

These terms and conditions supplement those in the Conditions of Carriage.

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 ensure they arrange adequate insurance to provide full cover when their property is in transit. It is the Customer's sole responsibility to insure against risk.

Name of carrier: SPEED WELSHPOOL LTD.
Address: Buttington Quarry, Welshpool, SY21 8SZ

1. Terms & Conditions

1.1. We, the Carrier, will not be held liable for any loss, damage, or claim (including consequential) whatsoever arising from the failure by the Customer, to observe the requirements and processes within this document.

2. Definitions

- 2.1. Carrier means the person (corporate or otherwise) who contracts with the Customer to carry the goods.
- 2.2. Consignee means the person (corporate or otherwise who may or may not be the Customer) to whom the Carrier contracts to deliver the consignment.
- 2.3. Consignor means the person (corporate or otherwise who may or may not be the Customer) who supplies the consignment to the Carrier for carriage.
- 2.4. Customer means the person (corporate or otherwise) who contracts with the Carrier for the carriage of goods.
- 2.5. Contract means the Agreement between the Customer and the Carrier for the carrying out of the transport service including all documents expressly incorporated therein.
- 2.6. Consignment means goods whether single or multiple units or in bulk despatched at any one time from one Consignor in a single load from one address in the United Kingdom to one Consignee at any one other address in the United Kingdom.
- 2.7. Dangerous Goods means goods of any nature as may be included in the Approved Carriage List prepared pursuant to the Carriage of Dangerous Goods (Classification, Packaging and Labelling) and Use of Transportable Pressure Receptacles Regulations 1996 as may be amended from time to time and goods which represent a similar hazard, radioactive material and explosives of any nature.
- 2.8. Day means any day Monday to Friday inclusive other than a Bank or Statutory Holiday, including the delivery day and the day on which any claim or notification is first made.
- 2.9. Alternative Dispute Resolution means any procedure agreed by the parties for the resolution of disputes other than those involving formal arbitration or litigation.
- 2.10. Loss means the actual loss of the goods or failure by the Carrier to deliver the goods within 30 days of the agreed time limit for delivery or, if there is no agreed time limit, within 60 days from the date on which the Carrier took over the goods.
- 2.11. Delay means failure by the Carrier to deliver the goods within the agreed time limit, or if there is no agreed time limit, within the period of 60 days from the date upon which the Carrier takes possession of the goods.
- 2.12. Owners Risk means that the goods are held upon terms that the Carrier shall not be liable for any loss of whatsoever nature and howsoever caused including negligence in relation to the goods or as a consequence of the goods being in the Carrier's possession. The Customer will indemnify the Carrier against all claims that may be made against the Carrier arising from the carriage, retention or storage of such goods.
- 2.13. The expressions Carrier, Consignee, Consignor and Customer shall include those parties' principals, agents and servants.

3. Service Definitions

- 3.1. All services unless otherwise stated, exclude Saturdays, Sundays and Bank and National Bank Holidays.
- 3.2. The standard delivery window is 09.00 to 17.00.
- 3.3. Next Day – collect day 1 for delivery day 2.
- 3.4. Economy – collect day 1 for delivery up to day 3.
- 3.5. Saturday – collect any day, for delivery on the next Saturday in the week. Subject to availability, please contact us.

4. Surcharge Definitions

- 4.1. All surcharges can be added on top of standard services, as defined above. All surcharges are subject to availability and additional charge.
- 4.2. Timed – are specific delivery slots between 10.00 and 17.00 subject to availability depending on the delivery postcode.
- 4.3. AM – delivery between 09.00 and 12.00.

5. Collection and Delivery Procedures

It is the customer's responsibility to provide the following prior to collection:-

- 5.1. A faxed, emailed or online job order of sufficient information, no later than 12.00 on the day of collection. Notification outside of these terms will mean uplift cannot be guaranteed.
- 5.2. An online booking, track and trace and POD viewing system is available to all customers via Palletways Portal and our website, and enables customers to view full track and trace information and download proof of deliveries. We make no guarantee as to the availability of this service, we will be indemnified from any loss or damage arising from its usage, and reserve the right to charge for its usage at any time.
- 5.3. Complete consignment details must be included when the collection is requested, including:-
- 5.3.1. Full postal address;

