Long Lane Deliveries

National chilled warehousing and distribution services

Tel **01698 539940** *email* admin@longlanedeliveries.co.uk
Belgowan Street, North Industrial Estate, Bellshill ML4 3LB

Welcome to LLD which operates 24/7 365 days per year from Bellshill, Dundee and: -

- makes daily timed temperature-controlled deliveries (chilled, frozen and warm air) throughout Scotland and Northern England via 60 HGV shared transport routes
- makes daily deliveries to all other parts of the UK through its network partners
- can organise deliveries world-wide (chilled and frozen)
- provides emergency recovery hot-shot courier services – from vans to artics
- is BRC Global Standard accredited
- serves all the major retail distribution centres and foodservice companies
- serves around 1200 food industry businesses
- specialises in timed groupage, particularly 1-5 pallets of short shelf-life and 'just-in-time' food
- undertakes whole load and trunking work, particularly for time critical consignments
- has vehicles which are all equipped with mobile phones and satellite monitoring providing real-time information on location speed, consignment temperatures etc
- operates 24 hours, 7 days a week receiving goods round the clock, day or night

Visit www.longlanedeliveries.co.uk for further information

Attached are copies of various documents for your files and internal quality systems:

- BRC Global Standard Certificates
- Insurance details
- Cold Chain Federation Membership Certificate
- Logistics UK Certificate
- RHA Certificate
- Goods Vehicle Operators Licence
- SEPA Transport of Waste (Foods and packaging etc.) certification
- Cold Storage Approval Code
- LLD Standard Terms and Conditions
- RHA conditions of carriage
- RHA conditions of storage
- LLD Bank Account Information

Contact Details

LLD Bellshill 01698 539940 service.requests@longlanedeliveries.co.uk

LLD Dundee 01382 401000 dundee@longlanedeliveries.co.uk

Cool solutions to chilling problems

Micron^2 Ltd,

Certification Body number 197, certifies that having conducted an audit

For the scope of activities: The delivery, onsite cross dock, storage, picking and distribution of chilled, frozen and ambient foods and packaging.

Exclusions from scope: None

Product Categories : 1, 2, 3

At Long Lane Deliveries Ltd
North Industrial Estate
Bellshill
ML4 3LB
BRC Site Code:2098874

Has achieved Grade: AA

Meets the requirements set out in the

BRC GLOBAL STANDARD FOR STORAGE AND DISTRIBUTION

ISSUE 4: NOVEMBER 2020

Audit Programme	Announced
Date(s) of Audit:	17th - 18th February 2025
Certificate Traceability Reference:	MF011/25/3/01
Auditor Number:	21403
Certificate issue date:	27th March 2025
Re-Audit due date between:	17th February 2026 - 17th March 2026
Certificate Expiry date:	28th April 2026

Authorised by: J. Kill,
Director, Micron2 Ltd.

If you would like to feedback comments on the BRCGS Standard or the audit process directly to BRCGS, please contact tell.brcgs.com
To verify certificate validity, please visit https://directory.brcgs.com

This certificate remains the property of Micron2 Ltd.
Micron2 Ltd. Betton Mill, Betton Road,
Market Drayton, Shropshire TF9 1HH

www.micron2.com +44 1630 652095

BRCGS Certification Body CERTIFICATED

UKAS PRODUCT CERTIFICATION 197

Micron^2 Ltd,

Certification Body number 197, certifies that having conducted an audit

For the scope of activities: The delivery, onsite cross docking, storage, picking and distribution of chilled, frozen and ambient foods and packaging.

Exclusions from scope: None

Product Categories : 1, 2, 3

At Long Lane Deliveries Ltd
Unit 1
Nobel Road
West Gourdie Industrial Estate
Dundee DD2 4UH
BRC Site Code:1578792

Has achieved Grade: AA

Meets the requirements set out in the

BRC GLOBAL STANDARD FOR STORAGE AND DISTRIBUTION

ISSUE 4: NOVEMBER 2020

Audit Programme	Announced
Date(s) of Audit:	17th February 2025
Certificate Traceability Reference:	MF010/25/01
Auditor Number:	21403
Certificate issue date:	27th March 2025
Re-Audit due date between:	16th February 2026 - 16th March 2026
Certificate Expiry date:	27th April 2026

Authorised by: J. Kill,
Director, Micron2 Ltd.

