



## UK HAULAGE - TERMS & CONDITIONS

### Terms and conditions for haulage delivery bookings.

Thank you for choosing to book your haulage delivery with James & Sons Global Ltd.

By using this service, you indicate that you have read and agree this terms & conditions.

Please note all deliveries are booked upon request by Customer (i.e., Booking Party), and all deliveries are carried out by third-party hauliers.

Please be advised that it is your responsibility to review the content within the booking confirmation that is sent confirming your haulage has been booked to ensure the detail meets your requirements.

Any discrepancies must be advised to James & Sons Global Ltd immediately upon receipt. Failure to do so could lead to substantial extra costs for the account of the cargo and/or failure to deliver.

In accordance with our Standard Trading Terms and Conditions, which are shown in item 13, please take note of the following:

1. **Requirements from collection / delivery point.** It is Customer's responsibility to confirm that before making the booking, all goods are ready for collection at the collection point. Customer must ask the collection / delivery point what the requirements for collection / delivery are, e.g., reference required, tail lift, timed delivery, etc. Customer must inform us of those requirements before we make the booking. If Customer fails to do so, wasted journey charge will apply which should be paid in full by Customer.
2. **Customs clearance.** For import cargo, Customer must ensure that cargo has been Customs cleared, landed on terminal and all relevant release documentation and financial criteria have been met prior to 12.00hrs 2 days before delivery (Working days only - excluding weekends, bank holidays and days immediately following bank holidays where criteria must be met by 12.00hrs on the Thursday before delivery).
3. **Amendments or cancellation** to the inland haulage may incur additional charges. All amendments or cancellations must be made via the telephone. To avoid additional costs a minimum of 48 hours' notice is required, however for next day delivery, the amendment / cancellation must be made by 12.00hrs 2 days before delivery (Working days only - excluding weekends, bank holidays and days immediately following bank holidays where criteria must be met by 12.00hrs on the Thursday before delivery). Special equipment requires a minimum of 72 hours' notice (96 hours' notice for low loader and container lift requirements).
4. **Waiting costs** may apply where load and go instructions have been mutually agreed and drivers are sitting idle at the port, airport, or other collection point due to congestion, non-clearance the day prior to delivery, or any other reason.



5. **Late runner.** If vehicle runs late, James & Sons Global Ltd cannot be held liable for any charges incurred for wasted labour, crane hire, inspections, or other on-site costs due to late or non-arrival of vehicles. James & Sons Global Ltd holds no liability for unsuccessful deliveries due reasons beyond our control, e.g., driver calling in sick, vehicle broken down, terminal crane failure and terminal congestion, etc.
6. **Free time for offloading.** For FCL (full container load) deliveries, free time of 3 hours is given to unload the cargo: thereafter a charge of minimum £60.00 (excluding VAT, depending on which shipping line) per hour will be applied. We will always strive to inform you of the expiry of this free time and charges, but we are not obligated to do so, therefore we kindly advise that you are responsible for ensuring that the unit is unloaded and departed from the delivery site within 3 hours. For other deliveries, no free time is given to unload the cargo, so delivery point must offload the goods as soon as they arrive.
7. **Unsafe cargo.** James & Sons Global Ltd reserves the right to refuse to handle any cargo they consider to be loaded in an unsafe manner. Cargo found in this condition will remain at the port of entry or depot and any additional costs incurred will be for Customer's or Agent's account. Furthermore, the driver has the right to refuse to move if he considers the load unsafe. Any cargo suspected of being unsafe may be surveyed at Customer's expense. If Customers are in any doubt, then reference can be made to "IMO/ILO/UN ECE Guidelines for packaging of Cargo Transport Units".
8. **Refused deliveries.** If cargo is turned away for any reason, then Customer, Consignee or other Cargo interests will be responsible for the payment of associated charges regardless of the problem.
9. Any **Out of Gauge dimensions or Hazardous details** we have on file are based upon information declared by the Shipper. It is the responsibility of Customer of haulage in the UK to also check the Out of gauge dimensions and hazardous details
10. **Hazardous or other labels** must be removed from the container once the cargo has been unloaded from the container.
11. **POD (proof of delivery).** Delivery point is required to sign and retain Proof of Delivery. If a copy POD is requested after delivery a charge will be incurred.
12. **Equipment return / pallet exchange.** For container deliveries, delivery point is responsible for returning containers in good order and condition, undamaged, empty, odour free, cleaned and with all fittings installed by the loader removed and without any rubbish, dunnage, or other debris inside. All containers must be returned to the specific terminals as instructed by the shipping lines. Any costs incurred will be for the account of Customer, Consignee, or other Cargo interests. For other deliveries, delivery point is responsible for pallet exchange. Otherwise, Customer will need to pay for pallets.



# James & Sons Global Ltd

Company number 09884520

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13. **Standard Trading Terms and Conditions** - James & Sons Global Ltd act as agents only for the carriers, for all services within the scope of and under the terms of the relevant contract of carriage for the cargo, whether the written contract of carriage has been issued at that time or not. Haulage services performed outside the scope of the contract of carriage for the cargo are provided as agents for the shipper/consignee and are carried out under RHA terms and conditions (1998). Warehousing services performed outside the scope of the contract of carriage for the cargo are provided as agents for the shipper/consignee and are carried out under current UKWA trading terms and conditions (2002). All other services provided are performed as agents for the shipper/consignee and are provided under the current edition of the Standard Trading Conditions of BIFA (2005). Copies of all these conditions are available on request.
14. Please see updates on next page - ***Additional item due to Covid-19 pandemic.***



## **Additional item due to Covid-19 pandemic.**

Since the pandemic started in 2020, it has been difficult for all of us and it has had an impact across all business, none more so than the UK haulage industry. As we work together to get out of this pandemic, we face continuing challenges in the UK haulage market especially with regards to resource.

- **Booking request & terminal free time.** To maintain the level of service that customers have come to expect from James & Sons Global Ltd, we require all booking requests are sent to us by writing at least one month before the expected delivery date so we can find the earliest delivery slot within the free time that is given by the shipping lines or their agents, but this is not guaranteed. James & Sons Global Ltd takes no responsibility if no delivery slot within the free time is found. It is Customer's responsibility to settle all demurrage and detention (if applicable) with the shipping lines or their agents.
- **Quotes.** All haulage quotes are only valid for a limited period according to which third-party haulier is used. If rates are to be changed, James & Sons Global Ltd will inform Customer as soon as the notice are received from third-party hauliers, and old rates will be invalid with immediate effect.
- **Offloading free time for FCL.** Due to the extremely limited resources in the UK haulage industry, some third-party hauliers currently only offer 2 hours of offloading free time which is charged out in the following way thereafter.
  - Third hour £60+VAT
  - Fourth hour £80+VAT
  - Fifth Hour £100+VAT
  - Sixth hour £110+VAT
- **Diversion fee for FCL.** When the shipping line are shut out of the port, empty container won't be returned to the port, we will have to divert the empty container to another terminal as instructed by the shipping line. There may be diversion fee which must be paid in full by Customer.