

1. Insurance

1.1 All transactions are undertaken in accordance with the Road Haulage Association's Terms and Conditions of Carriage and Storage, version: 2009 Edition. A full version of the RHA terms document is available on our website and hard copies are available on request. Our liability for all UK road movements is subject to RHA which limits the liability to 5.00GBP per kilo.

All goods in storage must be insured by the customer.

1.2 Insurance claims must be formalised in writing, within 24 hours of delivery to customerservices@cumbrialogistics.co.uk to be eligible for the claim to progress. Cumbria Logistics Ltd has a £100 excess in place for any goods in transit claim paid by the party responsible or customer if correct procedure is not followed. We do offer enhanced full value insurance cover which increases the liability to the requested amount, the premium varies dependant on the sum insured.

1.3 We are unable to provide cover for certain product shipments such as certain types of glass, personal effects, bullion, cash etc., but we are more than happy to provide bespoke insurance quotes on request.

1.4 In line with RHA terms and conditions we do not insure customers for consequential loss.

1.5 Subcontracted loads are based on RHA terms only.

1.6 Failure to present freight correctly in accordance with our Terms and Conditions, may result in an insurance claim being rejected.

We do not insure customers for consequential loss.

2. Hazardous Freight

2.1 For consignments that are classified under ADR regulations, we require the product, UN number, Class, Packing Group, Type and number of receptacles. Failure to provide this information for a given consignment will jeopardise our ability to move the freight.

2.2 Packaging of goods is the responsibility of the consignor.

3. Customer Accounts

3.1 Tariffs are issued on the basis of use of our web based online booking portal, although we can still accept email requests to collections@cumbrialogistics.co.uk we would encourage customers to key in directly.

3.2 Cumbria Logistics will not accept liability for any customer inputting errors. If you require an amendment to the shipment after booking online, please email collections@cumbrialogistics.co.uk. Once the amendment has been actioned you will receive a confirmation email.

3.3 Amendments will not be accepted in any other format and must be sent by 1500hrs on the day of collection.

3.4 It is the responsibility of the customer to notify us in writing of any change to the agreed trading account following the completion of the initial account set up. This includes keeping all contact details up to date by emailing accounts@cumbrialogistics.co.uk

4. Fuel Surcharge

4.1. We reserve the right to charge a variable fuel surcharge on the consignment price from our fuel escalator.

5. Payment Terms

5.1 Credit is granted on the strength of robust credit check procedures. If granted, standard terms are 30 days net monthly, unless otherwise agreed. If no credit facility is granted, payment will be required prior to uplift of freight.

6. Cancellation Charges

6.1 We reserve the right to apply reasonable cancellation charges at our discretion.

7. Proof of Delivery

7.1 PODs are viewable and printable from our online portal. We do not return hard copy PODs to customers.

7.2 We do not accept that non-provision of a proof of delivery provides reason to withhold payment of our freight invoice and all our invoices are due for payment within the allotted terms. If any PODs are not available on our online portal, a request should be emailed to customerservices@cumbrialogistics.co.uk.

8. Quoted Validity

8.1 Please note that all quotes issued are valid for one calendar month unless otherwise stated.

9. Invoice Queries

9.1 All invoice queries must be directed to john@cumbrialogistics.co.uk and raised within 14 days of date of invoice. Queries will be acknowledged within 24 hours and

we aim to resolve them within 7 working days. Payment of invoices cannot be delayed by queries lodged with Cumbria Logistics or otherwise. All invoices should be paid in line with agreed credit terms.

10. Freight Presentation

Please note the following minimum requirements for freight presentation. Cumbria Logistics reserve the right to stop any shipment where the freight presentation appears unsuitable for road transport. Pallets that appear unstable may be decked and reworked at a cost to the customer. It will be the driver's discretion to refuse any freight deemed unsafe to travel.

10.1. Wrapping

Freight needs to be securely attached to the pallet. Goods should be wrapped securely on all sides and across the top so the goods are completely sealed with sufficient layers to prevent goods moving independently of the pallet.



Pallet cones are available for purchase for fragile non-stack freight. Please contact customerservices@cumbrialogistics.co.uk for price and availability.

10.2. Labelling

All pallets must be labelled clearly on one short side using a label generated from the online booking platform. Freight that cannot be identified by a correct label will be held back due to insufficient information which will affect our ability to deliver on time. Cumbria Logistics will not accept responsibility for incorrect or inadequately labelled pallets. Ensure all labels are firmly fixed to the pallets.

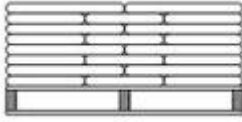
10.3 Customer Label Printers

Where appropriate Cumbria Logistics will install Zebra label printers into customers' premises. The use of these printers will be agreed in writing through a separate policy document. Customers are responsible for labelling accurately.

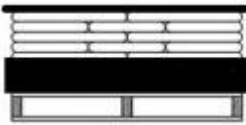
10.4 Bagged Product

- We advise the product should not overhang the base dimensions of the pallet
- We advise goods to be guarded with cardboard up from the base of the pallet

- We advise goods to be protected with a cardboard layer card on the top of the pallet
- And be securely wrapped to the wooden pallet



Insufficient Protection



Correctly Protected Bagged Product

10.5 Bottled Product

- Each layer of bottles must sit in a tray to restrict lateral movement.
- A layer of cardboard must be used to separate each layer of product.
- Sufficient wrap must be applied to ensure that the bottles cannot move or 'bulge' during transport. This is a minimum of 5 – 6 layers.
- Pallets that appear unstable maybe decked and reworked at a cost to the customer.

10.6 Hazardous Drums

All drums must be secured to the pallet. Below is an image demonstrating the correct procedures for securing drums in place with banding. Alternatively shrink wrap can be used to secure the drums to the pallet but ensure the wrap goes around the base of the pallet and drums.



Any freight which is deemed unsafe, will be checked and a charge will be incurred for securing the freight correctly.

11. Sharp Items/Wire Products

Any sharp items or wire products (e.g. barbed wire) must be shipped with sufficient protective packaging to ensure that the goods cannot come loose or cause damage to the surrounding pallets or vehicles.

Additional banding, plastic, cardboard or any other suitable covers should be used to eliminate the risk of damage to other surrounding pallets or vehicles and keep the product secured to the pallet.

All freight should remain inside of the footprint of the pallet base to avoid unnecessary damage. Should damage occur, and evidence proves it was down to the lack of packaging, the customer could be held liable for any associated costs.

11.1 Pallet Weights

Any pallet to be delivered by tail lift must not exceed 1000kg. Where a small vehicle (7.5T) is required, maximum tail lifted weight is restricted to 750kgs. Please contact customerservices@cumbrialogistics.co.uk for more information for pallets exceeding the above.

11.2 Declaring pallet sizes

It is the customers responsibility to declare the pallet size and weight correctly. By under declaring this could result in a possible delay in service. Any discrepancies raised by another depot or delivery agent will be charged accordingly to the true size of the pallet.

Please note it is not the drivers responsibly to make sure customers despatches are manifested correctly

12. Reverse Collections (3rd Party Collections)

For collections outside of local postcodes of CA,DG and TD these will need to be booked online or via email to collections@cumbrialogistics.co.uk by **1130hrs** for same day collections, Monday – Friday.

For Hazardous freight collections outside the local postcodes of CA,DG and TD postcodes must be booked the day prior to collection.

13. Freight Collection Window

Our standard collection window is within 0900 – 1700hrs unless otherwise specified. Goods need to be available for collection at any point during this window.

We do not offer a timed collection service. A wasted charge will be applied if the freight is not ready when our vehicle arrives to collect the booked freight.

If a collection manifest is signed by a driver he is signing for the number of pallets and not specific pallets.

Please note that we do not offer a pallet exchange service.

