) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1(d) to clause 12.1(k) (inclusive); or

(m) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

(n) there is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001); or

(o) the Customer's financial position deteriorates to such an extent that in Bond Solutions' opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

(p) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

12.2 Without limiting its other rights or remedies, Bond Solutions may suspend provision of the Services under the Contract or any other contract between the Customer and Bond Solutions if the Customer becomes subject to any of the events listed in clause 12.1(d) to 12.1(k) (inclusive), or Bond Solutions reasonably believes that the Customer is about to become subject to any of them.

12.3 On termination or expiry of the Contract for any reason:

12.3.1 the Customer shall immediately pay to Bond Solutions all of Bond Solutions' outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Bond Solutions may submit an invoice, which shall be payable immediately on receipt;

12.3.2 the Customer shall, within a reasonable time, return all of the Bond Solutions Equipment and Bond Solutions' property in its possession. If the Customer fails to do so, then Bond Solutions may enter the Customer's premises and take possession of it. Until the Bond Solutions Equipment has been returned or repossessed, the Customer shall be solely responsible for its safe keeping and will not use them for any purpose not connected with this Contract;

12.3.3 at Bond Solutions' request, any Goods of the Customer in the possession of Bond Solutions shall be removed by the Customer at the time agreed between the Parties, or if such agreement cannot be reached for any reason, Bond Solutions may at any time by notice in writing to the Customer require the removal of such goods within 3 days from the date of such notice. Bond Solutions is not responsible for any damage to the goods in the event the Customer fails to collect the same and such goods perish or develop a defect or quality issue as a result; and

12.3.4 the accrued rights and liabilities of the parties as at termination (including the right to claim damages in respect of any breach of the Contract which existed at or before the date of expiry or termination) and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

12.4 On termination or expiry of the Contract (however arising), the following clauses shall survive and continue in full force and effect:

12.4.1 clause 8;

12.4.2 clause 10;

12.4.3 clause 11;

12.4.4 clause 12;

12.4.5 clause 13;

12.4.6 clause 14; and

12.4.7 clause 15.

12.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

13. TUPE and Service Provision Change

13.1 Where there is an Inward TUPE Transfer, the Customer will indemnify Bond Solutions against all liability and expense which Bond Solutions may incur in connection with:

- (a) the employment or the termination of employment, before the Effective Time, of any Employee;
- (b) any failure by the Transferor to comply with its legal obligations in respect of any of the Employees;
- (c) the transfer to Bond Solutions, by virtue of TUPE or otherwise, of the employment of any person or the applicability of terms of employment, other than those previously notified to, and previously accepted by, Bond Solutions in writing;
- (d) any act or omission of the Transferor, on or before the Effective Time, for which Bond Solutions becomes liable by virtue of TUPE or otherwise; or
- (e) the Transferor's failure to comply with its obligations under regulation 13 of TUPE.

13.2 Where there is an Outward TUPE Transfer, the Customer will indemnify Bond Solutions against all liability and expense which Bond Solutions may incur in connection with the Transferee's failure to comply with its legal obligations, including without limitation those under regulation 13 of TUPE.

14. Confidentiality

14.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by Bond Solutions, its employees, agents, consultants or subcontractors and any other confidential information concerning Bond Solutions' business, suppliers, customers or products or services which the Customer may obtain.

14.2 The Customer may disclose such information:

- (a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Customer's obligations under the Contract; and
- (b) as may be required by law, court order or any governmental or regulatory authority.

14.3 The Customer shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this clause 14.

14.4 The Customer shall not use any such information for any purpose other than to perform its obligations under the Contract.

14.5 All materials, equipment and tools, drawings, specifications and data supplied by Bond Solutions to the Customer (including the Bond Solutions Equipment) shall, at all times, be and remain the exclusive property of Bond Solutions, but shall be held by the Customer in safe

custody at its own risk and maintained and kept in good condition by the Customer until returned to Bond Solutions, and shall not be disposed of or used other than in accordance with Bond Solutions' written instructions or authorisation.

15. Force majeure

15.1 Bond Solutions shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event.

15.2 If the period of delay or non-performance continues for more than 3 weeks, Bond Solutions may terminate this Contract immediately by giving written notice to the Customer.

16. Assignment

16.1 Bond Solutions may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract, and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

16.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Bond Solutions.

16.3 If the Customer wishes to transfer the Goods or any part to the account of another person it shall give prior written notice to Bond Solutions. The notice shall not be effective unless before the effective date of the transfer the proposed transferee notifies Bond Solutions in writing that it wishes to become a customer, is to be bound by these Conditions. The Customer will pay the Charges for the period until written acceptance by Bond Solutions of the notice and of the proposed transferee as a customer. In any event the Customer will remain jointly liable for Charges and indemnities relating to Goods consigned by it to Bond Solutions. The Goods remain subject to any lien which applies at the time of transfer.

16.4 Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

17. Variation

17.1 Bond Solutions may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the Charges for the Services.

17.2 Subject to clause 17.1, no variation of the Contract or these Conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.

18. Waiver

18.1 A waiver of any right under the Contract or law is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

18.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

19. Severance

19.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

19.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. Third party rights

No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

21. No partnership or agency

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

22. Notices

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:

(i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or

(ii) sent by email to neil.bond@bondsim.co.uk

(b) Any notice or communication shall be deemed to have been received:

(i) if delivered by hand, on signature of a delivery receipt;

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

(iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 22(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23. Entire agreement.

23.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

23.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

24. Governing law and jurisdiction

24.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

24.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

SCHEDULE 1

RHA SPECIAL CONDITIONS FOR CARRIAGE OF ABNORMAL INDIVISIBLE LOADS

Road Haulage Association Limited

SPECIAL CONDITIONS CARRIAGE OF ABNORMAL INDIVISIBLE LOADS

Effective from 1 April 2021

Company Stamp or details

[illegible]

RHA membership number

(hereinafter referred to as "*the Company*") is not a common carrier and accepts Abnormal Indivisible Loads only upon that Condition and on the Conditions set out below ("**the Conditions**"). No servant or agent of the Company is permitted to alter or vary these Conditions in any way unless expressly authorised to do so by a Director of, Principal of, or Partner in the Company, or by another person separately authorised by such a person in writing. If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Conditions. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose, have agreed or incorporate, and to the exclusion of any terms which might be implied by trade, custom, practice or course of dealing. If a Customer's document contains terms or conditions additional to or at variance with these Conditions every such additional or varying term or condition shall be of no effect. It is expressly stated to be the Customer's responsibility to read and understand these Conditions which will form the basis of the Contract under which any claims or disputes are settled. Customers are recommended to take professional advice and must arrange adequate insurance to provide full cover for the Consignment, and any liabilities they may be under in respect of it, when the Consignment is in transit.

Important - Limit of Liability

The Customer's attention is drawn to the exclusions of liability on the part of the Company and to the limits of liability and the means to increase such limits expressed in Condition 12.

1. Definitions

In these Conditions :

"Abnormal Indivisible Load" means a load which cannot without undue expense or risk of damage be divided into two or more loads for the purpose of being carried on a road, and that.

- (a) on account of its length, width or height, cannot be carried on a motor vehicle of category N3 or a trailer of category O4 (or by a combination of such vehicles) that complies in all respects with Part 2 of the Construction and Use Regulations; or
- (b) on account of its weight, cannot be carried on a motor vehicle of category N3 or a trailer of category O4 (or by a combination of such vehicles) that complies in all respects with— (i) the Authorised Weight Regulations (or, if those Regulations do not apply, the equivalent provisions in Part 4 of the Construction and Use Regulations); and (ii) Part 2 of the Construction and Use Regulations.

“Authorized Weight Regulations” means The Road Vehicles (Authorized Weight) Regulations 1998.

"Contract" means the contract of carriage between the Customer and the Company.

"Consignee" means the person or company to whom the Company contracts with the Customer to deliver the Consignment.

"Consignment" means goods in bulk or contained in one parcel, package or container, as the case may be, or any number of separate parcels, packages or containers sent at one time in one load by, or for, the customer from one address to one address.

"Construction and Use Regulations" means The Road Vehicles (Construction and Use) Regulations 1986.

"Customer" means the person or company who contracts for the services of the Company including any other carrier who gives a consignment to the Company for carriage .

"*Dangerous Goods*" means those substances and articles the carriage of which is prohibited by the provisions of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) as applied in the United Kingdom, or authorised only under the conditions prescribed in accordance therewith.

“Demurrage” means any cost or expense the Company suffers as a result of the improper, excessive or unreasonable detention of any vehicle, trailer, container or other equipment belonging to or under the control of the Company.

"Force Majeure Event" shall have the meaning set out in Condition 10(2).

"Freight Charges" shall mean the Company's standard charges or such other charges agreed between the Customer and the Company excluding any charges by sea, rail, inland waterways or air.

"Goods" shall mean any article including any container, pallet or similar article for transport or packaging supplied by the Customer which is accepted by the Company for transport.

"Transport" shall mean the conveyance of goods from the point at which the goods are accepted by and become the responsibility of or under the control of the Company to the point designated for delivery when the goods cease to be its responsibility or under its control.

The operations of removal, lifting, lowering, skidding, winching, handling, loading, unloading and installation of the goods carried out in the performance of a transport contract shall be included as Transport.

"Used Plant or Machinery" shall mean items previously operated or installed and in visibly used condition, i.e., not new ex-manufacturer or dealer.