If you would like to feedback comments on the BRCGS Standard or the audit process directly to BRCGS, please contact tell.brcgs.com
To verify certificate validity, please visit https://directory.brcgs.com

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Market Drayton, Shropshire TF9 1HH

www.micron2.com +44 1630 652095

BRCGS Certification Body CERTIFICATED

UKAS PRODUCT CERTIFICATION 197

08 May 2025
To Whom it May Concern

As Insurance Brokers to Long Lane Deliveries Limited and/or subsidiary Companies, we are writing to confirm that our client holds the following policies:

Employer's Liability

Insurer:	Chubb European Group SE
Policy Number:	UKCASD51550
Period:	22 April 2025 to 30 March 2026
Limit of Indemnity:	Any one occurrence GBP 15,000,000

Public/Products Liability

Insurer:	Chubb European Group SE
Policy Number:	UKCASD51550
Period:	22 April 2025 to 30 March 2026
Limit of Indemnity:	Any one occurrence GBP 10,000,000 (Applies in the aggregate for Products Liability)
Excess:	Any one occurrence Third Party Property Damage GBP 2,500

Goods in transit:

Insurer:	Royal Sun Alliance
Policy number:	RKL 407006
Period:	22nd April 2025 to 30th March 2026
Limit of Indemnity:	GBP 400,000

This letter is provided as a courtesy to our client as a matter of information only and confers no rights on the holder. Our duties in relation to this insurance are to our client and we accept no duty of care or responsibility to you or any other third party and any liability to you or any third party is excluded. This letter does not amend, extend or alter the coverage afforded by the policies, nor does it purport to set out all of the policies' terms, conditions and exclusions. The policy terms, conditions, limits and exclusions may alter after the date of this document or the insurance may terminate or be cancelled, and the limits shown may be reduced by paid claims. We have no obligation to advise you of any changes which may be made to the policies or to advise you of their cancellation or termination.

Signed on behalf of WILLIS LIMITED

Hannah Jones
Client Service Executive

Willis Limited
51 Lime Street
London
EC3M 7DQ
E Hannah.Jones@wtwco.com
T +44 117 910 6427
W wtwco.com

Willis Limited, Registered number: 181116 England and Wales. Registered address: 51 Lime Street, London, EC3M 7DQ. A Lloyd's Broker. Authorised and regulated by the Financial Conduct Authority

	Great Cliffe Road, Dodworth, South Yorkshire S75 3SP Belgowan Street, North Industrial Estate, Bellshill, ML4 3LB	
Excess:	Each and every loss	GBP 75,000

This letter is provided as a courtesy to our client as a matter of information only and confers no rights on the holder. Our duties in relation to this insurance are to our client and we accept no duty of care or responsibility to you or any other third party and any liability to you or any third party is excluded. This letter does not amend, extend or alter the coverage afforded by the policies, nor does it purport to set out all of the policies' terms, conditions and exclusions. The policy terms, conditions, limits and exclusions may alter after the date of this document or the insurance may terminate or be cancelled, and the limits shown may be reduced by paid claims. We have no obligation to advise you of any changes which may be made to the policies or to advise you of their cancellation or termination.

Signed on behalf of WILLIS LIMITED

Hannah Jones
Client Service Executive

Chubb European Group SE
100 Leadenhall Street
London
EC3A 3BP

T: 020 7173 7000
F: 020 7173 7800
chubb.com/uk

Certificate of Motor Insurance

Certificate Number:	UKAUND57327
Name of the policyholder:	Long Lane Deliveries Ltd
Date of commencement of cover:	22nd April 2025 L.S.T
Date of expiry of cover:	30th March 2026 L.S.T.
	both days inclusive L.S.T. (Local Standard Time) means the time applicable on the relevant date at the Address of the Insured as shown in the Policy Document
Description of insured vehicle:	Any private motor car or any Commercial type vehicle the property of or hired or lent to an employee of the Policyholder
Persons entitled to drive:	Any employee who is driving on the order of or with the permission of the Policyholder
Limitations as to use:	Use for the Policyholders business
But excluding:	(a) Use for racing competitions rallies trials speed testing (b) Use whilst drawing a greater number of trailers than is permitted by law (c) Use for the carriage of passengers for hire or reward
Advice to third parties	Nothing contained in this Certificate affects your right as a Third Party to make a claim.

Signed on behalf of Chubb European Group SE

Mark Roberts
Division President UK&I

I hereby certify that the Policy to which this Certificate applies satisfies the requirements of the relevant law applicable in:

(a) Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

(b) any other member country of the European Union

(c) Switzerland, Norway, Croatia, Iceland and Liechtenstein.

