

Terms & Conditions

THE ICE CO^o
storage & logistics



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*The Ice Co Storage and Logistics Limited Company No. 6937937 / VAT No. 450715563
Langthwaite Business Park, Langthwaite Road, South Kirkby, West yorkshire, WF9 3AP*

OUR VISION

- The Ice Co – the leading manufacturer of quality ice and water products, temperature controlled storage and distribution, with brands that are internationally recognised as the product of choice.

OUR MISSION

- Dedicated to consumer enjoyment, our customers success, product availability and service.
- Europe's leading supplier of innovative ice and water products.
- A growing network of: cold storage and distribution locations across the UK.

OUR VALUES

- Innovation: We will lead the market through product and process Innovation
- Customers: We are dedicated to the success of our Customers
- Employees: We value everybody's opinions and we are passionate about investing in our Employees

OUR SERVICE

- The following services are provided but not exhaustive by The Ice co Ltd:
- Full load UK Transport / Groupage transport across the whole of UK, using temperature-controlled vehicles.
- Distribution of mixed load and a distribution service for individual consignments
- Storage and order picking for either chilled or frozen goods.

Goods are accepted for transport and/or storage providing they meet with the requirements of The Ice Co.

Other than for full load Transport, we do not undertake to segregate consignments except for temperature. Providing the requirements of our terms are met with regard to the covering the contamination risk arising from the carriage of mixed loads is minimal. Vehicles may have on board at any time consignments of raw meat, cooked meat, or goods that may be considered allergenic. This policy applies equally to goods held in store.

Customers should also note the normal temperature regimes of our vehicles and storage facilities are 0^o C to +5^o C for chilled goods and -18^o C or lower for frozen goods, with standard temperature settings in transit of +2^o C and -22^o C, respectively. Dedicated chambers can achieve lower temperature regimes.

Customer Contracts

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Unless otherwise covered by a separate fixed length or long term commercial contract, all work is undertaken on the basis of our Terms & Conditions which will remain the sole commercial relationship between the Customer and The Ice Co. The acceptance of a Customer's Transport or Storage Request by us forms the contract between the parties for the work covered by said Request, based on these Terms and conditions and the application of our Standard Procedures.

Since this Summary is analogous to a Service Agreement, no further Customer-specific agreement, operating standard or non-commercial 'contract' is required, and none will be accepted or signed for where they might contradict or apply additional requirements upon our existing Terms & Conditions and /or operating procedures. Only a signed and accepted Ice Co SLA will supersede these terms and conditions.

Quality Management System

HACCP

A HACCP Plan is in place covering all operational sites. A copy is available upon request. Our HACCP Plan is subject to continual review by our qualified HACCP Team.

BRC

We are currently certified to the BRC Storage & Distribution Standards at all sites, to Issue 2 of the Standard and migration to issue 3 when it is available.

Health & Safety

We have a dedicated Health & Safety Manager, with regular reviews held at each Depot as well as inspection visits. Risk Assessments and Safe Systems of work are in place and subject to regular review, as are COSHH records for each site.

Environment and Green Policy

The Ice co's aim is to reduce the Company's impact on the environment. We aim to achieve this by the use of up to date technology like our on-site wind turbine and solar panels at South Kirkby.

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Site & Building Standards

The Ice Co. presently operate across 4 locations across the UK:-

Glasgow

Newcastle

South Kirkby

Preston

Warehouse Fabrication & Facilities

All loading bays are temperature controlled and at a high level to ease vehicle loading/unloading and help prevent entry by pests.

Warehouse Temperature Control

Each site has storage areas for both chilled and frozen goods. The size of storage facilities varies by site, but will comprise a mix of floor space and racked areas. However, where long-term storage facilities are offered, it is normal for these goods to use particular areas of racking or floor- space in order to ease product location and subsequent order picking activities. Designated areas may be used for the temporary storage of returned or non- conforming goods, but these are not separate to the main storage areas themselves. We do have some dedicated chambers available.

Fixed refrigeration plant is installed, maintenance of which is either under contract or by our specialist engineers. Monitoring devices are installed to monitor any leakage of refrigerant or temperature drop and are linked to an appropriate alarm system.

Loading bay areas are also temperature-controlled to chill.

Pest Control

The services of a specialist pest control contractor are in use at each site. The service normally comprises of regular visits plus an annual inspection and covers rodents and crawling insects. EFK are provided to kill flying insects.

All visit reports are logged and corrective actions carried out as required, which are again logged. Bait box locations are recorded on an appropriate site map and any findings recorded in the report.

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Waste & Waste Disposal.

The Ice Co do not provide for the disposal of food waste as part of its normal service offer. Depending on the exact circumstances, our normal procedure is to return rejected or otherwise non-conforming goods to the Customer for re-work or disposal through their own system. We do, however, have a process for the safe disposal of limited quantities of food waste and packaging via approved contractors and is a chargeable service.

Subcontractors

Transport subcontractors are used to supplement the Ice Co's. fleet at times of high demand, or in order to serve particular areas of the country on a more frequent basis than might otherwise be possible.

All subcontractors have to be approved for use, which includes obtaining copies of their Operators' Licence and Goods in Transit details. The Ice Co. will not seek the approval from any customer for the use of transport subcontractors.

ADDITIONAL TERMS AND CONDITIONS

Our standard operating temperatures are: 0° C to +5 °C for chilled products and -18oC or colder for frozen products. Goods should be at the correct temperature at the time of collection / delivery to vehicle or cold store. Written confirmation of temperature is required for consignments using the dedicated / full load service, for which different temperature settings are available.

