

APPLICATION FOR CREDIT FACILITIES

(D07 Version 5.0)



LTS Global Solutions

Driven by Partnership Trust and Passion

Company Registered Name:				Company Registration No.			
Company Trading Name: <i>(If different)</i>				Date Incorporated: / /			
Trading Address:				Registered Address:			
Postcode:				Postcode:			
Telephone No(s):				Telephone No(s):			
Fax No:				Fax No:			
Statement Address:				Delivery/Collection Address:			
Postcode:				Postcode:			
Telephone No(s):				Telephone No(s):			
Fax No:				Fax No:			
Contact Name for Shipping:				Contact Name for Accounts:			
Contact Email:				Contact Email:			
Nature of Business:				Web Page: www.			
Bankers Name:				Credit is provided subject to current credit referencing facilities. Credit Limit Applied For: £ <i>(delete as appropriate)</i>			
Branch Address:							
Sort Code: - -							
Account No:							
Please Supply Two Trade References				2.			
1.							
Tel No:				Tel No:			
V.A.T Number				The last three digits of the VAT numbers should be zeros unless you have a TURN code			
Import Duty Deferment No.				Company Authorised For Use:			
Please sign the declaration on the final page							

Head Office

LTS Global Solutions,
Unit 2 Rowan Way,
Hams Hall Distribution Park,
Coleshill, Birmingham,
B46 1DS
T: 0121 753 0080

LOGISTICS TRANSPORT SHIPPING

info@ltsglobalsolutions.com
www.ltsglobalsolutions.com



The company trades in accordance with the latest RHA Conditions of Carriage and Storage and the current edition of the standard trading conditions of BIFA and the UKWA, copies of which are available on request. These terms and conditions shall have effect to the exclusion of all other terms including the customer's own. LTS Global Solutions Ltd Company Reg: 4441395 VAT No. 795 1774 80

LTS GLOBAL SOLUTIONS LTD STANDARD TERMS AND CONDITIONS OF DELIVERY

1. INTERPRETATION

- 1.1 In these Terms, the following words and expressions shall have the following meanings (unless the context requires otherwise)
- "Cancellation Charge"** means a charge made by the Distributor in respect of the costs incurred by the Distributor in relation to a collection or delivery cancelled by the Customer, which shall include the costs of the vehicle, driver and insurance;
- "Collection Date"** means the date on which the Distributor collects the Goods from the Collection Point as set out in the Order Acknowledgement;
- "Collection Point"** means the location from where the Goods are to be collected, as set out in the Order Acknowledgement;
- "Contract"** means any contract between the Customer and the Distributor for the Services incorporating these Terms;
- "Customer"** means the person, firm or company requiring Services to be provided by the Distributor;
- "Delivery Date"** means the date on which the Goods are to be delivered as set out in the Order Acknowledgement;
- "Delivery Point"** means the location to where the Goods are to be delivered, as set out in the Order Acknowledgement;
- "Distributor"** means LTS Global Solutions Ltd, incorporated in England and Wales with company number 04441395 whose registered office is at 46 Tilton Road, Bordesley Green, Birmingham, B9 4PP
- "Goods"** means the Goods to be collected and delivered, details of which (including the nature of the goods and their weight) are set out in the Order;
- "Order"** means the Customer's verbal or written order for the Services;
- "Order Acknowledgement"** means the Distributor's written or oral acknowledgment and an acceptance of the Customer's order for the Services;
- "Charges"** means the charges for the Services to be performed in accordance with the Contract;
- "Recipient"** means the person, firm or company to whom the Goods are to be delivered (which may or may not be the Customer);
- "Sender"** means the person, firm or company from whom the Goods are to be collected (which may or may not be the Customer); and
- "Services"** means the collection, carriage and delivery of the Goods.

1.2 In these Terms, unless otherwise specified:

- 1.2.1 references to the Distributor and the Customer include their permitted successors and assigns;
- 1.2.2 references to clauses, sub-clauses and schedules are to clauses and sub-clauses of and schedules to these Terms;
- 1.2.3 references to these Terms shall include the Terms as they are amended from time to time in accordance with these Terms;
- 1.2.4 headings to clauses are for convenience only and do not affect the interpretation of Terms;
- 1.2.5 any reference in these Terms to any statute or statutory provision shall be construed as referring to that statute or statutory provision as it may from time to time be amended, modified, extended, re-enacted or replaced and including all subordinate legislation from time to time made under it;
- 1.2.6 words indicating the singular include the plural, words importing any particular gender shall include all other genders and references to persons shall include companies and other unincorporated associations or bodies and (in each case) vice versa; and
- 1.2.7 any reference to "including" shall mean "including without limitation".