Je soussigne atteste que la police d'assurance B laquelle s'applique le present certificat satisfait aux exigences de la Loi applicable en la matiere dans tous les pays de l'Union Communautaire Europeenne ainsi que la Suisse et la Norvege.

Wir bestatigen hiermit, das die Police, die diesem Zertifikat zugrunde liegt, den gesetzlichen Anforderungen in den nachstehund aufgefahrten Landern entspricht: Mitgliedslander der Europaischen Union, Schweiz und Norwegen.

Con la presente certifico che la Polizza alla quale questo Certificato si applica, soddisfa i requisiti di legge applicabile in: qualsiasi paese membro della Unione Europea, Svizzera e Norvegia.

Por la presente certifico que la Poliza a la cual este Certificado se refiere, reune los requisitos de la Ley pertinente de aplicacion en: cualquier pais miembro de la Union Europea, Suiza y Noruega .

Chubb European Group SE (CEG) is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. CEG has fully paid share capital of €896,176,662.

UK business address: 100 Leadenhall Street, London EC3A 3BP. Supervised by the French Prudential Supervision and Resolution Authority (4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09) and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. You can find details about the firm by searching 'Chubb European Group SE' online at https://register.fca.org.uk/.

LOGISTICS UK

Certificate of Membership

This is to certify that the company named below is currently a member of Logistics UK

Long Lane Deliveries Ltd

Member number: 301761

Member since: 2017

Renewal date: December 2025

David Wells
Chief Executive

Founded at the Mansion House in the City of London on 26th day of July 1889

This is to certify that

LONG LANE DELIVERIES LTD

Belgowan Street, Bellshill Industrial Estate, Bellshill, ML4 3NS

Is (subject to the RHA's Terms & Conditions) elected a Member of the* ***RHA***

Valid from 01/06/2025 to 31/05/2026

Membership No: 0028906-000

Finance Customer Number: LON009

Chair Person

Managing Director

This certificate remains the property of the Road Haulage Association Limited trading as the RHA and is issued in accordance with the RHA's Articles of Association, Rules and Code of Conduct (in each case, as updated from time to time, available upon request). It is to be surrendered to the Association on cessation of Membership.

*All new membership applications are subject to the approval at the next applicable Regional Council meeting, which will be held within three months of the start of the membership period.

GOODS VEHICLE OPERATOR'S LICENCE

THIS LICENCE MUST NOT BE ALTERED OR DEFACED IN ANY WAY

Issued to:

COMPLIANCE DEPARTMENT
LONG LANE DELIVERIES LTD
BELGOWAN STREET
BELLSHILL INDUSTRIAL ESTATE
BELLSHILL
ML4 3LB

Issued by:

Office of the Traffic Commissioner
Scotland
Quarry House
Quarry Hill
Leeds
LS2 7UE
0300 123 9000

Goods Vehicle Standard National

Licence number: OM1007801
NOT TRANSFERABLE

This licence is in force from: 08/08/2002

This licence will continue for as long as you continue to meet its terms. However, it will come to an end if you do not pay the necessary continuation fee by the date required. The licence may also face regulatory action including revocation if you operate outside its terms. You have paid for an initial period of five years, which starts with the date the licence was issued. The continuation fee must be paid before the end of the month before that five year period comes to an end and every five years after that. Please see note 1 for further details.

This document is an operator's licence issued under the Goods Vehicles (Licensing of Operators) Act 1995 (the Act). The undertakings recorded on this licence have been given by the licence holder and are considered to be material to the grant of the licence. In the case of a licence first issued before 1 January 1996, the recorded undertakings include statements of intent made by the operator.

The maximum number of motor vehicles and trailers authorised in accordance with section 6 of the Act is:

Motor vehicles	100
Trailers (inc semi-trailers)	103

Traffic Commissioner

Date of issue or re-issue: 18/02/2025

Operating centre(s)

Operating Centre:	**Address:** **UNIT 1** **NOBEL ROAD** **WEST GOURDIE** **INDUSTRIAL ESTATE** **DUNDEE** **DD2 4UH**	**Vehicles**	**30**
		Trailers	**28**
Conditions or Undertakings			

Operating Centre:	**Address:** **BELGOWAN STREET** **NORTH INDUSTRIAL ESTATE** **BELLSHILL** **ML4 3LB**	**Vehicles**	**70**
		Trailers	**75**
Conditions or Undertakings			