All goods should be palletised using good quality, unbroken 4-way entry UK or Euro pallets, or specifically designed containers.

Goods must not exceed 1.8m in height (we do have some spaces with higher clearance available) or be over 1000kgs in gross weight. No part of a consignment may exceed the maximum footprint of a standard pallet, 1200mm x 1000mm. All goods must be fully covered or packed – we do not carry open foods. Goods must be stacked and secured in a way that will maintain stability during transit and/or storage, even if otherwise unsecured. 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. Consignments of Allergenic materials should be clearly labelled.

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.

The disposal of unwanted goods is not part of the service we offer. Any goods deemed by us as unfit for transport/storage, or rejected from the delivery point through no fault of ours, will be returned to you and charged for. Claims must be notified in writing to the Company within seven days of any incident. Such claims may not be deducted from invoices issued by us. Claims will not normally be accepted for consignments received unchecked.

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Unless otherwise covered by commercial contractual SLA arrangement, use of our service will imply acceptance of these Terms & Conditions as binding for all consignments covered by each request for transport and / or storage and all such contracts shall be governed by and construed in accordance with English Law.

Not all areas are served every day – customers should check the service frequency for any UK postcode by referring to our delivery profile.

Timed collections or deliveries for consignments can be difficult to achieve due to the variable nature of groupage operations. Delays can have significant knock on effects. We do not accept claims for late delivery or consequential loss.

A delay in excess of ½ 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.

All goods being received by us must be accompanied by appropriate documentation containing details of the goods, order number and/or account details and booking reference. Any unnecessary time spent checking of goods received or delivered may be recharged.

We are able to check for the quantity of goods received, together with details such as shelf life and batch code, where such information is available and required. The temperature of the goods will be checked using non-destructive means. We do not undertake to perform checks on the nature, quality or substance of the product itself, unless clearly affected by some form of damage to the consignment.

The Ice co will not accept any liability with respect to Chep pallets and any discrepancies are entirely the customer's responsibility.

The Ice co reserve the right to calculate any termination costs at end of contract based on the average previous twelve months revenue figures.

If you book pallet space for our transport, blast freezers or microwave and not supply the amount specified the Ice co may charge you for the difference due to potential lost revenue.

The Ice Company is to be notified of any customer audits in advance and these are chargeable due to the labour and MHE utilisation – price available upon request.

Our demurrage charge of £30.00/hour may be charged in extreme cases. These will always be discussed and agreed in advance of any charge being raised

Conditions for Storage Services

The Customer's attention is drawn specifically to conditions 5, 7 and 11 which exclude or limit the Company's and the Company's subcontractors' liability and require the Customer to indemnify the Company and/or its sub-contractors in

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certain circumstances. There are also strict time limits within which claims for loss or damage must be notified and proceedings brought.

To enable the Company to provide the Services to the Customer for the charges quoted the Company excludes and/or limits it's liability for certain types of loss and damage and places a limit on any liability to the Customer.

The Company will not insure the Goods and the Customer and/or the Owner are advised to check their own insurance arrangements having regard to the limitations on the Company's liability and the indemnities being given by the Customer in the Conditions.

1. DEFINITIONS

In these Conditions:

the "Company" means the person (whether a sole trader, partnership or company including its servants, employees and agents) undertaking the Services to which these Conditions apply;

the "Conditions" means these terms and conditions together with any schedule attached to them;

the "Contract" means any agreement by which the Company agrees to provide Services;

the "Customer" means the person contracting with the Company who may or may not also be the owner of the Goods but contracts on his own behalf and as agent for such owner and any person deriving title from such owner or otherwise having the right to possession of the Goods;

the "Owner" means the legal owner of the Goods (including any packaging, containers or equipment) who has been identified to the Company by the Customer as such and any other person who is or may become entitled to the Goods or possession of the Goods;

"Outside the Scope of the Services" includes, but is not limited to, any treatment which is not capable of performance save with unreasonable inconvenience or extra cost to the Company;

the "Goods" means the goods which are the subject of the Contract and includes pallets, palletainers, converters and all other equipment provided by the Customer;

the "Regulations" means the regulations and other literature (if any) published by the Company from time to time which describe the Services provided by the Company and regulate the provision of those Services and as notified to the

Customer from time to time in writing. Any changes in such Regulations will be a variation of the Contract and shall take effect as a variation of the Contract immediately upon receipt by the Customer;

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the "Services" means the storage (including space rental agreements, licences or similar) and ancillary services which the Company has agreed to provide or does provide for the Customer.

the "Value" means the cost of the Goods to the Customer or its principal at the time of receipt for the performance of the Services.

2. APPLICATION

- 2.1 These Conditions shall apply to every Contract for the provision of Services by the Company to the Customer to the exclusion of all other terms and conditions, including the Customer's own.
- 2.2
- a) The failure or delay by any party in exercising any right, power or remedy under these Conditions shall not in any circumstances impair such right, power or remedy nor operate as a waiver of it. The single or partial exercise of any right power or remedy under these Conditions shall not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or remedy.
 - b) Any waiver of a breach of, or default under any of the terms of these Conditions shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of these Conditions.

3. THE SERVICES

- 3.1 The Company shall provide the Services subject to these Conditions and the Regulations.
- 3.2 The Company shall perform the Services with reasonable care and skill. Subject to Conditions 11 and 13.2 the Company accepts liability for loss of or for damage to Goods in its possession from the point at which they have been unloaded from the delivery vehicle and placed in the area of the Company's loading bay until such time as either:
- a) the Goods have been loaded on the collecting vehicle as directed by the Customer; or
 - b) the Goods are required to be removed under Condition 6 or Condition 14; whichever is the earlier.