2. Parties and Sub-Contracting

- 2.1 The Customer warrants that he is either the owner of the Consignment or is authorised by the owner to accept these Conditions on his behalf and that he is similarly authorised by all those having a proprietary or possessory interest in the Consignment, to accept these Conditions on their behalf.
- 2.2 The Company and any other carrier employed by the Company may employ the services of any other carrier for the purpose of fulfilling the Contract in whole or in part and the name of every other such carrier shall be provided to the Customer upon request. The Company may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract, to the extent permitted by law.
- 2.3 The Company contracts both for itself and as agent of and trustee for its servants and agents and all other carriers referred to in (2) above and also as agent and of trustee for such other carriers' servants and agents; and every reference in these Conditions to "the Company" shall be deemed to include every other such carrier, servant and agent with the intention that they shall have the full benefit of the terms of this Contract and collectively and together with the Company shall be under no greater liability to the Customer or any other party than is the Company hereunder.
- 2.4 Notwithstanding Condition 2(3) the carriage of any Consignment by rail, sea, inland waterway or air has been or will be arranged by the Company solely as agent of the Customer and shall be subject to the conditions of the rail, shipping, inland waterway or air carrier contracted to carry the Consignment. The Company shall be under no liability whatsoever and howsoever caused, to any person for such carriage: Provided always that where the Consignment is carried partly by road and partly by such other means of transport any loss, damage or delay shall be deemed to have occurred while the Consignment was being carried by road unless the contrary is proved by the Company.

3. Obligations of the Customer

The Customer warrants that:

- (1) The Consignment does not and will not: cause pollution of the environment or harm to human health; require any official consent or licence to handle, possess, deal with or carry; at any time whilst in the care or control of the Company constitute waste (unless the Company has been previously advised otherwise); and that the Consignment is of a nature that can be legally transported in the United Kingdom;
- (2) It will comply, and will procure that all of its agents, employees and subcontractors also comply, with any reasonable regulations of the Company relating to handling, health and safety, and security, of which they are notified or have been notified; and
- (3) It will provide the Company with such information and materials as the Company may reasonably require in order to comply with its obligations under the Contract, and will ensure that such information is complete and accurate in all material respects.
- (4) If the Company's performance of any of its obligations under the Contract is prevented, hindered or delayed by any act or omission of the Customer or by any failure by the Customer to perform any relevant obligation ("**Customer Default**"), then:
 - (a) without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of its obligations until the Customer remedies the Customer Default, and may rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents, hinders or delays the Company's performance of any of its obligations;

- (b) the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure to perform or delay in performing any of its obligations as set out in this Condition 3(4); and
- (c) the Customer shall on written demand reimburse the Company for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.

4. Transit and Undelivered or Unclaimed Consignments

- (1) Unless otherwise agreed expressly between the parties, transit shall commence after the Consignment has left the premises from where the Consignment is collected.
- (2) Transit shall (unless it has terminated earlier) end when the Consignment arrives at the proper place of delivery at the Consignee's address within the customary cartage hours of the district: Provided that:
 - (a) if no safe and adequate access to that address exists, or if no safe and adequate unloading facilities exist then transit shall be deemed to end forthwith and the Customer shall indemnify the Company against all costs, claims and demands whatsoever incurred by the Company in consequence of its inability to unload the Consignment;
 - (b) when for any other reason whatsoever a Consignment cannot be delivered or when a Consignment is held by the Company on instructions 'to await order' or 'to be kept till called for' or upon any like instructions and no such order is given within a reasonable time, then transit shall also be deemed to end at the expiry of that reasonable time.
- (3) The Consignment shall be at the sole risk of the Customer at all times when the Consignment is not in transit.
- (4) Where either of the provisos to Condition 4(2) operate such that transit is deemed to have ended, the Company may sell the Consignment, and payment or tender of the proceeds of sale to the Customer after deduction of all proper charges and expenses in relation thereto and of all outstanding charges in relation to the Carriage and storage of the Consignment shall discharge the Company from all liability in respect of such Consignment, its carriage and storage, provided that:
 - (a) the Company shall do what is reasonable to obtain a reasonable price for the Consignment; and
 - (b) the power of sale shall not be exercised where the name and address of the Consignee or of the owner of the Consignment or of any other person having any proprietary or possessory interest in it is known unless the Company shall first have done what is reasonable in the circumstances to give notice to such persons that the Consignment will be sold unless within the time specified in that notice, being a reasonable time in the circumstances from the giving of such notice, the Consignment is taken away or instructions are given for its disposal.

5. Terms for Abnormal Indivisible Loads

Unless the contract provides to the contrary, a contract for the carriage of Abnormal Indivisible Loads shall be subject to the following additional conditions.

The Customer shall be responsible for:

- 5.1 Informing the Company of the correct weight, centre of gravity and the dimensions of the load.
- 5.2 Informing the Company in writing of any limitations in size and weight of vehicles (whether laden or unladen) cranes and plant which can safely negotiate at premises on which collection and/or delivery of the goods is to be made or private property over which the vehicle, cranes or plant have to pass to gain access to the place of collection or delivery.
- 5.3 In the absence of such information as aforesaid indemnifying the Company against all losses, claims and demands whatsoever which the Company may incur arising out of inadequacy of such premises and property, and the roadways, bridges, weighbridges, underground services, manholes and covers to withstand the weight of the vehicle whether laden or unladen, without prejudice to the generality of the indemnity contained in Condition 9 hereof.
- 5.4 Informing the Company of alterations in circumstances applicable to a specific contract.
- 5.5 Unless otherwise agreed in writing obtaining the Road/Bridges or other Authority's prior recommendation of a route suitable for the passage of the vehicle(s) and load without subsequent material variations of such routes. All goods are carried subject to a suitable route being available at the time of movement.
- 5.6 Unless otherwise agreed in writing paying the Company for the cost of removal and replacement of street furniture, road signs, overhead wires, route alterations or any other works and way-leaves necessary to permit the movement of the abnormal load at the cost as submitted by the relevant authority plus 5% for administration.

6. Dangerous Goods

If the Customer does not disclose in writing and in advance that a Consignment contains Dangerous Goods, the Company shall be entitled to rescind the Contract. If the Company agrees to accept for carriage any Dangerous Goods so disclosed then the Customer must arrange for and ensure that the Dangerous Goods are classified, packed, marked, labelled and documented in accordance with all applicable statutory regulations for the carriage by road of the substance declared.

7. Access, Equipment, Loading and Unloading

- 7.1 Unless otherwise agreed in writing the Customer will be responsible for the loading of goods on to the vehicle and the consignee will be responsible for unloading the goods off the vehicle. The Company will not be responsible for any loss or damage to the goods arising from the loading onto or unloading off the vehicle or from the overloading of the vehicle or the unsafe loading of the vehicle. The Company will through its servants or agents provide assistance in loading or unloading the goods when requested to do so by the Customer or the consignee or the agents of either. The Customer agrees to indemnify the Company from and against all and any loss, damage, death or injury that may arise whilst the loading or unloading operation is taking place whether or not such loss, damage, death or injury is attributable to the negligence of the Company, its agents or servants.
- 7.2 The Customer shall ensure that there is adequate access to the loading and the unloading points and that the roadways to and from the public highway are of suitable material and that unloading will take place on good sound hardstanding.
- 7.3 The Customer shall ensure that any cranes, fork lift trucks, slings, chains or other loading or unloading equipment is suitable for its purpose and will indemnify the Company against all consequences of failure of such equipment.
- 7.4 The Company will if required provide suitable timber dunnage to be placed between the goods and the vehicle platforms. Dunnage to part lifts or for the protection of goods in transit must be provided by the Customer.

8. Used Plant or Machinery

Notwithstanding anything contained in these conditions to the contrary used plant or machinery is transported on the condition that the Company is responsible only for transit risks or damage directly attributable to the negligence of the Company, its servants, agents or subcontractors.

9. Indemnity to the Company

The Customer shall indemnify the Company against:

- 9.1 all losses, liabilities and costs incurred by the Company (including but not limited to claims, demands, fines, proceedings, penalties, damages, costs, expenses and loss of or damage to the carrying vehicle and to other goods carried) due to any error, omission, mis-statement or misrepresentation by the Customer or other owner of the goods or by any servant or agent of either of them, or by reason of insufficient or improper packing, weatherproofing, labelling or addressing of the Consignment, or by reason of fraud on the part of the Customer, the Consignee or the owner of the Consignment, or their servants or agents (as referred to in Condition 11).
- 9.2 all losses, liabilities and costs arising from claims and demands whatsoever by whomsoever made and howsoever arising (including for the avoidance of doubt, claims alleging negligence or conversion, or by H.M. Revenue and Customs in respect of dutiable goods, or arising out of the carriage of Dangerous Goods) in respect of any loss of or damage to, or in connection with, the Consignment in an amount exceeding the liability of the Company under these Conditions in respect of that loss or damage, whether or not that loss or damage was caused or contributed to, directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Company, its servants, agents or subcontractors;
- 9.3 all losses suffered by and claims made against the Company in consequence of loss of or damage to property caused by or arising out of the carriage by the Company of Dangerous Goods whether or not declared by the Customer as such;
- 9.4 all liability for damage caused by the passing of the loaded vehicle over private property unless it can be proved by the Customer that it was due to the negligence of the Company, its servants, agents or subcontractors;
- 9.5 all loss, damage or delay incurred by the Company as a consequence of the failure of tyres, tubes, undergear or the chassis of the Consignment unless it can be proved by the Customer that such loss, damage or delay was due to the negligence of the Company, its servants, agents or subcontractors;
- 9.6 All claims made upon the Company by H.M. Revenue & Customs in respect of dutiable goods consigned in bond whether or not transport has ended or been suspended; and
- 9.7 Indirect or consequential loss of market arising either from delays en route attributable to statutory notifications or from delays caused by H.M. Revenue and Customs inspections.