- 1.3 In the event of any conflict between the terms and conditions of these Terms and the provisions of any Order Acknowledgement, the terms and conditions of the Order Acknowledgement shall prevail.

2 APPLICATION OF TERMS

- 2.1 Subject to any variation under clause 2.3 and the terms of the Order Acknowledgement the Contract shall be on these Terms to the exclusion of any other terms and conditions (including any terms and conditions which the Customer purports to apply under any delivery order, confirmation or delivery order, specification or other documents).
- 2.2 Any Order from the Customer shall be deemed to be an offer for the Services subject to these Terms.
- 2.3 No terms or conditions endorsed upon, delivered with or contained in any delivery order, confirmation of delivery order or other document shall form part of the Contract simply as a result of such document being referred to in the Contract. The Terms shall not be varied unless any agreement to vary is recorded in writing and signed by an authorised representative of the Customer and Distributor.
- 2.4 No Order placed by the Customer will be deemed to be accepted by the Distributor until the Distributor has given to the Customer an Order Acknowledgement or (if earlier) the Distributor provides the Services.
- 2.5 Any quotation is given on the basis that no Contract shall come into existence until the Order is accepted in accordance with clause 2.4. Any quotation is valid for a period of 30 days unless the Distributor has withdrawn it.
- 2.6 In consideration of payment of the Charges by the Customer, the Distributor agrees to provide the Services on the terms and conditions of the Contract.

3 COLLECTION

- 3.1 The Distributor shall use its reasonable endeavours to collect the Goods from the Collection Point on the Collection Date.
- 3.2 If the collection of the Goods by the Distributor is delayed by reason of any act or omission of the Customer's employees or authorised agents, or the Sender's employees or authorised agents the Distributor shall be entitled to a reasonable extension of time.
- 3.3 For any reason the Sender fails to have the Goods available for collection on the Collection Date, or the Distributor is unable to collect the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations or if the Customer cancels the collection and the Distributor is unable to redeploy its resources:
- 3.3.1 the Distributor shall be deemed to have complied with its obligations to collect the Goods and shall not be liable for any direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the collection or delivery of the Goods; and
- 3.3.2 the Customer shall pay the Cancellation Charge; and
- 3.3.3 The Customer may arrange a revised collection date and pay any applicable Charges.

4 DELIVERY

- 4.1 The Distributor shall use reasonable endeavours to deliver the Goods to the Delivery Point on the Delivery Date.
- 4.2 If the delivery of the Goods by Distributor is delayed by reason of any act or omission of the Customer's employees or authorised agents or the Recipient's employees or authorised agents, the Distributor shall be entitled to a reasonable extension of time.
- 4.3 If for any reason the Recipient fails to accept delivery of any of the Goods when they are delivered, or the Distributor is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations or if the Customer cancels the delivery and the Distributor is unable to redeploy its resources:
- 4.3.1 the Distributor shall be deemed to have complied with its obligation to deliver the Goods on the Delivery Date and shall not be liable for any direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods; and
- 4.3.2 the Customer shall pay the Cancellation Charge; and
- 4.3.3 the Distributor shall seek instructions from the Customer and shall at the option and expense (including storage charges) of the Customer either redeliver the Goods to the Customer at the Collection Point or deliver the Goods to such other address, warehouse or storage facility as the Customer shall specify, or store the Goods until delivery to the Delivery Point, and the Customer shall pay any applicable Charges.
- 4.4 If required the Customer shall provide or procure that the Recipient provides at the specified delivery point and at its expense, adequate and appropriate equipment and manual labour for unloading the Goods.
- 4.5 The Distributor may deliver the Goods in separate consignments. Each separate consignment shall be invoiced and paid for in accordance with the provisions of the Contract.

