fs pallet solutions ltd

in association with fs distribution ltd

FS Pallet Solutions Ltd: Terms and Conditions of Service (version 2023)

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- Company Number: 4308403
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FS Pallet Solutions Ltd is a member of the Road Haulage Association (RHA) and operates subject to RHA terms and conditions of carriage 2020.

FS Pallet Solutions Ltd's RHA membership number: 0030111-001.

FS Distribution Ltd's RHA membership number: 0030111-000.

1.0 Definitions

1.1 "Carrier" means FS Pallet Solutions Ltd and/or any of its sub-contractors.

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

1.3 "Consignment" means an amount or batch of goods to be transported by the Carrier at the request of the Customer.

1.4 "Consignee" means the recipient of the consignment.

1.5 "Network" consignments or freight refers to the method of transporting goods via a co-operative organisation made up of groups of professional hauliers working together as Members, Shareholders or Licensees of a connected network, providing national and international freight delivery services. Consignments transported in this method must be palletised *(not loose loaded)* and a maximum of 10 pallets per consignment. The Carrier is currently a member depot of 'The Pallet Network Ltd' (TPN).

1.6 "Dedicated" or "Non-Network" consignments or freight refers to a door-to-door delivery service via which the goods are collected from the Customer and transported directly to the consignee. Dedicated consignments can be either palletised or loose loaded; in addition, a dedicated service is used in the instance of a "full load" delivery *(or in an instance where a consignment contains 11 pallets or more).*

2.0 Bookings

2.1 All bookings of network consignments should be made by the Customer by 2.00pm at the latest on the day that the Customer requires collection, with the exception of Third-Party Collections.

2.2 All Third-Party Collections must be booked by the Customer prior to 12pm Midday on the day that the Customer requires collection. However, if the Customer requires the collection to take place at a nominated time, it should be booked on the working day prior to the collection date.

2.3 All bookings of dedicated / non-network consignments should be made at least 24 hours in advance of when the Customer requires collection. The Customer should note that all dedicated bookings are subject to the Carrier's available resource and are priced on a 'Price On Application' basis.

2.4 The Carrier reserves the right to accept or to refuse bookings dependent on resource available, whilst making every effort to facilitate all bookings made by the time parameters set out in clauses 2.1, 2.2 and 2.3.

2.5 The Customer will be given details of and allocated log-in credentials for the Carrier's online transport portal, via which the Customer can make bookings for all network consignments.

2.6 All consignment information entered or provided by the Customer, including but not limited to consignee details, freight weight/dimensions and freight value where applicable, must be accurate to the best knowledge of the Customer. The Carrier reserves the right to decline liability for incorrectly supplied consignment information.

3.0 Packing and Presentation of Freight

3.1 All network consignments must be palletised by the Customer, and the pallet must be fit for purpose (*that is, in good condition and suitable for the transport of the goods contained on it).* It is requested that the Customer uses 4-Way pallets for all network consignments, except by prior agreement with the Carrier.

3.2 Palletised freight should be secured to the pallet by shrink wrap, banding, or both.

3.3 The Customer should be aware that all network consignments will be handled at least 5 times.

3.4 The Customer will be provided with approved labels by the Carrier. The Customer should ensure every consigned pallet is labelled with a minimum of 2 of the labels provided and that the information on the label is completely visible. Handwritten or customer own labels are not acceptable.

3.5 For any palletised consignments travelling outside of England, Scotland or Wales, the customer should ensure that the pallet, and any other wooden packaging, is compliant with ISPM 15 regulations for international export. This includes, but is not limited to, ensuring wooden pallets are heat treated to the required standard and have an ISPM 15 mark clearly visible to demonstrate compliance.

3.6 It is the responsibility of the Customer to ensure that network consignments are packed in a suitable and secure manner for network handling and travel. The Carrier reserves the right to decline liability for delay or damage to a consignment, in the event that it is a consequence of the Customer providing inadequate or unsuitable freight packaging and/or presentation.

4.0 Restricted and Hazardous Goods

4.1 The Carrier is a non-hazardous operator and as such does not accept the consigning of Regulated Dangerous Goods, with the exception of goods under the Limited Quantities classification (*as defined in current ADR regulations 3.4 dangerous goods packed in limited quantities*).

