

Terms & Conditions

This page contains a library of current Standard Terms and Conditions documents under which Brookes Distribution Services Limited (and its subsidiaries) conducts its business.

If you are either a customer or a supplier/potential supplier of goods and services you are urged to make yourself familiar with the documents that apply to your particular business relationship with our Company.

The documents are available to view and/or download as PDF files.

Brookes Distribution Services Limited Conditions of Trading

DEFINITIONS In these conditions words importing the singular meaning shall include the plural meaning and vice versa and importing the masculine shall include the feminine and neuter, and the following expressions shall have the meanings hereby respectively assigned to them:-

"The Company" means "Brookes Distribution Services" Limited.

"The Client" means any persons and the agents or employees who engage the services of the Company.

"Consignment" means any goods entrusted to the Company by the Client for customs clearance, handling, storage or carriage in accordance with these conditions.

TRANSACTIONS

All transactions are entered into by the Company upon these conditions only and no agent or employee of the Company is empowered to alter or vary these conditions in any way.

QUOTATIONS

All quotations by the company are given only on the basis of immediate acceptance by the client within 7 days and are subject to withdrawal or revision without notice after that period.

WHERE LEGISLATION TO WHICH THE CONTRACT IS COMPULSORLY SUBJECT APPLIES

Nothing in these conditions shall be constructed as a surrender by the Company of any of its rights or immunities or as an increase of any of its liabilities under such legislation, and if any part of these conditions is repugnant to any such legislation to any extent, such part alone shall be void and to that extent only, not affecting any contracts to which such legislation is applicable, nor affecting any part of these conditions not unlawful in itself which shall be deemed to be severable.

CLIENTS' DECLARATION AND AGREEMENT

The Client declares that any goods handled by the Company are either their own unencumbered property or that they have full and absolute authority of all persons owning or interested in the goods to enter into the contract and he agrees to indemnify the Company against any claims charges costs and demands made against it by persons claiming an interest in the consignment.

DISCLAIMER

The Company shall not be liable for the damage or loss to the client save in so far as cannot be avoided in law arising from failure to carry out or negligence in carrying out the contract save so far as such damage or loss is due to the wilful neglect or default of the Company or its own employees. The Company expressly disclaims any liability for indirect or consequential damage, for loss of future or prospective clients or market and for any loss or damage directly caused by the failure of the Client to comply with these conditions

GENERAL LIEN

The Company shall have a general lien against the owner of any goods for any monies whatsoever due from such owner to the Company. If any lien is not satisfied within a reasonable time the Company may at its absolute discretions sell the goods as agents for the owner and apply the proceeds towards monies due and the expenses of the sale and shall upon accounting to the Client for the balance remaining. If any, be discharged from all liability whatsoever in respect of the goods. The Company will inform the Client of such action in writing.

PAYMENT

All invoices of the Company must be paid by the Client within the terms stated on & from the date on the invoice, unless otherwise agreed in writing by the Company. All invoice queries must be raised with 14 days of such date. The Company reserve the right to charge 8% above base rate on all overdue balances. Late payment may result in credit facilities being withdrawn & would render all invoices immediately payable. Invoices will be provided to the Client in digital format unless otherwise agreed. Monthly statements will be made available to clients in digital format. Queries relating the monthly statements must be raised within 14 days of receipt. Any terms of settlement agreed between the Company and the Client shall have no effect upon the remainder of the Company's conditions of trading. All sums shall be paid to the Company by the agreed payment method immediately when due without deduction and payment shall not be withheld or deferred on account of any claim, counterclaim or set off. Every Client requiring a credit facility must complete a Company application form. The benefits of this facility will not be applicable until the Company receives the relevant confirmation it requests and the Client will be notified that a facility has been approved and a credit limit set. The limit must not be exceeded unless agreed by the Company in writing, the facility may be put on "Stop" until a payment is made to reduce the debt in full or below the agreed limit with adequate resource to perform any future carriage. Clients that have not received written approval of a credit facility will be subject to upfront payment or on completion of carriage. All outstanding monies must be settled in full by the Client if requested by the Company without recourse. The Company reserve the right to refuse or withdraw credit facilities without notice or reason and all outstanding invoices immediately payable. All invoices raised by the Company will be in £Sterling, any payment made in other currencies may be subject to bank conversion charges for with the Client will be liable. Payment methods made by credit card will be subject to a 2.5% surcharge of the total invoice amount. This charge applies to any form of settlement by this method.

LAW

Any agreement between the Company and its Clients shall be governed by English Law and all disputes, however arising, shall fall within the exclusive jurisdiction of the English Courts.