10. Company's Liability

- (1) The Customer shall be deemed to have elected to accept the terms of these Conditions unless it agrees with the Company in writing before transit commences that the Company shall be under no liability for loss of or mis-delivery of or damage to or in connection with the Consignment howsoever or whensoever caused and whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Company, its servants, agents or subcontractors.

- (2) Subject to these Conditions the Company shall be liable for physical loss, mis-delivery of or damage to goods comprising the Consignment, other than those referred to in (4) of this Condition, occasioned during transit unless the same has arisen from a Force Majeure Event. A "Force Majeure Event" shall mean any act(s), event(s), circumstance(s) or cause(s) the occurrence of which is beyond the reasonable control of the Company, including but not limited to:
- (i) act of God, riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause, war
 - (ii) act of terrorism, seizure or forfeiture under legal process, restraint of government,
 - (iii) error, act, omission, mis-statement or misrepresentation by the Customer or the owner of the Consignment or by any servant or agent of either of them;
 - (iv) inherent wastage in bulk or weight, faulty design, latent defect or inherent vice or natural deterioration of the Consignment;
 - (v) any special handling requirements in respect of the Consignment which have not been notified to the Company;
 - (vi) insufficient or improper packaging, labelling or addressing, unless the Company has contracted to provide this Service;
 - (vii) fire, flood, storm, earthquake, pandemic, or epidemic;
 - (viii) road congestion, road accidents, delays incurred at any delivery location or lack of delivery instructions from the Customer, vehicle breakdown.
- (3) The Company shall in no circumstances be liable for any loss or damage arising after transit is deemed to have ended within the meaning of Condition 4(2) hereof, whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Company, its servants, agents or subcontractors.
- (4) Unless otherwise agreed in writing, the Company shall not in any circumstances be liable for loss of or damage to fittings or internal contents of the Consignment, tyres, tubes, under-gear or the chassis of the Consignment nor for exterior discolouration of the Consignment whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Company, its servants, agents or subcontractors.

11. Fraud

The Company shall in no circumstances be liable in respect of a Consignment in relation to which where there has been fraud on the part of the Customer, the Consignee, or owner of the Consignment, or their servants or agents unless the Company or any servant of the Company acting in the course of his employment has been complicit in that fraud.

12. Limitations of Liability

- 12.1. Except as provided otherwise in these Conditions the liability of the Company in respect of claims for physical loss, mis-delivery of or destruction of or physical damage to the Goods, shall in all circumstances be limited to whichever is the lesser of:
- 12.1.1 the actual value of the Goods lost or damaged at the place they should have been delivered or the amount by which the damaged Goods have been depreciated in value by reason of that damage, or
 - 12.1.2 the cost of replacing the Goods actually lost or mis-delivered and/or reconditioning or making good or repairing any damage to the Goods, or
 - 12.1.3 a sum calculated at the rate of £1,300 Sterling per tonne of the gross weight of the Goods actually lost, mis-delivered or damaged; and the value of the Goods actually lost, mis-delivered or damaged shall be taken to be their invoice value if they have been sold and shall otherwise be taken to be the replacement cost thereof to the owner at the commencement of transit, and in all cases shall be taken to include any Customs and Excise duties or taxes payable in respect of those Goods when lost, misdelivered or damaged, provided that:
 - (i) in the case of loss, mis-delivery of or damage to a part of the Consignment the weight to be taken into consideration in determining the amount to which the Company's liability is limited shall be only the gross weight of that part regardless of whether the loss, mis-delivery or damage affects the value of other parts of the Consignment;
 - (ii) nothing in this Condition shall limit the liability of the Company to less than the sum of £10;
 - (iii) the Company shall be entitled to proof of the weight and value of the whole of the Consignment and of any part thereof lost, mis-delivered or damaged;
 - (iv) the Customer shall be entitled to give to the Company written notice in writing, to be delivered at least seven days prior to commencement of transit requiring that the £1,300 per tonne limit referred to in 12.1.3 above be increased, but not so as to exceed the value of the Consignment, and in the event of such notice being given the Customer shall be required to agree with the Company an increase in the carriage but if no such agreement can be reached the aforementioned £1,300 per tonne limit shall continue to apply.

- (2) The liability of the Company in respect of claims for any other type of loss, liability or damage whatsoever and howsoever arising in connection with the Consignment, shall not exceed the amount of the Carriage charges in respect of the Consignment or the amount of the claimant's proved loss, whichever is the lesser, unless;
- i. at the time of entering into the Contract with the Company the Customer declares to the Company a special interest in delivery in the event of physical loss mis-delivery or damage or of an agreed time limit being exceeded and agrees to pay a surcharge calculated on the amount of that interest, and
 - ii. at least 7 days prior to the commencement of transit the Customer has delivered to the Company written confirmation of the declared value of any special interest, and of any agreed time limit and of its agreement to pay the specified surcharge which it has agreed with the Company.
- (3) The Company shall not be in breach of the Contract nor liable for any delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from a Force Majeure Event.
- (4) The following types of loss or damage are wholly excluded, and will not under any circumstances be the subject of compensation by the Company:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use of, or corruption of, software, data or information;
 - (f) loss of or damage to goodwill;
 - (g) indirect or consequential loss;
 - (h) any fine imposed on the Customer by the Consignee or its customer.

13. Time Limits for Claim

- (1) The Company shall not be liable for:
- (a) physical loss of, mis or non-delivery of, or physical damage to goods comprised within the Consignment unless advised thereof in writing within seven days after the termination of transit or the date on which the transit should have been terminated;
 - (b) any other loss unless advised thereof in writing within twenty-eight days, after the termination of transit or the date on which the transit should have been terminated.

Provided that if the Customer proves that,

- (i) it was not reasonably possible for the Customer to advise the Company or make a claim in writing within the time limit applicable, and
- (ii) such advice or claim was given or made within a reasonable time after the time at which it did become reasonably possible for the Customer to advise the Company or make a claim in writing, the Company shall not have the benefit of the exclusion of liability afforded by this Condition.

- (2) The Company shall in any event be discharged from all liability whatsoever and howsoever arising in respect of the Consignment unless legal proceeding are issues and notice in writing thereof given to the Company within one year of the date when transit commenced.
- (3) In the computation of time where any period provided by these Conditions is seven days or less, Saturdays, Sundays and all statutory public holidays shall be excluded.

14. Unreasonable Detention

- (1) The Customer shall be liable to pay Demurrage without prejudice to any rights that the Company may have against any other person in respect of any improper, excessive or unreasonable detention of any vehicle, trailer, container or other equipment belonging to or under the control of the Company.
- (2) The Company shall not be liable for demurrage charges however incurred on railway wagons, vehicles or vessels belonging to or under contract to the Customer or otherwise unless previously agreed in writing.

15. General Lien Clause

- (1) The Company shall have:
- (a) a particular lien on the Consignment, and for all charges due to the Company for the carriage, storage and/or warehousing of the Consignment and for all other proper charges or expenses incurred in connection with the carriage of the Consignment, and
 - (b) a general lien on the Consignment for any sums overdue and unpaid by the Customer, by the owner of the Consignment or by any other person having any proprietary or possessory interest in it, by the Consignee, or by any agent of these persons, on any invoice, account or contract whatsoever.

If the Company exercises a lien, whether particular or general, but appropriate payment is not made within a reasonable time 14 days after notice that the payment is due has been given in accordance with Condition 4(4) above, the Company may sell the Consignment, or any part thereof, as agent for the owner and its owner and for those having a proprietary or possessory interest in it, and shall apply the proceeds towards any sums unpaid and towards the expenses of the retention, storage, insurance and sale of the Consignment and shall, upon accounting to the Customer for any balance remaining, be discharged from all liability whatsoever in respect of the Consignment.

- (2) The Company may exercise its lien on its own behalf or as agent for any assignee of its invoices at any time and at any place at its sole discretion whether or not sums have become payable in accordance with Condition 4(4) hereof and whether or not the contractual carriage has been completed and these Conditions shall continue to apply during the period of exercise of such lien.

(3) If the Consignment is not solely the property of the Customer, the Customer warrants that it has the authority of all those having a proprietary or possessory interest in the Consignment to grant to the Company liens as set out in Condition 15(1) above, and the Customer shall indemnify the Company for all claims and demands the Company may receive asserting that the Customer did not have that authority.

