

## **TJ Hammond Transport Ltd, Conditions of Trading**

DEFINITIONS In these conditions words importing the singular meaning shall include the plural meaning and vice versa and importing the masculine shall include the feminine and neuter, and the following expressions shall have the meanings hereby respectively assigned to them: -

“The Company” means “TJ Hammond Transport” Limited.

“The Client” means any persons and the agents or employees who engage the services of the Company.

“Consignment” means any goods entrusted to the Company by the Client for customs clearance, handling, storage or carriage in accordance with these conditions.

## **TRANSACTIONS**

All transactions are entered into by the Company upon these conditions only and no agent or employee of the Company is empowered to alter or vary these conditions in any way.

## **QUOTATIONS**

All quotations by the company are given only on the basis of immediate acceptance by the client within 7 days and are subject to withdrawal or revision without notice after that period.

## **WHERE LEGISLATION TO WHICH THE CONTRACT IS COMPULSORLY SUBJECT APPLIES**

Nothing in these conditions shall be constructed as a surrender by the Company of any of its rights or immunities or as an increase of any of its liabilities under such legislation, and if any part of these conditions is repugnant to any such legislation to any extent, such part alone shall be void and to that extent only, not affecting any contracts to which such legislation is applicable, nor affecting any part of these conditions not unlawful in itself which shall be deemed to be severable.

## **CLIENTS' DECLARATION AND AGREEMENT**

The Client declares that any goods handled by the Company are either their own unencumbered property or that they have full and absolute authority of all persons owning or interested in the goods to enter into the contract and he agrees to indemnify the Company against any claims charges costs and demands made against it by persons claiming an interest in the consignment.

## **DISCLAIMER**

The Company shall not be liable for the damage or loss to the client save in so far as cannot be avoided in law arising from failure to carry out or negligence in carrying out the contract save so far as such damage or loss is due to the willful neglect or default of the Company or its own employees. The Company expressly disclaims any liability for indirect or consequential damage, for loss of future or prospective clients or market and for any loss or damage directly caused by the failure of the Client to comply with these conditions



## **GENERAL LIEN**

The Company shall have a general lien against the owner of any goods for any monies whatsoever due from such owner to the Company. If any lien is not satisfied within a reasonable time the Company may at its absolute discretions sell the goods as agents for the owner and apply the proceeds towards monies due and the expenses of the sale and shall upon accounting to the Client for the balance remaining. If any, be discharged from all liability whatsoever in respect of the goods. The Company will inform the Client of such action in writing.

## **PAYMENT**

All invoices of the Company must be paid by the Client within the terms stated on & from the date on the invoice, unless otherwise agreed in writing by the Company. All invoice queries must be raised with 14 days of such date. The Company reserve the right to charge 8% above base rate on all overdue balances. Late payment may result in credit facilities being withdrawn & would render all invoices immediately payable. Invoices will be provided to the Client in digital format unless otherwise agreed. Monthly statements will be made available to clients in digital format. Queries relating the monthly statements must be raised within 14 days of receipt. Any terms of settlement agreed between the Company and the Client shall have no effect upon the remainder of the Company's conditions of trading. All sums shall be paid to the Company by the agreed payment method immediately when due without deduction and payment shall not be withheld or deferred on account of any claim, counterclaim or set off. Every Client requiring a credit facility must complete a Company application form. The benefits of this facility will not be applicable until the Company receives the relevant confirmation it requests and the Client will be notified that a facility has been approved and a credit limit set. The limit must not be exceeded unless agreed by the Company in writing, the facility may be put on "Stop" until a payment is made to reduce the debt in full or below the agreed limit with adequate resource to perform any future carriage. Clients that have not received written approval of a credit facility with be subject to upfront payment or on completion of carriage. All outstanding monies must be settled in full by the Client if requested by the Company without recourse. The Company reserve the right to refuse or withdraw credit facilities without notice or reason and all outstanding invoices immediately payable. All invoices raised by the Company will be in £ Sterling, any payment made in other currencies may be subject to bank conversion charges for with the Client will be liable. Payment methods made by credit card will be subject to a 2.5% surcharge of the total invoice amount. This charge applies to any form of settlement by this method. Should the company need to refer to our external debt collection services for overdue invoices, the full account balance as well as costs incurred for this will be liable for payment without exception.

## **LAW**

Any agreement between the Company and its Clients shall be governed by English Law and all disputes, however arising, shall fall within the exclusive jurisdiction of the English Courts.



## **CONDITIONS OF CARRIAGE**

### **DANGEROUS AND HAZARDOUS GOODS**

Except under special arrangements previously made in writing the Company will not accept or deal with any noxious, dangerous, hazardous or inflammable or explosive goods or any goods likely to cause damage. Should any Client nevertheless deliver such goods to the Company or cause the Client to handle or deal with any such goods otherwise than under special arrangements previously made in writing, they shall be liable for all loss or damage whatsoever caused by or to in connection with the goods however arising and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretions of the Company or any other person in whose custody they may be at the relevant time. If such goods are accepted under arrangements previously made in writing, they may nevertheless be so destroyed or otherwise dealt with on account of risk to other goods, property, life or health. The expressions “goods likely to cause damage” includes goods likely to harbor or encourage vermin or other pests.