5 ADDITIONAL PROVISIONS

- 5.1 The Distributor may carry the Goods by any route and may at the Distributor's discretion employ a mode of transport other than a motor vehicle for the whole or any part of the carriage.
- 5.2 The Distributor may arrange for any part of the Services to be carried out by a subcontractor.
- 5.3 The Customer shall ensure that the Goods are securely and appropriately packed and labelled and marked, and that the Customer or the Sender (as applicable) provides a schedule listing the nature and weight of the Goods.
- 5.4 The Customer shall bring to the attention of the Distributor (or shall procure that the Sender brings to the attention of the Distributor) at the time of collection any characteristics of the Goods (for example fragile or perishable items) or other matters (for example where the Goods are to be delivered to two or more Recipients, which Goods are intended for which Recipients) of which the Distributor must be aware when planning and effecting the loading of the Goods.
- 5.5 The Customer shall ensure that the Goods are on pallets prior to collection by the Distributor. If the Goods are not on pallets, the Customer shall notify the Distributor in advance of the Collection Date and Distributor may make additional charges in respect of any additional labour and time required in order to load and/or unload the Goods. The Customer may request that the Distributor provides pallets at charges to be agreed between the parties prior to the provision of such pallets.
- 5.6 The Distributor may refuse to carry any Goods which, in the reasonable opinion of the driver are unsafe or unsuitably packaged or would otherwise contravene safety standards. The Distributor and shall not be liable to the Customer for any direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly including any third party delivery costs in the event that it refuses to carry any Goods under this clause 5.6.
- 5.7 In the event that collection or delivery is delayed due to events outside the Distributor's control, including traffic jams, breakdown or road closures the Distributor shall, the Distributor shall use its reasonable endeavours to notify the Customer as soon as reasonably possible of a revised arrival time at the Collection Point or Delivery Point (as applicable) and, where appropriate, the Customer shall advise the Sender or Recipient of the delay. The Distributor shall not be liable to the Customer for any direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any such delay.
- 5.8 The Customer shall procure that the Sender or Recipient (to the extent applicable) complies with the provisions of these Terms as though it were the Customer.

6 RISK AND INSURANCE

- 6.1 The Goods are at the risk of the Distributor from the time of collection until the time of delivery.
- 6.2 The Distributor shall maintain insurance in accordance with reasonable industry practice in relation to the Goods and shall maintain such insurance in full force and effect throughout the period when the Goods are (or would but for the occurrence of one or more of the insured risks be) in the care, custody or control of the Distributor. The Distributor shall provide a copy of the insurance policy to the Customer on request. It is the Customer's responsibility to ensure that the insurance policy is suitable for its requirements, and to obtain additional insurance in the event that it is needed. The Customer acknowledges that the Charges are based on the Distributor's standard insurance, and that any additional insurance must therefore be obtained by the Customer, or by the Distributor at an additional charge to the Customer.

7 CHARGES & PAYMENT

- 7.1 The Charges for the Services shall be the Charges agreed in the Contract and confirmed in the Order Acknowledgement together with any Cancellation Charges or other charges set out in these Terms.
- 7.2 All payments to be made pursuant to the Contract shall be exclusive of VAT (if applicable) at the rate required by law. Any VAT chargeable in respect of the matters giving rise to such payments shall be added to the amount of, and paid in addition to, them.
- 7.4 Subject to clause 7.5, payment of the Charges is due within 30 days of the last day of the month in which the Distributor invoices the Customer.
- 7.5 If the Distributor has notified the Customer that the Contract must be paid for in advance then payment of the Charges must be made before collection and delivery of the Goods.
- 7.6 No payment shall be deemed to have been received until the Distributor has received cleared funds.
- 7.7 All payments payable to the Distributor under the Contract shall become due immediately on its termination despite any other provision.
- 7.8 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Distributor to the Customer.
- 7.9 If the Customer does not pay the Distributor in accordance with this clause 7 any sum due under the Contract:
- 7.9.1 the Customer shall be liable to pay interest to the Distributor on such sum under the Late Payment of Commercial Debts (Interest) Act 1998; and
- 7.9.2 The Distributor reserves the right to suspend the performance of its obligations under the Contract or any other Contract between the parties until the payment is made in full.