4. CUSTOMER'S OBLIGATIONS

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- 4.1 The Customer accepts these Conditions on its own behalf and as agent for and on behalf of the Owner and warrants to the Company that it has authority to bind such Owner to these conditions in all respects.
- 4.2 The Customer shall comply with the Regulations.
- 4.3 The Customer warrants that the Goods are as described to the Company in the consignment note or equivalent document particularly as regards to their nature, weight, quantity, condition and dimensions.
- 4.4 Without prejudice to Condition 7 below, the Customer warrants that the Goods (including any pallets) are:
- a) in a wholesome condition;
 - b) properly packed for the performance of the Services;
 - c) in the form, and have at all material times been maintained at, the temperature as may be required by the minimum standards stipulated under the applicable statutory regime for goods of that type then in force; and
 - d) not require any special treatment outside the scope of the Services or as provided for in the Regulations.
- 4.5 The Company shall be entitled to reject Goods that are not in the condition set out in Condition 4.4.

5. SPECIAL TREATMENT

If Goods require special treatment outside the Scope of the Services of the Company then the Customer shall contact the Company and obtain the Company's agreement in writing prior to presentation of the Goods. If this is not done and the Company is not notified of the need for such special treatment then the Company shall not be liable for any loss or damage to the Goods caused by failure to provide such special treatment.

7. CUSTOMER INDEMNITY

- 7.1 In the event that a third party brings a claim against the Company in respect of which these Conditions are held not to apply the Customer shall indemnify and hold harmless the Company and

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the Company's subcontractors against all claims and losses which exceed the liability and/or the limits of liability that the Company would have incurred had these Conditions applied.

- 7.2 The Customer shall indemnify and hold harmless the Company, its employees, agents and subcontractors against all claims and losses (and all costs and expenses reasonably incurred relating thereto) occasioned by the nature or condition of the Goods save to the extent that the Company, its employees, agents or sub-contractors may be liable under these Conditions.

8. RIGHT OF EXAMINATION

The Company may, but shall not be obliged to, break bulk and open packages and examine the Goods when Goods are presented and at any time thereafter for the purposes of determining whether or not the Goods are in the condition required under Condition 4.4.

9. STORAGE

In the absence of agreement by the Company for any special treatment of the Goods pursuant to Condition 5, the Company:

- 9.1 May treat the Goods in such a way as in its opinion is best able to preserve them and the Company shall exercise reasonable skill and care in exercising its opinion.
- 9.2 Shall be entitled to store in bulk all Goods of apparently similar nature received from the same Customer and shall not be required to identify individual consignments of Goods so stored. If the Customer requires the Company not to store the Goods in bulk then the Company shall (if prepared to comply) be entitled to a reasonable upward adjustment of its charge for complying with such requirements.

10. CHARGES

- 10.1 The Company shall be entitled to payment of charges in accordance with rates agreed with the Customer, or in default thereof at its usual rates or a reasonable rate.
- 10.2 The Company may vary its charges at any time by giving written notice to the Customer.
- 10.3 The Company's charges shall be payable upon demand, by presentation of an invoice, unless otherwise agreed in writing. Where the Company agrees to provide a credit facility such facility shall always be provided on terms that the Company is entitled to withdraw the same with immediate effect in the event of the Customer's breach of the credit terms in respect of any one or more

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- invoices or enters into any insolvency proceedings or otherwise seeks to make arrangements with its creditors.
- 10.4 Where the Company has agreed to fix its charges for a stated period the Company shall nevertheless be entitled to vary such charges in the event that during the period in which the charges are fixed there is an increase in the unit cost to the Company of its energy supply (including but not limited to gas, electricity, diesel or other fuel) which exceeds 5%. In such event the Company shall be entitled to pass on to the Customer the actual increase in the Company's energy costs. If requested by the Customer the Company shall provide evidence of the unit cost at the date that the charges were fixed and evidence of the increase since that date.
- 10.5 Interest shall be payable in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time) save that interest calculated at the rates prescribed by the Act shall be payable on all overdue amounts both before and after judgement.
- 10.6 The Customer shall pay to the Company all sums immediately when due without reduction or deferment on account of any claim, counterclaim or set-off.
- 10.7 The Customer will be charged a reasonable proportion, calculated by the Company, of any expenses necessarily incurred by the Company in complying with the Prevention of Damage by Pests Act 1949 (as amended or re-enacted from time to time) or in complying with any other statutory duties imposed from time to time in relation to the Goods provided that if the Goods are the direct cause of introduction of pests into the store the whole of the expenses of complying with the said Act shall be reimbursed by the Customer.

11. LIMITATION OF LIABILITY

- 11.1 The Company shall not be liable for any loss or damage that occurs because of:
- a) acts or omissions by the Customer which directly or indirectly result in loss or damage;
 - b) strike, lock out, industrial dispute or other labour disturbance;
 - c) factors beyond its reasonable control including but not limited to act of God, earthquake, fire, storm, flood, ice or other inclement weather, war, explosion, actual or threatened acts of terrorism, strike, acts of any government or other lawful authority, riot, civil commotion, epidemic or trade embargo or any failure of electricity or other fuel or equipment and/or

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- d) any cause or event over which the Company has no control and which the Company is unable to prevent with the exercise of reasonable care and effort.
- 11.2 The Company shall not be liable for any loss or damage that occurs other than because of the Company's negligence, wilful misconduct or fraudulent act or omission.
- 11.3 In no event shall the Company be liable or responsible for indirect, incidental, special or consequential loss or damage, loss of profit, revenue or goodwill or anticipated savings of the Customer or Owner or any other party, howsoever caused, whether or not the Company was aware or should have been aware that such loss or damage may arise.
- 11.4 The Company shall have no liability for any claim made by the Customer unless such claim identifying the nature thereof is made within 7 days of the date upon which the Customer became or should have become aware of the event giving rise to such claim and unless a detailed claim giving details of the loss including weight, value and date of delivery into store is submitted by the Customer to the Company in writing within 14 days of the date aforesaid.
- 11.5 The limitations set out in this Condition shall not apply to death or personal injury caused by the negligence of the Company or resulting from the wilful misconduct or actionable default or fraudulent act or omission of the Company.
- 11.6 Except as expressly provided in these Conditions (and except where a person within the United Kingdom deals as a consumer within the meaning of the Unfair Contract Terms Act 1977) all other warranties, conditions and other terms implied by law are excluded.
- 11.7 In any event and subject to the rest of this Condition 11 and save where a higher limit is agreed in writing between the Company and the Customer, the Company's liability to the Customer, Owner or any other party with an interest in the Goods arising out of or in connection with the Services whether based in contract, tort (including negligence), bailment arising from statute or otherwise shall never exceed in the case of claims for loss or damage to the Goods or any other goods:
- a) the Value of the Goods or goods lost or damaged; or
- b) £250 per metric tonne of gross weight of the Goods or goods lost or damaged; whichever shall be the lesser.

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c) Any additional insurance cover required is at customer's expense.

- 11.8 The Company does not insure the Goods and the Customer shall be responsible for insuring
- a) The Goods against all risks to their full insurable value and
 - b) Any liabilities to the Company arising out of these Conditions.
- 11.9 No legal proceedings may be brought against the Company whether by a claim, counterclaim, Part 20 claim or otherwise unless they are issued and/or served within nine months of the event giving rise to the claim.

12. TRANSFER OF GOODS

- 12.1 Subject to Conditions 12.2 and 12.4 below the Company will transfer the Goods to another party ("Transferee") on receipt of written authorisation from the Owner or the Customer.
- 12.2 The transfer of the Goods will only occur when the Company has received from the Transferee a written notification of the Transferee's acceptance of these Conditions and the Regulations (together with any revised rate of charging referred to in the note to this Condition) stating that the Transferee shall be bound as if he were the original Customer.
- 12.3 The Transferee/or the Owner/or the Customer shall pay to the Company the reasonable costs of transferring the Goods.
- 12.4 The Owner or Customer guarantees payment to the Company of any charges accruing in respect of the Goods during the period of 14 days after the transfer and the Company shall be entitled to maintain any lien existing prior to the transfer.

(Note: Charges made to the Transferee will not necessarily be at the same rate as the charges to the original Customer).

13. SUB-CONTRACTORS

- 13.1 The Company may engage sub-contractors for the purpose of fulfilling the Contract in whole or in part and may transfer at its own expense any Goods between or within stores. The Company contracts for itself and as agent of and trustee for its subcontractors and any such sub-contractors shall be entitled to the benefit of these Conditions and the Regulations and shall be under no greater liability than and in addition to that of the Company under the Conditions. The Customer agrees not

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to bring any claim against any sub-contractor additional to or in excess of the amount for which the Company is liable under these Conditions.

- 13.2 If the Customer requests that the Company arranges for another party to perform for the Customer any services other than the Services it does so on the terms that the Company acts as the agent of the Customer and is in no way responsible or liable to the Customer for the provision of these services.

14. REMOVAL OF GOODS

- 14.1 The Company may at any time give not less than 14 days' written notice to the Customer requiring the Customer to remove the Goods.
- 14.2 If the Goods are not so removed then the Company shall be entitled after the expiration of such notice (or with immediate effect if reasonably necessary) to give not less than 7 days' written notice of the Company's intention to sell the Goods and deduct from the proceeds all outstanding charges, any interest due, and the cost of disposal and upon the expiration of such further notice, so to deal (accounting to the Customer for the net proceeds of sale, if any, after such deductions).

15. LIEN

- 15.1 The Company shall be entitled to exercise a general lien on the Goods or any document relating thereto whilst they are in the Company's possession for all sums due at any time from the Customer or Owner as well as for sums which would have been due but for any unexpired credit period and shall be entitled to sell or dispose of the Goods as agent for and at the expense of the Customer or Owner and apply the proceeds in or towards payment of any such sums on 14 days' notice in writing to the Customer.
- 15.2 When the Company accounts to the Customer for any balance remaining after payment of any sum due to the Company and the costs of sale or disposal the Company shall be discharged of any liability whatsoever in respect of the Goods.

16. NOTICES

Notices given pursuant to these Conditions will be in writing and when delivered by post will be deemed to have been fully given and received two clear working days after posting (by prepaid letter or by recorded delivery) and shall be sent to the registered office of the relevant party (in the case of a Company) or the last notified address (in any other instance). Notices given electronically or by facsimile will be deemed to have been received at the time of transmission.

17. FORCE MAJEURE

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The Company shall not in any event be responsible for any delay in or failure to perform the Services which is caused by factors beyond its reasonable control including but not limited to act of God, earthquake, fire, storm, flood, ice or other inclement weather, war, explosion, actual or threatened acts of terrorism, strike, acts of any government or other lawful authority, riot, civil commotion, epidemic or trade embargo or any failure of electricity or other fuel or equipment.