14. Freight Delivery Window

Our standard delivery window is within 0900 – 1700hrs unless otherwise specified or booked. Customers should ensure that there is someone on site to receive the goods. If no-one is available to sign for the goods we reserve the right to return them to our depot. Any redelivery following such action would be charged to the customer.

Where roads are closed or no access available we reserve the right to return the goods to our depot and redeliver on another occasion. Where Cumbria Logistics is not at fault for the delivery failing there will be a charge for the redelivery.

15. Nature of Delivery

15.1 Kerb Side

All deliveries are to kerb side only unless prearranged before collection. Any additional requirements may incur additional charges and must be confirmed in writing by Cumbria Logistics. None of our drivers are required or insured to hand ball goods from the wagon or into premises, this will be done at the drivers discretion

15.2 Tail Lift Deliveries

15.2.1 All network deliveries have the option to be booked with a tail lift delivery.

15.2.2 Where it is safe to do so the driver will use the tail lift to unload the goods and make a kerb side delivery.

15.2.3 Tail lift deliveries must be on flat ground which can have a pump truck moved easily over it.

15.2.4 Tail lift deliveries can be made on all pallets not exceeding 1.2 x 1.2 x 2.2m and 1000kg in weight.

15.2.5 Where a small vehicle is requested tail lift deliveries can only be made on pallets not exceeding 1.2 x 1.2 x 2.2 and 750kg in weight.

15.2.6 In all instances the driver has the final say as to whether a tail lift delivery is safe and possible in the location they find themselves delivering to.

If the delivery point can only access can only accommodate a van this would be done by special request, Cumbria Logistics is not obliged to provide a van delivery service. Each van job would be price individually. Tail lift weight would also be affected.

16. Handball Deliveries.

16.3.3 If it is requested that the goods be taken into a premises or through a doorway, the driver is not obliged to do this. The driver must not lose sight of their lorry whilst performing this task. Any hand ball will be undertaken at the drivers discretion.

16.1 Advanced Notice of Delivery

Should you require a call to the delivery point prior to delivery please ensure that all contact details have been included at the time of booking (in the delivery instruction box).

Please note that, given the nature of our delivery process, this will be done on a best endeavours basis and we cannot guarantee that the driver will be in a position to call ahead of delivery.

For deliveries made via the Hazchem network

Service Level	Collection Day
A – Next Day	1
B – 48 Hour Economy	1

Please note that economy deliveries through the Hazchem network are eligible for delivery on any day (2 or 3) the choice of which is at the discretion of the delivery depot. If delivery dates are fixed we reserve the right to charge next day rates as the flexibility of an economy shipment has been removed.

The following points apply to all shipments made through the Hazchem network:

- The following classes can be carried:

- Class 2 Compressed Gases



(Cylinders)



- Class 3 Flammable Liquids
- Class 4 Flammable Solids [Excl. 4.1 with class explosive secondary



hazard]

- Class 5.1 & 5.2 Oxidizing Agents [Excl. 5.2 temp controlled / with class 1



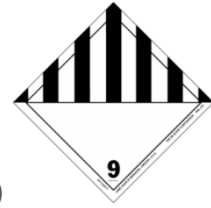
secondary hazard]



- Class 6.1 Toxic Products



- Class 8 Corrosive Products



- Class 9 Miscellaneous (Inc. Environmental Hazardous Material)
- Class X Industrial Goods / Non Hazardous
- Class Z Aerosols / ADR Parcels / Mixed ADR on a pallet
- The following classes CANNOT be carried:
 - Food Products [unless under 'ADR' scope e.g. Ethanol Spirit]
 - Waste Products



- Class 1 Explosive Materials



- Class 6.2 Biologically Infectious Products



- Class 7 Radioactive Products ['EX' excepted quantities allowed]
- Non-networkable products (i.e. Cyanides, HF, et el.) – freight that can only be transported direct.
- Customers must provide their own paperwork for all shipments and this must conform to DG standards, clearly showing the UN number, Name of Goods, Class, Packing Group, Description of Packaging and Tunnel Code.
- Saturday deliveries are by arrangement only and will require the agreement of the delivery depot concerned.