8 LIMITATION OF LIABILITY

- 8.1 This clause 8 sets out the entire liability of the Distributor to the Customer (including any liability for the acts and omissions of employees) in respect of:
- 8.1.1 The Services;
- 8.1.2 Any breach of the Distributor's contractual obligations arising under the Contract; and
- 8.1.3 any representation, statement (other than fraudulent misrepresentation) or tortious act or omission including any negligence arising under or in connection with the Contract or breach of statutory duty (an "Event of Default").
- 8.2 Subject to clause 8.3, the Distributor shall not be liable to the Customer for any loss or damage where the liability arises:
- 8.2.1 from the manner in which the goods have been packaged by the Customer;
- 8.2.2 from any special requirements related to the Goods which have not been notified to the Distributor in accordance with clause 5.4; or
- 8.2.3 from a risk which is not insured under the Distributor's standard insurance policy which will be provided to the Customer upon request in accordance with clause 6.2.
- 8.3 Notwithstanding any other provision of these Terms, the Distributor does not seek to limit or exclude its liability to the Customer:
- 8.3.1 for death or personal injury resulting from its own or its employees' negligent act or omission or wilful misconduct;
- 8.3.2 for fraudulent misrepresentation;
- 8.3.3 For any matter which it would be illegal for the Distributor to exclude or attempt to exclude its liability.
- 8.4 Subject to clauses 8.2, and 8.3 the Distributor's maximum total liability to the Customer in respect of all claims, losses, damages, costs, charges, expenses, liabilities, demands, proceedings and actions (whether arising in contract, tort, negligence, breach of statutory duty or otherwise) in respect of all Events of Default shall not exceed the amount which the Distributor is entitled to recover under the insurance policy referred to in clause 6.2. Details of the relevant limits are available from the Distributor upon request.
- 8.5 The Distributor shall under no circumstances be liable to the Customer for pure economic loss, loss of profits, loss of contracts, loss of opportunity, loss of business, loss or depletion of goodwill, increased overheads or administration expenses, management time loss of savings, loss of data, or any type of special, indirect or consequential loss of any nature whatsoever (including without limitation loss or damage suffered by the Customer as a result of an action brought by any third party) even if such loss was reasonably foreseeable or the Distributor had been advised of the possibility of the Customer incurring that same loss.
- 8.6 All terms, conditions, warranties and other matters which may be implied by statute or common law (except for the conditions implied by section 12 of the Sale of Goods Act 1979) including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose and the use of reasonable skill and care are excluded to the fullest extent permitted by law. Accordingly, except as expressly set out in these Terms, the Distributor shall have no liability of any nature whatsoever to the Customer.
- 8.7 The Customer acknowledges that the exclusions and limitations of liability reflect the level of the Charges and that the Distributor will provide the Services for a higher fee on terms which contain fewer limitations of the Distributor's liability to the Customer. The exclusions and limitations on liability in these Terms are based on the Distributor's standard insurance, and if they are not suitable to the Customer's requirements the Customer is responsible for ensuring that it obtains additional insurance.
- 8.8 Neither party shall be entitled to recover damages in respect of any claim under these Terms, any Contract or any other agreement between the parties or otherwise obtain reimbursement or restitution more than once in respect of the same subject matter.

9 DURATION AND TERMINATION

- 9.1 The Contract shall come into effect on the date of the Order Acknowledgement and, unless terminated earlier in accordance with these Terms, shall continue in force until the Goods have been delivered.
- 9.2 Either party may terminate the Contract by written notice to the other effective immediately in the following circumstances:
- 9.2.1 any breach by the other party of the Contract, provided that (where the breach is capable of remedy) the other party has failed to remedy the breach within 30 days of being given notice to do so by the party wishing to terminate;
- 9.2.2 the other party makes any voluntary arrangement or composition with its creditors;
- 9.2.3 the other party (being an individual or firm) becomes bankrupt;
- 9.2.4 an order is made for the appointment of an administrator to manage the affairs, business and property of the other party or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986);
- 9.2.5 a resolution is passed or a petition is presented or an order is made for the winding up of the other party (otherwise than for the purpose of amalgamation or reconstruction) or circumstances arise which entitle a court of competent jurisdiction to make a winding up order of the other party;
- 9.2.6 an encumbrancer takes possession of a receiver or administrative receiver is appointed over any of the property, assets or undertaking of the other party or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party or if any other person takes possession of or sells the other party's assets;
- 9.2.7 the other party ceases or threatens to cease to carry on business; or
- 9.2.8 The other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 9.3 If the Customer cancels any Contract other than as set out in clause 9.2, Cancellation Charges may apply in accordance with clauses 3.3 and 4.3.

10 TERMINATION CONSEQUENCES

- 10.1 On the termination of the Contract and subject to payment of any outstanding Charges by the Customer, the Distributor shall deliver to the Recipient any undelivered Goods (or at the Customer's option return them to the Customer).
- 10.2 On termination of the Contract the Customer shall make payment of any sums outstanding due to the Distributor.
- 10.3 On termination (including expiry) of the Contract all rights and obligations of the Parties under the Contract shall automatically terminate except for such rights of action as shall have accrued prior to termination and any obligations which expressly or by implication are intended to come into or continue in force on or after termination.