Transport Manager(s)

JAMES MYLES
CLAIRE LOGAN

Specific conditions attached to licence

Specific undertakings attached to licence

GENERAL CONDITIONS ATTACHED UNDER SECTION 22 OF THE GOODS VEHICLES (LICENSING OF OPERATORS) ACT 1995 – STANDARD NATIONAL LICENCES

The licence holder shall, within 28 days of their occurrence, inform the Traffic Commissioner of any:

CHANGES in the maintenance and safety inspection arrangements;

CHANGES in the ownership of the business including partnership arrangements. Company changes in shareholding need not be notified unless they cause a change in the control of the Company;

EVENTS WHICH AFFECT

The good repute of the licence holder and transport manager (if any), in particular, relevant convictions as defined in schedule 3 to the 1995 Act (this includes the issue of a fixed penalty notice or conditional offer under Part 3 of the Road Traffic Offenders Act 1988);

The professional competence of the licence holder and/or transport manager;

The requirement for the licence holder to be of appropriate financial standing (including bankruptcy, liquidation, sequestration of estate or entry into administration of the holder or the appointment of a receiver, manager or trustee).

The requirement to have an effective and stable establishment in Great Britain namely;

Any changes to the specified address of establishment, and

the requirement to have access at all times to at least one goods vehicle registered or in circulation in Great Britain

GENERAL UNDERTAKINGS – STANDARD NATIONAL LICENCES

The licence holder undertakes to make proper arrangements so that:

The rules on drivers' hours and tachographs are observed and proper records kept;

Motor vehicles and trailers are not overloaded;

Vehicles will operate within speed limits;

Motor vehicles and trailers, including hired vehicles and trailers, are kept fit and serviceable;

Drivers report promptly any defects or symptoms of defects that could prevent the safe operation of vehicles and/or trailers, and that any defects are promptly recorded in writing;

Records are kept (for 15 months) of all driver defect reports, all safety inspections, routine maintenance and repairs to vehicles and trailers and these are made available on request; and

In respect of each operating centre specified, that the number of authorised motor vehicles and the number of authorised trailers kept there will not exceed the maximum numbers recorded against the operating centre in this licence.

Notes:

1. The continuation fee is payable before the end of the month which precedes the date of expiry of a period of 5 years, beginning with the date of either the issuing of the licence or the most recent 5 year anniversary of that date, whichever is the later. There is no legal obligation for the traffic commissioner to send a reminder that the continuation fee is due although a licence checklist will be sent to the correspondence address of the licence holder kept on file. If you have received no contact two weeks before the continuation date, please urgently contact the Central Licensing Office.

2. The “holder” of a licence is the person to whom the licence was issued. An operating centre is defined as the base or centre at which the licence holder’s vehicles (and trailers) are normally kept. Every five years, for a period of two months the traffic commissioner has the power under section 30 of the Goods Vehicles (Licensing of Operators) Act 1995 to review the suitability of an operating centre should there be any concerns. If a review is to be conducted an operator will be contacted in writing.

3. This licence authorises the use of a maximum number of vehicles and trailers by the licence holder. Vehicles currently in the holder’s possession, and for which vehicle discs have been issued, are recorded as “specified” vehicles on the licence. The difference between the number of vehicles in possession and the total authorisation is known as the “margin”.

4. Within the margin, the licence holder may operate vehicles additional to those currently specified on the licence (but without exceeding the total authorisation) for a maximum of one month beginning with the day on which the vehicle was first in the licence holder’s lawful possession. If the period of use of any vehicle is one month or less there is no requirement to notify the central licensing office. To use a vehicle for more than one month, and remain within the law, the licence holder must inform the central licensing office before that month is up. The vehicle then becomes specified on the licence and the margin is reduced accordingly.

5. If the vehicles specified on the licence are equal to the total authorisation, the holder cannot operate any additional vehicles, temporarily or otherwise, without having first applied for, and been granted, authority to do so.

6. The licence holder cannot change or add an operating centre without having first applied for, and been granted, authority to do so. Failure to obtain authority to use a place as an operating centre may result in a fine on summary conviction and disciplinary action being taken against the licence.

7. In addition to the general conditions detailed elsewhere in this document, legislation requires licence holders to inform the traffic commissioner of any change of correspondence address, within 28 days. Failure to inform the traffic commissioner of a change of correspondence address may result in the revocation of the licence.