- Hazardous Parcels will only be delivered during the window of 0900hrs and 1700hrs. Timed surcharges are not applicable to these items.
- Where a parcel is booked for a postcode that only has a pallet delivery service goods will be sent as a pallet and charged as such. Please refer to our website for our service level restrictions.
- All consignments booked for a residential service will require a customer telephone number or the freight will be held up until one is provided.
- A customer telephone number must be provided on booking for all deliveries that require a residential service (RS). Failure to do so, will delay the freight being delivered.

For deliveries made by our Groupage or Full Load service

These will be agreed in writing prior to the collection of the goods.

17. Amendments to Bookings & Cancellations

17.1 If you require any amendments to any details of booked freight, please email customerservices@cumbrialogistics.co.uk by 1500hrs on the day of collection, and followed up with a confirmation phone call.

17.2 All cancellations must be made by sending an email to customerservices@cumbrialogistics.co.uk. Where cancellations are made at short notice Cumbria Logistics reserves the right to apply a cancellation fee. Full load cancellations are required by 12 noon on the day previous to collection.

17.3 Any amendments/cancellations made after 1600hrs on the day of collection or where notification has not been received, the full consignment charge will be applied.

18. ETA Provision

18.4 Any information given will be “estimated” and cannot encompass unforeseen circumstances such as congestion or road works.

19. Booking In

A ‘BOOK IN’ service is a free of charge service for all non hazardous freight. The customer will receive a call within 48hrs from despatch from the delivery depot where

they will arrange a mutually convenient day that suits both parties. Charged at economy rate.

For all Hazardous book in deliveries there will be a £7.50 surcharge

20. Customer Paperwork Usage

If you wish to use your own paperwork as a POD, a copy must be fixed to one of the pallets within the consignment. In addition a complete copy must be emailed to customerservices@cumbrialogistics.co.uk by 1700hrs on the day of collection, If no email sent or hard copy with the driver then our own standard paperwork will be used.

22. Customer Contact

We may need to contact customers during the day to discuss deliveries and collections. Customers should be available between the hours of 09:00hrs – 17:00hrs for phone and email contact.

It is the responsibility of the customer to keep all contact details up to date. All changes should be emailed to customerservices@cumbrialogistics.co.uk immediately.

23. Health & Safety of Customers and their Clients during Deliveries

Cumbria Logistics will accept no responsibility for injury to any person during the collection or delivery of goods. No one except delivery company staff should be on the delivery vehicle or any associated part e.g. a tail lift, all other persons should stand well clear.

24. Regional Distribution Centre Deliveries

All deliveries going into an RDC must be booked in by the sending customer. Although you will be given a dedicated time slot the delivery depot may consolidate all their daily deliveries into 1 slot.

All relevant paperwork and reference numbers must be sent before despatch.

Cumbria Logistics will not be responsible for any fines an RDC may charge a customer. This is a contract between the sender and delivery point.

Warehouse Specific Trading Terms

25. Warehouse Opening Hours

Any incoming loads of storage will only be tipped between the hours of 10am and 3pm. If the load arrives outside these hours it could result in the driver having to wait or indeed being turned away.

All storage loads must be pre booked in by either the customer or shipping company. Loads arriving that have not been booked in again could be made to wait or turned away.

26. Order Cut Off Times

Same day pick and despatch orders need to be made before a 1500hrs cut off.

***PLEASE COMPLETE THE BELOW AND RETURN TO
CUSTOMERSERVICES@CUMBRIALOGISTICS.CO.UK***

FAILURE TO RETURN COULD VOID ANY RATES, CREDIT TERMS OR INSURANCE CLAIMS.

SIGN _____

PRINT _____

COMPANY _____

DATE _____