



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

RIVA SOUTH LTD
Tower Industrial Estate
Tower Lane
Eastleigh
SO50 6NZ

0 0 1 1 4 7 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.