8. A licence holder who does not fulfil an undertaking or condition recorded on his licence may be committing an offence and will be liable to disciplinary action by the traffic commissioner. A licence may be revoked, suspended or curtailed.

Scottish Environment Protection Agency
Buidheann Dìon Àrainneachd na h-Alba

CONFIRMATION OF REGISTRATION AS A CARRIER AND/OR BROKER OF CONTROLLED WASTE

Email: registry@sepa.org.uk

The following information is hereby certified by the Scottish Environment Protection Agency, Angus Smith Building, 6 Parklands Avenue, Eurocentral, Holytown, North Lanarkshire ML1 4WQ to be information which at the date of this certificate is entered in its register of carriers and/or brokers of controlled waste.

Registration Number	WCR/R/1109865
Registered Activity	Carrier of controlled waste
Registered Person	LONG LANE DELIVERIES LTD.
Business Trading Name	LONG LANE DELIVERIES LTD.
Principal Place of Business	. Belgowan Street Bellshill Bellshill ML4 3LB
Date of Registration / Renewal	13/08/2024
Date of Expiration*	07/02/2028

NOTES

You can check whether there has been any change in the information contained in this certificate by contacting SEPA.

*Registration will expire on this date unless: -

(a) it is revoked before expiry.
(b) the Registered person requests the removal of their name from the register at an earlier time.
(c) an application for renewal is made within the six months ending on the expiry date and the application is still outstanding or is the subject of an appeal on that date.
(d) in the case of a registered partnership, if any of the partners ceases to be registered or if anyone who is not registered becomes a partner.

Approved Establishment's Identification Mark

The current form of the identification mark is set out at Annex II Section 1 B of Regulation (EC) 853/2004, as below:

Notes on the form of the identification mark

- *The mark must be legible and indelible, and the characters easily decipherable. It must be clearly displayed*
- *The mark must indicate the name of the country in which the establishment is located, which may be written out in full or shown as a two-letter code in accordance with the relevant standard. i.e. UK.*
- *Food business operators may continue to use stocks and equipment that they ordered before the entry into force of this Regulation until they are exhausted or require replacement.*
- *The mark must indicate the approval number of the establishment.*
- *If an establishment manufactures both food to which this Regulation applies and food to which it does not, the food business operator may apply the same identification mark to both types of food.*
- *When applied in an establishment located within the Community, the mark must be oval in shape and include the abbreviation EC*

Food Business Operator and Management Details

Name of applicant:	David Myles
Position in business:	Company Secretary
Name of contact:	David Myles
Position in business:	Company Secretary
Email:	david.myles@longlanedeliveries.co.uk
Mobile:	01698 539940

Name and Full Address of the Food Business Operator:

Long Lane Deliveries Ltd
Belgowan Street
Bellshill North Industrial Estate
Bellshill
ML4 3LB

Please note that before implementation of any changes to the activities to which this approval applies you must notify North Lanarkshire Council at Municipal Buildings, Kildonan Street, Coatbridge, ML5 3LF

This Service will notify Food Standards Scotland of your business's approval status.

Yours faithfully,

I Morr

Irene Morrison
Assistant Business Manager

LLD standard terms and conditions

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 2ºC +/- 1°C; and frozen at -18ºC +/- 3ºC

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 been 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

Originally issued 2006, updated Oct. 2011 when the Insurance wording was changed and the bank account details were amended. Further updated May 2015 with replacement of EFSIS with BRC and introduction of info on temp, pallets, PODs, late delivery and changes to layout.

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

LONG LANE DELIVERIES LTD
Belgowan Street
Bellshill Industrial Estate
Bellshill
Lanarkshire
ML4 3NS

0	0	2	8	9	0	6	-	0	0	0

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 9(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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Road Haulage Association Limited
CONDITIONS OF STORAGE 2009
Effective 1 December 2009

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 GOODS ARE IN STORAGE.

Company stamp or details and RHA membership number

Long Lane Deliveries Ltd
Belgowan Street
Bellshill Industrial Estate
Bellshill
Lanarkshire
ML4 3LB

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RHA membership number

(hereinafter referred to as *"the Contractor"*) accepts Goods for Storage only upon the Conditions set out below. No servant or agent of the Contractor is permltted to alter or vary these Conditions in any way unless expressly authorlsed in writing to do so by a Director, Principal, Partner or other authorlsed person. If any legislation is compulsorily applicable to the Contract and any part of these Conditions is incompatible with such legislation, such part shall, as regards the Contract, be overridden to that extent and no further.

