



FIRMIN

Alan Firmin Limited
Approved Subcontracted Haulier
Terms & Conditions



FS14033
OHS 99977

Nov 2010 - Version II

INTRODUCTION

As an ISO 9001 registered Company, we are required to maintain a list of Approved Suppliers whose own standards of quality meet with our own. The following notes outline the conditions which will need to be observed by Approved Subcontracted Hauliers (the "Haulier") providing subcontract services for Alan Firmin Ltd (AFL)

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These conditions include the following:

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OPERATIONAL TERMS AND CONDITIONS

All approved Hauliers are required to maintain the professional image of AFL and uphold the high standards of quality and service supplied to our customers. Presentation of vehicles or drivers in breach of the following conditions will result in your removal from Approved Subcontractor status:

1. Vehicle Suitability and Presentation

- a. The Haulier shall provide vehicles that, in the opinion of AFL are fit for the purpose of carrying out the distribution service in a legal and efficient manner.
- b. The Haulier shall be expected to cover the work offered and accepted at the agreed rates, with their own vehicles and drivers. **Further subcontracting is strictly forbidden.**
- c. All vehicles shall be suitable for loading and shall be capable of providing adequate protection to the load carried. The tractor and trailer combination must be capable, physically and legally, of carrying the customer's payload as specified.
- d. The Haulier shall ensure that vehicles are kept clean and presentable. Vehicles shall be externally washed on a frequent basis to maintain a satisfactory and professional appearance.
- e. Curtains shall be watertight and not have any un-repaired cuts or tears. There shall be no evidence of internally protruding bolts or curtain straps, or anything which may damage the load.
- f. Floors must be sound, complete and suitable for loading by powered ride on materials handling equipment. There shall be no evidence of broken, rotten or missing boards or any protruding bolts, screws or nails.
- g. Straps to secure loads must be available and fit for use and must be used by your drivers to secure the load for safe road transport.
- h. Vehicles must comply with ministry standards and display an up-to-date Road Fund Licence, Operators licence and MOT Test Plate.

2. Drivers

- a. The Haulier shall ensure that drivers allocated to perform AFL work are properly qualified and hold a valid licence for the vehicle type driven. We expect you to perform at least bi-annual licences checks.
- b. Drivers shall work within all legal requirements, including but not restricted to the UK traffic laws, EU Drivers hours, European RTD regulations, the Highway Code, smoking laws, mobile phone legislation and seat belt policy.
- c. Drivers representing AFL must be well presented. The wearing of clean, smart uniform / protective clothing is compulsory. The minimum requirement regarding protective clothing is as follows:

- Gloves,
 - High-Viz vest or top,
 - Safety Boots with steel toe caps,
 - Safety Goggles and a Helmet with a chin strap must be carried by all drivers and worn where circumstances dictate,
 - Shorts are not permitted,
- d. The Haulier shall ensure that drivers do not use vehicles or behave in any manner that might bring AFL into disrepute.

3. Site Operations

- a. Hauliers shall ensure that their drivers adhere to local site rules and regulations at all times.
- b. In line with many of our client's own site regulations, along with those of their consignees, we do not allow our drivers to carry unauthorised passengers and/or children under 16. This applies to all approved sub-contractors.
- c. Smoking is not permitted at any time on AFL premises or of those of its customers, including warehouses, loading bays and yard areas, unless specific designated areas have been allocated for this purpose.

4. Loading and Unloading

- a. Drivers shall ensure that they are accepting the correct load in a safe and suitable condition for transportation and that the goods are as indicated on the Delivery Note / Consignment Note. As a minimum, the driver must check and count the number of pallets is correct before signing to accept the load.
- b. Any discrepancies or shortfalls in the load identified after the load has been accepted must be reported to Alan Firmin Ltd personnel at the time of delivery. Failure to report such occurrences may result in delay or non-payment.
- c. Drivers must ensure that they are given all necessary delivery documentation before leaving site.
- d. Hauliers are to ensure that drivers pay special attention to load security, in particular, to overnight security, if this applies. Parking in lay-by's is strictly prohibited.