18. DISPUTE RESOLUTION

The parties shall attempt in good faith to resolve any dispute arising out of any contract to which these Conditions apply promptly by negotiation between executives who have authority to settle the same and who are at a higher level of management than the persons with direct responsibility for administration of the contract. Any party may give to the other written notice of any dispute not resolved in the normal course of business which they require to be submitted to such negotiation. If within 30 days thereafter the executives of the parties have been unable to resolve matters the parties may agree that the dispute be referred to a single arbitrator to be agreed upon by the parties or in default of such agreement to be nominated by the President for the time being of the Institute of Arbitrators in accordance with the provisions of the Arbitration Act 1996 (as amended

or re-enacted from time to time). For the avoidance of doubt the Company's unpaid charges shall not be considered to be a dispute and the Company shall always be at liberty to commence proceedings before the competent court in respect of any unpaid charges.

19. SEVERABILITY

If any part of these Conditions is judged by any competent court or Arbitration Tribunal to be invalid or unenforceable, the remaining part or parts shall continue in full force and effect.

20. ENTIRE AGREEMENT

- 20.1 These Conditions and the Regulations set out the entire agreement between the Company and the Customer in relation to the matters to which they relate and the Customer hereby acknowledges that it has not relied upon any oral or written representations made to it by the Company, any of its employees, representatives or agents and there are no agreements, understandings, promises or conditions between the parties other than as set out in these Conditions and the Regulations.

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- 20.2 The Customer irrevocably and unconditionally waives any right it may have to claim damages for any misrepresentation whether or not contained in these Conditions or for breach of any warranty not contained in these Conditions unless such misrepresentation or warranty was made fraudulently and/or to rescind any contract to which these Conditions apply.

21. GOVERNING LAW

These Conditions and any Contract to which they apply shall be governed by and construed in accordance with English law and any claim brought against the Company by the Customer, Owner or any other party (unless referred to Arbitration by agreement of the parties) shall be subject to the exclusive jurisdiction of the Courts where the Company has its principal place of business.



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Road Haulage Association

Conditions of Carriage 2009

RHA Membership No 024420 - 000

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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 consignments are in transit.

The Ice Co Logistics Limited, Langthwaite Grange Business Park, Langthwaite Road, South Kirkby, West Yorkshire, WF9 3AP, Company No 6023494, VAT No 450715563, (herein after referred to as the "the Carrier") is not a common carrier and accepts goods for carriage only upon that condition and the Conditions set out below.

No servant or agent of the Carrier 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 compulsory 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 Carrier including any other carrier who gives a Consignment to the Carrier for carriage.

"Contract" means the contract of carriage between the Customer and the Carrier.

"Consignee" means the person or company to whom the Carrier contracts to deliver the Consignment.

"Consignment" 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 sent at one time in one load by or for the Customer from one address to one address.

"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.

"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 Consignment, 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, sender and Consignee.

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2. Parties and Sub-Contracting

- 1) The Customer warrants that he is either the owner of the Consignment or is authorised by such owner to accept these Conditions on such owner's behalf.
- 2) The Carrier and any other carrier employed by the Carrier may employ the services of any other carrier for the purpose of fulfilling the Contract in whole or in part and the name of every other such carrier shall be provided to the Customer upon request.
- 3) The Carrier contracts for itself and as agent of and trustee for its servants and agents and all other carriers referred to in (2) above and such other carriers' servants and agents and every reference in these Conditions to "the Carrier" shall be deemed to include every other such carrier, servant and agent with the intention that they shall have the benefit of the Contract and collectively and together with the Carrier be under no greater liability to the Customer or any other party than is the Carrier hereunder.
- 4) Notwithstanding Condition 2(3) the carriage of any Consignment by rail, sea, inland waterway or air is arranged by the Carrier as agent of the Customer and shall be subject to the Conditions of the rail, shipping, inland waterway or air carrier contracted to carry the Consignment. The Carrier shall be under no liability whatsoever to whomsoever and howsoever arising in respect of such carriage: Provided that where the Consignment carried partly by road and partly by such other means of transport any loss, damage or delay shall be deemed to have occurred while the Consignment was being carried by road unless the contrary is proved by the Carrier.

3. Dangerous Goods

Dangerous Goods must be disclosed by the Customer and if the Carrier agrees to accept them for carriage they must be classified, packed, marked, labelled and documented in accordance with the statutory regulations for the carriage by road of the substance declared.

4. Loading and Unloading

- 1) Unless the Carrier has agreed in writing to the contrary with the Customer:
 - a) The Carrier 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.
 - b) The Customer warrants that any plant, power or labour required for loading or unloading the Consignment which is not carried by the vehicle will be provided by the Customer or on the Customer's behalf.
 - c) The Carrier shall be under no liability whatsoever to the Customer for any damage whatsoever, howsoever caused, if the Carrier is instructed to load or unload any Consignment requiring plant,

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power or labour which, in breach of the warranty in (b) above, has not been provided by the Customer or on the Customer's behalf.

- d) (d) The Carrier shall not be required to provide service beyond the usual place of collection or delivery but if any such service is given by the Carrier it shall be at the sole risk of the Customer.
- 2) The Customer shall indemnify the Carrier against all claims and demands whatsoever which could not have been made if such instructions as are referred to in (1) (c) of this Condition and such service as is referred to in (1) (d) of this Condition had not been given.