- 5.3.2. Service level;
 - 5.3.3. Weight;
 - 5.3.4. Dimensions (specified as width x depth x height);
 - 5.3.5. Telephone numbers.
 - 5.4. No claims can be accepted for incurred costs due to inaccurate consignment details provided by the customer, whether by fax, email or online job entry, or where we are not provided with details required to effect delivery successfully.
 - 5.5. The customer is solely responsible for all information provided on collection requests, manifests, documentation and online job entry; and is responsible for any charges arising as such, including gross errors.
 - 5.6. Where no pallet weight/size is provided, we will assume it is a full pallet of 1000kg, and will charge accordingly.
 - 5.7. Where no service is provided, we will assume next day, and will charge accordingly.
 - 5.8. No claims can be accepted for incurred costs due to lack of notification of special requirements, e.g. tail lift, 7.5 tonne or hand ball. Any subsequent arising charges shall be passed to the customer.
 - 5.9. For Palletways deliveries, access to collection and delivery premises must be appropriate for 18 tonne vehicles or larger, unless notified as such. You must advise us if there are any loading or unloading restrictions at both the collection or delivery point.
 - 5.10. Collections and deliveries may be made on vehicles ranging in size from a 7.5 tonne (at request), to a 44 tonne articulated vehicle.
 - 5.11. All collections and deliveries are from/to hard standing, kerbside only. Any subsequent arising charges to facilitate deliveries outside of this may be passed to the customer.
 - 5.12. Deliveries and collections required on vehicles smaller than 7.5 tonne must be pre-arranged at a cost to the customer.
 - 5.13. It is the customer's responsibility to ensure that a collection manifest is signed by both an authorised person at their premises AND the collecting driver. A copy of this signed manifest should then be retained by the customer and a copy must be given to the driver. We cannot be held liable for discrepancies or loss unless this process has been followed.
 - 5.14. The driver is not obliged to collect and/or return empty pallets or discarded packaging from premises.
 - 5.15. If a network collection cannot be made due to circumstances outside of the network's control, we may levy an attempted collection charge to the consignor.
 - 5.16. If a delivery cannot be made due to the consignee being unavailable – for example premises closed, or person out/card left – redelivery charges may apply at the lesser of £10 per pallet or 50% of the original consignment charge for each attempt until successful delivery is achieved.
- 6. Pallet Definitions & Freight Presentation**
- 6.1. Goods must be adequately secured onto a pallet – with shrink/heat wrap, banding and security tape where appropriate. Customers agree to present freight in accordance with our freight presentation guide.
 - 6.2. Pallets used must be able to be securely and safely handled by a forklift truck.
 - 6.3. Pallets must be of a wood, plastic or metal construction and must not collapse due to the strength of the base being inadequate for the weight of the freight.
 - 6.4. The destination address must be clearly identifiable and labelled as such by the customer. We will not be held liable for any cost arising from misrouting due to incorrect labelling.
 - 6.5. Supply of pallet and wrap where applicable will be charged at a rate of £20.00 per pallet.
 - 6.6. Pallet dimensions (size and weight) in excess of the declared amounts, may be held over until accurate information is provided and may be subject to additional charges. Fulfilment of the originally requested service level may not be possible due to the inaccurate information and vehicle and planning constraints. No charges, loss, or damage including consequential will be accepted arising from this.
 - 6.7. Tail lift deliveries are subject to pallets of a maximum gross weight of 1000kg. Charges to split freight down to deliver over multiple pallets may be passed on to the consignor.
- 7. Rates**
- 7.1. Rates / quotes are exclusive of VAT (where applicable at the current rate) and fuel surcharge.
 - 7.2. We reserve the right at any time, to levy charges for incorrectly priced consignments.
- 8. Invoice Queries and PODs**
- 8.1. Invoice queries must be raised within 7 calendar days of the invoice date, in writing.
 - 8.2. PODs can be accessed via online systems including the Palletways Portal and the track and trace system, by customers, for free.
 - 8.3. If you request us to provide you with a POD, we may do so up to 12 months from the consignment date, for a charge of £5.00 per POD.
- 9. Customer Own Paperwork**
- 9.1. We recognise that from time to time our customers may wish to use their own paperwork as delivery notes for consignments. As you will be aware, when these delivery notes are signed at the delivery point, they become the Proof of Delivery, an important legal document.
 - 9.2. We reserve the right to withdraw or charge for the privilege of customers using their own paperwork.
 - 9.3. Customers may use their own paperwork as delivery notes but the following requirements must be observed:-
 - 9.3.1. The following information must be clearly stated:-
 - a. Consignment number;

- b. Collection and delivery addresses;
- c. Contact information at the delivery address;
- d. Total number of pallets in the consignment.

9.3.2. The Palletways 'bullet' barcodes – of which there is one per pallet in the consignment – must be clearly affixed to the delivery note such that to enable scanning by barcode reader.