5. Delivery Clearance and Documentation

- a. Some clients require AFL to make a 'same day' confirmation of the delivery. Where possible, please give your drivers our clearance number – **Tel: 01634 246072**. We do understand that this is not always achievable so please either make this call from your office or oblige fully when a member of our post-delivery teams contacts you for this information.
- b. Drivers shall ensure that the customer signs the driver's copy of the Delivery note as Proof of Delivery. The customer should also print their name (or stamp) and record the date and time of delivery.
- c. Drivers shall record on the delivery note, the arrival and departure time for all deliveries. Any delays / waiting times should also be notified to AFL at the time and within one hour of arriving.
- d. All Proof of Delivery documentation must be duly returned to AFL within **4-working days** of the delivery. **This is really not unreasonable**. Failure to return proof of deliveries to us within one week of the delivery date may result in a deduction of £5.00 for each additional 'late' day being deducted from the previously agreed job rate and is likely to lead to delayed payments to you.
- e. Delivery Notes are the responsibility of the Haulier, until their return to AFL. You should take copies of all POD's prior to posting to us in order that you can prove delivery in the event they become lost in the post. Please retain images for 12-months from date of delivery.
- f. The Haulier / driver must contact AFL if:
 - A load has been damaged or has slipped during transit.
 - The consignee communicates any query or complaint to the driver before the vehicle leaves the customer's premises.
 - The collection or delivery is delayed; charges will not be accepted unless agreed in writing,

- The customer refuses to sign for or return any/all of the signed Proof of Delivery notes,
 - If any load or part load is rejected,
- g. The haulier shall, as soon as reasonably practicable, notify AFL of any accidents which occur prior or during delivery involving any relevant vehicles or employees or whilst at any of our client location's.

6. Haulage Rates & Self Billing

At the time of accepting work from us, we will agree a rate with you and will fax or e-mail you accordingly with all necessary details. This rate will include any surcharges that may apply at the time and will be subject only to VAT. Any subsequent charges you believe are incurred must be confirmed and agreed in writing.

AFL operates an approved HMRC Self Billing payment system for all subcontractors. This means that you do not need to issue a sales invoice to us for payment. At the end of each calendar month, we will produce a self bill for each delivered consignment, assuming we have received the Proof of delivery notes back in time. We will add the appropriate VAT and post you this document for your records, usually within 10 days of month end. This Self Bill will contain your own VAT number.

You will then receive remittance from us, ideally by BACS, at the end of the month following. For instance, we will pay you for February work at the end of March.

In signing and returning these Approved Subcontractor Terms and Conditions, you agree to the Alan Firmin Ltd sub-Contractor Self Billing scheme agreement as follows;

- 1) **Not to issue sales invoices to us in respect of services supplied;**
- 2) **To receive monthly sales invoices prepared by AFL, which fully comply with UK VAT regulations;**
- 3) **To notify Alan Firmin Ltd in writing if your address or VAT number changes or it is cancelled;**
- 4) **To provide a copy of your VAT registration certificate;**
- 5) **To produce on request a copy of your most recent VAT return (blank return is acceptable)**
- 6) **Any overpayments will be notified to you in writing and recovered by deduction from future payments;**

7. Non-Conformance

As a quality Approved and audited operator, AFL operates a Non-conformance system. In the unlikely event that we have a failed delivery issue, we will require you to complete and submit our complaint form as part of our Quality procedures. This information may be used from time to time as part of our supplier reviews and ratings.

8. Hauliers Liability

- a. All transported goods are to be carried in accordance with the latest RHA Conditions of Carriage,
- b. The Haulier shall not require any title in the goods nor acquire a lien of any nature over the goods at any time,
- c. Hauliers shall be liable for discrepancies / damage / loss in accordance with current RHA Conditions of Carriage unless alternative conditions have been agreed in writing between AFL and the Haulier. Different or additional conditions may apply to specific contracts and these will be notified to the Haulier by AFL and advised in writing prior to commencement.