5. Signed Receipts

The Carrier shall, if so required, sign a document or electronic record prepared by the sender acknowledging the receipt of the Consignment but the burden of proving the condition of the Consignment and its nature, quantity or weight at the time of collection shall rest with the Customer.

6. Transit

- 1) Transit shall commence when the Carrier takes possession of the Consignment whether at the point of collection or at the Carrier's premises.
- 2) Transit shall (unless otherwise previously determined) end when the Consignment is tendered at the usual place of delivery at the Consignee's address within the customary cartage hours of the district:
Provided that:

- a) if no safe and adequate access or no adequate unloading facilities there exist then transit shall be deemed to end at the expiry of one clear day after notice in writing (or by telephone if so previously agreed in writing) of the arrival of the Consignment at the Carrier's premises has been sent to the Consignee;
- b) when for any other reason whatsoever a Consignment cannot be delivered or when a Consignment is held by the Carrier 'to await order' or 'to be kept till called for' or upon any like instructions and such instructions are not given or the Consignment is not called for and removed within a reasonable time, then transit shall also be deemed to end.

7. Undelivered or Unclaimed Consignments

Where the Carrier is unable for any reason to deliver a Consignment to the Consignee or as he may order, or where by virtue of the proviso to Condition 6(2) hereof transit is deemed to be at an end, the Carrier may sell the Consignment and payment or tender of the proceeds after deduction of all proper charges and expenses in relation thereto and of all outstanding charges in relation to the carriage and storage of the Consignment shall (without prejudice to any claim or

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right which the Customer may have against the Carrier otherwise arising under these Conditions) discharge the Carrier from all liability in respect of such Consignment, its carriage and storage:

Provided that:

- 1) the Carrier shall do what is reasonable to obtain the value of the Consignment; and
- 2) the power of sale shall not be exercised where the name and address of the sender or of the Consignee is known unless the Carrier shall have done what is reasonable in the circumstances to give notice to the sender or, if the name and address of the sender is not known, to the Consignee that the Consignment will be sold unless within the time specified in such notice, being a reasonable time in the circumstances from the giving of such notice, the Consignment is taken away or instructions are given for its disposal.

8. Carrier's Charges

- 1) The Carrier's charges shall be payable by the Customer without prejudice to the Carrier's rights against the Consignee or any other person:
Provided that when any Consignment is consigned 'carriage forward' the Customer shall not be required to pay such charges unless the Consignee fails to pay after a reasonable demand has been made by the Carrier for payment thereof.
- 2) Charges shall be payable when due without reduction or deferment on account of any claim, counterclaim or set-off. If the Customer becomes insolvent or any sums owed by the Customer on any invoice or account with the Carrier become overdue for payment, any credit terms shall be cancelled with immediate effect and all invoices or accounts issued by the Carrier shall immediately be deemed due for payment and thereupon become payable. The Late Payment of Commercial Debts (Interest) Act 1998, as amended, shall apply to all sums due from the Customer.

9. Liability for Loss and Damage

- 1) The Customer shall be deemed to have elected to accept the terms set out in (2) of this Condition unless, before the transit commences, the Customer has agreed in writing that the Carrier shall not be liable for any loss or mis-delivery of or damage to or in connection with the Consignment howsoever or when so ever caused and whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or subcontractors.
- 2) Subject to these Conditions the Carrier shall be liable for:
 - a) physical loss, mis-delivery of or damage to living creatures, bullion, money, securities, stamps, precious metals or precious stones comprising the Consignment only if:
 - i) the Carrier has specifically agreed in writing to carry any such items; and

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- ii) the Customer has agreed in writing to reimburse the Carrier in respect of all additional costs which result from the carriage of the said items; and
 - iii) the loss, mis-delivery or damage is occasioned during transit and is proved to be due to the negligence of the Carrier, its servants, agents or sub-contractors;
- b) physical loss, mis-delivery of or damage to any other goods comprising the Consignment unless the same has arisen from, and the Carrier has used reasonable care to minimise the effects of:
- i) Act of God;
 - ii) any consequences of war, invasion, act of foreign enemy, hostilities (whether war or not), civil war, rebellion, insurrection, terrorist act, military or usurped power or confiscation, requisition, or destruction or damage by or under the order of any government or public or local authority;
 - iii) seizure or forfeiture under legal process;
 - iv) error, act, omission, mis-statement or misrepresentation by the Customer or other owner of the Consignment or by servants or agents of either of them;
 - v) inherent liability to wastage in bulk or weight, faulty design, latent defect or inherent defect, vice or natural deterioration of the Consignment;
 - vi) insufficient or improper packing;
 - vii) insufficient or improper labelling or addressing;
 - viii) riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour howsoever caused;
 - ix) Consignee not taking or accepting delivery within a reasonable time after the Consignment has been tendered.
- 3) The Carrier shall not in any circumstances be liable for loss or damage arising after transit is deemed to have ended within the meaning of Condition 6(2) hereof, whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or sub-contractors.

10. **Fraud**

The Carrier shall not in any circumstances be liable in respect of a Consignment where there has been fraud on the part of the Customer or the owner, or the servants or agents of either, in respect of that Consignment, unless the fraud has been contributed to by the complicity of the Carrier or of any servant of the Carrier acting in the course of his employment.

