

TERMS AND CONDITIONS OF CARRIAGE



Hales Freight Ltd. (hereinafter referred to as “The Carrier”) accepts goods for carriage subject to the conditions (hereinafter referred to as “these conditions”) set out below. No agent or employee of the Carrier is permitted to alter or vary these conditions in any way unless he is expressly authorised to do so.

1. DEFINITIONS

In these conditions the following expressions shall have the meanings hereby respectively assigned to them, that is to say: “CARRIER” means Hales Freight Ltd. and shall include subcontractors and any other carrier within Clause 4. “TRADER” shall mean the customer who contracts for the services of the Carrier. “CONSIGNMENT” shall mean goods in bulk or contained in one parcel or package, as the case may be, or any number of separate parcels or packages sent at one time in one load by or for the Trader from one address to another address. “DANGEROUS GOODS” shall mean goods that are so specified in the Merchant Shipping Acts, 1894-1970 and any amendments thereto or acts passed in substitution there-of and shall include radioactive materials of all kinds. “SUB-CONTRACTING PARTIES” includes all persons (other than the Carrier and the Trader) referred to in Clause 4(3).

2. LEGISLATION

If any legislation is compulsorily applicable to any business undertaken, these conditions shall as regard such business be read as subject to such legislation and

nothing in these conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these conditions be repugnant to such Legislation to any extent such part shall as regards such business be void to that extent but no further.

3. THE CARRIER IS NOT A COMMON CARRIER

The Carrier is not a Common Carrier and will accept goods for carriage only on these conditions.

4. PARTIES AND SUBCONTRACTING

- 1.** Traders entering into transactions of any kind with the Carrier expressly warrant that they are either the owner or the authorised agents of the owners of any goods to which the transaction relates and further warrant that they are authorised to accept and are accepting these conditions not only for themselves but also as agents for and on behalf of all other persons who are or may thereafter become interested in the goods.
- 2.** The Carrier may employ the services of any other Carrier for the purposes of fulfilling the Contract. Any such other **Carrier** shall have the like power to sub-contract on like terms.
- 3.** The Carrier enters into the Contract for and on behalf of itself and its servants, agents and sub-con-tractor and their sub-contractors, servants, agents and sub-contractors. all of whom shall be entitled to the benefit of the Contract and shall be under no liability whatsoever to the Trader or anybody claiming through the Trader in respect of the goods in addition to or separately from that of the Carrier under the Contract.
- 4.** The Trader shall save harmless and keep the Carrier indemnified against all claims or demands whatsoever by whomsoever made in excess of the liability of the Carrier under these conditions.

5. CARRIAGE BY SEA AND AIR

Hales Freight Ltd. arranges the carriage of goods by sea/air only as the agent of the Customer for procuring such a sea/air carriage contract between the Customer and the shipping company/airline concerned. In no circumstances does Hales Freight Ltd. contract as a sea/air carrier, or as the agent of a sea/air carrier.

6. DANGEROUS GOODS

- 1.** Except under previous arrangement made in writing the Carrier will not accept or deal with any dangerous goods. If the Carrier agrees to accept dangerous goods for carriage, such goods must be accompanied by a full declaration of their nature and contents and be properly and safely packed in accordance with any statutory regulations for the time being enforce and governing such transport.
- 2.** The Trader shall indemnify the Carrier against all loss, damage or injury howsoever caused arising out of the carriage of the dangerous goods, whether declared as such or not.
- 3.** Should any Trader, without previous arrangement made in writing with the Carrier, nevertheless deliver any dangerous goods to the Carrier or cause the Carrier to handle or deal with any dangerous goods, the Trader shall be liable for all loss or damage caused by or to or in connection with such goods howsoever arising and shall indemnify the Carrier against all penalties, claims, damages, costs and expenses arising in connection therewith and such goods may be destroyed or otherwise dealt with at the sole discretion of the Carrier without notice or compensation to the Trader.

7. LOADING AND UNLOADING

- 1.** When collection or delivery takes place at the Trader's premises the Carrier shall not be under any obligation to provide any plant, power or labour which, in addition to the Carriers carmen, is required for loading or unloading at such premises.
- 2.** Any assistance given by the Carrier beyond the usual place of collection or

delivery shall be at the sole risk of the Trader, who will save harmless or keep the Carrier indemnified against any claim or demand which could not have been made if such assistance had not been given.

- 3.** Goods requiring special appliances for unloading from the vehicle are accepted for carriage only on condition that the sender has duly ascertained from the consignee that such appliances are available at destination. Where the Carrier is, without prior arrangement in writing with the Trader, called upon to load or unload such goods the Carrier shall be under no liability whatsoever to the Trader for any damage howsoever caused, whether or not by negligence of the Carrier, and the Trader shall save harmless and keep the Carrier indemnified against any claim or demand which could not have been made if such assistance had not been given.
- 4.** The Carrier or its servants or agents shall determine that safe and adequate access exists at the place of collection or delivery but if the Trader or consignee requires delivery to be made at a place otherwise than that determined by the Carrier, its servants or agents the Trader or consignee shall keep the Carrier indemnified against any claim or demand for any damage howsoever caused.

8. CONSIGNMENT NOTES

The Carrier shall, if so required, sign a document prepared by the sender or Trader acknowledging the receipt of the consignment but no such document shall be evidence of the condition or of the correctness of the declared nature, quantity, or weight of the consignment at the time it is received by the Carrier.

9. TRANSIT

- 1.** Transit shall commence when the consignment is handed to the Carrier whether at the point of collection or at the Carriers 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 with the customary cartage hours of the district.

Provided:

- a.** that if no safe and adequate access or no 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; and
- b.** that 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 be deemed to end.

10. UNDELIVERED OR UNCLAIMED GOODS

Where the Carrier is unable for whatever reason to deliver a consignment to the consignee, or as he may order or where by virtue of the proviso to Clause 9(2) hereof transit is deemed to be at an end the Carrier may sell the goods and payment or tender of the proceeds after deductions of all proper charges and expenses in relation thereto and all outstanding charges in relation to the carriage and storage of the goods shall (without prejudice to any claim or right which the Trader may have against the Carrier otherwise arising under these conditions) discharge the Carrier from all liability in respect of such goods, their carriage and storage.

Provided that:

- a.** the Carrier shall do what is reasonably necessary to obtain the value of the consignment; and
- b.** the power of sale shall not be exercised where the name and address of the sender of the consignee is known unless the Carrier shall have done what is reasonably necessary 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 goods 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 goods are taken away or instructions are given for their disposal.

11. CARRIER'S CHARGES

1. The Carrier's charges for carriage shall be payable by the Trader without prejudice to the Carrier's rights against the consignee or any other person. Provided that when goods are consigned "carriage forward" the Trader 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 payments thereof.
2. Except where the quotation states otherwise all quotations, based on a tonnage rate shall apply to the gross weight, unless the goods exceed 2.8 cubic metres in measurement per tonne weight, in which case the tonnage rate shall be computed upon and apply to each measurement of 2.8 cubic metres or any part thereof.
3. A claim or counterclaim shall not be made: the reason for deferring or withholding payment of monies payable, or liabilities incurred, to the Carrier.

12. TIME LIMIT FOR CLAIM

The Carrier shall not be liable:

1.
 - a. for loss from a package or from an unpacked consignment. or
 - b. for damage, deviation, misdelivery, delay or detention; unless he is advised thereof in writing otherwise than upon a consignment note or delivery document within three days, full particulars of such claim to be notified in writing within seven days after the termination of transit as herein provided.
2. For loss or non-delivery of the whole of the consignment or of any separate package forming part of the consignment: unless he is advised of the loss or non-delivery in writing (other than upon a consignment note or delivery document) within twenty-eight days and full particulars of such claim should be made in writing within forty-two days after the commencement of transit.

13. LIABILITY FOR LOSS AND DAMAGE

- 1.** The Carrier shall not be liable for any loss or mis delivery of or damage to goods howsoever caused or occasioned during transit by sea or air.
- 2.** Save as otherwise provided for herein all warranties and representations whether expressed, or implied by section 39 of the sale of Goods and Supply of services Act, 1980 or otherwise by law are hereby expressly excluded.
- 3.** The Carrier shall not be liable for any loss, or misdelivery of or damage to goods which has arisen from;
 - a.** Act of God;
 - b.** Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection; military or usurped power of confiscation, requisition, destruction of, or damage to property by or under the order of any government or public or local authority.
 - c.** Seizure under legal process;
 - d.** act or omission of the Trader or owner of the goods or of their servants or agents;
 - e.** inherent liability to wastage in bulk or weight, latent defect or inherent defect, vice or natural deterioration of the goods;
 - f.** insufficient or improper packing, labelling or addressing;
 - g.** riots, civil commotion, lockouts, general or partial stopping or restraint of labour from whatever cause;
 - h.** consignee not taking or accepting delivery within a reasonable time;
 - i.** fraud on the part of the Trader or the Owner of the goods or their servants or agents in respect of the consignment.
 - j.** Any damage to goods which have been loaded into or onto a container or other unit load instrument and sealed by the sender or trader and received as such by the Carrier and entered at the usual place of delivery at the consignee's first address with the seal unbroken;

- k.** indirect or consequential damage.
- l.** Loss arising from the perishable, hazardous, fragile or brittle nature or the mechanical derangement of the goods, or loss of a particular market (whether held daily or at intervals).

14. LIMITATION OF LIABILITY

- 1.** Subject to these Conditions the liability of the Carrier in respect of any one consignment shall in any case be limited; Where the loss or damage however sustained is in respect of the whole of the consignment to a sum at the rate of £1,300 per tonne (for UK £ account holders) and €1,300 per tonne (for EU € account holders) on the gross weight of the consignment.
- 2.** Where loss or damage however sustained is in respect of part of a consignment to the proportion of the sum ascertained in accordance with (l) of this condition which the actual value of that part of the consignment bears to the actual value of the whole of the consignment.

Provided that:

- a.** Nothing in this clause shall limit the Carriers liability below the sum of £10 (for UK £ account holders) and €10 (for EU € account holders) respect of any one consignment;
- b.** The Carrier shall be entitled to require proof of the value of the whole of the consignment.

15. LIEN

The Carrier shall have a special lien on all goods for charges thereon and a general lien against the owner of any goods for any monies whatsoever due from such Owner to the Carrier. If any lien is not satisfied within a reasonable time the Carrier may at its absolute discretion sell the goods as agents for the owner and apply the proceeds towards the monies due and the expenses of the sale, and shall upon accounting to the Trader for the balance remaining, if any, be discharged from all liability whatsoever in respect of the goods.

16. UNREASONABLE DETENTION

The Trader shall be liable for the cost of unreasonable detention of vehicles, containers, and sheets but the Carrier's rights against any other person shall remain unaffected.

17. No insurance will be affected except upon express instructions given in writing by the Trader and all insurances effected by the Carrier are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. The Carrier shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy. Should the insurers dispute their liability for any reason the insured shall have recourse against the insurers only and the Company shall not be under any responsibility or liability whatsoever in relation thereto notwithstanding that the premium on the policy may not be at the same rate as that charged by the Carrier or paid to the Carrier by the Trader.

18. COMPUTATION OF TIME

In the computation of time where the period provided by these conditions is seven days or less, the following days shall not be included; Sunday, Good Friday, Christmas Day or a Bank Holiday.

19. LAW OF THE CONTRACT

These conditions, and any act or contract at which they apply shall be governed by the laws for the time being enforce. of the Republic of Ireland and the United Kingdom.



hales FREIGHT

GET IN TOUCH

Dublin Depot

📍 Unit 611 Kilshane Avenue
North West Business
Park Phase 3
Ballycoolin, Dublin 15,
D15 C528

☎ +353 1 855 2555

Waltham Abbey Depot

📍 Peartree Farm
Holyfield Road
Holyfield, Waltham Abbey,
Essex.
EN92EW

☎ +44 1279 421122

Widnes Depot

📍 Gorse Industrial Estate
Johnsons Lane
Widnes, WA8 OSJ

☎ +44 151 257 7222

Wednesbury Depot

📍 Unit 7 Moorcroft 9
Patent Drive
Wednesbury,
WS 10 7XD

☎ +44 121 502 4434

hales FREIGHT