9. Insurance Requirements

- a. As professional hauliers, AFL expects all approved Sub-contractors to hold the following. **Please note the specified uplifted goods in transit requirements for certain contracts;**
 - Valid Employers Liability Insurance, *Not less than £5 million,*
 - Valid Public / Product Liability Insurance, *Not less than £5 million,*
 - Valid Motor Fleet Insurance, -
 - A Valid Operators Licence, -

- Valid Goods in Transit Insurance, *RHA 1998 £1300.00 per tonne*
 - With these exceptions:
 - Constantia **Increased** to £5000.00 Per Tonne,
 - Morrison's PLC **Increased** £100,000 Per Load,
 - Whirlpool UK Ltd **Increased** £3000.00 Per Tonne,

We do not keep copies of these certificates and/or policies nor do we wish to waste both your and our valuable time by requesting them or Broker submissions on an annual basis. However, in accepting these conditions to be an approved sub-contractor, you agree to hold the above as minimum cover and ensure that cover is valid and in-force prior to accepting our offer of subcontracted work.

10. Health & Safety

- a. Under Health & Safety legislation, it is the duty of the driver, whilst at work, to take reasonable care for the health and safety of himself and other people who may be affected by his acts or omissions at work.

11. Compliance

- a. During and after this agreement, the haulier and their drivers must keep confidential any information relating to AFL business which may be learned during the performance of the agreement, unless it is public knowledge, or the haulier has received information from a third party that is entitled to disclose it.
- b. The Haulier shall ensure that the driver understands and complies with these Operational Terms & Conditions for Subcontracted Hauliers.
- c. Regular, minuted reviews may be required to ensure full compliance of these Terms & Conditions for Subcontracted Hauliers.

12. Termination

- a. Without prejudice to any other rights and remedies to which it may be entitled, AFL shall be entitled to remove the haulier from the Approved Subcontractors list and terminate without any liability to the haulier by giving notice at any time if;
 - The Haulier makes any voluntary arrangement with its creditors (within the meaning of the insolvency Act 1986) or (being a company) becomes subject to an administration order or goes into liquidation (other than for the purpose of amalgamation or reconstruction)
 - A receiver is appointed, of any of the property or assets of the Haulier,
 - The Haulier ceases, or threatens to cease, to carry on business,
 - AFL reasonably believes that any of the events mentioned above is about to occur in relation to the Haulier and notifies the Haulier accordingly,
- b. Failure to adhere to the Terms & Conditions set out in this document will result in the Haulier being permanently removed from the Alan Firmin Subcontractors List.

Alan Firmin Ltd, Mid-Kent Business Park, Sort Mill Road, Snodland, Kent, ME6 5UA

Tel:	01634 241200	Fax:	01634 241318
E-mail	transport@alanfirmin.co.uk	Emergency	07889 167557

Traffic office is open 24-hours from 05:00 Monday – 14:00 Saturday.

Please sign, print, date and return the following Acceptance page (**Page 6**) confirming your agreement to these Approved Sub-Contracted Haulier Terms and Conditions, dated April 2009 (Version I) and return in the self-addressed envelope enclosed.

If you wish to be removed as a supplier or no longer seek subcontract work opportunities, then please tick the box on the following page and return it in the self-addressed envelope enclosed.

You will be automatically removed as a supplier if this is not received back to us with in 28-days of the 'Date of issue' below.

Date of Issue _____



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By signing and returning this form, I declare that I, on behalf of the Company listed below, have received, read and agree to abide by the AFL Approved Subcontracted Haulier Terms and Conditions. I understand that these Condition apply to all subcontracting carried out by us on your behalf.

Furthermore, I understand that failure to comply with these Terms and Conditions may result in our permanent removal from the AFL Approved Haulier Listing.

OR

Please remove us from your database, we no longer wish to be a Sub-contract supplier to Alan Firmin Ltd (Tick box)

Date of Issue _____

Name of Contractor: _____

Authorised Signatory: _____

Print Name: _____