11. **Limitation of Liability**

- 1) Except as otherwise provided in these Conditions, the liability of the Carrier in respect of claims for physical loss, mis-delivery of or damage to goods comprising the Consignment, howsoever arising, shall in all circumstances be limited to the lesser of
- a) the value of the goods actually lost, mis-delivered or damaged; or
 - b) the cost of repairing any damage or of reconditioning the goods; or
 - c) a sum calculated at the rate of £1,300 Sterling per tonne on the gross weight of the goods actually lost, mis-delivered or damaged;

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and the value of the goods actually lost, mis-delivered or damaged shall be taken to be their invoice value if they have been sold and shall otherwise be taken to be the replacement cost thereof to the owner at the commencement of transit and in all cases shall be taken to include any Customs and Excise duties or taxes payable in respect of those goods:

Provided that:

- i) in the case of loss, mis-delivery of or damage to a part of the Consignment the weight to be taken into consideration in determining the amount to which the Carrier's liability is limited shall be only the gross weight of that part regardless of whether the loss, mis-delivery or damage affects the value of other parts of the Consignment;
 - ii) nothing in this Condition shall limit the liability of the Carrier to less than the sum of £10;
 - iii) the Carrier shall be entitled to proof of the weight and value of the whole of the Consignment and of any part thereof lost, mis-delivered or damaged;
 - iv) the Customer shall be entitled to give to the Carrier notice in writing to be delivered at least seven days prior to commencement of transit requiring that the £1,300 per tonne limit in 11 (1)(c) above be increased, but not so as to exceed the value of the Consignment, and in the event of such notice being given the Customer shall be required to agree with the Carrier an increase in the carriage charges in consideration of the increased limit, but if no such agreement can be reached the aforementioned £1,300 per tonne limit shall continue to apply.
- 2) The liability of the Carrier in respect of claims for any other loss whatsoever (including indirect or consequential loss or damage and loss of market), and howsoever arising in connection with the Consignment, shall not exceed the amount of the carriage charges in respect of the Consignment or the amount of the claimant's proved loss, whichever is the lesser, unless:
- a) at the time of entering into the Contract with the Carrier the Customer declares to the Carrier a special interest in delivery in the event of physical loss, mis-delivery or damage or of an agreed time limit being exceeded and agrees to pay a surcharge calculated on the amount of that interest, and
 - b) at least 7 days prior to the commencement of transit the Customer has delivered to the Carrier confirmation in writing of the special interest, agreed time limit and amount of the interest.

12. Indemnity to the Carrier

The Customer shall indemnify the Carrier against:

- 1) all liabilities and costs incurred by the Carrier (including but not limited to claims, demands, proceedings, fines, penalties, damages, expenses and loss of or damage to the carrying vehicle and to other goods carried) by reason of any error, omission, mis-statement or misrepresentation by the Customer or other owner of the Consignment or by any servant or agent of either of them, insufficient or improper packing, labelling or addressing of the Consignment or fraud as in Condition 10;

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- 2) all claims and demands whatsoever (including for the avoidance of doubt claims alleging negligence), by whomsoever made and howsoever arising (including but not limited to claims caused by or arising out of the carriage of Dangerous Goods and claims made upon the Carrier by H.M. Revenue and Customs in respect of dutiable goods consigned in bond) in excess of the liability of the Carrier under these Conditions in respect of any loss or damage whatsoever to, or in connection with, the Consignment whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or sub-contractors.

13. Time Limits for Claims

- 1) The Carrier shall not be liable for:
- a) damage to the whole or any part of the Consignment, or physical loss, mis-delivery or non-delivery of part of the Consignment unless advised thereof in writing within seven days, and the claim is made in writing within fourteen days, after the termination of transit;
 - b) any other loss unless advised thereof in writing within twenty-eight days, and the claim is made in writing within forty-two days, after the commencement of transit.

Provided that if the Customer proves that,

- i) it was not reasonably possible for the Customer to advise the Carrier or make a claim in writing within the time limit applicable, and
- ii) such advice or claim was given or made within a reasonable time,

The Carrier shall not have the benefit of the exclusion of liability afforded by this Condition.

- 2) The Carrier shall in any event be discharged from all liability whatsoever and howsoever arising in respect of the Consignment unless suit is brought and notice in writing thereof given to the Carrier within one year of the date when transit commenced.

- 3) In the computation of time where any period provided by these Conditions is seven days or less, Saturdays, Sundays and all statutory public holidays shall be excluded.

14. Lien

- 1) The Carrier shall have:
- a) a particular lien on the Consignment, and
 - b) a general lien against the Trader for sums unpaid on any invoice, account or Contract whatsoever. If such lien, whether particular or general, is not satisfied within a reasonable time, the Carrier may sell the Consignment, or part thereof, as agent for the owner and apply the proceeds towards any sums unpaid and the expenses of the retention, insurance and sale of the Consignment and shall, upon accounting to the Customer for any balance remaining, be discharged from all liability whatsoever in respect of the Consignment.

- 2) The Carrier may exercise its lien on its own behalf or as agent for any assignee of its invoices at any time and at any place at its sole discretion whether or not sums have become payable in accordance with Condition 8(2) hereof and whether or not the contractual carriage has been completed and these conditions shall continue to apply during the period of exercise of such lien.

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15. Unreasonable Detention

The Customer shall be liable to pay demurrage for unreasonable detention of any vehicle, trailer, container or other equipment at the Carrier's current rates of demurrage but the rights of the Carrier against any other person in respect thereof shall remain unaffected.

16. Law and Jurisdiction

Unless otherwise agreed in writing, the Contract and any dispute arising there under shall be governed by English law and shall be subject to the jurisdiction of the English courts alone.