### **LOADING AND UNLOADING**

Unless the Company has agreed in writing to the contrary with the Client: The Company shall not be under any obligation to provide any plant, power or labour, other than that carried by the vehicle, required for loading or unloading the Consignment. The Client warrants that any special appliances required for loading or unloading the Consignment which are not carried by the vehicle will be provided by the Client or on the Client’s behalf. The Company shall be under no liability whatever to the Client for any damage whatever, however caused, if the Company is instructed to load or unload any Consignment requiring special appliances which, in breach of the warranty in the above, have not been provided by the Client or on the Clients behalf. The Company shall not be required to provide service beyond the usual place of collection or delivery but if any such service is given by the Company it shall be at the sole risk of the Client. The Company allows 1 hour to load & 1 hour to unload from the agreed times between the Company & Client. Demurrage charges will be applied thereafter unless otherwise agreed in writing. These charges will apply after the first hour onsite. The scale of these charges is dependent on the vehicle type/size. The Company will inform the Client at the time where the charges are applied, unless out of standard business hours 8am – 5.30pm and/or the Client is uncontactable. This will then be done at the earliest convenience. The Company will collect & deliver Consignments at the agreed dates and times requested by the Client. There will be occasions when this is not possible for reasons out of the Company’s control. The Company will inform the Client or its agents at the earliest convenience of such instances. The Company cannot be held responsible for any charges or claims that the Client may incur or pass on for a late or failed Carriage. The Company will attempt to provide an alternative solution to this at no extra charge to the Client, unless otherwise agreed. The Company operates to standard business hours between 8am – 5.30pm any collection/delivery points that do not operate within these hours and subsequently results in a failed collection/delivery by the Company, will be the sole responsibility of the Client unless prior arrangements in writing are made.

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## **OUT OF HOURS AND WEEKEND DELIVERIES**

The Company deems a normal working day to be between 8am – 5.30pm and the working week between Monday – Friday. Consignments collected/delivered outside of these hours and/or days are liable to a surcharge for either or both. These charges will be quoted in advance to the Client.

## **REFUSED, RETURNED, RE-DELIVERY AND CANCELLATION CHARGES**

Consignments that are refused by the consignee will be charged at full rate to the Client if the Company has performed the request/s of the Client and at no fault of the Company. The refused delivery will be returned to the Client at a rate of 50% of the Consignment charge. An alternative address may be provided by the Client and an agreed rate between both parties maybe agreed. The re-delivery of a refused Consignment will be charged at full rate unless otherwise agreed between both parties.

The Client will be liable if it cancels a Consignment request. The scale rates of charges are: On the previous working day 30% from 8am to Midday, 50% from midday to 6pm and 100% full rate after 6pm until the following working day of delivery/collection unless otherwise agreed by both parties. This charge will be applied if the Client fails to notify the Company with adequate time to find alternative work. This charge does not allow the Client to have any hold on the vehicle booked. If the Company is can obtain further work, the charge will still apply unless otherwise agreed by both parties.

## **DELIVERY NOTES AND PROOF OF DELIVERIES**

The Client will provide the Company with full collection/delivery details in the form of their own collection/ delivery note. This will provide full details to the Company. The Company where possible will generate its own note which will be used alongside Client paperwork. The driver will be responsible to provide written proof of the delivery using the paperwork provided. This will include the signature & printed name of the receiving person, the date & time of arrival & departure. This paperwork will be returned to the Company traffic office and processed and made available to the Client in digital format or as a hard copy if requested. If for some reason the paperwork is lost or damaged beyond repair, the Company will provide proof in the form of an indemnity letter. This letter will be alternative proof of delivery. The Company upon providing this letter can therefore not be held responsibility for any claim resulting in failing to provide the original delivery note.

## **PENALTY CHARGES NOTICES**

It is the Clients responsibility to provide collection & delivery addresses that have legal or adequate parking facilities to the Company. The Company will endeavour to park legally and as close to either collection/delivery addresses provided. Should the Company receive a Penalty Charge Notice at the time of a contravention or by post the Client will be given the opportunity to appeal the notice. If this fails the Client will then be responsible for the charge and any further costs incurred. The only time a Client will not be responsible for a notice is if they inform the Company prior to engagement that they are not responsible for any such charges. The Company upon receiving this information will notify the Client at the collection/delivery point there is no suitable/legal place to

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carry out the carriage. It is then the Clients decision upon how it wishes to proceed. If the request is an alternative address then further charges may apply as agreed at the time by both parties.

