



## Terms & Conditions & Service level agreement

### General

1. All quoted rates are in GBP and exclude VAT and fuel surcharges applicable at the time of consignment collection. Delivery to offshore UK islands and remote area of the UK mainland may be subject to additional charges.
2. All UK transport is operated Thermonet Terms and Conditions. Thermonets' Goods-in-Transit liability under these conditions is limited to £1,500 per tonne. It is recommended that customers take out their own Goods-in-Transit insurance if extra cover is required.
3. Terms of payment are 30 days net. Should the account fall overdue, we reserve the right to apply interest charges and initiate legal proceedings to recover all outstanding balances and withdraw credit facilities.
4. Our standard operating temperatures are: 0°C to +5°C for chilled products and -18°C or colder for frozen products. Goods should be at the correct temperature at the time of collection. Written confirmation of temperature is required for consignments using the Thermonet Transport Request form.
5. Our distribution network is offered on the basis of a shared-user service. Non-food items are only permitted by prior agreement. We reserve the right to refuse to transport goods through the distribution network that allow the possibility of taint or cross-contamination of other consignments. We do not undertake to segregate different categories of consignment.
6. All goods should be palletised using good quality, unbroken 4-way entry UK or Euro pallets, or specifically designed containers.
7. Goods must not exceed 1.8m in height or be over 1000kgs in gross weight. No part of a consignment may exceed the maximum footprint of 1200mm x 1000mm. All goods must be fully covered or packaged. A security seal over the top of the pallet is advisable. Goods must be stacked and secured in a way that will maintain stability during transit and/or storage. Liquids must be fully contained using a method that eliminates leakage. Cardboard dolavs must not be over-filled and should be banded to avoid settling in transit. Plastic pallets are not advised for storage.
8. We reserve the right to make additional charges for any extra packing or re-stacking deemed necessary to make consignments safe for transportation or storage. Any extra pallets used will result in a charge for the additional transport or storage space required.
9. Chep blue pallets will not be exchanged for customers who have a hire exchange account. All pallets will be treated as 'one way' and will not be exchanged.
10. Claims must be notified in writing to the Company within fourteen days of any incident or date on invoice. Such claims may not be deducted from invoices issued by Thermonet Ltd, any deductions from invoices will be treated as an illegal deduction. Claims will not normally be accepted for consignments received 'unchecked.'
11. Unless otherwise covered by commercial contractual arrangement, use of our service will imply acceptance of these Terms & Conditions as binding for all consignments covered by each request for transport and all such contracts shall be governed by and construed in accordance with English law.

12. We shall be entitled to subcontract the whole or any part of our obligations under the Contract to any third party which we may at our absolute discretion determine (including in relation to any network arrangement, pursuant to which We shall be entitled to transfer a consignment between vehicles and/or cold stores) provided that any subcontractor shall not relieve us of our obligations under these terms.

## Transport

13. Transport Requests should be completed for all consignments, they must be confirmed to us in writing by e-mail (preferably using our standard form).
14. Transport Requests for consignments using the distribution network should be received by us no later than 15.00hrs on the day before the requested collection, based on a 5 day working week. Any requests after this time must be agreed by Thermonet Ltd, who reserve the right to decline them if insufficient notice has been given. Any amendments must be requested by 10.00hrs on the day of collection.
15. Not all areas are served every day – customers should check the service frequency for any UK postcode or Irish County by calling Thermonet Ltd.
16. Any collection or delivery location that has restricted access for articulated vehicles should be highlighted to us on your Transport Request. We reserve the right to make additional charges where there is severely restricted access or where special measures are required for a collection/delivery at premises that do not have appropriate handling equipment or are situated some distance from nearest point of vehicular access.
17. Transport Requests should include order numbers or account details necessary for goods to be released to us or delivered successfully by us. Collection or delivery bookings, if required, will be made during load planning. We reserve the right to discuss booking arrangements directly with collection or delivery locations as and when necessary.
18. Timed collections or deliveries for consignments can be difficult to achieve due to the variable nature of multi-drop operations. Delays can have significant 'knock-on' effects. While we will make every effort to achieve requested delivery/collection time this is not guaranteed. We do not accept claims for late delivery or consequential loss.
19. Our drivers will sign to acknowledge receipt of a consignment when making a collection but this signature will not be evidence of the condition or correctness of the declared nature, temperature, quantity or weight of the consignment. Consignments will be checked for compliance with our General Terms and Conditions upon arrival at the first depot in the network, but case quantities will not be checked.
20. All consignments must be clearly marked or labelled with the receiving party's name and full address, and other order reference which must also be quoted on the Transport Request. This is particularly important when making collections from third party locations. Blank pallet identification labels are available on request. Any consignment that cannot be positively identified will be kept on hold until such time as the correct destination can be confirmed. We will not be held liable for any additional costs incurred through the resulting delay to the delivery.
21. We will normally use paperwork supplied to us as a delivery note, which must be fit for purpose. A minimum of two copies are required and must clearly state the name & address of the recipient, together with any applicable order or account references, product description and temperature of the goods. Consignments destined for Continental Europe must be accompanied by a valid CMR. Occasionally it may be necessary for us to create a delivery note on a customer's behalf. In either case, signed copies will be scanned and records retained. POD originals returned to customers with our invoice. If customers do not require the return of 'clean' PODs, please advise us accordingly. Scanned copies of POD's will be retained for a period of 12 months.
22. A delay in excess of 1 hour at the collection or delivery location may result in the vehicle continuing with its journey so as not to delay other consignments. Re-presenting the consignment at the next available opportunity may result in an additional charge being made.

**Cancellation and Termination**

23. You are required to give Thermonet Ltd one months' written notice in the event that you no longer wish Thermonet Ltd to supply the services to you.

Visit our website for more information: [www.thermonet-uk.com](http://www.thermonet-uk.com)

I confirm that I agree with the above Terms and Conditions.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_