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Restricted Goods for Storage and Transport

PRODUCTS – Restrictions outlined in Terms and Conditions

The Ice Company Ltd will retain the right to refuse carriage or storage whether listed as permitted or not

Category

Example

Notes

Foods which cannot be transported or stored within standard temperature regimes of: Chilled = 0 to +5 ^o C; Frozen = -18 ^o C or lower	Certain fruits & vegetables (e.g. bananas), confectionary or any other product that would be adversely affected by carriage & storage at these temperatures	Transport: Foods that require different temperature regime not permitted via Distribution network except with express consent of the Customer; Permitted via dedicated, full load, service Storage: Not permitted, except with express consent of the Customer or by using dedicated facility
Live animals (see also Fish & Shellfish)	Livestock, caged poultry, etc	Not permitted

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Animal carcasses - unprepared	Hanging/unwrapped, unprocessed animal carcasses, e.g. slaughtered but otherwise unprepared livestock, etc	Not permitted
Open food - meat	Hanging/unwrapped loose meat or unwrapped meat in open boxes or dolavs	Transport / Storage: Not permitted
Open food - fruits & vegetables	Loose fruits & vegetables packed with soil in open trays or boxes without lids	Permitted if <i>not</i> packed in soil Transport: <i>If packed in soil</i> , not permitted via Distribution network; Permitted only via dedicated, full load, service Storage: Not permitted
Open food - dairy, etc	Unwrapped blocks of cheese or other dairy products	Transport: Not permitted via Distribution network service Storage: Not permitted
Open foods - liquids	Any uncontained liquids (e.g. fats, yeast, milk, etc in open vats, 'pallecon' containers without lids, etc)	Not permitted
Hatching eggs		Not permitted
Foods with strong odours	Onions, strong cheese, fish & crab (see also Fish & Shellfish)	Transport: Not permitted Storage: Not permitted

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Fish & Shellfish	Fresh fish, shellfish, including live lobster, etc	Transport: Not permitted Storage: Not permitted
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Foods or beverages packed in glass	Foods or beverages in bottles or jars	Transport: Permitted only with special agreement and Storage: Not permitted
Foods considered allergenic or that contain allergens	Nuts, milk, eggs, fish, shellfish, cereals, mustard, celery - includes all ingredients derived from such foods Especially 'bulk' consignments of allergenic goods, e.g. sacks of nuts or cereals, IBC containers of milk, etc	Transport: Permitted only when fully packed/enclosed e.g. when packaged fit for transport in line with General Terms; Bagged or sacked dry products and containers of liquid products permitted only with special agreement and subject to controls on packaging, e.g. dry goods to be double-packed and containers of liquid products must be sealed and not have unprotected taps Storage: Permitted, subject to same controls as for Transport and availability of appropriate storage area
Alcoholic beverages		Transport: Permitted only with special agreement Storage: Not permitted with special agreement

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Any foods containing or comprising products that display Hazard markings or are covered by Carriage of Dangerous Goods Regs 2009, or International Carriage of Dangerous Goods by Road (ADR) Regs	Dangerous Goods in Limited Quantities (according to ADR), e.g. aerosol cream, preservatives, concentrates, extracts, etc.	Transport: Not permitted Storage: Not permitted
	Dangerous Goods or Materials <i>not</i> in ADR Limited Quantities, e.g. any other material marked with coloured warning diamond	Not permitted
Food waste including animal by-products, Categories 1 & 2 (very high & high risk material)	Includes infected or diseased animal carcasses, wild animals & pets, food waste from international transport, fallen stock, etc	Not permitted
Food waste including animal by-products, Category 3 (low risk material), fit - but not intended for - human consumption	Includes returns from retailers & wholesalers, catering waste, goods with manufacturing or packaging defects, etc	Transport: Permitted only when fully packed/enclosed/sealed, e.g. packaged fit for transport, preferably frozen, with no contamination or taint risk to other goods, and with special agreement Storage: permitted with prior permission

Any goods with Hazard markings on packaging or covered by Carriage of Dangerous Goods Regs 2009, or International Carriage of Dangerous Goods by Road (ADR) Regs	Explosives, gases, flammable liquids & solids, oxidising, toxic or corrosive substances, radioactive materials. Includes all chemicals (e.g. cleaning agents, pesticides, etc), fuels & batteries, etc	Not permitted
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Other goods which may be considered Hazardous (even where not covered by regulations above) to food	Pharmaceuticals, biological samples, fertilisers, building materials including paints, etc	Not permitted
Tobacco, perfumes & toiletries		Transport: Not permitted Storage: Not permitted
Packaging materials	Empty plastic trays (palletised), flat-packed or pre-formed cardboard boxes, boxed sacks & bags, wrapping materials, empty pallets	Transport: Permitted only when fully packed/enclosed/sealed (loose items), clean, free of any liquids, with no contamination or taint risk to other goods, and with special agreement No exposed sharp edges, glass bottles or jars Storage: Permitted, subject to same controls as for Transport
Promotional materials; Stationery	Posters, leaflets, exhibition equipment, etc; Paper, forms, non-electronic office equipment	Transport: Permitted only when totally sealed/well packed, clean, free of any liquids, lubricants, batteries, fuels, etc, and with special agreement – <i>please contact our Sales Team;</i> No exposed sharp edges, glass fittings, light bulbs, etc. Storage: Not permitted
Machinery & equipment - food processing	Fridges/freezers, ovens, scales, cutting equipment, etc	Transport: Permitted only when totally sealed/well packed, clean, free of any liquids, lubricants, batteries, fuels, etc No exposed sharp edges, glass fittings, light bulbs, etc. Storage: Permitted but only in specialist areas