

Insurance & Claims

The Sub-Contractor declares exclusively that the goods are covered by insurance within the scope of liability, under CMR Terms and Conditions for international carriage / FTA / RHA Conditions of Carriage for domestic transports (latest versions).

The Sub-Contractor declares the insurance coverage within the scope of relevant liability according to Article 29 CMR is 8.33 SDR per kg for international carriage.

CMR is satisfactory cover for all for all consignments, however when loads are compromised by unauthorised persons, it may be necessary to destroy the whole load.

To avoid any clandestine activity, you must ensure that all trailers are locked and regularly checked for intrusion. If there are any clandestine found to have been on a trailer/reported to us/our customer by the customs/environmental health and regardless of damage/contamination we will hold you fully liable for any consequential loss because of a customer refusing to accept delivery of the goods or the inability to re-sell them to their customers as this will breach their customers quality procedures.

Failure to comply with any of the above may result in a claim against you and the losses recovered via insurers'.

Distressed load & General Food Law Regulation

Manufacturing, handling and selling of food is regulated by the General Food Law Regulation (Regulation (EC) 178/2002), which amended the

1990 Food Safety Act (2004) and the Food Hygiene Regulation (2006) Under these regulations businesses involved in all activities throughout the food

Distribution chain, from primary production through to distribution to retail and catering are responsible for:

- ensuring that all food meets consumers' expectations in terms of nature, substance and quality
- preventing food causing injury to health
- selling food which is of the nature or substance or quality requested
- complying with general hygiene requirements

Where the above requirements are not met, food businesses must be able to prove that they (or persons under their control) took all reasonable precautions and exercised all due diligence to comply with the regulations.

When an inbound delivery load has been compromised by the presence of an unauthorised person or evidence of the presence of an unauthorised person inside a trailer, such a delivery will be known as a Distressed Load.

In such a case, products will have been contaminated by the presence of the unauthorised person, and the product therefore no longer complies with food

hygiene requirements. Furthermore, the product could have been subjected to malicious tampering, thereby creating a food safety risk. In the circumstances, the products will not comply with the regulations.

If the Sub Contractor fails to send assessors to the load in such circumstances, then DITL will send their principles to mitigate the loss.

In the case of fresh foods/produce, the goods may enter into the haulier's entitlement but all branded packaging must be returned to DITL as it will not be allowed to be sold on open market. For chilled/ambient goods, the full load must be destroyed through incineration with the packaging being destroyed and a destruction certificate produced.

Vehicles Requirement & Loading Procedures

All vehicles must be roadworthy, meet all relevant regulations and be regularly cleaned. Any trailer arriving at loading site with foreign body contamination will not be acceptable.

The Sub-Contractor declares that the temperature recorder meets the requirements stipulated in Regulation (EC) 37/2005, and its amendments. Both parties agree that temperature recordings of those transports are stored and verified by the Sub-Contractor for a minimum period of Twelve (12) months, counted from the day of collection.

26 CHEP UK / 33 Euro pallet capacity temperature-controlled trailers are only acceptable for our distribution with minimum internal height of 2.6m.

Dual/Split Temperature/Hanging Meat trailers are to be used by prior agreement or DITL request only.

Trailers to be clean and odour free on arrival at the points of loading.

Fridge units to be in working order.

All trailers to be fitted with a minimum of 2 horizontal or vertical restraint bars / straps when required.

Trailer floors to be even and strong enough to withstand loading and unloading by forklift truck.

Internal trailer walls to be free from loose fittings, and ceilings to be free from hanging ropes and cords.

All vehicles or drivers to be equipped with a minimum of a mobile phone or other mobile communication system preferably GPS.

Supplier must not overload and must be responsible for loading legal weight. The haulier is responsible for knowing the max weight, especially for co-loading with multiple products.

You as the sub contractor have sole responsibility to ensure your vehicle is loaded correctly and is not overweight gross or any axle. DITL will not hold any responsibility once your vehicle has departed from load point.

Ensure at least first eight pallets are covered in card to prevent chill damage at front of trailer. this is extremely important.

Do not load any pallets which exceed the height of the red air flow safety line in trailer. If such scenario occurs, we must be instructed immediately. CMR must be claused without fail.

Every trailer which carries out loading for DITL must be clean / dry / odourless and completely empty prior to loading for DITL if any trailer is rejected by our client because of failure to comply with any of the above, your company will be fully liable and delays to loading / costs incurred to rectify the problem or financial penalties will be solely your responsibility to uphold.

Never load single/odd pallets (2-1-2) on the trailer. the pallets will topple over in transit and you will be fully liable for any financial loss / damage / labour charges to rectify in this event.

If you are contracted by DITL to load temperature-controlled goods, you must respect advised temperature setting on the transport order.

All foodstuffs/goods must be probed at load point. If any goods exceed the required temperature setting above or below 1 degrees of the temperature stipulated in the DITL order, your driver must cease loading and contact must be made immediately by yourselves to DITL. any temperature issues must be endorsed on load documentation (CMR or pod) before leaving load / delivery point to avoid any insurance claims.