10. Delivery Note / Proof of Delivery Procedures

- 10.1. Customers are reminded that the Consignee is signing the delivery note to confirm receipt of the total number of pallets, not the items contained therein.
- 10.2. It is the Consignee's responsibility to inspect the outer packaging of the items and make a suitable comment on the delivery note when signing via a 'clause'.
- 10.3. If, during inspection, the Consignee notes anything untoward with any of the pallets being received, a clausured comment **must** be added on the delivery note. 'Un checked' or 'Un examined' is not sufficient and will cause any subsequent claim to be rejected.
- 10.4. Without exception, no claim for loss or damage will be entertained for 'Clean' or un-clausured PODs.

11. DX Freight Profile & Check Weighing

- 11.1. Your consignments may be subject to a check weighing procedure where their weight and measurements are checked.
- 11.2. Items more than 6 metres in length will be subject to an "out of gauge" surcharge.
- 11.3. If the volumetric weight of the consignment exceeds the dead weight, then the greater weight will be charged. Volumetric weight can be calculated by multiplying the length of an item by its width and its depth, all in centimetres, and dividing the result by 5000.
- 11.4. Larger/bulky/heavy items may fall in scope of Irregular Dimension and Weight (IDW) definitions and may attract an additional surcharge. This refers to freight that is over 3m and/or unsuitable for standard conveyors (2m wide with 90-degree bends requiring uniform barcode labelling) and/or requires mechanical lifting and/or manual handling.

More information can be found at the following web page: <https://www.dxdelivery.com/support-area/general-queries/what-does-idw-stands-for/>

12. Goods in Transit Insurance

- 12.1. IT IS THE CUSTOMER'S SOLE RESPONSIBILITY TO INSURE AGAINST RISK.
- 12.2. All goods carried are subject to our Conditions of Carriage which are based on the FTA specimen.
- 12.3. All goods stored are subject to our Conditions of Storage which are based on the FTA specimen.
- 12.4. Our liability is limited for loss or damage – where a claim is accepted as per the Conditions of Carriage to the lesser of the cost price of the items lost/damage or the following scale:-
 - 12.4.1. £1.50 per kg for items transiting via the DX network;
 - 12.4.2. £1.50 per kg for items handled by us, outside of a freight network;
 - 12.4.3. £1.30 per kg (or £5.00 per kg where specifically agreed beforehand) for items transiting via the Palletways network.
- 12.5. If you wish to claim for shortage/damage you must provide a copy of the commercial invoice showing the cost of the goods excluding VAT.

13. Claims

- 13.1. All claims shall be entered online at <https://www.speedwelshpool.com/do-it-online/claim/>
- 13.2. We shall not be liable for damage to the whole or any part of the consignment, physical loss, mis-delivery or non-delivery of part of the consignment unless advised in writing within 7 working days of the delivery.
- 13.3. For any potential claim, the delivery note:-
 - 13.3.1. must have a clausured signature (i.e. signed for as 'damaged' or 'missing', etc.);
 - 13.3.2. must not have an 'unchecked', 'unexamined' or 'not checked' clause;
 - 13.3.3. must not have a 'clean' or no clause indicating loss or damage.
- 13.4. We shall not be liable for 'standing time', 'lost production time' or any other consequential loss whatsoever.
- 13.5. All claims must be based on the cost price of the goods rather than the retail price. Evidence of the cost price must be provided.
- 13.6. All damaged items must be made available for inspection by the carrier or their agent, servant or representative at request within a reasonable time frame after the alleged damage.

14. Payment Terms

- 14.1. A credit account is subject to a satisfactory credit reference check and statuses whereby a credit limit will be applied.
- 14.2. Any excess debt over an agreed credit limit must be settled immediately.
- 14.3. Payment terms, unless otherwise agreed in writing by a Director of the carrier, are strictly 30 days from month end.
- 14.4. Where a customer does not hold a credit account, immediate payment is required upon receipt of the order via credit or debit card or bank transfer.
- 14.5. We reserve the right to retract credit facilities if the customer fails to adhere to the above payment terms and levy late payment charges and interest charged at 8% above the base rate under The Late Payment Commercial Debts Regulations 2002 and The Late Payment Commercial Debts (Interest) Act 1998.
- 14.6. Credit account customers shall not deduct or offset against any claims without prior agreement of the Carrier.

14.7. Credit account customers shall not withhold payment for outstanding non-disputed invoices whilst seeking resolution of an unrelated disputed invoice or part invoice.

15. Fuel Surcharges

15.1. The company reserves the right to apply a fuel surcharge.

15.2. Fuel surcharges may be increased or decreased at the discretion of the carrier, which may or may not be in accordance with bulk fuel purchase variations in price.