16. Company's Charges

- 16.1 The Company's charges shall be paid by the Customer net cash against invoice or by arrangement without prejudice to any rights the Company may have against the Consignee or any other person to secure or obtain payment, provided however that when any Consignment is consigned 'carriage forward' the Customer shall not be required to pay such charges unless the Consignee shall within a reasonable period of demand for payment having been made of it, have failed to pay the Company's charges.
- 16.2 The Customer shall be liable for the Company's standard demurrage charges as quoted in respect of the Company's vehicles and equipment unless otherwise determined in advance of the commencement of the contract.
- 16.3 Where specific equipment or vehicles are required to perform a contract for a Customer this will be reserved for that contract. If the Customer cancels or postpones the contract without prior written agreement with the Company the Customer shall be liable for all costs incurred by the Company as a result of the cancellation or postponement.
- 16.4 The Company shall use reasonable endeavours to obtain a signed proof of delivery of the Consignment from the Consignee, unless otherwise agreed with the Customer. No payment shall however be withheld by the Customer where the Company is unable to provide a proof of delivery unless notification of non-delivery is received by the Company no more than 48 hours after the expected time of delivery of the Consignment and the Company is subsequently unable to evidence proof of delivery.
- 16.5 The Customer shall pay to the Company any storage charges incurred as a result of it exercising its lien in accordance with clause 15.
- 16.6 If the Contract is cancelled at any time the Customer shall pay the Company all costs and expenses which the Company has incurred prior to such cancellation.
- 16.7 Charges shall be payable when due without deduction or deferment on account of any claim, counterclaim or set-off. If the Customer becomes insolvent or any sums owed by the Customer to the Company become overdue for payment, all credit terms previously agreed shall be cancelled with immediate effect and all invoices or accounts issued by the Company shall immediately be deemed due for payment and thereupon become payable. The Late Payment of Commercial Debts (Interest) Act 1998, as amended, shall apply to all sums due from the Customer.
- 16.4 Unless otherwise agreed in writing, the Customer shall pay to the Company the additional cost of removal and replacement of street furniture, road signs, overhead wires, route alterations or any other works and way-leaves necessary to permit the movement of the Consignment as charged by the relevant authority plus 5% for administration.

17. Confidentiality

- (1) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by these Conditions.
- (2) Each party may disclose the other party's confidential information:
 - (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's legal obligations; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

18. Law and Jurisdiction

Unless otherwise agreed in writing, the Contract and any dispute arising under it or in connection with it shall be governed by English law and each party irrevocably agrees that such dispute shall be subject to the exclusive jurisdiction of the English courts.

19. Other Services

If the business undertaken comprises or includes any of the following then the Conditions indicated below shall apply in lieu of the above Conditions insofar as the business specified below is concerned:

Warehousing of goods - the Company's Conditions of Warehousing.
Vehicle repairs and servicing - the Company's Vehicle Repair Conditions.
Freight forwarding - the Company's Freight Forwarding Conditions.

THESE CONDITIONS MAY ONLY BE USED BY MEMBERS OF THE
ROAD HAULAGE ASSOCIATION

© Road Haulage Association Limited First published in present form 1992, with minor revisions 1995, 2013 and 2021.

SCHEDULE 2

RHA CONDITIONS OF CARRIAGE

Road Haulage Association Limited

CONDITIONS OF CARRIAGE 2020

Effective 1 September 2020

PLEASE NOTE THAT THE CUSTOMER WILL NOT IN ALL CIRCUMSTANCES BE ENTITLED TO COMPENSATION, OR TO FULL COMPENSATION, FOR ANY LOSS AND MAY BE SUBJECT TO CERTAIN OBLIGATIONS AND INDEMNITIES. THE CUSTOMER SHOULD THEREFORE SEEK PROFESSIONAL ADVICE AS TO APPROPRIATE INSURANCE COVER TO BE MAINTAINED WHILE CONSIGNMENTS ARE IN TRANSIT.

Company Stamp or details

[illegible]

(hereinafter referred to as "the Carrier") is not a common carrier and accepts goods for carriage only upon that condition and on the conditions set out below (the Conditions). No servant or agent of the Carrier is permitted to alter or vary these Conditions in any way unless expressly authorised to do so in writing by a Director of, Principal of, or Partner in the Carrier, or by another person separately authorised by such a person in writing. If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Conditions. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose, have agreed or incorporate, and to the exclusion of any terms which might be implied by trade, custom, practice or course of dealing. It is expressly stated to be the Customer's responsibility to read and understand these Conditions which will form the basis of the Contract under which any claims or disputes are settled. Customers are recommended to take professional advice and must arrange adequate insurance to provide full cover for the Consignment, and any liabilities they may be under in respect of it, when the Consignment is in transit.

1. Definitions

In these Conditions:

“Customer” means the person or company who contracts for the services of the Carrier, including any other carrier who gives a Consignment to the Carrier for carriage.

"Contract" means the contract of carriage between the Customer and the Carrier.

"Consignee" means the person or company to whom the Carrier contracts with the Customer to deliver the Consignment.

"Consignment" means goods -- whether sent as a single item or in bulk or contained in one parcel, package or container, as the case may be, or any number of separate items, parcels, packages or containers -- sent at one time in one load by or for the Customer from one address to one address.

"Dangerous Goods" means those substances and articles the carriage of which are prohibited by the provisions of the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR) as applied in the United Kingdom, or permitted to be carried only under the conditions prescribed therein, as well as all other substances and articles of a nature or having characteristics which represent a hazard or danger to persons or property, or which include any radioactive or explosive material.

“Demurrage” means any cost or expense the Carrier suffers as a result of the improper, excessive or unreasonable detention of any vehicle, trailer, container or other equipment belonging to or under the control of the Carrier.

"Force Majeure Event" shall have the meaning set out in Condition 10(2)(c)

"In writing" includes, unless otherwise agreed, the transmission of information by electronic, optical or similar means of communication, including, but not limited to, facsimile, electronic mail or electronic data interchange (EDI), provided that the information is readily accessible and durable so as to be usable for subsequent reference.

2. Parties and Sub-Contracting

- (1) The Customer warrants that he is either the owner of the Consignment or is authorised by the owner to accept these Conditions on his behalf; and that he is similarly authorised by all those having a proprietary or possessory interest in the Consignment, to accept these Conditions on their behalf.
- (2) The Carrier and any other carrier employed by the Carrier may employ the services of any other carrier for the purpose of fulfilling the Contract in whole or in part; and the name of every other such carrier shall be provided to the Customer upon request. The Carrier may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract, to the extent permitted by law.

- (3) The Carrier contracts both for itself and also as agent of and trustee for its servants and agents and all other carriers referred to in (2) above, and also as agent of and trustee for such other carriers' servants and agents; and every reference in these Conditions to "the Carrier" shall be deemed to include every other such carrier, servant and agent with the intention that they shall have the full benefit of the terms of this Contract, and collectively and together with the Carrier shall be under no greater liability to the Customer or any other party than is the Carrier hereunder.
- (4) Notwithstanding Condition 2(3), the carriage of any Consignment by rail, sea, inland waterway or air has been or will be arranged by the Carrier solely as agent of the Customer, and any such carriage shall be subject to the conditions of the rail, shipping, inland waterway or air carrier contracted to carry the Consignment. The Carrier shall be under no liability whatsoever, howsoever caused, to any person for such carriage: Provided always that where the Consignment is carried partly by road and partly by such other means of transport any loss, damage or delay shall be deemed to have occurred while the Consignment was being carried by road unless the contrary is proved by the Carrier.

3. Dangerous Goods

If the Customer does not disclose in writing and in advance that a Consignment contains Dangerous Goods, the Carrier shall be entitled to rescind the Contract. If the Carrier agrees to accept for carriage any Dangerous Goods so disclosed then the Customer must arrange for and ensure that the Dangerous Goods are classified, packed, marked, labelled and documented in accordance with all applicable statutory regulations for the carriage by road of the substance declared.

4. Loading and Unloading

- (1) Unless otherwise agreed in writing the Customer will be responsible for the loading of goods onto the vehicle and will also be responsible for the Consignee unloading the goods off the vehicle. The Carrier will not be responsible for any loss or damage to the goods arising from loading the goods onto or unloading them off the vehicle, or from the overloading of the vehicle or from the unsafe loading of the vehicle. The Carrier may, at its sole discretion, through its servants and agents provide assistance in loading or unloading the goods if requested to do so by the Customer or the Consignee or the agents of either. The Customer shall indemnify the Carrier from and against all and any loss, damage, death or injury that may arise whilst the loading or unloading operations is taking place whether or not such loss, damage, death or injury is attributable to the negligence of the Carrier, its agents or servants.
- (2) The Customer shall ensure that any cranes, fork lift trucks, slings, chains or other equipment used in loading or unloading the vehicle are suitable for that purpose and will indemnify the Carrier against any and all consequences of failure of or unsuitability of such equipment.
- (3) The Customer shall ensure that there is adequate access to the loading and the unloading points and that the roadways to and from the public highway are of suitable material and that unloading will take place on good sound hardstanding, where there will be sufficient space to load or unload the vehicle in safety.
- (4) The Carrier shall not be liable for any loss or damage whatsoever, howsoever caused, if the Carrier's personnel are instructed by the Customer or the Consignee or their servants or agents to provide service to an area which does not comply with Condition 4(3) above, whether or not against the recommendations of the Carrier or the Carrier's personnel.
- (5) The Customer shall indemnify the Carrier against all liability or loss or damage suffered or incurred (including but not limited to damage to the Carrier's vehicle) as a result of the Carrier's personnel complying with the instructions of the Customer or the Consignee or their servants or agents.
- (6) The Customer shall make available to the Carrier upon request details of any risk assessments which may have been carried out at the collection and/or delivery addresses. The responsibility for carrying out such risk assessments shall be that of the Customer and not of the Carrier.

5. Obligations of the Customer

The Customer warrants that:

- (1) The Consignment does not and will not: cause pollution of the environment or harm to human health; require any official consent or licence to handle, possess, deal with or carry; at any time whilst in the care or control of the Carrier constitute waste (unless the Carrier has been previously advised otherwise); and that the Consignment is of a nature that can be legally transported in the United Kingdom;
- (2) It will comply, and will procure that all of its agents, employees and sub-contractors also comply, with any reasonable regulations of the Carrier relating to handling, health and safety, and security, of which they are notified or have been notified; and
- (3) It will provide the Carrier with such information and materials as the Carrier may reasonably require in order to comply with its obligations under the Contract, and will ensure that such information is complete and accurate in all material respects.

- (4) If the Carrier's performance of any of its obligations under the Contract is prevented, hindered or delayed by any act or omission of the Customer or by any failure by the Customer to perform any relevant obligation (Customer Default), then:
 - (a) without limiting or affecting any other right or remedy available to it, the Carrier shall have the right to suspend performance of its obligations until the Customer remedies the Customer Default, and may rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents, hinders or delays the Supplier's performance of any of its obligations;
 - (b) the Carrier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Carrier's failure to perform or delay in performing any of its obligations as set out in this Condition 5(4); and
 - (c) the Customer shall on written demand reimburse the Carrier for any costs or losses sustained or incurred by the Carrier arising directly or indirectly from the Customer Default.

6. Signed Receipts

The Carrier shall, if so required, sign a document or electronic record prepared by the Customer or its agent acknowledging the receipt of the Consignment; but the burden of proving the condition of the Consignment and/or its nature, quantity, quality, or weight at the time of that receipt shall rest with the Customer.

7. Transit

- (1) Unless otherwise agreed expressly between the parties, transit shall commence after the Consignment has left the premises from where the Consignment is collected.
- (2) Transit shall (unless it has terminated earlier) end when the Consignment arrives at the proper place of delivery at the Consignee's address within the customary carriage hours of the district, provided that:
 - (a) if no safe and adequate access to that address exists, or if no safe and adequate unloading facilities exist there, then transit shall be deemed to end at the expiry of one clear day after notice (by letter, telephone, fax or email or other agreed method of communication) of the arrival of the Consignment at the premises has been sent to the Consignee or the Customer;
 - (b) when for any other reason whatsoever a Consignment cannot be delivered, or when a Consignment is held by the Carrier on instructions 'to await order' or 'to be kept till called for' or upon any like instructions, and no such order is given within a reasonable time, or the Consignment is not called for and removed within a reasonable time, then transit shall also be deemed to end at the expiry of that reasonable time.
- (3) The Consignment shall be at the sole risk of the Customer at all times when the Consignment is not in transit.

8. Undelivered or Unclaimed Consignments

Where either of the provisos to Condition 7(2) operate such that transit is deemed to have ended, the Carrier may sell the Consignment; and payment or tender of the proceeds of sale to the Customer, after deduction of all proper charges and expenses in relation thereto and of all outstanding charges in relation to the carriage and storage of the Consignment, shall discharge the Carrier from all liability in respect of such Consignment, its carriage and storage:

Provided that:

- (1) the Carrier shall do what is reasonable to obtain a reasonable price for the Consignment; and
- (2) the power of sale shall not be exercised where the name and address of the Customer or of the Consignee or of the owner of the Consignment or of any other person having any proprietary or possessory interest in it is known; unless the Carrier shall first have done what is reasonable in the circumstances to give notice to such persons that the Consignment will be sold unless within the time specified in that notice, being a reasonable time in the circumstances from the giving of such notice, the Consignment is taken away or instructions are given for its disposal.

9. Carrier's Charges

- (1) The Carrier's charges shall be payable by the Customer, without prejudice to any rights the Carrier may have against the Consignee, or any other person, to secure or obtain payment: Provided however that when any Consignment is consigned 'carriage forward' the Customer shall not be required to pay such charges unless the Consignee shall, within a reasonable period of demand for payment having been made of it, have failed to pay the Carrier's charges.
- (2) Charges shall be payable when due without deduction or deferment on account of any claim, counterclaim or set-off. If the Customer becomes insolvent, or any sums owed by the Customer to the Carrier become overdue for payment, all credit terms previously agreed shall be cancelled with immediate effect and all invoices and accounts issued by the Carrier shall be deemed due for immediate payment and all sums owing (whether due or not) shall thereupon become payable. The Late Payment of Commercial Debts (Interest) Act 1998, as amended, shall apply to all sums due from the Customer.

- (3) The Carrier shall use reasonable endeavours to obtain a signed proof of delivery of the Consignment from the Consignee, unless otherwise agreed with the Customer. No payment shall however be withheld by the Customer where the Carrier is unable to provide a proof of delivery unless notification of non-delivery is received by the Carrier no more than 48 hours after the expected time of delivery of the Consignment and the Carrier is subsequently unable to evidence proof of delivery.
- (4) The Customer shall pay to the Carrier any storage charges incurred as a result of it exercising its lien in accordance with clause 15 below.
- (5) If the Contract is cancelled at any time the Customer shall pay the Carrier all costs and expenses which the Carrier has incurred prior to such cancellation.

10. Liability for Loss and Damage

- (1) The Customer shall be deemed to have elected to accept the terms set out in sub-clause (2) of this Condition unless, before the transit commences, the Customer has agreed in writing that the Carrier shall be under no liability for loss of, or mis-delivery of or damage to or in connection with the Consignment, howsoever or whensoever caused, and whether or not caused or contributed to, directly or indirectly, by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or sub-contractors.
- (2) Subject to these Conditions the Carrier shall be liable for:
 - (a) physical loss, mis-delivery of or damage to living creatures, bullion, money, securities, stamps, precious metals or precious stones comprised within the Consignment only if:
 - (i) the Carrier has specifically agreed in writing to carry any such items; and
 - (ii) the Customer has agreed in writing to reimburse the Carrier in respect of all additional costs which result from the carriage of the said items; and
 - (iii) the loss, mis-delivery or damage is occasioned during transit and is proved to have been caused by the negligence of the Carrier, its servants, agents or sub-contractors;
 - (b) physical loss, mis-delivery of or damage to any goods of a type not covered by sub-clause (a) above comprised within the Consignment, unless the same has arisen from a Force Majeure Event.
 - (c) a "Force Majeure Event" shall mean any act(s), event(s), circumstance(s) or cause(s) the occurrence of which is beyond the reasonable control of the Carrier, including but not limited to:
 - (i) act of God, riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause, war, act of terrorism, seizure or forfeiture under legal process, restraint of government;
 - (ii) error, act, omission, mis-statement or misrepresentation by the Customer or the owner of the Consignment or by any servant or agent of either of them;
 - (iii) inherent wastage in bulk or weight, faulty design, latent defect or inherent vice or natural deterioration of the Consignment;
 - (iv) any special handling requirements in respect of the Consignment which have not been notified to the Carrier;
 - (v) insufficient or improper packaging, labelling or addressing, unless the Carrier has contracted to provide this service;
 - (vi) fire, flood, storm, earthquake, pandemic, or epidemic;
 - (vii) road congestion, road accidents, delays incurred at any delivery location or lack of delivery instructions from the Customer, vehicle breakdown;
- (3) The Carrier shall not in any circumstances be liable for any loss or damage arising after transit is deemed to have ended within the meaning of Condition 7(2) hereof, whether or not caused or contributed to, directly or indirectly, by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or sub-contractors.

11. Fraud

The Carrier shall in no circumstances be liable in respect of a Consignment in relation to which there has been fraud on the part of the Customer, the Consignee or the owner of the Consignment, or their servants or agents, unless the Carrier or of any servant of the Carrier acting in the course of his employment has been complicit in that fraud.

12. Limitation of Liability

- (1) Except as otherwise provided in these Conditions, the liability of the Carrier in respect of claims for physical loss of, mis-delivery of or physical damage to goods comprised within the Consignment, howsoever arising, shall in all circumstances be limited to the lesser of
 - (a) the value of the goods actually lost or mis-delivered, at the place they should have been delivered; or the amount by which damaged goods have been depreciated in value by reason of that damage; or
 - (b) the cost of replacing the goods actually lost or mis-delivered and/or reconditioning or repairing any damage to the goods; or
 - (c) a sum calculated at the rate of £1,300 Sterling per tonne on the gross weight of the goods actually lost, mis-delivered or damaged;

and the value of the goods actually lost, mis-delivered or damaged shall be taken to be their invoice value if they have been sold, and shall otherwise be taken to be their replacement cost to the owner at the commencement of the transit, and in all cases shall be taken to include any Customs and Excise duties or taxes paid or payable in respect of those goods when lost, mis-delivered or damaged:

Provided that:

- (i) in the case of loss, mis-delivery of or damage to a part of the Consignment, the weight to be taken into consideration in determining the amount to which the Carrier's liability is limited shall be only the gross weight of that part, regardless of whether the loss, mis-delivery or damage affects the value of other parts of the Consignment;
 - (ii) nothing in this Condition shall limit the liability of the Carrier to less than the sum of £10;
 - (iii) the Carrier shall be entitled to proof of the weight and value of the whole of the Consignment and of any part thereof lost, mis-delivered or damaged;
 - (iv) the Customer shall be entitled to give to the Carrier notice in writing, to be delivered at least seven days prior to commencement of transit, requesting that the £1,300 per tonne limit referred to in Condition 12(1)(c) above be increased (but not so as to exceed the value of the Consignment) and in the event of such notice being given the Customer shall be required to agree with the Carrier an increase in the carriage charges, but if no such agreement can be reached the aforementioned £1,300 per tonne limit shall continue to apply.
- (2) The liability of the Carrier in respect of claims for any other type of loss, liability or damage whatsoever and howsoever arising in connection with the Consignment shall not exceed the amount of the carriage charges in respect of the Consignment or the amount of the claimant's proved loss, whichever is the less, unless:
- (a) at the time of entering into the Contract with the Carrier, the Customer declares to the Carrier a special interest in the avoidance of physical loss, mis-delivery or damage to the Consignment, and/or a special interest in delivery within a specified period, undertaking to pay such surcharge, referable to the declared value of that interest or those interests, as may be agreed with the Carrier, and
 - (b) at least 7 days prior to the commencement of transit the Customer has delivered to the Carrier confirmation in writing of the declared value of any special interest and of any agreed time limit, and of its agreement to pay the specified surcharge which it has agreed with the Carrier.
- (3) The Carrier shall not be in breach of the Contract nor liable for any delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from a Force Majeure Event.
- (4) The following types of loss or damage are wholly excluded, and will not under any circumstances be the subject of compensation by the Carrier:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use of, or corruption of, software, data or information;
 - (f) loss of or damage to goodwill;
 - (g) indirect or consequential loss;
 - (h) any fine imposed on the Customer by the Consignee or its customer.

13. Indemnity to the Carrier

The Customer shall indemnify the Carrier against:

- (1) all losses, liabilities and costs incurred by the Carrier (including but not limited to those incurred in connection with loss of or damage to the carrying vehicle or to other goods carried) as a result of any breach of these Conditions by the Customer or any party on whose behalf it has contracted, or by reason of any error, omission, mis-statement or misrepresentation by the Customer or owner of the Consignment or by any servant or agent of either of them, or by reason of insufficient or improper packing, labelling or addressing of the Consignment, or by reason of fraud on the part of the Customer, the Consignee or the owner of the Consignment, or their servants or agents (as referred to in Condition 11);
- (2) all losses, liabilities and costs arising from claims and demands by whomsoever made and howsoever arising (including, for the avoidance of doubt, claims alleging negligence or conversion, or by H.M. Revenue and Customs in respect of dutiable goods, or arising out of the carriage of Dangerous Goods) in respect of any loss of or damage to, or in connection with, the Consignment in an amount exceeding the liability of the Carrier under these Conditions in respect of that loss or damage, whether or not that loss or damage was caused or contributed to, directly or indirectly, by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or sub-contractors.

14. Time Limits for Claims

(1) The Carrier shall not be liable for:

- (a) physical loss of, mis- or non-delivery of, or physical damage to goods comprised within the Consignment unless advised thereof in writing within seven days after the termination of transit or the date on which the transit should have terminated;
- (b) any other type of loss unless advised thereof in writing within twenty-eight days after the termination of transit or the date on which the transit should have terminated.

Provided that if the Customer proves that,

- (i) it was not reasonably possible for the Customer to advise the Carrier or make a claim in writing within the time limit applicable, and
- (ii) such advice or claim was given or made within a reasonable time after the time at which it did become reasonably possible for the Customer to advise the Carrier or make a claim in writing,

the Carrier shall not have the benefit of the exclusion of liability afforded by this Condition.

- (2) The Carrier shall in any event be discharged from all liability whatsoever and howsoever arising in respect of the Consignment unless legal proceedings are issued and notice in writing thereof given to the Carrier within one year of the date when transit commenced.
- (3) In the computation of time where any period provided by these Conditions is seven days or less, Saturdays, Sundays and all statutory public holidays shall be excluded.

15. Lien

(1) The Carrier shall have:

- (a) a particular lien on the Consignment for all charges due to the Carrier for the carriage, storage and/or warehousing of the Consignment and for all other proper charges or expenses incurred in connection with the carriage of the Consignment, and
- (b) a general lien on the Consignment for any sums overdue and unpaid by the Customer, by the owner of the Consignment or by any other person having any proprietary or possessory interest in it, by the Consignee, or by any agent of these persons, on any invoice, account or contract whatsoever.

If the Carrier exercises a lien, but appropriate payment is not made within 14 days after notice that the payment is due has been given in accordance with Condition 8(2) above, the Carrier may sell the Consignment, or any part thereof, as agent for its owner and for those having a proprietary or possessory interest in it, and shall apply the proceeds towards any sums unpaid and towards the expenses of the retention, storage, insurance and sale of the Consignment and shall, upon accounting to the Customer for any balance remaining, be discharged from all liability whatsoever in respect of the Consignment.

- (2) The Carrier may exercise its lien on its own behalf or as agent for any assignee of its invoices at any time and at any place in its sole discretion, whether or not the contractual carriage has been completed, and these Conditions shall continue to apply during the period of exercise of such lien.
- (3) If the Consignment is not solely the property of the Customer, the Customer warrants that it has the authority of all those having a proprietary or possessory interest in the Consignment to grant to the Carrier liens as set out in Condition 15(1) above, and the Customer shall indemnify the Carrier for all claims and demands the Carrier may receive asserting that the Customer did not have that authority.

16. Unreasonable Detention

The Customer shall be liable to pay Demurrage, without prejudice to any rights that the Carrier may have against any other person in respect of any improper, excessive or unreasonable detention of any vehicle, trailer, container or other equipment belonging to or under the control of the Carrier.

17. Assignment and Contra Accounting – Pre 2019 Contract Agreements

Where reciprocal trading is proposed please note the following terms and conditions: the assignment of any business undertaken on behalf of Orchid Transport Services Ltd is strictly prohibited, unless agreed and confirmed by a minimum of two directors in writing at least 7 days prior to the commencement of transit; then only with the express agreement of the "Assignment Facilitator", that Orchid Transport Services Ltd retains the right to set off or contra what is owed to Orchid Transport Services prior to settlement. Use of Assignment and Contra Accounting under any other circumstances must also be agreed by the directors prior to the undertaking of any business with Orchid Transport Services Ltd. Customer signature will be regarded as confirmation that there is agreement to comply with our terms and conditions relating to assignment and contra accounting.

18. Confidentiality

- (1) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by these Conditions.
- (2) Each party may disclose the other party's confidential information:
 - (a) to its employees, officers, representatives, sub-contractors or advisers who need to know such information for the purposes of carrying out the party's legal obligations; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental

or regulatory authority.

19. Law and Jurisdiction

Unless otherwise agreed in writing, the Contract and any dispute arising under it or in connection with it shall be governed by English law and each party irrevocably agrees that such dispute shall be subject to the exclusive jurisdiction of the English courts.

THESE CONDITIONS MAY ONLY BE USED BY MEMBERS OF
THE ROAD HAULAGE ASSOCIATION

Road Haulage Association Limited 2020

SCHEDULE 3

RHA CONDITIONS OF STORAGE

Road Haulage Association Limited

CONDITIONS OF STORAGE

Effective 1 March 2021

PLEASE NOTE THAT THE CUSTOMER WILL NOT IN ALL CIRCUMSTANCES BE ENTITLED TO COMPENSATION, OR TO FULL COMPENSATION, FOR ANY LOSS AND MAY BE SUBJECT TO CERTAIN OBLIGATIONS AND INDEMNITIES. THE CUSTOMER SHOULD THEREFORE SEEK PROFESSIONAL ADVICE AS TO APPROPRIATE INSURANCE COVER TO BE MAINTAINED WHILE GOODS ARE IN STORAGE.

Company Stamp or details

[illegible]

RHA membership number

(hereinafter referred to as "*the Contractor*") accepts Goods for Storage only upon the Conditions set out below. No servant or agent of the Contractor is permitted to alter or vary these Conditions in any way unless expressly authorised in writing to do so by a Director, Principal, Partner or other authorised person. If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Conditions. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose, have agreed or incorporate, and to the exclusion of any terms which might be implied by trade, custom, practice or course of dealing. It is expressly stated to be the Customer's responsibility to read and understand these Conditions which will form the basis of the Contract under which any claims or disputes are settled. Customers are recommended to take professional advice and must arrange adequate insurance to provide full cover for the Goods, and any liabilities they may be under in respect of it, when the Goods are in storage.

(1) Definitions

In these Conditions:

"Customer" means the person or company who contracts for the services of the Contractor including any other contractor who gives Goods to the Contractor for Storage.

"Contract" means the contract between the Customer and the Contractor for the Storage of the Goods.

"Goods" means goods whether a single item or in bulk or contained in one parcel, package or container as the case may be or any number of separate items, parcels, packages or containers Stored under the Contract.

"*Storage*" means the storage and handling of Goods including unloading and loading of Goods and movement of Goods between stores and such other ancillary services as the Contractor may agree to in writing, and the words "*Store*" and "*Stored*" shall be construed accordingly.

"Dangerous Goods" means:

- a. those substances and articles the carriage of which is prohibited by the provisions of the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR) as applied in the United Kingdom, or authorised only under the conditions prescribed in accordance therewith;
- b. any weapon, drug, poison, damaging article or substance or any article or substance likely to encourage vermin or other pests or likely to cause infection; and
- c. any Goods which, although, not included in (i) or (ii) above, in the sole opinion of the Contractor, present a similar hazard.

"In writing" includes, unless otherwise agreed, the transmission of information by electronic, optical or similar means of communication, including, but not limited to, facsimile, electronic mail or electronic data interchange (EDI), provided the information is readily accessible so as to be usable for subsequent reference.

"Trader" means the owner of the Goods, any other person having an interest therein and anyone acting on behalf of such owner or other person, including, as the case may be, the Customer.

(2) Parties and Sub-Contracting

- (1) The Customer warrants that he is either the owner of the Goods or is authorised by such owner to accept these Conditions on such owner's behalf, and that he is similarly authorised by all those having a proprietary or possessory interest in the Goods, to accept these Conditions on their behalf.
- (2) The Customer also warrants that the Goods are as described to the Contractor with regard to their nature, weight, quantity, condition and dimensions.
- (3) The Customer also warrants that Dangerous Goods accepted for Storage comply with all relevant statutory regulations for the time being in force concerning the Storage, carriage, packing, marking, documentation and labelling of such articles or substances.

- (4) The Contractor and any other contractors employed by the Contractor may employ the services of any other contractor for the purpose of fulfilling the Contract in whole or in part and the name of every such other contractor shall be provided to the Customer on request.
- (5) The Contractor contracts for itself and as agent of and trustee for its servants and agents and all other contractors referred to in (4) above and such other contractors' servants and agents and every reference in these Conditions to the "Contractor" shall be deemed to include every other such contractor, servant and agent with the intention that they shall have the benefit of the contract and collectively and together with the Contractor be under no greater liability to the Customer or any other party than is the Contractor hereunder.

3. Dangerous Goods

Dangerous Goods must be disclosed by the Customer and if the Contractor agrees to accept them for Storage such Goods must be properly and safely packed, marked, labelled and documented in accordance with any legislation for the time being in force for the Storage and carriage of such articles or substances and the Customer

- (1) shall, whilst the Dangerous Goods remain in Storage, keep the Contractor informed of any statutory modification or re-enactment thereof or any rules or regulations made thereunder or rules or recommendations made by any relevant authority, concerning the Storage or handling of the Dangerous Goods.
- (2) Prior to receipt of the Dangerous Goods, the Customer shall provide the Contractor with such information in writing as will enable the Contractor to know the identity of the Dangerous Goods, the nature of the hazards created thereby, and any action to be taken in an emergency. While the Dangerous Goods remain in Storage, the Customer shall keep the Contractor informed of its recommendations on the handling and Storage of such Goods including all health and safety recommendations. The Contractor shall be entitled to disclose the information supplied by the Customer to its servants, agents and other contractors referred to in condition 2(5), and any relevant Government department.
- (3) If the Customer does not disclose in writing and in advance that the Goods accepted for Storage include Dangerous Goods, the Contractor shall be entitled to rescind the Contract.

4. Procedure on Delivery or Collection

- (1) The Customer shall give the Contractor not less than twenty-four hours notice of its intention to deliver or remove Goods at the premises of the Contractor.
- (2) Unless otherwise agreed in writing the Customer will be responsible for any loading of goods onto a vehicle, and will also be responsible for any unloading of the goods off a vehicle during the Storage period. The Contractor will not be responsible for any loss or damage to the Goods arising from loading the Goods onto or unloading them off a vehicle, or from the overloading of a vehicle or from the unsafe loading of a vehicle. The Contractor may, at its sole discretion, through its servants and agents provide assistance in loading or unloading the goods if requested to do so by the Customer or its agents. The Customer shall indemnify the Contractor from and against all and any loss, damage, death or injury that may arise whilst the loading or unloading operations is taking place whether or not such loss, damage, death or injury is attributable to the negligence of the Contractor, its agents or servants.

5. Receipt of Goods

- (1) Following acceptance of the Goods for Storage the Contractor shall if so required provide the Customer with a receipt in writing but the burden of proving the condition of the Goods on receipt by the Contractor and that the Goods were of the nature, property, chemical composition, quantity, quality or weight declared in the relevant document shall rest with the Customer.
- (2) The Contractor shall notify the Customer of any pre-existing damage to and/or deficiency in the Goods to be Stored, within a reasonable time of the Contractor becoming aware of such damage or deficiency. Such Goods shall, in the absence of any express agreement to the contrary between the Customer and the Contractor, be returned to the Customer at the Customer's expense.

6. Obligations of the Customer

The Customer warrants that:

- (1) The Goods do not and will not: cause pollution of the environment or harm to human health; require any official consent or licence to handle, possess, deal with, store or carry; at any time whilst in the care or control of the Contractor constitute waste (unless the Contractor has been previously advised otherwise); and that the Goods are of a nature that can be legally stored in the United Kingdom;
- (2) It will comply, and will procure that all of its agents, employees and subcontractors also comply, with any reasonable regulations of the Contractor relating to handling, health and safety, and security, of which they are notified or have been notified; and
- (3) It will provide the Contractor with such information and materials as the Contractor may reasonably require in order to comply with its obligations under the Contract, and will ensure that such information is complete and accurate in all material respects.

- (4) If the Contractor's performance of any of its obligations under the Contract is prevented, hindered or delayed by any act or omission of the Customer or by any failure by the Customer to perform any relevant obligation (**Customer Default**), then:
 - (a) without limiting or affecting any other right or remedy available to it, the Contractor shall have the right to suspend performance of its obligations until the Customer remedies the Customer Default, and may rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents, hinders or delays the Contractor's performance of any of its obligations;
 - (b) the Contractor shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Contractor's failure to perform or delay in performing any of its obligations as set out in this Condition 6(4); and
 - (c) the Customer shall on written demand reimburse the Contractor for any costs or losses sustained or incurred by the Contractor arising directly or indirectly from the Customer Default.

7. Termination of Storage

- (1) Either the Contractor or Customer may at any time give not less than twenty-one clear days' notice in writing to the other of its intention to terminate the Contract and notwithstanding that the Contractor may have released the Goods before the expiry of such notice, all charges shall be payable to the date when the notice would have expired.
- (2) The Contractor may require the removal of the Goods or any part thereof, forthwith, if in the Contractor's opinion:
 - (a) the Customer's financial position becomes unsatisfactory or if the Customer ceases to pay its debts in the ordinary course of business or cannot pay its debts as they become due, or (being a company) is deemed to be unable to pay its debts or has a winding up petition issued against it or a receiver appointed of all or any part of its assets, or if a proposal is made for a composition with creditors or scheme of arrangement or for an administrator to be appointed in respect of all or any part of the business or assets of the Customer or (being an individual) commits an act of bankruptcy or has a bankruptcy petition issued against him, or the Customer is in breach of any of its obligations arising under the Contract;
 - (b) the Storage of Goods poses a risk to the health and safety of the Contractor, its servants or any third party or to the Contractor's property or any third party property;
 - (c) the continued Storage of the Goods will result in the Goods perishing or otherwise deteriorating and/or will cause damage to other goods or property.
- (3) If the Goods or any part thereof are not removed after notice is given by the Contractor to the Customer in accordance with paragraphs (1) and (2) above, then the Contractor may, at its absolute discretion, sell the Goods after the lapse of a reasonable period of time after notice is given by the Contractor to the Customer of its intention to sell the Goods or part thereof.

8. Revision of Storage Charges and Conditions of Storage

The Contractor's charges and these Conditions may be revised by the Contractor from time to time. Any such revision shall not become effective until the expiry of twenty-one days from the date notice of proposed revision is given to the Customer.

9. Contractor's Charges

- (1) Goods accepted for Storage during any calendar week (Monday to Sunday both inclusive) shall be charged for as though they were received on the first day of such week.
- (2) The Contractor's charges shall be payable by the Customer, without prejudice to any rights the Contractor may have against any other person, to secure or obtain payment.
- (3) Charges shall be payable when due without reduction or deferment on account of any claim, counterclaim or set-off. If the Customer becomes insolvent or any sums owed by the Customer on any invoice or account with the Contractor become overdue for payment, any credit terms shall be cancelled with immediate effect and all invoices or accounts issued by the Contractor shall immediately be deemed due for payment and thereupon become payable. The Late Payment of Commercial Debts (Interest) Act 1998, as amended, shall apply to all sums due from the Customer.
- (4) Should the delivery of Goods be postponed or cancelled by the Customer, the Contractor shall be entitled to recover from the Customer all expenses incurred by the Contractor and all rental charges in respect of space reserved for such Goods.
- (5) The Customer shall pay to the Contractor any additional storage charges incurred as a result of it exercising its lien in accordance with clause 15 below.

