Front Runner Logistics Ltd
Terms of Business

All business of Front Runner Logistics Ltd is transacted in accordance with our Terms of Business, consisting of :-

(i) Customer Terms
(ii) Pricing Terms
(iii) The current Road Haulage Association Ltd ("RHA") Conditions of Carriage (2024 Edition)*

as set out below.

**Please note that the prevailing RHA Conditions of Carriage current at the relevant time of Front Runner Logistics Ltd providing services shall apply.*

(i) Customer Terms

*'**Customer**' and '**Consignment**' shall have the same meaning as defined in the RHA Conditions of Carriage.*

1. If credit terms have been granted, invoices must be paid within 30 days or upon demand if the credit limit granted has been reached or exceeded. For non-credit accounts, invoices must be paid immediately on receipt.
2. Interest pursuant to clause 9(2) of the RHA Conditions of Carriage will be payable on all and any payments not made when falling due as provided for in clause 1 above of these Customer Terms.
3. The Customer shall raise any queries relating to invoices within 14 days of receipt otherwise the invoice will be deemed accepted as drawn.
4. Front Runner may at its sole discretion set all received sums against any sums due under your account to clear older debts if necessary. You shall be liable to us for all legal costs and other costs (on a full indemnity basis) incurred by us for enforcing any provision of this Agreement or recovering any sums due from you.
5. No waiver of any of these terms or any right is valid unless it is in writing and signed by a Company Director of Front Runner. A valid waiver is limited to the specific situation for which it is given. Except as expressly set forth otherwise in the waiver document, nothing in this Agreement shall be deemed or construed as either party having waived or suspended or otherwise limited any rights or remedies available at law or in equity.
6. Any price quotation is based on identified cargo weight or volume by the Customer. If cargo tendered is different the actual weight/volume shall be used to recalculate the applicable charges agreed.
7. Any storage arising from the Customer's actions or omissions including but not limited to premature collection/delivery, importer's error delays by ports, customs or other parties or late payment to Front Runner are not included in any quoted rates and shall be chargeable to the Customer.
8. Where pricing is provided for perishable or temperature-sensitive cargo, rates are based on the Customer warranting the Consignment has been properly prepared, packed and labelled and that good and accurate handling requirements have been properly communicated to Front Runner in writing. Packing and/or refrigeration and/or active temperature control services are excluded unless specified in writing to the Customer.
9. The Customer shall provide Front Runner with all instructions, contacts, references and other information reasonably required to deliver or collect Consignments or perform the instructed services. Such information must be stated on the shipment/Consignment note provided when the booking is confirmed.
10. The Customer accepts that charges for waiting time shall apply when the waiting time allowance (as published by Front Runner together with its Tariff) has expired.

(ii) Pricing Terms

All pricing shall be in accordance with the terms below and Front Runner's tariffs as published and updated from time to time. Where pricing in accordance with the tariffs is not possible then pricing by quotation subject to the same Pricing Terms shall apply.

Daily collections & deliveries

1. All daily bookings need to be made by 6.00pm on the day prior to the intended collection or delivery. Any bookings after this time may not be processed until the next working day and will be accepted at Front Runner's discretion.

2. We will endeavour to collect all export bookings the same day they are transmitted to us before 11am, however if we are unable to collect you will be advised so we can move to the next day or you can make alternative arrangements. Bookings received after 11am will be automatically processed for the following working day unless otherwise agreed in writing.

3. **Secure Sites.** All secure sites that require drivers to be escorted will be treated and charged as a SPECIAL as per the Special tariff unless otherwise agreed in writing. This will be applied retrospectively as applicable.

4. **False Calls**. Any false or abortive called import deliveries will be charged 100% with a surcharged additional 100% to return to the instructed location (a charge to deliver and a charge to return). In the event that there is no instruction then the freight shall be returned to Front Runner's warehouse and storage charges may apply. Any false called/same-day cancelled export collections will be charged at 100% of the collection cost.

   Front Runner will use reasonable endeavours to communicate via phone/email to the customer should issues occur at deliveries or collections.

   Our standard practice is to allow 15 to 20 minutes from the first notification until a daily collection or delivery is false called to ensure other jobs are not delayed or jeopardised. Should it be possible to wait longer we will endeavour to do so however on some occasions we will have to leave the location after 15 to 20 minutes and log the collection or delivery as a false or abortive call and notify the customer of such.

5. Our **standard hours** for collecting or delivering daily deliveries and collection is 8.00am to 6.00pm, Monday to Friday, excluding bank holidays and excluding Christmas shutdown period. We will endeavour to meet individual job requirements however this cannot be guaranteed and Front Runner will not accept any liability for losses incurred as a result of failing to meet individual job requirements that fall outside of the standard hours of 8.00am to 6.00pm.

   Customers seeking more time specific parameters should consider utilising a 5 hour, 3 hour or Special service. Daily deliveries and collections will be delivered or collected between the standard hours of 8.00am to 6.00pm unless a 3 hour or 5 hour surcharge has been applied in which case we will meet those time requirements.

6. **Estimated Time of Arrival** (ETA). Requests for ETAs for daily deliveries and collections will not be provided until after 12.00pm on the day of the job. Please ensure you check the Front Runner Daybook portal for Proof of Delivery (PODS) before requesting ETAs after 12.00pm.

7. **Handling Requirements.** All jobs booked on our daily service will be considered stackable. If there are non-stack requirements you must contact our Quotes Team prior to

booking to discuss the most appropriate service level and charges and ensure that all handling requirements have been submitted to us in writing, in advance.

In the case of non-stackable freight we reserve the right to either price the freight based upon a volume height of 170cm high OR charge as a special if this is necessary depending on the type and nature of the freight and handling requirements.

8. **Specific Vehicles.** If a curtain sided vehicle is requested for delivery or collection then an out of gauge surcharge will be applied regardless of the freights dimensions.

   If a specific vehicle is required to action a collection or delivery (e,g. HGV required for loading bay) then this will be charged as a SPECIAL unless otherwise agreed in writing.

9. **Handling, Storage & Return Surcharges.** Any company that is not open on a 24/7 basis to accept their daily export freight will incur a surcharge for handling, storage and to return the freight the following day.

   The charge is 5p/kg of freight or £5.00 minimum per job booking, whichever is the greater. If we are screening and delivering the freight into the airline this surcharge does not apply.

10. Freight carried on our daily service must physically fit on a 7.5t truck (this is at our discretion based on our fleet).

Specials

1. **Specials.** A job with specific delivery or handling requirements that does not fall into the classification of a daily delivery or collection, e.g. a collection or delivery with less than a 3 hour window to action such as a delivery slot between 11.00am to 12.00pm will be classed as a Special. Front Runner reserves the right to specify what constitutes a Special job.

   Please note a Special job does not constitute an EMPTY or WHOLLY DEDICATED vehicle to a single job. Front Runner reserves the right to consolidate Specials (if possible) and/or utilise the vehicle for other jobs before or after completing other Specials.

   Any jobs that require EMPTY or WHOLLY DEDICATED vehicles should be explicitly requested for (prior to booking) following which Front Runner shall provide a quotation to the Customer.

   Any shipments booked that do not have an applicable daily tariff price will be priced as a Special if no other price is agreed prior to the job being actioned.

2. **Temperature Controlled/Pharma (GDP).** Are to be priced on a quotation basis only.

3. **Out of Hours.** Are to be priced on a quotation basis only. Please note that out of hours pricing shall apply to jobs where a driver will need to start their shift before 6.00am to meet the job requirements or delivery/collection is booked for 5.00pm or later or where a driver will not have enough time to return to base within the same day due to the observation of legal driving, e.g. a delivery to Scotland from LHR.

4. **Section 5 Movements.** Are to be priced on a quotation basis only.

5. **Specific Vehicle Type Requests.** If a specific vehicle size is requested to carry out a collection or delivery, regardless of chargeable weight, then a **Special** price for that

vehicle will be charged unless otherwise agreed in writing e.g. a 7.5t or bigger is requested to off-load on a loading bay but the shipment is only 50kg chargeable weight.

6. **False Calls (Specials).** Any false called import deliveries will be charged 100% with a surcharged additional 100% to return to the instructed location (a charge to deliver and a charge to return). In the event that there is no instruction then the freight shall be returned to Front Runner's warehouse and storage charges may apply. Any false called/same-day cancelled export collections will be charged at 100% of the collection cost.

Surcharges

1. 3 hour and 5 hour window for collection or delivery surcharges shall apply. The 3 hour and 5 hour window must not start before 8.00am and must end by 6.00pm), e.g. 9.00am to 2.00pm for a 5 hour window or 9.00am to 12.00pm for a 3 hour window.

2. Jobs that must be collected in a window smaller than 3 hours, or at a specified time, will be charged as a **Special** in order to meet the time stipulations but will still be treated as a groupage job so may be consolidated with other shipments. Quotes can be provided for more competitive rates if there is flexibility.

3. **Out Of Gauge** is where any dimension, of any item within a shipment, is over 1.3m(width or length) or 1.7m(height) and is subject to an "OOG" surcharge.

4. **Hazardous or Dangerous Goods** limited amounts or small load exemptions (ADR 1.1.3.6) will be subject to a Hazardous Goods surcharge.

   ADR shipments should be checked and quoted for prior to booking.

   Hazardous freight must be OVERPACKED and BANDED TO PALLET(S) for the daily service so that any minor damage to OUTER packaging can be remedied without the need to repack in Hazardous specific packaging. Should Front Runner accept cargo that is not sufficiently protected and packed as stated above then we shall not accept any liability whatsoever for any repacking charges or costs for repair, replacement or loss.

5. **Tail Lifts.** Deliveries or collections that requires a tail-lift as instructed on the customer's job note shall incur a surcharge. Drivers with tail-lifts are only expected to lift or lower pallets of no more than 500kg and pallets should be a maximum size and height of 120cm x 100cm x 150cm. This is to protect the health and safety of the driver and prevent incidents of freight falling from tail-lifts potentially causing injury. Any jobs requiring loading/off-loading assistance that are larger than this should be advised and discussed with a transport planner prior to booking and shall be quoted for individually.

6. **Storage** is free for the first 48 hours. After the first 48 hours it is charged at £12.50 per 100kg, or part thereof, per day charged each day commencing at 00.01 hours after the expiry of the initial 48 hour free storage period.

Imports Collections

1. **Waiting time at Airlines.** We will endeavour to collect all import shipments from airlines throughout the night however due to regular excessive airline waiting times we will only be able to allow 2 hours at each airline shed after which time we will charge waiting time at our published rates should it be possible to wait. If other commitments are pending then the vehicle will not be able to wait further and will have to move on.

2. **Import Collections Pre-Midnight.**

   Pre-midnight shipments up to 1000kg will incur a surcharge (see published tariff). Pre-midnight shipments over 1000kg need to be quoted and agreed in writing prior to commencing the service.

   Pre-midnight collections from airline sheds must be booked/confirmed via email as this cannot be guaranteed via our standard import collection service (acceptance of booking is at our discretion)

   Import collection notes MUST state "**PRE-MIDNIGHT**" on them, so planners/drivers on day or night shift, can plan appropriately. Alternative phrases such as "collect today" will not be interpreted as a pre-midnight requirement. "**PRE-MIDNIGHT**" is the only instruction we will accept for that requirement.

   Customers are responsible to ensure their import collections have been collected from airline sheds via our TMS portal (access provided upon request). Any missed import collections must be advised verbally and confirmed in writing the following day so action can be taken to collect (INCLUDING WEEKENDS). Front Runner will not accept any liability for any storage charges as a result of the Customer failing to notify Front Runner of missed import collections the next day whether or not the next day falls on a weekday or weekend.

   Front Runner will not accept any form of liability for storage charges incurred unless the above points are complied with in full.

3. **Import Collection Cut-Off time of 16.30 hours.** For import collections from Airline sheds after the cut off time of 4.30pm please check with the Front Runner office prior to emailing as they may not be processed without prior arrangement.

4. **Airline Waiting Times & Trunking**. Due to excessive waiting time at Airlines we reserve the right to carry out import daily collections from Airlines on a 48 hour basis/service as opposed to a daily basis, particularly where trunking is involved.

5. **Collections & Storage Charges (PULL & HOLD).** Import collections that are "Pull & Hold" will be charged as an individual transport charge (see published tariff). Onward delivery charges will be billed separately when booked. Any Import collections that are booked with us as "Pull & Hold" will incur storage charges after 48 hours of arrival to the Front Runner warehouse at the rate of:-

   £12.50 per 100kg, charged every day at 00.01

   Pull & Hold must be instructed with an airline collection/delivery note specifying Front Runner Warehouse as the delivery address. Front Runner accepts no liability for Pull & Hold shipments if a collection/delivery note is provided and the final consignee is addressed as the delivery point and the freight is inadvertently delivered to the final consignee.

