



Road Haulage Association Limited

SPECIAL CONDITIONS CARRIAGE OF ABNORMAL INDIVISIBLE LOADS

Effective from 1 April 2021

Company Stamp or details

S E DAVIS & SON LTD
 Sandhills Farm
 Edgioake Lane
 Astwood Bank
 REDDITCH
 Worcestershire
 B96 6BG

0	0	0	3	7	3	9	-	0	0	0
---	---	---	---	---	---	---	---	---	---	---

RHA membership number

"Force Majeure Event" shall have the meaning set out in Condition 10(2).
 "Freight Charges" shall mean the Company's standard charges or such other charges agreed between the Customer and the Company excluding any charges by sea, rail, inland waterways or air.
 "Goods" shall mean any article including any container, pallet or similar article for transport or packaging supplied by the Customer which is accepted by the Company for transport.
 "Transport" shall mean the conveyance of goods from the point at which the goods are accepted by and become the responsibility of or under the control of the Company to the point designated for delivery when the goods cease to be its responsibility or under its control. The operations of removal, lifting, lowering, skidding, winching, handling, loading, unloading and installation of the goods carried out in the performance of a transport contract shall be included as Transport.
 "Used Plant or Machinery" shall mean items previously operated or installed and in visibly used condition, i.e., not new ex-manufacturer or dealer.

(hereinafter referred to as "the Company") is not a common carrier and accepts Abnormal Indivisible Loads only upon that Condition and on the Conditions set out below ("the Conditions"). No servant or agent of the Company is permitted to alter or vary these Conditions in any way unless expressly authorised to do so by a Director of, Principal of, or Partner in the Company, 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. If a Customer's document contains terms or conditions additional to or at variance with these Conditions every such additional or varying term or condition shall be of no effect. 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.

Important - Limit of Liability

The Customer's attention is drawn to the exclusions of liability on the part of the Company and to the limits of liability and the means to increase such limits expressed in Condition 12.

1. Definitions

In these Conditions :

"Abnormal Indivisible Load" means a load which cannot without undue expense or risk of damage be divided into two or more loads for the purpose of being carried on a road, and that,

- (a) on account of its length, width or height, cannot be carried on a motor vehicle of category N3 or a trailer of category O4 (or by a combination of such vehicles) that complies in all respects with Part 2 of the Construction and Use Regulations, or
- (b) on account of its weight, cannot be carried on a motor vehicle of category N3 or a trailer of category O4 (or by a combination of such vehicles) that complies in all respects with— (i) the Authorised Weight Regulations (or, if those Regulations do not apply, the equivalent provisions in Part 4 of the Construction and Use Regulations); and (ii) Part 2 of the Construction and Use Regulations.

"Authorised Weight Regulations" means The Road Vehicles (Authorised Weight) Regulations 1998.

"Contract" means the contract of carriage between the Customer and the Company.

"Consignee" means the person or company to whom the Company contracts with the Customer to deliver the Consignment.

"Consignment" means goods in bulk or contained in one parcel, package or container, as the case may be, or any number of separate parcels, packages or containers sent at one time in one load by, or for, the customer from one address to one address.

"Construction and Use Regulations" means The Road Vehicles (Construction and Use) Regulations 1986.

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

"Dangerous Goods" means 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.

"Demurrage" means any cost or expense the Company 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 Company.

2. Parties and Sub-Contracting

- 2.1 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.
- 2.2 The Company and any other carrier employed by the Company 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 Company 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.
- 2.3 The Company contracts both for itself and as agent of and trustee for its servants and agents and all other carriers referred to in (2) above and also as agent and of trustee for such other carriers' servants and agents; and every reference in these Conditions to "the Company" 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 Company shall be under no greater liability to the Customer or any other party than is the Company hereunder.
- 2.4 Notwithstanding Condition 2(3) the carriage of any Consignment by rail, sea, inland waterway or air has been or will be arranged by the Company solely as agent of the Customer and shall be subject to the conditions of the rail, shipping, inland waterway or air carrier contracted to carry the Consignment. The Company shall be under no liability whatsoever and 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 Company.