10. Liability for Loss and Damage

- (1) The Customer shall be deemed to have elected to accept the terms set out in (2) of this Condition unless, before the Goods are Stored, the Customer has agreed in writing that the Contractor shall not be liable for any loss or mis-delivery of or damage to or in connection with the Goods howsoever or whensoever caused and whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrong doing on the part of the Contractor, its servants, agents or sub-contractors.
- (2) Subject to these conditions the Contractor shall be liable for:
 - (a) physical loss, mis-delivery of or damage to living creatures, bullion, money, securities, stamps, precious metals or precious stones only if:
 - (i) the Contractor has specifically agreed in writing to Store any such items; and
 - (ii) the Customer has agreed in writing to reimburse the Contractor in respect of all additional costs which result from the Storage of the said items; and

- (iii) the loss, mis-delivery or damage is occasioned during Storage and is proved to be due to the negligence of the Contractor, its servants, agents or sub-contractors.
- (b) physical loss, mis-delivery of or damage to any other Goods not covered by sub-clause (a) above comprised occasioned during Storage unless the same has arisen from a Force Majeure Event.
- (c) A "**Force Majeure Event**" shall mean any act(s), event(s), circumstance(s) or cause(s) the occurrence of which is beyond the reasonable control of the Contractor, including but not limited to:
 - (i) act of God, riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause, war, act of terrorism, seizure or forfeiture under legal process, restraint of government;
 - (ii) error, act, omission, mis-statement or misrepresentation by the Customer or the owner of the Goods or by any servant or agent of either of them;
 - (iii) inherent wastage in bulk or weight, faulty design, latent defect or inherent vice or natural deterioration of the Goods;
 - (iv) any special handling requirements in respect of the Goods which have not been notified to the Contractor;
 - (v) insufficient or improper packaging, labelling or addressing, unless the Contractor has contracted to provide this service;
 - (vi) fire, flood, storm, earthquake, pandemic, or epidemic;
 - (vii) leakage or deficiency of Goods of a perishable or leaky nature, moth, vermin, insects, atmospheric or climatic causes;
 - (viii) any other cause beyond the reasonable control of the Contractor.
- (3) The Contractor shall not in any circumstances be liable for loss of or damage to Goods arising after Storage of such Goods has ended, whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Contractor, its servants, agents or sub-contractors.

11. Fraud

The Contractor shall not in any circumstances be liable in respect of Goods where there has been fraud on the part of the Customer or the owner, or the servants or agents of either, in respect of those Goods, unless the Contractor or any servant of the Contractor acting in the course of his employment has been complicit in that fraud.

12. Limitation of Liability

- (1) Except as otherwise provided in these Conditions, the liability of the Contractor in respect of claims for physical loss, mis-delivery of or damage to Goods, howsoever arising, shall in all circumstances be limited to the lesser of
 - (a) the value of the Goods actually lost, mis-delivered or damaged, at the place they should have been stored; or the amount by which damaged Goods have been depreciated in value by reason of that damage; or
 - (b) the cost of repairing any damage or of reconditioning the Goods; or
 - (c) a sum calculated at the rate of £100 Sterling per tonne on the gross weight of the Goods actually lost, mis-delivered or damaged;
 and the value of the Goods actually lost, mis-delivered or damaged shall be taken to be their invoice value if they have been sold and shall otherwise be taken to be the replacement cost thereof to the owner at the commencement of Storage, and in all cases shall be taken to include any Customs and Excise duties or taxes paid or payable in respect of those Goods when lost, misdelivered or damaged:

Provided that:

- (i) in the case of loss, mis-delivery of or damage to a part of the Goods the weight to be taken into consideration in determining the amount to which the Contractor's liability is limited shall be only the gross weight of that part regardless of whether the loss, mis-delivery or damage affects the value of other parts of the Goods;
- (ii) nothing in this Condition shall limit the liability of the Contractor to less than the sum of £10;
- (iii) the Contractor shall be entitled to proof of the weight and value of the whole of the Goods and of any part thereof lost, mis-delivered or damaged;
- (iv) the Customer shall be entitled to give to the Contractor notice in writing to be delivered at least seven days prior to commencement of Storage requiring that the £100 per tonne limit in 12(1)(c) above be increased, but not so as to exceed the value of the Goods, and in the event of such notice being given the Customer shall be required to agree with the Contractor an increase in the Storage charges in consideration of the increased limit, but if no such agreement can be reached the aforementioned £100 per tonne limit shall continue to apply.
- (2) The liability of the Contractor in respect of claims for any other type of loss, liability or damage whatsoever and howsoever arising in connection with the Goods, shall not exceed the amount of the Storage charges in respect of the Goods or the amount of the claimant's proved loss, whichever is less, unless:
 - (a) at the time of entering into the Contract with the Contractor the Customer declares to the Contractor a special interest in Storage in the event of physical loss mis-delivery or damage and agrees to pay a surcharge calculated on the amount of that interest, and
 - (b) at least seven days prior to the commencement of Storage the Customer has delivered to the Contractor confirmation in writing of the declared value of any special interest, and of its agreement to pay the specified surcharge which it has agreed with the Contractor.
- (3) The Contractor shall not be in breach of the Contract nor liable for any delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from a Force Majeure Event.

- (4) The following types of loss or damage are wholly excluded, and will not under any circumstances be the subject of compensation by the Contractor:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use of, or corruption of, software, data or information;
 - (f) loss of or damage to goodwill;
 - (g) indirect or consequential loss;
 - (h) any fine imposed on the Customer by the Consignee or its customer.

13. Indemnity to the Contractor

The Customer shall indemnify the Contractor against:

- (1) all losses, liabilities and costs incurred by the Contractor (including but not limited to those incurred in connection with loss of or damage to the place of storage and to other goods Stored) as a result of any breach of these Conditions by the Customer or any party on whose behalf it has contracted, or by reason of any error, omission, mis-statement or misrepresentation by the Customer or owner of the Goods or by any servant or agent of either of them, or by reason of insufficient or improper packing, labelling or addressing of Goods or fraud on the part of the Customer, or the owner of the Goods, or their servants or agents (as referred to in Condition 11);
- (2) all losses, liabilities and costs arising from claims and demands by whomsoever made and howsoever arising (including for the avoidance of doubt claims alleging negligence), or conversion, or by HM Revenue and Customs in respect of dutiable goods or arising out of the Storage of Dangerous Goods in respect of any loss of or damage to, or in connection with, the Storage in an amount exceeding the liability of the Contractor under these Conditions in respect of that loss or damage whether or not that loss or damage was caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Contractor, its servants, agents or sub-contractors.

14. Time Limits for Claims

- (1) The Contractor shall not be liable for:
 - (a) physical loss of, mis-delivery or non-delivery of or physical damage to Goods being Stored, or failure to release any Goods unless advised thereof by the Customer within seven days after release of the Goods alleged to be damaged or, in the case of Goods alleged to be lost or mis-delivered or which the Contractor fails to release, within seven days after the time when the Goods should in the ordinary course of events have been released and the Contractor shall be under no liability unless such claim is made within the time stipulated; or
 - (b) any other type of loss unless advised thereof in writing within twenty-eight days after the termination of Storage or the date on which the Storage should have terminated,
 provided that if the Customer proves that:
 - (i) it was not reasonably possible for the Customer to advise the Contractor or make a claim in writing within the time limit applicable, and
 - (ii) such advice or claim was given or made within a reasonable time, after the time at which it did become reasonably possible for the Customer to advise the Contractor or make a claim in writing, the Contractor shall not have the benefit of the exclusion of liability afforded by this Condition.
- (2) The Contractor shall in any event be discharged from all liability whatsoever and howsoever arising in respect of the Goods unless legal proceedings are issued and notice in writing thereof given to the Contractor within one year of the date when the Goods were released or should, in the ordinary course of events, have been released.
- (3) In the computation of time where any period provided by these Conditions is seven days or less, Saturdays, Sundays and all statutory public holidays shall be excluded.

15. Lien

- (1) The Contractor shall have:
 - (a) a particular lien on the Goods for all charges due to the Contractor for the Storage of the Goods, and
 - (b) a general lien on the Goods for any sums overdue and unpaid by the Customer, by the owner of the Goods or by any other person or agent having any proprietary or possessory interest in the Goods, on any invoice, account or contract whatsoever.

If the Contractor exercises a lien, but appropriate payment is not made within 14 days after notice that the payment is due has been given to the Customer, the Contractor may sell the Goods, or any part thereof, as agent for its owner and for those having a proprietary or possessory interest in it, and shall apply the proceeds towards any sums unpaid and towards the expenses of the retention, storage, insurance and sale of the Goods and shall, upon accounting to the Customer for any balance remaining, be discharged from all liability whatsoever in respect of the Goods.

- (2) The Contractor may exercise its lien on its own behalf or as agent for any assignee of its invoices at any time and at any place in its sole discretion, whether or not the contractual storage has been completed, and these Conditions shall continue to apply during the period of exercise of such lien.
- (3) If the Consignment is not solely the property of the Customer, the Customer warrants that it has the authority of all those having a proprietary or possessory interest in the Consignment to grant to the Contractor liens as set out in Condition 15(1) above, and the Customer shall indemnify the Contractor for all claims and demands the Contractor may receive asserting that the Customer did not have that authority.

16. Impossibility of Performance

The Contractor shall be relieved of its obligations to perform the Contract to the extent that the performance thereof is prevented by failure of the Customer, fire, weather conditions, industrial dispute, epidemic or pandemic, labour disturbance or cause beyond the reasonable control of the Contractor.

17. Notice

All written communications from the Contractor to the Customer shall be deemed to have been served if delivered or posted to the last known address of the Customer.

18. Confidentiality.

- (1) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by these Conditions.
- (2) Each party may disclose the other party's confidential information:
 - (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's legal obligations; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

19. Law and Jurisdiction

Unless otherwise agreed in writing, the Contract and any dispute arising thereunder shall be governed by English law and shall be subject to the jurisdiction of the English courts alone.

THESE CONDITIONS MAY ONLY BE USED BY MEMBERS OF THE
ROAD HAULAGE ASSOCIATION