4.2 Limited Quantity can be defined as goods packaged, labelled and shipped under the permissible Limited Quantity exemption. This allows the shipment of 'combination packages' of dangerous goods where the substance is packaged in individual containers of not more than 5 litres* (or 5kgs*) for any substance. These containers must be double packed into cartons or shrink-wrapped trays where the maximum permissible combination package is 30kg* in cartons or 20kg* in trays. These combination packages can then be palletised into any quantity to form a 'load'.

4.3 *The Customer should note that these are the maximum allowable values under the exemption. Many substances have smaller allowances and some cannot be carried at all under this exemption. These include, but are not limited to, explosives, infectious substances, radioactive substances and substances liable to spontaneous combustion.

4.4 It is the responsibility of the Customer to ensure that goods are correctly labelled and packed in accordance with ADR regulations 3.4 Dangerous Goods Packed in Limited Quantities. These are available for review on the Health and Safety Executive (HSE) website.

4.5 Any freight shipped under this exemption must be correctly labelled using any of the acceptable forms of Limited Quantity label, with any labelling on cartons and trays either visible or duplicated on the external packaging.

4.6 Under no circumstances will the Carrier accept for transportation any consignments containing livestock, living creatures or goods deemed to be illegal or prohibited under English law.

5.0 Pricing, Quotations and Invoicing

5.1 Services quoted by the Carrier are based upon costs current at the date of quotation.

5.2 The Carrier may by giving notice to the Customer at any time before delivery, increase the prices of services to reflect any increase in the cost of supplying the service due to factors beyond the control of the Carrier.

5.3 All quotations and rates are based on the information supplied by the Customer and this information must therefore be accurate and supplied immediately to allow the Carrier to perform its obligations. Should the Customer wish to amend a quotation request, this must be made in writing and supplied immediately. The Carrier will thereafter be obliged to re-quote accordingly. In the event that the Customer supplies incorrect consignment information, supplementary costs may be incurred.

5.4 A fuel surcharge will be applied to all Customer invoices. The rate of the surcharge will be set in-line with diesel prices at petrol pumps as monitored by the Automobile Association (AA). The Carrier reserves the right to vary the fuel surcharge in relation to current diesel costs.

5.5 VAT will be applied to all Customer invoices at the prevailing rate.

5.6 Customer invoicing takes place twice monthly, at the mid and end of each month.

6.0 Payment Terms

6.1 Payment terms are strictly 30 days from the date on the invoice unless stated otherwise on the invoice.

6.2 The Carrier reserves the right to obtain a credit reference from an authorised authority either before or during trading.

7.0 Carriage of Goods (Insurance, Liability, Transport)

7.1 The Carrier reserves the right to ship consigned freight via an alternative pallet network or in association with third party suppliers if deemed necessary, without prior notification to the Customer.

7.2 The Customer should be aware that consignments shipped on a network will be delivered to the consignee by the network depot local to the delivery address, and not necessarily by the Carrier.

7.3 Deliveries to home or domestic addresses will be on a kerbside basis.

7.4 A network consignment has a defined delivery slot of 20 minutes in which to be completed. In the event of a delay at the delivery point in excess of 20 minutes, the Carrier reserves the right to instruct the driver to leave. In this instance, re-delivery on the following working day can be arranged and a supplementary charge *(75% of original rate)* will apply.

7.5 The Carrier is a member of the Road Haulage Association (RHA); as such all bookings made by the Customer, whether for network or dedicated consignments, will be carried out subject to the RHA Terms and Conditions of Carriage 2020. A copy of this is available on request.

7.6 Freight transported on a network basis is subject to the RHA Terms and Conditions of Carriage 2020. However, an upweighted liability limit equivalent to £5.00 per kilo of the gross weight of the goods lost, misdelivered or damaged applies. This upweight does not apply to non-network, or dedicated, freight.

7.7 An insurance policy of Full Value Cover can be purchased by the Customer for all consignments booked to travel on a network basis. This cover is on a 'per consignment' basis and is applied at the point of booking. A surcharge will be applied to the Customer invoice in respect of the additional charge. Further information regarding this is available on request.