3. 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 Company constitute waste (unless the Company 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 subcontractors also comply, with any reasonable regulations of the Company relating to handling, health and safety, and security, of which they are notified or have been notified; and
- (3) It will provide the Company with such information and materials as the Company may reasonably require in order to comply with its obligations under the Contract, and will ensure that such information is complete and accurate in all material respects.
- (4) If the Company'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 Company 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 Company's performance of any of its obligations;

- (b) the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure to perform or delay in performing any of its obligations as set out in this Condition 3(4); and
- (c) the Customer shall on written demand reimburse the Company for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.

4. Transit and Undelivered or Unclaimed Consignments

- (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 then transit shall be deemed to end forthwith and the Customer shall indemnify the Company against all costs, claims and demands whatsoever incurred by the Company in consequence of its inability to unload the Consignment;
 - (b) when for any other reason whatsoever a Consignment cannot be delivered or when a Consignment is held by the Company 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, 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.
- (4) Where either of the provisos to Condition 4(2) operate such that transit is deemed to have ended, the Company 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 Company from all liability in respect of such Consignment, its carriage and storage, provided that:
 - (a) the Company shall do what is reasonable to obtain a reasonable price for the Consignment; and
 - (b) the power of sale shall not be exercised where the name and address 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 Company 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.

5. Terms for Abnormal Indivisible Loads

Unless the contract provides to the contrary, a contract for the carriage of Abnormal Indivisible Loads shall be subject to the following additional conditions.

The Customer shall be responsible for:

- 5.1 Informing the Company of the correct weight, centre of gravity and the dimensions of the load.
- 5.2 Informing the Company in writing of any limitations in size and weight of vehicles (whether laden or unladen) cranes and plant which can safely negotiate at premises on which collection and/or delivery of the goods is to be made or private property over which the vehicle, cranes or plant have to pass to gain access to the place of collection or delivery.
- 5.3 In the absence of such information as aforesaid indemnifying the Company against all losses, claims and demands whatsoever which the Company may incur arising out of inadequacy of such premises and property, and the roadways, bridges, weighbridges, underground services, manholes and covers to withstand the weight of the vehicle whether laden or unladen, without prejudice to the generality of the indemnity contained in Condition 9 hereof.
- 5.4 Informing the Company of alterations in circumstances applicable to a specific contract.
- 5.5 Unless otherwise agreed in writing obtaining the Road/Bridges or other Authority's prior recommendation of a route suitable for the passage of the vehicle(s) and load without subsequent material variations of such routes. All goods are carried subject to a suitable route being available at the time of movement.
- 5.6 Unless otherwise agreed in writing paying the Company for the cost of removal and replacement of street furniture, road signs, overhead wires, route alterations or any other works and way-leaves necessary to permit the movement of the abnormal load at the cost as submitted by the relevant authority plus 5% for administration.

6. Dangerous Goods

If the Customer does not disclose in writing and in advance that a Consignment contains Dangerous Goods, the Company shall be entitled to rescind the Contract. If the Company 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.

7. Access, Equipment, Loading and Unloading

- 7.1 Unless otherwise agreed in writing the Customer will be responsible for the loading of goods on to the vehicle and the consignee will be responsible for unloading the goods off the vehicle. The Company will not be responsible for any loss or damage to the goods arising from the loading onto or unloading off the vehicle or from the overloading of the vehicle or the unsafe loading of the vehicle. The Company will through its servants or agents provide assistance in loading or unloading the goods when requested to do so by the Customer or the consignee or the agents of either. The Customer agrees to indemnify the Company from and against all and any loss, damage, death or injury that may arise whilst the loading or unloading operation is taking place whether or not such loss, damage, death or injury is attributable to the negligence of the Company, its agents or servants.
- 7.2 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.
- 7.3 The Customer shall ensure that any cranes, fork lift trucks, slings, chains or other loading or unloading equipment is suitable for its purpose and will indemnify the Company against all consequences of failure of such equipment.
- 7.4 The Company will if required provide suitable timber dunnage to be placed between the goods and the vehicle platforms. Dunnage to part lifts or for the protection of goods in transit must be provided by the Customer.