CONDITIONS OF CARRIAGE

DANGEROUS AND HAZARDOUS GOODS

Except under special arrangements previously made in writing the Company will not accept or deal with any noxious, dangerous, hazardous or inflammable or explosive goods or any goods likely to cause damage. Should any Client nevertheless deliver such goods to the Company or cause the Client to handle or deal with any such goods otherwise than under special arrangements previously made in writing, they shall be liable for all loss or damage whatsoever caused by or to in connection with the goods however arising and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretions of the Company or any other person in whose custody they may be at the relevant time. If such goods are accepted under arrangements previously made in writing, they may nevertheless be so destroyed or otherwise dealt with on account of risk to other goods, property, life or health. The expressions "goods likely to cause damage" includes goods likely to harbour or encourage vermin or other pests.

LOADING AND UNLOADING

Unless the Company has agreed in writing to the contrary with the Client: The Company shall not be under any obligation to provide any plant, power or labour, other than that carried by the vehicle, required for loading or unloading the Consignment. The Client warrants that any special appliances required for loading or unloading the Consignment which are not carried by the vehicle will be provided by the Client or on the Client's behalf. The Company shall be under no liability whatever to the Client for any damage whatever, however caused, if the Company is instructed to load or unload any Consignment requiring special appliances which, in breach of the warranty in the above, have not been provided by the Client or on the Clients behalf. The Company shall not be required to provide service beyond the usual place of collection or delivery but if any such service is given by the Company it shall be at the sole risk of the Client. The Company allows 1 hour to load & 1 hour to unload from the agreed times between the Company & Client. Demurrage charges will be applied thereafter unless otherwise agreed in writing. These charges will apply after the first hour onsite. The scale of these charges is dependent on the vehicle type/size. The Company will inform the Client at the time where the charges are applied, unless out of standard business hours 8am – 5.30pm and/or the Client is uncontactable. This will then be done at the earliest convenience. The Company will collect & deliver Consignments at the agreed dates and times requested by the Client. There will be occasions when this is not possible for reasons out of the Company's control. The Company will inform the Client or its agents at the earliest convenience of such instances. The Company cannot be held responsible for any charges or claims that the Client may incur or pass on for a late or failed Carriage. The Company will attempt to provide an alternative solution to this at no extra charge to the Client, unless otherwise agreed. The Company operates to standard business hours between 8am – 5.30pm any collection/delivery points that do not operate within these hours and subsequently results in a failed collection/delivery by the Company, will be the sole responsibility of the Client unless prior arrangements in writing are made.

OUT OF HOURS AND WEEKEND DELIVERIES

The Company deems a normal working day to be between 8am – 5.30pm and the working week between Monday – Friday. Consignments collected/delivered outside of these hours and/or days are liable to a surcharge for either or both. These charges will be quoted in advance to the Client.

REFUSED, RETURNED, RE-DELIVERY AND CANCELLATION CHARGES

Consignments that are refused by the consignee will be charged at full rate to the Client if the Company has performed the request/s of the Client and at no fault of the Company. The refused delivery will be returned to the Client at a rate of 50% of the Consignment charge. An alternative address may be provided by the Client and an agreed rate between both parties may be agreed. The re-delivery of a refused Consignment will be charged at full rate unless otherwise agreed between both parties.

The Client will be liable if it cancels a Consignment request. The rate of this charge is 30% of the full charge unless otherwise agreed by both parties. This charge will be applied if the Client fails to notify the Company with adequate time to find alternative work. At least 12 hours notice is required within standard business hours between 8am – 5.30pm. This charge does not allow the Client to have any hold on the vehicle booked. If the Company is able to obtain further work, the charge will still apply unless otherwise agreed by both parties.

DELIVERY NOTES AND PROOF OF DELIVERIES

The Client will provide the Company with full collection/delivery details in the form of their own collection/ delivery note. This will provide full details to the Company. The Company where possible will generate its own note which will be used alongside Client paperwork. The driver will be responsible to provide written proof of the delivery using the paperwork provided. This will include the signature & printed name of the receiving person, the date & time of arrival & departure. This paperwork will be returned to the Company traffic office and processed and made available to the Client in digital format or as a hard copy if requested. If for some reason the paperwork is lost or damaged beyond repair, the Company will provide proof in the form of an indemnity letter. This letter will be alternative proof of delivery. The Company upon providing this letter can therefore not be held responsible for any claim resulting in failing to provide the original delivery note.

PENALTY CHARGES NOTICES

It is the Clients responsibility to provide collection & delivery addresses that have legal or adequate parking facilities to the Company. The Company will endeavour to park legally and as close to either collection/delivery addresses provided. Should the Company receive a Penalty Charge Notice at the time of a contravention or by post the Client will be given the opportunity to appeal the notice. If this fails the Client will then be responsible for the charge and any further costs incurred. The only time a Client will not be responsible for a notice is if they inform the Company prior to engagement that they are not responsible for any such charges. The Company upon receiving this information will notify the Client at the collection/delivery point there is no suitable/legal place to carry out the carriage. It is then the Clients decision upon how it wishes to proceed. If the request is an alternative address then further charges may apply as agreed at the time by both parties.