6. **Email Bookings.** When booking import collections customers should ensure that ONE BOOKING PER EMAIL is sent, using the billing reference as the subject matter of the email. Customers should not attach multiple bookings to a single email as this can lead to bookings being mistakenly missed.

7. **Pallet Exchange.** Any Import collections that require a pallet exchange to collect from the Airline will be billed at the published tariff rate per pallet. Customers are advised that

drivers are not able to break down shipments to avoid pallet exchange charges. The pallet exchange charge will be added to the job charge automatically as part of the tariff.

8. Any storage charges that are levied by Airlines as a result of Front Runner waiting to get in or waiting to book in to Airline sheds will not be accepted. Customers are advised that Airline delays can be significant and as a result Front Runner cannot accept any such storage charges.

Screening & Exports

1. Any shipments where Front Runner is required to perform the screening should be emailed to Front Runner at the earliest opportunity to screening@frontrunlog.co.uk

2. **Third Party Deliveries into Front Runner.** Any shipments delivered into Front Runner via third parties will incur a receiving charge of £0.05p/kg (minimum £10.00 charge) per shipment.

   Third party deliveries must be pre-alerted to screening@frontrunlog.co.uk in order for the warehouse to accept the freight. Failure to pre-alert may lead to freight being refused or delayed. Pre-alerts must contain details of all expected shipments and the third party delivering the freight i.e. company name, vehicle registration, particulars of freight and any other relevant information such as handling and screening instructions.

3. Shipments that are required to be delivered into LHR must be advised accordingly and accompanying documents and labels provided by 4.00pm on the day of delivery.

4. A minimum of 24 hours is required from acceptance of export freight at Front Runner's warehouse to delivery cut-off at LHR airline shed unless otherwise agreed in writing.

   Same-day screening and delivery to LHR is not a standard service and often impossible if primary screening fails and secondary screening is required. Screening costs are to be quoted to the Customer should the need arise.

General

1. Any false calls shall be charged at the full rate plus +100% surcharge for failed import deliveries that must be returned to LHR.

2. All instructions including all information such as contacts, references, descriptions, handling instructions required to deliver or collect shipments MUST be stated on a SHIPMENT or JOB NOTE provided by the Customer when the booking is confirmed. We will not be liable for omissions or errors where information has only been noted in emails, subject lines or previous correspondence or other documents - ALL RELEVANT INFORMATION MUST BE ON THE SHIPMENT or JOB NOTE PROVIDED.

3. Bookings are normally acknowledged by return email. If the Customer does not receive a return email then the Customer should check the booking has been received and monitor the Front Runner customer portal - www.frlonline.net where full visibility of all bookings can be found.

(iii) RHA Conditions of Carriage

Road Haulage Association Limited
CONDITIONS OF CARRIAGE 2024
Effective January 2024

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

FRONT RUNNER LOGISTICS LTD
Unit A
Apex 30
233-269 London Road
Staines
Surrey
TW18 4JU

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RHA membership number

(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 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 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 are taking place, or as a result of how the vehicle has been loaded, 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, are well maintained and are only operated by personnel who have been suitably trained on the use of such equipment. The Customer will indemnify the Carrier against any and all consequences of failure of, misuse 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, or where the Carrier has not been allowed reasonable opportunity to inspect a load which has been loaded by 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 and/or in relation to any equipment used in loading or unloading the vehicle. The responsibility for carrying out such risk assessments shall be that of the Customer and not of the Carrier. The Carrier may refuse to enter any site which the Carrier, at the Carrier's sole discretion, considers to be unsafe.

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, including but not limited to information relating to the weight and contents of the Consignment, and the Customer will ensure that such information is complete and accurate in all material respects.

(4) The Customer shall, and shall procure that the Consignee shall, allow any employees or agents of the Carrier to access all welfare facilities available at their premises.

(5) 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(5); 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. Receipts

The Carrier shall, if so required, provide 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. For the avoidance of doubt, the Customer shall not be entitled to withhold any of the Carrier's Charges where such receipt has not been provided.

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 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 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, together with such evidence as may reasonably be required to prove that the physical loss of, mis- or non-delivery of, or physical damage to goods was caused by the Carrier, 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 and 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. 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.

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.

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

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