8. Used Plant or Machinery

Notwithstanding anything contained in these conditions to the contrary used plant or machinery is transported on the condition that the Company is responsible only for transit risks or damage directly attributable to the negligence of the Company, its servants, agents or subcontractors.

9. Indemnity to the Company

The Customer shall indemnify the Company against:

- 9.1 all losses, liabilities and costs incurred by the Company (including but not limited to claims, demands, fines, proceedings, penalties, damages, costs, expenses and loss of or damage to the carrying vehicle and to other goods carried) due to 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, or by reason of insufficient or improper packing, weatherproofing, 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).
- 9.2 all losses, liabilities and costs arising from claims and demands whatsoever 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 Company 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 Company, its servants, agents or subcontractors;
- 9.3 all losses suffered by and claims made against the Company in consequence of loss of or damage to property caused by or arising out of the carriage by the Company of Dangerous Goods whether or not declared by the Customer as such;
- 9.4 all liability for damage caused by the passing of the loaded vehicle over private property unless it can be proved by the Customer that it was due to the negligence of the Company, its servants, agents or subcontractors;
- 9.5 all loss, damage or delay incurred by the Company as a consequence of the failure of tyres, tubes, undergear or the chassis of the Consignment unless it can be proved by the Customer that such loss, damage or delay was due to the negligence of the Company, its servants, agents or subcontractors;
- 9.6 All claims made upon the Company by H.M. Revenue & Customs in respect of dutiable goods consigned in bond whether or not transport has ended or been suspended; and
- 9.7 Indirect or consequential loss of market arising either from delays en route attributable to statutory notifications or from delays caused by H.M. Revenue and Customs inspections.

10. Company's Liability

- (1) The Customer shall be deemed to have elected to accept the terms of these Conditions unless it agrees with the Company in writing before transit commences that the Company 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 Company, its servants, agents or subcontractors.

- (2) Subject to these Conditions the Company shall be liable for physical loss, mis-delivery of or damage to goods comprising the Consignment, other than those referred to in (4) of this Condition, occasioned during transit unless the same has arisen from a Force Majeure Event. 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 Company, 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
 - (ii) act of terrorism, seizure or forfeiture under legal process, restraint of government,
 - (iii) 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;
 - (iv) inherent wastage in bulk or weight, faulty design, latent defect or inherent vice or natural deterioration of the Consignment;
 - (v) any special handling requirements in respect of the Consignment which have not been notified to the Company;
 - (vi) insufficient or improper packaging, labelling or addressing, unless the Company has contracted to provide this Service;
 - (vii) fire, flood, storm, earthquake, pandemic, or epidemic;
 - (viii) road congestion, road accidents, delays incurred at any delivery location or lack of delivery instructions from the Customer, vehicle breakdown.
- (3) The Company shall in no circumstances be liable for any loss or damage arising after transit is deemed to have ended within the meaning of Condition 4(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 Company, its servants, agents or subcontractors.
- (4) Unless otherwise agreed in writing, the Company shall not in any circumstances be liable for loss of or damage to fittings or internal contents of the Consignment, tyres, tubes, under-gear or the chassis of the Consignment nor for exterior discolouration of the Consignment whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Company, its servants, agents or subcontractors.

11. Fraud

The Company shall in no circumstances be liable in respect of a Consignment in relation to which where there has been fraud on the part of the Customer, the Consignee, or owner of the Consignment, or their servants or agents unless the Company or any servant of the Company acting in the course of his employment has been complicit in that fraud.

12. Limitations of Liability

- 12.1. Except as provided otherwise in these Conditions the liability of the Company in respect of claims for physical loss, mis-delivery of or destruction of or physical damage to the Goods, shall in all circumstances be limited to whichever is the lesser of:
- 12.1.1 the actual value of the Goods lost or damaged at the place they should have been delivered or the amount by which the damaged Goods have been depreciated in value by reason of that damage, or
 - 12.1.2 the cost of replacing the Goods actually lost or mis-delivered and/or reconditioning or making good or repairing any damage to the Goods, or
 - 12.1.3 a sum calculated at the rate of £1,300 Sterling per tonne of 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 transit, and in all cases shall be taken to include any Customs and Excise duties or taxes payable in respect of those Goods when lost, misdelivered 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 Company'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 Company to less than the sum of £10;
 - (iii) the Company 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 Company written notice in writing, to be delivered at least seven days prior to commencement of transit requiring that the £1,300 per tonne limit referred to in 12.1.3 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 Company an increase in the carriage but if no such agreement can be reached the aforementioned £1,300 per tonne limit shall continue to apply.

