

Relationship

As a business we want to operate in an efficient, effective and profitable manner. We realise that we succeed when our customers succeed and that we can play a crucial part.

We strive to ensure that your goods are delivered '**in temp - in time - intact - in budget**'. Accordingly, while we summarise various issues in these terms and conditions to meet regulatory and legal obligations which are fully documented in the actual terms and conditions as codified by the RHA on the following pages, **we will always treat our personal relationship as paramount; and will always do what we can to meet your needs.**

Context

LLD seeks to deliver your goods to your customers on time, every time, and in the same condition they leave your premises. Accordingly we operate:

- BRC certified (see certificates above)
- 24/7 services 365 days per year
- Timed collections and deliveries (*see "Late Deliveries"*)
- Temperature controlled, monitored and recorded deliveries
- Satellite tracked vehicles equipped with hands free mobile phones
- Uniformed drivers
- Goods-in-Transit and storage insurance as laid out in RHA (2009) *See "Late Deliveries and Goods-in-transit insurance"*

Health and safety issues

Goods carried: Normally only food and foodsafe products, such as related packaging; healthcare products; etc. LLD does not accept dangerous goods.

Goods not carried: LLD does not transport wet fish unless via specified vehicles. LLD does not transport uncovered raw unprocessed and/or unpacked meats unless via specified vehicles which will only ever be used for that purpose. (*I.e. we do carry raw fish and raw meat products which have been packaged for retail or foodservice purposes.*)

Pallet safety: LLD only accepts pallets which are under 700kg and below 1.7m, unless by prior written agreement.

Pallet quality: Without notification LLD may replace broken pallets, charging £10 for the pallet and £10 for the re-building.

Sub-contractors

LLD may engage other carriers for the purposes of fulfilling any contract in whole or in part.

Late deliveries

LLD **NEVER** accepts responsibility for loss arising from late collections or deliveries. The company strives to make all deliveries on time, but cannot give a guarantee that all deliveries will always be made on time.

Refused goods

Where goods are refused, LLD will contact the sender for their further instructions. Returned goods are liable to incur additional carriage charges.

Pallet management

Where customers hold a CHEP pallet account blue CHEP pallets will be returned on a one for one basis and will be accounted for via the weekly invoice. Other pallets will not be returned. Where required pallets, baskets, cages etc can be collected and returned at an agreed rate.

Temperature management

Chilled goods are normally carried with fridge set-points of 2°C +/- 1°C; and frozen at -18°C +/- 3°C

PODs and other paper-work

LLD will always work with customers to ensure efficient management of paperwork, however LLD **NEVER** accepts responsibility for loss arising from lost or missing paperwork. Customers agree to accept LLD substitute paperwork when original is lost or mislaid.

Goods-in-transit insurance

1. LLD accepts only limited liability for loss of, or damage to goods whilst in its possession. As per the industry standard RHA terms, the maximum liability that LLD will accept is £1300 per tonne (£1.30 per kilo), unless specifically agreed in writing prior to the goods being carried. If this is insufficient to cover the full value of their goods, customers are advised to arrange their own Goods in Transit Insurance.
2. LLD holds Goods-in-transit-insurance solely to meet its own liabilities. This is to a maximum of £5000 per tonne unless specifically stated otherwise for individual customers.
3. LLD will only consider claims for losses directly relating to the cost-price value of the goods in question.
4. LLD does not accept responsibility for consequential loss, including loss of profit.
5. Customers undertake to provide all reasonable assistance in substantiating any claims that result in claims being made to LLD's insurers. Customers will not withhold payments in lieu of claims and customers will receive payment only when such funds are agreed and released by the LLD insurers.
6. These conditions do **not** form a policy of insurance and LLD does not use the above to provide insurance for the benefit of its customers or any owners of goods carried.
7. Where a customer does not have their own goods-in-transit insurance in place, LLD can obtain goods-in-transit insurance cover for specific customer's goods at the customer's request. It will be for the customer to request, accept and pay for such cover.

Rates and charges

Because of the huge number of variables in respect of each customer's needs, pallet-rates and delivery & collection charges tend to be unique to each situation. Accordingly, the charges which will be applied to your deliveries are those shown in your quote or on the rate card attached to these standard terms and conditions.

Invoices and credit terms

Invoices are issued weekly and due for settlement within 14 days of the date of invoice. The nature of the service is such that most of our costs (i.e. wages and fuel) have to be met weekly in arrears therefore prompt payment is appreciated. Any invoice queries to be made within 14 days of the invoice date. Fuel surcharge as per the attached is applicable to all accounts.

Deposits

Normally deposits of twice the proposed weekly invoice value are required during the first 6 months of trading.

Payments

All payments should be made electronically to sort code 60-08-46, account no. 67707904, Long Lane Deliveries, with remittance advice to accounts@longlanedeliveries.co.uk