

Frakt Haulage UK – Terms and Conditions of Carriage

1. DEFINITIONS

In these Conditions:

1.1 "Carrier" means Frakt Haulage UK Ltd of [insert registered office address] (Company Number: [insert]), including any parent, subsidiary or associated companies acting on its behalf under these terms.

1.2 "Consignee" means the person or entity (whether or not the Customer) to whom the Carrier is contracted to deliver the Consignment.

1.3 "Consignor" means the person or entity (whether or not the Customer) who provides the goods to the Carrier for carriage.

1.4 "Customer" means the person or entity who enters into a contract with the Carrier for the provision of transport or haulage services.

1.5 "Contract" means the legally binding agreement for the supply of haulage or transport services between the Customer and the Carrier, including these Conditions and any written terms agreed by the parties.

1.6 "Consignment" means the goods, whether in single units, multiple units or in bulk, dispatched at one time from a single address in the United Kingdom to a single address within the United Kingdom, forming the subject of a single order for delivery.

1.7 "Dangerous Goods" refers to substances listed in the applicable Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations (as amended), including but not limited to explosives, radioactive materials, toxic substances, flammable liquids or gases, and any goods representing a comparable hazard.

1.8 "Day" means a working day from Monday to Friday inclusive, excluding Bank Holidays and public holidays.

1.9 "Alternative Dispute Resolution (ADR)" means a structured negotiation or mediation process agreed between the parties for resolving disputes without resorting to court or arbitration.

1.10 "Loss" means the actual loss of the goods or the Carrier's failure to deliver them within 30 days of the agreed delivery date or, if no delivery date is agreed, within 60 days of collection.

1.11 "Delay" means a failure by the Carrier to deliver the goods within the agreed delivery period or, in the absence of an agreed period, within 60 days of the date of collection.

1.12 "Owner's Risk" means that the Carrier accepts no liability for any loss, damage or delay to the goods, however caused, including through negligence. The Customer shall indemnify the Carrier against any claims arising in respect of such goods.

1.13 References to Carrier, Consignee, Consignor, and Customer include their employees, agents, contractors and authorised representatives.

2. PRINCIPAL PARTIES AND SUBCONTRACTORS

2.1 The Customer enters into the Contract either as the legal owner of the goods or as the authorised agent of the legal owner. The Customer warrants that they have full authority to contract on behalf of the owner and to accept these Conditions.

2.2 The Carrier is entitled, unless specifically instructed otherwise in writing, to subcontract all or part of the services. The Carrier shall remain responsible for the acts or omissions of any subcontractor acting on its behalf.

2.3 If all or part of the carriage is undertaken by another transport mode (rail, sea, air), the Carrier's liability shall be subject to the conditions imposed by the relevant carrier and applicable international conventions.

2.4 The Carrier shall not subcontract the carriage of Dangerous Goods without the Customer's prior written consent.

2.5 Any subcontractor engaged shall benefit from the same protections and limitations of liability as the Carrier under these Conditions. The Customer agrees not to pursue any subcontractor for liability exceeding that provided herein.

3. LOADING AND UNLOADING

3.1 The Carrier shall provide only the transport service unless the Customer and Carrier have agreed in writing for the provision of loading, unloading, or other ancillary services.

3.2 The Customer shall ensure that suitable and safe equipment and labour are provided for loading and unloading the Consignment, unless otherwise agreed in writing.

3.3 The Carrier shall not be liable for damage or loss resulting from defective or unsuitable loading/unloading equipment supplied by the Consignor or Consignee. The Customer shall indemnify the Carrier for any related claims, including those relating to death or injury.

3.4 The Carrier shall not be liable for loss or damage caused by negligent or improper handling during loading or unloading by the Consignor, Consignee, or their representatives. The Customer shall indemnify the Carrier against all related claims.

3.5 The Carrier shall, upon delivery, position the vehicle in a manner allowing reasonable access for unloading. However, the Carrier shall not be responsible for delays caused by inadequate access at the collection or delivery address.

3.6 The Customer must provide to the Carrier any applicable risk assessments for collection and delivery sites. Risk assessment and compliance with health and safety requirements at such premises remains the Customer's responsibility.

4. DANGEROUS GOODS

4.1 Dangerous Goods shall not be accepted for carriage without the Carrier's prior written agreement. Full written disclosure must be provided before collection, including Tremcards and any additional documentation required under statutory law.

4.2 The Customer must ensure all Dangerous Goods are properly classified, packaged, labelled and documented in accordance with relevant legislation.

4.3 The Customer shall indemnify the Carrier for all losses, liabilities, claims, or penalties arising from the carriage of Dangerous Goods unless such losses are proven to be caused by the Carrier's negligence.

5. CONSIGNMENT DOCUMENTATION

5.1 The Carrier may issue a receipt for the Consignment upon collection. This receipt shall confirm only the externally visible condition and apparent quantity of the goods, and shall not constitute evidence of actual condition, weight, or value.

5.2 Where required, the Carrier shall obtain and return to the Customer a signed delivery note or proof of delivery unless otherwise agreed in writing.

6. CARRIER'S RESPONSIBILITY AND LIABILITY COMMENCEMENT

6.1 Where goods are carried at Owner's Risk, the Carrier shall have no liability for any loss, damage or delay.

6.2 Responsibility for the Consignment commences when the Carrier takes physical possession of the goods.

6.3 Responsibility ceases once delivery has been effected, or attempted, at the delivery location during normal working hours.