1. Definitions

In these Conditions:
"*Customer*" means the person or company who contracts for the services of the Contractor.
"*Contract*" means the contract between the Customer and the Contractor for the Storage of the Goods.
"*Goods*" means goods whether 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 Stored under the Contract.
"*Storage*" means the storage and handling of Goods including unloading and loading of Goods and movement of Goods between stores and such other ancillary services as the Contractor may agree to in writing, and the words *"Store"* and *"Stored"* shall be construed accordingly.
"*Dangerous Goods*"means:

(i) those substances and articles the carriage of which is 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 authorised only under the conditions prescribed in accordance therewith;
(ii) any weapon, drug, poison, damaging article or substance or any article or substance likely to encourage vermin or other pests or likely to cause infection; and
(iii) any Goods which, although, not included in (i) or (ii) above, in the sole opinion of the Contractor, present a similar hazard.

"*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 the information is readily accessible so as to be usable for subsequent reference.
"*Trader*" means the owner of the Goods, any other person having an interest therein and anyone acting on behalf of such owner or other person, including, as the case may be, the Customer.

2. Parties and Sub-Contracting

(1) The Customer warrants that he is either the owner of the Goods or is authorised by such owner to accept these Conditions on such owner's behalf.
(2) The Customer also warrants that the Goods are as described to the Contractor with regard to their nature, weight, quantity, condition and dimensions.
(3) The Customer also warrants that Dangerous Goods accepted for Storage comply with all relevant statutory regulations for the time being in force concerning the Storage, carriage, packing, marking, documentation and labelling of such articles or substances.
(4) The Contractor and any other contractors employed by the Contractor may employ the services of any other contractor for the purpose of fulfilling the Contract in whole or in part and the name of every such other contractor shall be provided to the Customer on request.
(5) The Contractor contracts for itself and as agent of and trustee for its servants and agents and all other contractors referred to in (4) above and such other contractors' servants and agents and every reference in these Conditions to the "Contractor" shall be deemed to include every other such contractor, servant and agent with the intention that they shall have the benefit of the contract and collectively and together with the Contractor be under no greater liability to the Customer or any other party than is the Contractor hereunder.

3. Dangerous Goods

(1) Dangerous Goods must be disclosed by the Customer and if the Contractor agrees to accept them for Storage such Goods must be properly and safely packed, marked, labelled and documented in accordance with any legislation for the time being in force for the Storage and carriage of such articles or substances and the Customer shall, whilst the Dangerous Goods remain in Storage, keep the Contractor informed of any statutory modification or re-enactment thereof or any rules or regulations made thereunder or rules or recommendations made by any relevant authority, concerning the Storage or handling thereof.
(2) Prior to receipt of the Dangerous Goods, the Customer shall provide the Contractor with such information in writing as will enable the Contractor to know the identity of the Dangerous Goods, the nature of the hazards created thereby, and any action to be taken in an emergency. While the Dangerous Goods remain in Storage, the Customer shall keep the Contractor informed of its recommendations on the handling and Storage of such Goods including all health and safety recommendations. The Contractor shall be entitled to disclose the information supplied by the Customer to its servants, agents and other contractors referred to in condition 2(5), and any relevant Government department.

4. Notice of Delivery or Collection

The Customer shall give the Contractor not less than twenty-four hours notice of its intention to deliver or remove Goods at the premises of the Contractor.

5. Receipt of Goods

(1) Following acceptance of the Goods for Storage the Contractor shall if so required provide the Customer with a receipt in writing but the burden of proving the condition of the Goods on receipt by the Contractor and that the Goods were of the nature, property, chemical composition, quantity, quality or weight declared in the relevant document shall rest with the Customer.
(2) The Contractor shall notify the Customer of any pre-existing damage to and/or deficiency in the Goods to be Stored, within a reasonable time of the Contractor becoming aware of such damage or deficiency. Such Goods shall, in the absence of any express agreement to the contrary between the Customer and the Contractor, be returned to the Customer at the Customer's expense.

6. Termination of Storage

(1) Either the Contractor or Customer may at any time give not less than twenty-one clear days' notice in writing to the other of its intention to terminate the Contract and notwithstanding that the Contractor may have released the Goods before the expiry of such notice, all charges shall be payable to the date when the notice would have expired.
(2) The Contractor may require the removal of the Goods or any part thereof, forthwith, if in the Contractor's opinion:
(a) the Customer's financial positIon becomes unsatisfactory or if the Customer ceases to pay its debts in the ordinary course of business or cannot pay its debts as they become due, or (being a company) is deemed to be unable to pay its debts or has a wInding up petition issued against it or a receiver appointed of all or any part of its assets, or if a proposal is made for a composition with creditors or scheme of arrangement or for an administrator to be appointed in respect of all or any part of the business or assets of the Customer or (being an individual) commits an act of bankruptcy or has a bankruptcy petition issued against him, or the Customer is in breach of any of its obligations arising under the Contract;
(b) the Storage of Goods poses a risk to the health and safety of the Contractor, its servants or any third party or to the Contractor's property or any third party property;
(c) the continued Storage of the Goods will result in the Goods perishing or otherwise deteriorating and/or will cause damage to other goods or property.
(3) If the Goods or any part thereof are not removed after notice Is given by the Contractor to the Customer in accordance with paragraphs (1) and (2) above, then the Contractor may, at its absolute discretion, sell the Goods after the lapse of a reasonable period of time after notice is given by the Contractor of its intention to sell the Goods or part thereof.

7. Revision of Storage Charges and Conditions of Storage

The Contractor's charges and these Conditions may be revised by the Contractor from time to time. Any such revision shall not become effective until the expiry of twenty-one days from the date notice of proposed revision is given to the Customer.

8. Contractor's Charges

(1) Goods accepted for Storage during any calendar week (Monday to Sunday both inclusive) shall be charged for as though they were received on the first day of such week.
(2) Charges shall be payable when due without reduction or deferment on account of any claim, counterclaim or set-off. If the Customer becomes insolvent or any sums owed by the Customer on any invoice or account with the Contractor become overdue for payment, any credit terms shall be cancelled with immediate effect and all invoices or accounts issued by the Contractor shall immediately be deemed due for payment and thereupon become payable. The Late Payment of Commercial Debts (Interest) Act 1998, as amended, shall apply to all sums due from the Customer.

(3) Should the delivery of Goods be postponed or cancelled by the Customer, the Contractor shall be entitled to recover from the Customer all expenses incurred by the Contractor and all rental charges in respect of space reserved for such Goods.

9. Liability for Loss and Damage

(1) The Customer shall be deemed to have elected to accept the terms set out in (2) of this Condition unless, before the Goods are Stored, the Customer has agreed in writing that the Contractor shall not be liable for any loss or mis-delivery of or damage to or in connection with the Goods 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 Contractor, its servants, agents or sub-contractors.

(2) Subject to these conditions the Contractor shall be liable for:

(a) physical loss, mis-delivery of or damage to living creatures, bullion, money, securities, stamps, precious metals or precious stones only if:

(i) the Contractor has specifically agreed in writing to Store any such items; and

(ii) the Customer has agreed in writing to reimburse the Contractor in respect of all additional costs which result from the Storage of the said items; and

(iii) the loss, mis-delivery or damage is occasioned during Storage and is proved to be due to the negligence of the Contractor, its servants, agents or sub-contractors.

(b) physical loss, mis-delivery of or damage to any other Goods occasioned during Storage unless the same has arisen from, and the Contractor 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 Goods 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 Goods;

(vi) leakage or deficiency of Goods of a perishable or leaky nature, moth, vermin, insects, atmospheric or climatic causes;

(vii) insufficient or improper packing;

(viii) insufficient or improper labelling or addressing;

(ix) riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour howsoever caused;

(x) any other cause beyond the reasonable control of the Contractor.

(3) The Contractor shall not in any circumstances be liable for loss of or damage to Goods arising after Storage of such Goods has ended, whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Contractor, its servants, agents or sub-contractors.

10. Fraud

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

11. Limitation of Liability

(1) Except as otherwise provided in these Conditions, the liability of the Contractor in respect of claims for physical loss, mis-delivery of or damage to Goods, 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 £100 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 storage, 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) in the case of loss, mis-delivery of or damage to a part of the Goods the weight to be taken into consideration in determining the amount to which the Contractor'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 Goods;

(ii) nothing in this Condition shall limit the liability of the Contractor to less than the sum of £10:

(iii) the Contractor shall be entitled to proof of the weight and value of the whole of the Goods and of any part thereof lost, mis-delivered or damaged;

(iv) the Customer shall be entitled to give to the Contractor notice in writing to be delivered at least seven days prior to commencement of Storage requiring that the £100 per tonne limit in 11(1)(c) above be increased, but not so as to exceed the value of the Goods, and in the event of such notice being given the Customer shall be required to agree with the Contractor an increase in the Storage charges in consideration of the increased limit, but if no such agreement can be reached the aforementioned £100 per tonne limit shall continue to apply.