## **SIGNED RECEIPTS**

The Carrier shall, if so required, sign a document prepared by the sender acknowledging the receipt of the Consignment but no such document shall be evidence of the condition or of the correctness of the declared nature, quantity, or weight of the Consignment at the time it is received by the Carrier and the burden of proving the condition of the Consignment on receipt by the Carrier and that the Consignment was of the nature, quantity or weight declared in the relevant document shall rest with the Customer.

## **TRANSIT**

Transit shall commence when the Carrier takes possession of the Consignment whether at the point of collection or at the Carrier's premises. Transit shall (unless otherwise previously determined) end when the Consignment is tendered at the usual place of delivery at the Consignee's address within the Customary cartage hours of the district: Provided that; if no safe and adequate access or no adequate unloading facilities there exist then transit shall be deemed to end at the expiry of one clear day after notice in writing (or by telephone if so previously agreed in writing) of the arrival of the Consignment at the Carrier's premises has been sent to the Consignee; and when for any other reason whatever a Consignment cannot be delivered or when a Consignment is held by the Carrier "to await order" or "to be kept till called for" or upon any like instructions and such instructions are not given or the Consignment is not called for and removed within a reasonable time, then transit shall be deemed to end.

## **UNDELIVERED OR UNCLAIMED CONSIGNMENTS**

Where the Carrier is unable for any reason to deliver a Consignment to the Consignee or as he may order, or where by virtue of the proviso to Condition 6(2) hereof transit is deemed to be at an end, the Carrier may sell the Consignment, and expenses in relation thereto and of all outstanding charges in relation to the carriage and storage of the Consignment shall (without prejudice to any claim or right which the Customer may have against the Carrier otherwise arising under these Conditions) 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 the value of the Consignment; and
- (2) the power of sale shall not be exercised where the name and address of the sender or of the Consignee is known unless the Carrier shall have done what is reasonable in the circumstances to give notice to the sender or, if the name and address of the sender is not known, to the Consignee that the Consignment will be sold unless within the time specified in such 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.

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## **LIABILITY FOR LOSS AND DAMAGE**

The Customer shall be deemed to have elected to accept the terms set out in (2) of this Condition unless, before the transit commences, the Customer has agreed in writing that the Carrier shall not be liable for any loss or mis-delivery of or damage to or in connection with the Consignment however or wherever 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 comprising 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 of or damage is occasioned during transit and is proved to be due to the negligence of the Carrier, its servants, agents or sub-contractors;

(b) physical loss, mis-delivery or damage to any other goods comprising the Consignment unless the same has arisen from, and the Carrier has used reasonable care to minimise the effects of:

(i) Act of God;

(ii) Any consequences of war, invasion, act of foreign enemy, hostilities (whether war or not), civil war, rebellion, insurrection, terrorist act, military or usurped power or confiscation, requisition, or destruction or damage by or under the order of any government or public or local authority;

(iii) Seizure or forfeiture under legal process;

(iv) Error, act, omission, mis-statement or misrepresentation by the Customer or other owner of the Consignment or by servants or agents of either of them;

(v) Inherent liability to wastage in bulk or weight, faulty design, latent defect or inherent defect, vice or natural deterioration of the Consignment.

(vi) Insufficient or improper packing;

(vii) Insufficient or improper labelling or addressing;

(viii) Riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause;

(ix) Consignee not taking or accepting delivery within a reasonable time after the Consignment has been tendered.

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(2) The Carrier shall not in any circumstances be liable for loss or damage arising after transit is deemed to have ended within the meaning of Condition 6(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.

### **FRAUD**

The Carrier shall not in any circumstances be liable in respect of a Consignment where there has been fraud on the part of the Customer or the owner, or the servants or agents of either, in respect of that Consignment, unless the fraud has been contributed to by the complicity of the Carrier or of any servant of the Carrier acting in the course of his employment.

### **LIMITATION OF LIABILITY**

(1) Except as otherwise provided in these Conditions, the liability of the Carrier 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) 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 Consignments;

(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 written notice to be delivered at least seven days prior to commencement of transit requiring that the £1,300 per tonne limit in 11 (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 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.



(2) The liability of the Carrier 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 the Carrier the Customer declares to the Carrier 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 the Carrier written confirmation of the special interest, agreed time limit and amount of the interest. either of them, insufficient or improper packing, labelling or addressing of the Consignment or fraud as in Condition 10;

(2) all claims and 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 of Dangerous Goods and claims made upon the Carrier by HM Customs and Excise in respect of dutiable goods consigned in bond) in excess of the liability of the Carrier under these Conditions in respect of any loss or damage whatsoever to, or in connection with, the Consignment whether or not caused to 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.

### **TIME LIMITS FOR CLAIMS**

(1) The Carrier 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 seven days, and the claim is made in writing within 14 days, after the termination of transit;

(b) any other loss unless advised thereof in writing within 28 days, and the claim is made in writing within 42 days, after the commencement of transit. 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; 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 suit is brought 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.







**The Company trades to the above terms and conditions alongside RHA & CMR Conditions. A full copy of these are available upon request.**

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