7.8 The Customer should be aware that all consignment information entered and/or provided by the Customer, including but not limited to consignee details, freight weight/dimensions and freight value where applicable, must be accurate to the best knowledge of the Customer. The Carrier reserves the right to decline liability for delay or damage to a consignment, in the event that it is a consequence of the Customer providing incorrect consignment information.

8.0 Storage

8.1 The Carrier will accept goods for storage only on a pre-arranged and mutually agreed basis.

8.2 Charges for storage are on a 'Price On Application' basis.

8.3 All goods for storage should be presented to the Carrier properly marked and correctly packaged for handling, with respective documentation detailing contents, sizes, quantities, weight and any other relevant information required for the purpose of handling.

8.4 The Carrier reserves the right to move, without notice, goods within or about their warehouse, or to any other secure offsite facility.

8.5 All goods stored by the Carrier are subject to the RHA Conditions of Storage 2009. A copy of this is available on request. The Carrier offers no uplift to the RHA Conditions of Storage 2009.

9.0 Import and Export (Deliveries to/Collections from outside of England, Scotland or Wales)

9.1 It is possible to send palletised network consignments to the European Union (including the Republic of Ireland) and Northern Ireland.

9.2 The Customer should book any network consignments for travel to the European Union (including the Republic of Ireland) or Northern Ireland directly onto the Carrier's online transport portal, using the log-in credentials that they have been allocated.

9.3 The Customer should be aware that in order to book a consignment to travel to the European Union (including the Republic of Ireland) or Northern Ireland it will be necessary to provide information including, but not limited to, the value and weight of the goods, commodity codes, and the Incoterms used for the transaction. A commercial invoice and packing list will also be required.

9.4 The Carrier takes no responsibility for the validity of the information entered by the Customer whilst booking a consignment for travel to the European Union (including the Republic of Ireland) or Northern Ireland.

9.5 The Customer should be aware that the Carrier does not offer duty deferment services. The Customer should ensure that arrangements for customs clearance and the payment of any applicable duties or taxes have been made prior to booking a consignment for travel to the European Union (including the Republic of Ireland) or Northern Ireland.

10.0 Computer Software and Data

10.1 All computer software and/or data supplied by the Carrier for the purpose of data entry, enquiry or similar processes in connection with trade between the Customer and the Carrier remains the copyright of the Carrier. Such data and software may not be passed to any third party without the express written authorisation of the Carrier. It shall be the Customer's responsibility to ensure that any data maintained on such systems or using such processes complies with the requirements of the Data Protection Act 1998. The Carrier shall not be liable for any act of the Customer which is not in accordance with the terms and conditions of any license issued by the manufacturer, supplier or author of software provided by the Carrier.

11.0 Bribery and Corruption

11.1 It is the policy of the Carrier to carry out business fairly, honestly and openly at all times. As such, the Carrier has a zero-tolerance approach towards bribery in any part of its operation. Bribery is defined as a promise, offer or gift (*financial or otherwise*) to bring about the improper performance of a function or activity. The Carrier regards their obligation to prevent bribery being committed as extremely serious, therefore any breach of anti-bribery or anti-corruption standards will result in the immediate cessation of services between the Carrier and the Customer.

12.0 Cancellation

12.1 Cancellation notice of services from the Customer to the Carrier must be no less than one month. Otherwise, a penalty will be incurred unless the cancellation has been negotiated by agreement.

12.2 Cancellation notice of services from the Carrier to the Customer must be no less than one month, unless the cancellation has been negotiated otherwise by agreement. However, the Carrier reserves the right to affect the immediate cessation of services to the Customer, in the event of a serious breach of these terms and conditions of service by the Customer. In this event, the Carrier will endeavour to advise the Customer of both the nature of the breach and timing of the cessation.

13.00 Jurisdiction Clause

13.1 Each party to this agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim *(including any non-contractual dispute, controversy or claim)* arising out of or in connection with this agreement, including any question regarding its existence, validity, formation or termination. For these purposes, each party irrevocably submits to the jurisdiction of the English courts.