(2) The liability of the Contractor 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 Goods, shall not exceed the amount of the Storage charges in respect of the Goods 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 Contractor the Customer declares to the Contractor a special interest in Storage in the event of physical loss mis-delivery or damage and agrees to pay a surcharge calculated on the amount of that interest, and

(b) at least seven days prior to the commencement of Storage the Customer has delivered to the Contractor written confirmation of the special interest and amount of the interest.

12. Indemnity to the Contractor

The Customer shall indemnify the Contractor against:

(1) all liabilities and costs incurred by the Contractor (including but not limited to claims, demands, proceedings, fines, penalties, damages, expenses and loss of or damage to the place of storage and to other goods Stored) by reason of any error, omission, mis-statement or misrepresentation by the Customer or other owner of the Goods or by any servant or agent of either of them, insufficient or improper packing, labelling or addressing of Goods 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 Storage of Dangerous Goods and claims made upon the Contractor by HM Revenue and Customs in respect of dutiable goods consigned in bond) in excess of the liability of the Contractor under these Conditions in respect of any loss or damage whatsoever to, or in connection with, the Goods whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Contractor, its servants, agents or sub-contractors.

13. Time Limits for Claims

(1) All claims for damage to or physical loss or mis-delivery of or failure to release any Goods and any claim referred to in Condition 11(2) shall be made in writing by the Customer within seven days after release of the Goods alleged to be damaged or, in the case of Goods alleged to be lost or mis-delivered or which the Contractor fails to release, within seven days after the time when the Goods should in the ordinary course of events have been released and the Contractor shall be under no liability unless such claim is made within the time stipulated.
Provided that if the Customer proves that:

(a) it was not reasonably possible for the Customer to advise the Contractor or make a claim in writing within the time limit applicable, and

(b) such advice or claim was given or made within a reasonable time, the Contractor shall not have the benefit of the exclusion of liability afforded by this Condition.

(2) The Contractor shall in any event be discharged from all liability whatsoever and howsoever arising in respect of the Goods unless suit is brought and notice in writing thereof given to the Contractor within one year of the date when the Goods were released or should, in the ordinary course of events, have been released.

(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.

14. Lien

(1) The Contractor shall have:

(a) a particular lien on the Goods, and

(b) a general lien against the Trader for sums unpaid on any invoice, account or Contract whatsoever.

If such lien, whether particular or general, is not satisfied within a reasonable time, the Contractor may sell the Goods, or part thereof, as agent for the owner and apply the proceeds towards any sums unpaid and the expenses of the insurance and sale of the goods and shall, upon accounting to the Customer for any balance remaining, be discharged from all liability whatsoever in respect of the Goods.

(2) The Contractor may exercise its lien on its own behalf or as agent for any assignee of its invoices at any time and at any place at its sole discretion whether or not sums have become payable in accordance with Condition 8(2) hereof. These conditions shall continue to apply during the period of exercise of such lien and Storage charges shall continue to be payable by the Trader in respect of the Goods until the lien has been satisfied in full, whether by sale or otherwise.

15. Impossibility of Performance

The Contractor shall be relieved of its obligations to perform the Contract to the extent that the performance thereof is prevented by failure of the Customer, fire, weather conditions, industrial dispute, labour disturbance or cause beyond the reasonable control of the Contractor.

16. Notice

All written communications from the Contractor to the Customer shall be deemed to have been served if delivered or posted to the last known address of the Customer.

17. Law and Jurisdiction

Unless otherwise agreed in writing, the Contract and any dispute arising thereunder shall be governed by English law and shall be subject to the jurisdiction of the English courts alone.

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

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Long Lane Deliveries

National chilled and frozen distribution and storage

Tel **01698 539940** Fax 01698 672858 email accounts@longlanedeliveries.co.uk
Belgowan Street, North Industrial Estate, Bellshill ML4 3LB

BACS Payments to:

THE ROYAL BANK OF SCOTLAND

Sort Code:

835000

Account Number:

00753698

IBAN: GB44RBOS83500000753698

BIC: RBOSGB2L

Cheques made payable to:

Long Lane Deliveries Ltd

Unless by written agreement invoices to be settled within 14 days of date of invoice

Email:

accounts@longlanedeliveries.co.uk

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