- (2) The liability of the Company 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 lesser, unless:
- i. at the time of entering into the Contract with the Company the Customer declares to the Company a special interest in delivery in the event of physical loss mis-delivery or damage or of an agreed time limit being exceeded and agrees to pay a surcharge calculated on the amount of that interest, and
 - ii. at least 7 days prior to the commencement of transit the Customer has delivered to the Company written confirmation 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 Company.
- (3) The Company 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 Company:
- (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. Time Limits for Claim

- (1) The Company 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 within seven days after the termination of transit or the date on which the transit should have been terminated;
 - (b) any other loss unless advised thereof in writing within twenty-eight days, after the termination of transit or the date on which the transit should have been terminated.
- Provided that if the Customer proves that,
- (i) it was not reasonably possible for the Customer to advise the Company 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 Company or make a claim in writing, the Company shall not have the benefit of the exclusion of liability afforded by this Condition.

- (2) The Company shall in any event be discharged from all liability whatsoever and howsoever arising in respect of the Consignment unless legal proceedings are issues and notice in writing thereof given to the Company 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.

14. Unreasonable Detention

- (1) The Customer shall be liable to pay Demurrage without prejudice to any rights that the Company 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 Company.
- (2) The Company shall not be liable for demurrage charges however incurred on railway wagons, vehicles or vessels belonging to or under contract to the Customer or otherwise unless previously agreed in writing.

15. General Lien Clause

- (1) The Company shall have:
- (a) a particular lien on the Consignment, and for all charges due to the Company 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 Company exercises a lien, whether particular or general, but appropriate payment is not made within a reasonable time 14 days after notice that the payment is due has been given in accordance with Condition 4(4) above, the Company may sell the Consignment, or any part thereof, as agent for the owner and 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 Company 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 4(4) hereof and 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 Company liens as set out in Condition 15(1) above, and the Customer shall indemnify the Company for all claims and demands the Company may receive asserting that the Customer did not have that authority.

16. Company's Charges

- 16.1 The Company's charges shall be paid by the Customer net cash against invoice or by arrangement without prejudice to any rights the Company 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 Company's charges.
- 16.2 The Customer shall be liable for the Company's standard demurrage charges as quoted in respect of the Company's vehicles and equipment unless otherwise determined in advance of the commencement of the contract.
- 16.3 Where specific equipment or vehicles are required to perform a contract for a Customer this will be reserved for that contract. If the Customer cancels or postpones the contract without prior written agreement with the Company the Customer shall be liable for all costs incurred by the Company as a result of the cancellation or postponement.
- 16.4 The Company 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 Company is unable to provide a proof of delivery unless notification of non-delivery is received by the Company no more than 48 hours after the expected time of delivery of the Consignment and the Company is subsequently unable to evidence proof of delivery.
- 16.5 The Customer shall pay to the Company any storage charges incurred as a result of it exercising its lien in accordance with clause 15.
- 16.6 If the Contract is cancelled at any time the Customer shall pay the Company all costs and expenses which the Company has incurred prior to such cancellation.
- 16.7 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 Company become overdue for payment, all credit terms previously agreed shall be cancelled with immediate effect and all invoices or accounts issued by the Company 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.
- 16.4 Unless otherwise agreed in writing, the Customer shall pay to the Company the additional cost of removal and replacement of street furniture, road signs, overhead wires, route alterations or any other works and way-leaves necessary to permit the movement of the Consignment as charged by the relevant authority plus 5% for administration.

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, subcontractors 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.

19. Other Services

If the business undertaken comprises or includes any of the following then the Conditions indicated below shall apply in lieu of the above Conditions insofar as the business specified below is concerned:

Warehousing of goods - the Company's Conditions of Warehousing.
Vehicle repairs and servicing - the Company's Vehicle Repair Conditions.
Freight forwarding - the Company's Freight Forwarding Conditions.

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