11 FORCE MAJEURE

- 11.1 Neither party shall be liable for any delay in performing or failure to perform any of its obligations under these Terms (other than an obligation to make payment) if such delay or failure results from events or circumstances outside its reasonable control. Such event or circumstance will only be considered to be an event of force majeure under this clause 11 if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the party who delays or fails to perform, its servants, agents or employees. Such delay or failure shall not constitute a breach of these Terms and the time for performance shall be extended by a period equivalent to that during which performance is so prevented.

12 MISCELLANEOUS

- 12.1 No waiver of either party's obligations under the Contract shall be deemed effective unless made in writing nor shall any waiver in respect of any breach be deemed to constitute a waiver of or a consent to any subsequent breach of the party's obligations.
- 12.2 Each provision of the Contract shall be construed separately. If the whole or any part of any such provision may prove to be illegal or unenforceable, the parties shall try to agree substitute provision for that which is invalid or unenforceable.
- 12.3 The parties are not partners or joint venturers nor is either party entitled to act as the other's agent nor shall the Distributor be liable in respect of any representation act or omission of the Customer of whatever nature.
- 12.4 Both parties shall perform all acts and execute all documents which are necessary to give full force and effect to any provision of the Contract.
- 12.5 The Contract constitutes the entire understanding between the parties concerning the subject matter of the Contract. The parties confirm that they have not entered into the Contract on the basis of any representations that are not expressly incorporated into the Contract. Nothing in the Contract purports to limit the liability of either party for fraudulent misrepresentation.
- 12.6 No waiver or amendment of any provision of the Contract shall be effective unless made in writing signed by both parties.
- 12.7 Unless expressly stated to the contrary, no provision of the Contract is intended to or creates any right or benefit enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 12.8 The Contract shall be governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.



Road Haulage Association Limited

CONDITIONS OF STORAGE

Effective 1 April 2021

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

LTS Global Solutions Limited
Unit 2 Rowan Way
Hams Hall Distribution Park
Coleshill B46 1DS

0 0 2 3 7 9 3 - 0 0 0 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 permitted to alter or vary these Conditions in any way unless expressly authorised in writing to do so by a Director, Principal, Partner or other authorised person. 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 Goods, and any liabilities they may be under in respect of it, when the Goods are in storage.

(1) Definitions

In these Conditions:

"Customer" means the person or company who contracts for the services of the Contractor including any other contractor who gives Goods to the Contractor for Storage.

"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:

- 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;
- 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
- 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

- 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, and that he is similarly authorised by all those having a proprietary or possessory interest in the Goods, to accept these Conditions on their behalf.
- The Customer also warrants that the Goods are as described to the Contractor with regard to their nature, weight, quantity, condition and dimensions.
- 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.

- 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.
- 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

- 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 there under or rules or recommendations made by any relevant authority, concerning the Storage or handling of the Dangerous Goods.
- 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.
- If the Customer does not disclose in writing and in advance that the Goods accepted for Storage include Dangerous Goods, the Contractor shall be entitled to rescind the Contract.

4. Procedure on 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.
- Unless otherwise agreed in writing the Customer will be responsible for any loading of goods onto a vehicle, and will also be responsible for any unloading of the goods off a vehicle during the Storage period. The Contractor will not be responsible for any loss or damage to the Goods arising from loading the Goods onto or unloading them off a vehicle, or from the overloading of a vehicle or from the unsafe loading of a vehicle. The Contractor 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 its agents. The Customer shall indemnify the Contractor from and against all and any loss, damage, death or injury that may arise whilst the loading or unloading operations is taking place whether or not such loss, damage, death or injury is attributable to the negligence of the Contractor, its agents or servants.

5. Receipt of Goods

- 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.
- 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. Obligations of the Customer

The Customer warrants that:

- The Goods do 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, store or carry; at any time whilst in the care or control of the Contractor constitute waste (unless the Contractor has been previously advised otherwise); and that the Goods are of a nature that can be legally stored in the United Kingdom;
- It will comply, and will procure that all of its agents, employees and subcontractors also comply, with any reasonable regulations of the Contractor relating to handling, health and safety, and security, of which they are notified or have been notified; and
- It will provide the Contractor with such information and materials as the Contractor 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 Contractor'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 Contractor 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 Contractor's performance of any of its obligations;
 - (b) the Contractor shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Contractor's failure to perform or delay in performing any of its obligations as set out in this Condition 6(4); and
 - (c) the Customer shall on written demand reimburse the Contractor for any costs or losses sustained or incurred by the Contractor arising directly or indirectly from the Customer Default.

7. 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 to the Customer of its intention to sell the Goods or part thereof.

8. 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.

9. 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) The Contractor's charges shall be payable by the Customer, without prejudice to any rights the Contractor may have against any other person, to secure or obtain payment.
- (3) 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.
- (4) 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.
- (5) The Customer shall pay to the Contractor any additional storage charges incurred as a result of it exercising its lien in accordance with clause 15 below.

10. 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 wrong doing 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 not covered by sub-clause (a) above comprised occasioned during Storage 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 Contractor, 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 Goods 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 Goods;
 - (iv) any special handling requirements in respect of the Goods which have not been notified to the Contractor;
 - (v) insufficient or improper packaging, labelling or addressing, unless the Contractor has contracted to provide this service;
 - (vi) fire, flood, storm, earthquake, pandemic, or epidemic;
 - (vii) leakage or deficiency of Goods of a perishable or leaky nature, moth, vermin, insects, atmospheric or climatic causes;
 - (viii) 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.

11. 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 Contractor or any servant of the Contractor 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 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, at the place they should have been stored; or the amount by which damaged Goods have been depreciated in value by reason of that damage; 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 paid or 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 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 12(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 type of loss, liability or damage whatsoever 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 less, 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 confirmation in writing of the declared value of any special interest, and of its agreement to pay the specified surcharge which it has agreed with the Contractor.
- (3) The Contractor 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 Contractor:
- (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 Contractor

The Customer shall indemnify the Contractor against:

- (1) all losses, liabilities and costs incurred by the Contractor (including but not limited to those incurred in connection with loss of or damage to the place of storage and to other goods Stored) 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 Goods or by any servant or agent of either of them, or by reason of insufficient or improper packing, labelling or addressing of Goods or fraud on the part of the Customer, or the owner of the Goods, 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 HM Revenue and Customs in respect of dutiable goods or arising out of the Storage of Dangerous Goods in respect of any loss of or damage to, or in connection with, the Storage in an amount exceeding the liability of the Contractor 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 Contractor, its servants, agents or sub-contractors.

14. Time Limits for Claims

- (1) The Contractor shall not be liable for:
 - (a) physical loss of, mis-delivery or non-delivery of or physical damage to Goods being Stored, or failure to release any Goods unless advised thereof 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; or
 - (b) any other type of loss unless advised thereof in writing within twenty-eight days after the termination of Storage or the date on which the Storage should have terminated,
- provided that if the Customer proves that:
- (i) it was not reasonably possible for the Customer to advise the Contractor 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 Contractor or make a claim in writing, 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 legal proceedings are issued 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.

15. Lien

- (1) The Contractor shall have:
 - (a) a particular lien on the Goods for all charges due to the Contractor for the Storage of the Goods, and
 - (b) a general lien on the Goods for any sums overdue and unpaid by the Customer, by the owner of the Goods or by any other person or agent having any proprietary or possessory interest in the Goods, on any invoice, account or contract whatsoever.

If the Contractor exercises a lien, but appropriate payment is not made within 14 days after notice that the payment is due has been given to the Customer, the Contractor may sell the Goods, 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 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 in its sole discretion, whether or not the contractual storage 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 Contractor liens as set out in Condition 15(1) above, and the Customer shall indemnify the Contractor for all claims and demands the Contractor may receive asserting that the Customer did not have that authority.

16. 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, epidemic or pandemic, labour disturbance or cause beyond the reasonable control of the Contractor.

17. 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.

18. 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.

19. 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.

CREDIT TERMS:- Payment is 30 days Net Monthly

Declaration

I / We have read and understood the above terms and conditions and the latest standard terms of trading (RHA conditions of carriage and storage and the current standard trading conditions of BIFA and the UKWA)

I / We hereby agree and accept the aforementioned terms and conditions.

Failure to abide by these terms will result in any credit facilities being removed and your entire account being due for immediate payment.

Authorised Signature:

Name: (please print)

Position in Company:

Date:

Please return the completed form to:

LTS Global Solutions,
Unit 2 Roman Way,
Hams Hall Distribution Park,
Coleshill.
B46 1DS
FAO; Accounts Department

or

email back to: accounts@ltsglobalsolutions.com