

KINGS HEAVY HAULAGE (BRISTOL) LIMITED

GENERAL CONDITIONS

1. In these conditions the terms 'Trader', 'Consignment', 'Contract', 'Sub-contracting parties' and 'Carrier' shall have the meaning assigned to them as set out in condition 1 of the Road Haulage Association Limited conditions of Carriage.
2. All quotations are made exclusive of VAT unless otherwise stated and VAT shall be charged in addition to the price quoted at the rate for the time being in force at the time that transit commences.
3. All quotations are made exclusive of any charge which may be incurred by the Carrier in securing the removal and/or reinstatement of overhead cables or lines or of traffic signs or bollards or other authorised obstructions, the removal of which is made necessary by the passage of the loaded vehicle or the provision of Police escorts and the Trader shall on demand in writing pay to the Carrier the amount of any charge so incurred. This condition shall apply whether or not the consignment is an abnormal indivisible load.
4. All quotations are made on condition that the Trader or the Traders customer will load and off-load the consignment without delay and in the event of the Trader or Traders customer exceeding a specified or reasonable period of time for loading and off-loading then the Carrier reserves the right to charge the Trader in respect of such excess time at the Carriers hourly rate for the time being in force.
5. In the event of the Carrier's vehicles being delayed or diverted for any reason whatsoever beyond the control of the Carrier, whether the delay or diversion arises out of the default of the Trader or not, the Carrier reserves the right to charge the Trader in respect of such delays or diversions at the applicable rate of the Carrier for the time being in force.
6. In addition to the limitations on the Carrier's liability for loss and damage set out in the Road Haulage Associations Limited's Conditions of Carriage, the Carrier does not accept any responsibility for demurrage charges or other damage arising from late delivery of the consignment however incurred or any detention charges levied by any party other than the Carrier however arising.
7. The Carrier will not grant credit facilities to any business that is not able to meet its financial commitments at all times or is engaged or becomes engaged in a dispute which would or might adversely affect its position to do so, without prior agreement in writing.
8. Full payment of charges is due on completion of the supply except to account holders who have submitted a credit application form and have been notified in writing that credit facilities are available. Payments must be made by the end of the month following the date of supply. Overdue payments will incur an interest charge of 0.082% per day from the date of supply in addition to all our reasonable costs to effect recovery of the money overdue. Invoice queries must be made in writing within 14 days of the invoice date.
9. In addition to the Traders indemnity contained in the Road Haulage Association Ltd Special Conditions of Carriage of Abnormal Indivisible Loads the Trader shall in addition indemnify the Carrier in respect of all damage occasioned to the Carriers vehicle including its tyres whilst passing loaded or unloaded into areas where loading or unloading has to take place.
10. No servant or agent of the Carrier has authority to:-
 - (a) alter, vary or qualify these conditions
 - (b) to accept purchase or other orders embodying any condition or clause aimed at transferring any common law or other liability of the Trader upon the Carrier.
 - (c) append signature to any form of indemnity, the terms of which are aimed at transferring any common law or other liability of the Trader upon the Carriers.
11. The construction and validity and performance of any order shall be governed by the law of England.