Road Haulage Association Limited

CONDITIONS OF STORAGE - Effective 1 November 1998

PLEASE NOTE THAT THE CUSTOMER WILL NOT IN ALL CIRCUMSTANCES BE ENTITLED TO COMPENSATION, OR TO FULL COMPENSATION, FOR ANY LOSS AND IS THEREFORE RECOMMENDED TO SEEK PROFESSIONAL ADVICE AS TO APPROPRIATE INSURANCE COVER TO BE MAINTAINED WHILE GOODS ARE IN STORAGE.

Company stamp or details

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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 legislation is compulsorily applicable to the Contract and any part of these Conditions is incompatible with such legislation, such part shall, as regards the Contract, be overridden to that extent and no further.

1. Definitions

In these Conditions:

"Customer" means the person or company who contracts for the services of the Contractor.

"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:

(i) Goods named individually in the Approved Carriage List issued from time to time by the Health and Safety Commission, explosives, radio-active material, any dangerous weapon, drug, poison, damaging article or substance or any article or substance likely to encourage vermin or other pests or likely to cause infection; or

(ii) any Goods which, although, not included in (i) above, in the sole opinion of the Contractor, present a similar hazard.

2. Parties and Sub-Contracting

(1) 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.

(2) The Customer also warrants that the Goods are as described to the Contractor with regard to their nature, weight, quantity, condition and dimensions.

(3) 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, packaging and labelling of such articles or substances.

(4) 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.

(5) 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 accompanied by a full written declaration of their nature and contents and be properly and safely packed and labelled 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 are being Stored by the Contractor, keep the Contractor informed of any statutory modification or re-enactment thereof or any rules or regulations made thereunder or rules or recommendations made by any relevant authority, concerning the Storage or handling of Dangerous Goods. The Customer shall, whilst the Dangerous Goods are being Stored by the Contractor, keep the Contractor informed as to its recommendations on the handling and Storage of such Goods including all health and safety recommendations and prior to arranging despatch of the Dangerous Goods, the Customer shall provide the Contractor with such information in writing in relation to the Dangerous Goods as will enable the Contractor to know the identity of the substances comprising the Dangerous Goods, the nature of the hazards created by such substances, and the action to be taken in an emergency. 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.

4. Notice of Delivery or Collection

The Customer shall give the Contractor not less than 24 hours notice of its intention to deliver or remove Goods at the premises of the Contractor.

5. Receipt of Goods

(1) Following acceptance of the Goods for Storage the Contractor shall if required provide the Customer with a receipt but no such document shall be evidence of the condition or the correctness of the declared nature, property, chemical composition, quantity, quality, or weight of the Goods at the time they are received by the Contractor and 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.

(2) 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. Termination of Storage

(1) Either the Contractor or Customer may at any time give not less than 21 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:

(i) 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;

(ii) 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;

(iii) 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 of its intention to sell the Goods or part thereof.

7. 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.

8. 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) Charges shall be payable when due without reduction or deferment on account of any claim, counterclaim or set-off. The Contractor shall be entitled to interest at 8 per cent above the Bank of England Base Rate prevailing at the date of the Contractor's invoice or account, calculated on a daily basis on all amounts overdue to the Contractor.

(3) 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.