Your invoice must have attached correct POD / CMR / thermograph printout and if applicable, CHEP pallet voucher. failure to comply will delay payment from davies to your company until we have received all relevant documentation for the load.

All trailers must have valid ATP certification.

Driver Requirement

It is essential that drivers always are professional and communicate anything unusual immediately.

Drivers must be polite and courteous always.

Drivers must fully comply with site health and safety rules, and any signs or directions.

High visibility jackets or waistcoats, and protective, steel toe capped footwear must be worn always.

It's the haulier's responsibility to provide drivers with appropriate PPE where required.

Anyone accompanying the driver should remain in the cab.

No children or animals are allowed on site.

Drivers must be qualified and sufficiently competent to safely drive around the site and reverse onto a loading bay. If any driver, in our opinion, lacks these basic skills, he or she will be banned from site, until evidence of further training is provided.

All drivers must work to the European Working Time Directive AND Drivers Hours Rules, as well as all other relevant legislation.

Minimum wages rules for respective countries must be adhered to by all Sub Contractors.

When required Drivers will need to assist loading / unloading of trailers (this will be confirmed on each order if this is required).

Load Security

Drivers must not take breaks within 300kms of Calais to minimize the risk of illegal entry into the trailer.

All padlocks trailers must have 2 locks – one being a ‘Bulldog’ lock (or similar) and a standard padlock.

All trailers must be sealed, and the correct number endorsed on CMR / Delivery Note. in the event a seal is broken (for example customs) a new seal must be issued, and CMR /delivery note amended – we must also be told about this and issued with a new seal number.

Home Office Border & Immigration procedures and check-list MUST be completed for every International Journey.

The Sub-Contractor must adhere to the special conditions of the CMR-Insurance regarding anti-theft security. During rest periods the vehicle must be parked in safe parking areas. Further, the special recommendation of the CMR-Insurance concerning guarded parking areas must be observed by the Sub-Contractor.

Paperwork & Documentation

PODs, PCVs, Vehicle Security Check-Lists, and other related transport documents must be returned to DITL within 14 working days of delivery.

The Sub-Contractor must NOT further sub-contract any service to be performed on behalf of the Company either in whole or in part without the prior written consent of DITL.

All late deliveries during the period the cargo is under the responsibility of Sub-Contractor shall be debited against the invoices based on the single base rate agreed for the trip

The Sub-Contractor declares when entering premises that all personnel and visitors observe and comply with site regulations, specifically those which relate to Health and Safety.

Liability

The Sub-Contractor is liable for any damage to the premises of the Collection Point, Delivery Point or DITL depot location.

The Sub-Contractor is responsible for whatever their driver signs for at the loading place. A signature "unchecked" / "seal intact on arrival" etc. does not indemnify the Sub-Contractor from any losses and/or claims at the delivery location.

The Sub-Contractor undertakes to ensure that commodities transported on behalf of DITL are protected against spoilage from fuel, oil, dust, dirt and/or other debris.

The driver must notify the Company's office for any discrepancies (e.g. delays, rejections, shortages etc) before continuing the journey and request further instructions.

The Sub-Contractor must not disconnect the vehicle combination (e.g. tractor/trailer) from the point of loading to the point of offloading.

As soon as the Sub-Contractor can foresee that they will be unable to meet the agreed deadlines, for either loading or offloading, the Sub-Contractor will notify DITL immediately, stating reasons and the anticipated delay.

Waiting charges/demurrage will be agreed on a load by load basis – DITL will not accept charges for this unless agreed beforehand.

Any dispute or claim arising out of or in connection with this load confirmation (including non-contractual disputes or claims) shall be governed by and construed in accordance with UK Law. The parties irrevocably agree that the court within the UK shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this load confirmation or its subject matter or formation (including non-contractual disputes or claims).

Invoicing and Payment

Payment will be made according to the agreement between the Sub-Contractor and DITL. The return of late PODs might result in late payment!

OUR PAYMENT TERMS ARE 45 DAYS END OF MONTH UNLESS AGREED DIFFERENT.

DITL is authorised by the Sub-Contractor to contra any outstanding amounts arising from this contract against the Sub-Contractor's account at any time.

In the event of a claim for lost or damaged goods, DITL reserves the right to charge you for the services/costs relating to the claim.

Failure to provide the POD, PCVs, Vehicle Security Check-Lists, and other related transport documents may result that the haulier becoming liable for the whole consignment. If PODs, PCVs, Vehicle Security Check-Lists, and other related transport documents, have not been returned within 14 working days, DITL reserves the right to charge the Sub-Contractor for late receipt.

CMR'S will NOT be accepted for domestic UK loads – only the POD's issued by the load & delivery point.

Unless agreed otherwise, the Sub-Contractor shall respect the following procedure to obtain payment. An email with the invoice including all related documents should be sent as soon as possible to accounts@daviesinternational.co.uk

Please note:

- Each document sheet should be scanned as a separate file and must be legible
- Each transport document should have the corresponding DITL number written on it in the upper right corner
- Equally important is that the quality of the scans is very good: if not clearly readable, it won't pass the procedure

Amendments

DITL may alter and/or amend these Conditions at any time. Any alterations and/or amendments shall be in writing; verbal alterations and/or amendments are void.