6.4 If delivery cannot be completed due to inaccessible premises or the absence of a Consignee, responsibility for the Consignment ends 24 hours after notice of availability is communicated to the Customer or Consignee by any agreed method (e.g. telephone, email, letter).

6.5 If either party requests a variation to the Contract during its term, the other party shall not unreasonably withhold agreement. No variation shall be binding unless recorded in writing.

7. CHARGES AND PAYMENT

7.1 The Customer is liable for all charges unless agreed otherwise in writing. If goods are consigned "carriage forward", the Consignee assumes primary responsibility. However, if the Consignee fails to pay, the Customer remains liable.

7.2 Charges shall be payable within 30 calendar days from the date of the Carrier's invoice. Failure to pay within this period shall entitle the Carrier to charge interest at 8% above the Bank of England base rate, calculated daily.

8. UNDELIVERABLE GOODS AND DISPOSAL

8.1 If delivery cannot be completed for reasons beyond the Carrier's control, the Carrier shall notify the Customer and request instructions. Additional charges for storage, re-delivery or redirection shall be payable by the Customer.

8.2 If the Customer fails to provide instructions within 14 days of notification, the Carrier may sell or otherwise dispose of the goods, provided such action complies with legal requirements.

8.3 Dangerous Goods may be returned or disposed of at the Carrier's discretion and at the sole risk and cost of the Customer.

9. LIABILITY FOR LOSS, DAMAGE OR DELAY

9.1 The Carrier shall be liable for loss or damage to goods or delay in delivery occurring whilst the goods are in its custody, provided such loss or delay arises from the Carrier's negligence.

9.2 Liability shall be limited as set out in Clause 10 unless otherwise agreed in writing before commencement of the carriage.

9.3 The Carrier accepts no liability for loss or damage to certain high-risk items (including but not limited to bullion, currency, antiques, legal documents, animals) unless specifically agreed in writing.

9.4 The Carrier shall not be liable for loss, damage or delay resulting from:

- Acts of God;
- War, terrorism, or civil disturbance;
- Legal seizure or forfeiture;
- Errors by the Customer or its agents;
- Defects inherent to the goods;
- Inadequate packaging or labelling (unless supplied by the Carrier);
- Industrial action;
- Lack of access or improper unloading facilities;
- Fraud by the Consignor or Consignee.

10. LIMITATION OF LIABILITY

10.1 Unless otherwise agreed, liability for loss or damage is limited to the lesser of:

- £1,300 per gross tonne (or pro rata for partial loss), or
- £500 per Consignment,

but in no case exceeding the actual value at the time of collection.

10.2 For delay or consequential loss, liability is limited to the lower of:

- The actual proven loss, or
 - The carriage charges applicable to the delayed Consignment.
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11. CUSTOMER'S INDEMNITY

The Customer shall indemnify the Carrier against:

- Negligence, misdirection or misstatement by the Customer or its representatives;
- Claims related to Dangerous Goods where regulations were not followed;
- Third-party claims exceeding the Carrier's liability under these Conditions;
- Customs or duty penalties;
- Lack of authority to contract on behalf of the goods' owner.

12. CLAIMS PROCEDURE

12.1 The Carrier shall not be liable for any claims unless the following timeframes are met:

- Loss of whole Consignment: written notification within 14 days of expected delivery;
- Partial loss or damage: notification within 7 days and detailed claim within 14 days;
- Delay: notification within 3 days of the expected delivery date.

12.2 The Customer must make the damaged goods available for inspection on request.

12.3 Where it was not reasonably possible to meet the above timeframes, the Carrier must be notified at the earliest opportunity and justification provided.

13. LIEN AND RIGHT OF SALE

13.1 The Carrier shall have a general and particular lien over all goods for any unpaid charges.

13.2 If such charges are not settled within a reasonable period, the Carrier may sell the goods under the procedure in Clause 8.

13.3 If the goods are not owned by the Customer, the Customer warrants authority to grant the lien.

14. DETENTION OF CARRIER'S PROPERTY

The Customer shall be liable for the costs incurred by the Carrier due to any unauthorised or excessive detention of the Carrier's vehicles or equipment, unless such detention is due to the Carrier's own negligence.

15. DISPUTE RESOLUTION

15.1 The parties shall use best endeavours to resolve disputes amicably through negotiation.

15.2 If negotiations fail, the parties agree to submit the dispute to ADR, unless either party reasonably refuses.

15.3 If ADR fails, disputes shall be referred to arbitration by a sole arbitrator appointed by the President of the Chartered Institute of Arbitrators.

16. GOVERNING LAW AND JURISDICTION

This Contract shall be governed by and construed in accordance with the laws of England and Wales. The parties agree to the exclusive jurisdiction of the English courts.

17. INSURANCE

17.1 The Carrier shall maintain adequate public liability and, where applicable, employer's liability insurance.

17.2 Unless otherwise agreed, the Customer is responsible for insuring the goods in transit.

18. FORCE MAJEURE

The Carrier shall not be held liable for any failure or delay in performance due to events beyond its reasonable control, including natural disasters, pandemics, government restrictions or cyber incidents.

19. DATA PROTECTION

The Carrier shall process personal data in compliance with the UK General Data Protection Regulation (UK GDPR) and all applicable data protection laws.

Name: Omar Armela

Position: Managing Director

Signature:

