

## **Definitions of Terms Used**

In these terms, the words or phrases below will have the following meanings: You, your – the customer who asks us to provide a delivery service, including any employee, agent, or subcontractor acting on your behalf. We, our, us – Final Step Logistics \* or any of its subsidiaries. Consignment – any item or items we carry for you from one address to another, including any packaging.

Dangerous goods – anything you may ask us to deliver that could put the health and safety of other people at risk. This includes (but is not restricted to), explosives, radioactive material, and items requiring specialist treatment or handling during transportation.

Proof of delivery – a signature or company stamp obtained from the consignee acknowledging that the consignment has been received.

## **General Points**

These are the terms under which we trade with you and they override any previous agreement between us. They cannot be changed or varied unless our managing director agrees in writing. These terms will also override any terms or conditions you may seek to impose on your suppliers from time to time.

We are not a common carrier, and reserve the right at our absolute discretion to:

- Subcontract any part or parts of a delivery by employing the services of any other person, firm, or company who shall also have the power to subcontract.
- Refuse to accept any consignment or part thereof for delivery.
- Refuse to accept dangerous goods for delivery.
- When you ask us to make a delivery on your behalf, you will be deemed to have accepted these terms. ● Our liability to you is limited, and explained in detail below.
- These terms are intended to be reasonable to both of us, and if any part of them should prove to be unenforceable or void in law, then it will not affect the rest.
- If, for any reason, either of us chooses not to exercise any rights contained in these terms, then that will not be regarded as a waiver of those rights for the future.
- English law governs this agreement between you and us, and any dispute will be dealt with in the English courts.

## **Our Rights and Obligations**

We may refuse to accept a consignment for delivery, or any part of it. We may also inspect a consignment if we believe that these terms may have been breached (for example, to check for dangerous goods).

We can use any method or route to deliver your consignment, including using subcontractors or agents. Your rights will not be affected where subcontractors are used by us. No subcontractor or agent shall be under any greater liability to you than we are, and we enter into this agreement with you on the basis that they are entitled to the limits of liability contained in these terms.

Any consignment which includes handball will include delivery to a reception area or to a loading bay adjacent to where the vehicle is parked. Any delivery to a residential property includes delivery to the doorstep of the ground floor. Any delivery which includes room of choice is to one room within a property this is chargeable and will show on an invoice as a separate charge to anything else and charged per 30 minutes as standard fee. This payment covers damage to goods during delivery, damage to property during the delivery and covers the public and driving team. Any additional delivery requirements will need to be discussed in advance of booking

and will be at our discretion. If a room of choice is carried out without a separate charge on invoice then the



sender and recipient is fully liable for damage to goods during delivery, damage to property, public liability and any personal injury to the driving team. Customers at the delivery point can be asked to sign a delivery company disclaimer if the charge is being waived.

Deliveries and Room of choice deliveries will only take place if safe to, this is down to the delivery team when on site. We do not make a room of choice delivery if the delivery team needs to use a spiral staircase, non-standard staircase without landings, staircase less than 36 inches wide or a step less than 9 inches or with carpet on, all steps must have an anti-slip bar if using stairs the staircase must be open or with a ceiling lower less than 88 inches. Access to the building and rooms must be a minimum of 32 inches wide opening. If goods are loaded on a pallet the pallet must be taken at delivery point if it is not there is a charge to dispose of it.

The standard driving hours in the UK can be found. <https://www.gov.uk/drivers-hours/gb-domestic-rules> . Any work carried out by us falls within the law including the max weight of the vehicle booked. It is the customers' responsibility to set achievable workloads that remains inside the law and take into account delivery of goods and traffic on route. All routes set must take into consideration the return journey when setting the workload. If the customer breaks the law it is our duty to report this for the safety of our driving teams, mental wellbeing and the safety of others.

If delivering a planned set route by you the customer we will do so as effectively as possible. If the customer is paying for a return mileage then all the working hours can be utilised by the customer. If the customer is not paying for the return mileage, then the route must allow sufficient time to collect and deliver a return trip. If a return trip is not viable within the remaining hours then the customer is liable for all return mileage back to the starting point.

We will use our reasonable endeavours to deliver your consignment within the time you request, but unless we expressly agree in writing before accepting your consignment for delivery, we will not be liable for any loss or expenses you may suffer if the consignment is not delivered on time.

We will take all reasonable steps to obtain a proof of delivery at the time of delivery, and that proof of delivery will be conclusive evidence that the consignment was delivered complete and in good order, unless the consignee marks otherwise at the time of delivery. We will not be liable for any loss or mis-delivery where delivery has been made in good faith to a person claiming to be the consignee, or an employee, subcontractor or agent of the consignee.

If you require a proof of delivery after delivery has been made, then we will endeavour to provide this to you, providing your request is made within 30 days from the date of despatch. Requests made later than this will be dealt with at our absolute discretion. Settlement of our charges will not be conditional upon you receiving proofs of delivery, and you cannot delay or withhold payment pending receipt of proofs of delivery, irrespective of when any request was made to us.

We will retain electronic copy proofs of delivery obtained by us and any other associated documentation relating to deliveries for a minimum period of 6 weeks from the date of collection. After that we may destroy these items without any reference or obligation to you.

We will make one attempt to deliver your consignment, but if we cannot do so, we will have the option to make a second attempt, or deliver to an alternative address provided by you, or return the consignment to you. Any of these alternatives will be at your cost, but we will contact you first to agree the best option. If we still cannot deliver your consignment, we will contact you for further instructions.

If the consignment still cannot be delivered, we will give you 10 days' notice that we intend to sell or dispose

of the consignment. Any proceeds of sale (net of expenses) or costs of disposal will be applied to your account with us.



We may keep hold of your consignments until you have paid any amounts you owe us, even though these amounts may not relate to the items held. We may then sell the items held, but only after we have given you 14 days' notice in writing. Any proceeds (net of expenses) will be applied to your account with us.

It is the customers responsibility to check the item(s) of the collection when loading the vehicle and to make the driving team aware of what item(s) are for which drop if more than one. Where we are required to sign to acknowledge collection of your item(s), then that signature will not be regarded as evidence of the condition of the goods or for the checking of item(s) or quantities. It is only proof of time and date of collection. If you, the customer, wish us to check the item(s) for condition, that the correct item(s) are loaded and the correct quantities, this is then chargeable, and a separate line will be on your invoice. For us to check and to assume liability, training must be provided to the driving teams at the customers' cost so the teams are fully knowledgeable in the item and know what it is they are checking. If there is no charge for the time it takes to check the collection then there is no claim which can be made for loss, damage or part deliveries due to missing item(s).

If we are kept waiting or loading longer than 30 minutes at either the collection address or delivery address, we may charge you an additional amount, this being our standard hourly rate of the vehicle in question.

We will not be liable for any consequential or economic loss or damage suffered by you or any third party. Our liability is strictly limited to the cost of replacement of, or repair to, the goods sent in the consignment, subject to the limits and conditions given below.

We will not be liable for any loss or damage to the consignment, or for any delay or mis-delivery if the cause was any of the following:

- War, terrorism, riot, strike, lock out, or any similar action.
- Natural disasters (e.g. floods), poor or extreme weather conditions (incl. met office warnings) ●
- The consignment being seized or detained by any public authority.
- Incorrect or insufficient address given on the consignment, consignment note, or manifest. This includes any omission or ambiguity of information provided by you.
- Incorrect or insufficient packaging of the consignment.
- Natural wastage of a perishable or fragile consignment.
- Traffic congestion or delay.
- Any other event reasonably beyond our control.

If the loss or damage is our fault, then our liability to you is limited to £2.50 per kilogram, up to a maximum of 1000kg per consignment; our insurance excess is set at £250. If these limits are not sufficient for your requirements, then we can provide extra insurance cover on individual consignments for an additional charge. You must notify us in writing before we collect from you, and agree to pay the extra amount. Alternatively, we can provide additional 'blanket' cover on all your consignments for an additional charge, the terms of which must be agreed in writing by us before any extra cover is in place.

There are certain items we cannot accept liability for on any of our services. These include but are not limited to cash, notes, money orders, vouchers, credit cards, stamps, deeds, passports, tickets, travellers' cheques, jewellery, precious stones, watches, precious metals, works of art, antiques, china, glass, living creatures, unboxed/non palletised items, and any similar valuable articles.

If we are to consider any claim for non-delivery, late delivery, or loss or damage to any consignment, you must submit a completed claim form to us within 24 hours of delivery for any shortage or damage, and within 14

days of despatch for any loss items. We will be entitled to ask you for written evidence to establish the value of the loss or damage (for example, a copy invoice from the supplier and a copy of the replacement invoice).



We may ask you to obtain an estimate for repair of damaged goods, if appropriate, and reserve the right to pay only the repair value.

If a claim for damage is settled and a replacement item sent, the damaged goods automatically become our property, and should be returned to us immediately.

You must still continue to pay our invoices in full as they become due, even though you may have submitted a claim to us.

From time to time, we may incur additional expenses in the course of delivering your consignments. These may be tolls, parking charges, rubbish disposal charges, or similar items. If we incur any such expenses, we will invoice them to you with normal delivery charges, and you will pay them within our credit terms.

Any quotation or estimate of charges given to you will be valid for 30 days, unless the quotation states otherwise. If you accept our quotation, delivery must take place within 30 days of the quotation date, otherwise revised charges may apply. We will only be bound by written quotations accepted by you, and your acceptance will be deemed to have been given when you ask us to make the delivery quoted for. Verbal quotations or estimates are expressed as a guide only, and will not be binding on us.

We may change our charges or these terms from time to time, but if we do we will give you advance notice.

We may, at our absolute discretion, withdraw credit facilities at any time. If we do, then all invoices will become immediately payable, irrespective of any credit terms or payment dates previously agreed between you and us.

### **Your Rights and Obligations**

Before asking us to deliver a consignment, you must make sure of the following: –

- If you are not the owner of the goods, you have the owner's permission to enter into this agreement and ask us to make a delivery.
- The goods in the consignment are not dangerous goods and do not present any health or safety risks, and the handling or possession of them is not a criminal offence, nor breaches any relevant statute or regulation.
- Only those individuals duly authorised by you can make bookings with us, and they will supply to us (at the time of booking) any reference or purchase order you require to be shown on our invoices in order to process them for payment. If you fail to provide us with this information, or if the information is not correct, you will not be able to withhold payment at a later date.
  - The consignment is properly addressed and packaged. If, in our opinion, the packaging is not sufficient, we may either refuse to deliver it, or may repack it to the required standard. A reasonable charge will be made to you for any such repackaging.
- You have made any necessary insurance arrangements (either with us or a third party) to provide the level of cover required, having regard to these terms.
- You will pay our invoices (including any VAT) in full and without deduction (apart from credit notes raised by us) within the specified terms on the invoice received and in sterling. Any claims or demands from HM Customs in respect of dutiable items must be paid on demand.
- You will raise any query you may have on our invoice within seven days of the invoice date, and in writing, to our accounts department. After that time, you will be deemed to have accepted our invoice as correct, and will make payment within our agreed terms.
- If you are in breach of any of these terms, you will be liable for any loss or expenses suffered by us as a result.

- If your consignment needs special equipment (e.g. a forklift truck) or manpower to be loaded or unloaded, you must make sure it is available at both delivery and collection addresses. If such is not



available, you will be liable for any resulting costs, which may include waiting, storage, or redelivery charges.

- Unless we are shown to be at fault, you will indemnify us for any claims or losses arising from our delivering consignments for you.
- If you make a claim for damage to your consignment, you will keep (or arrange to keep) that consignment and all its packaging in a safe place and to one side in case we, or our loss adjusters, need to make inspection in the course of an investigation.

We have invested significant time and money in recruiting and training staff and engaging the services of courier subcontractors. If you engage, directly or indirectly (or arrange to engage on behalf of anyone else), any of our employees or subcontractors within 3 months of them leaving us, you will accept a charge from us of £2000 as compensation. If the account is lost due to poaching then you will agree to a fee equal to the last three months' gross earnings of the account. We both agree that this is a fair estimate of our costs of replacing that person.

### **Chargeable Fees**

From time to time, we may charge you for additional costs. We will invoice them to you with normal delivery charges, and you will pay them within our credit terms.

These will include but are not limited to the following:

- An overload charge of 1<sup>st</sup> fine £100 after that £500 if the vehicle is more than 5% over the payload weight capacity for the vehicle booked (Payload capacity can be found on Final Step Logistics website)
- If the vehicle is stopped for weight checks and found to be overweight, there is a minimum fine of £1000 imposed and all costs incurred to Final Step Logistics will be passed to you.
- If the vehicle is found to be more than 10% over payload weight and fails an overweight check you will also be charged for a secondary vehicle to collect and deliver the overspill consignments as well as a handling charge to cross load it onto the vehicle. Any wait time for the second vehicle will also be charged.
- Wait time of £15 per 15minute period after the first 30 minutes.
- All invoices must be paid by the due date stated on each invoice as a minimum. Any invoice which is paid after this date will incur late fee interest which will be charged at 5% per week. If we are required to take legal action or seek debt recovery action to recover payment from you, our claim will include interest and all associated costs of such action including an additional charge of £125.
- Goods Handling overweight fee of £50 if over 5% over the legal requirement of 25kg per one person, 33kg per two person.
- If a consignment arrives at delivery location and requires a second person you will be charged wait time plus the costs incurred of bringing the second person to delivery point. You will also be charged a fixed fee of £45 for the second person handball.

### **Standard Fees**

- We offer a wide range of services of which standard fees are applied. Any alternative or additional charges outside of the standard fees must be pre agreed in advance and stated in writing to supersede

the standard fees.



### Cancellation Fees

- Cancellation fees are as follows:

24 hours before collection	Free	
Within 24 hours	£25	
on route to collection	50% of total cost	Or min charge £35
On collection site	100% of total cost	Or min charge £50
Goods on board	100% of total cost	

\*Final Step Logistics  
is the trademark used by:  
FSL Holdings Enterprise Limited  
Company Registration No. 12828212  
VAT Registration No. 358 1856 65

Terms of Business for Warehousing, Storage, and Related Services (UK):

[www.finalsteplogistics.co.uk/terms-of-business-for-warehousing-storage-services.pdf](http://www.finalsteplogistics.co.uk/terms-of-business-for-warehousing-storage-services.pdf)