



# Road Haulage Association Limited

## CAR TRANSPORTERS GROUP - CONDITIONS OF CARRIAGE 2024

### Effective October 2024

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.

#### Company Stamp or details

QUINNS CAR TRANSPORT  
Park House  
Manor Road  
Kiveton Park Station  
Sheffield  
South Yorkshire  
S26 6PB

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(hereinafter referred to as "the Transporter") is not a common carrier and accepts vehicles for carriage only upon that condition and on the conditions set out below (the Conditions). No servant or agent of the Transporter is permitted to alter or vary these Conditions in any way unless expressly authorised to do so in writing by a Director of, Principal of, or Partner in the Transporter, or by another person separately authorised by such a person in writing. If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Conditions. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose, have agreed or incorporate, and to the exclusion of any terms which might be implied by trade, custom, practice or course of dealing. It is expressly stated to be the Customer's responsibility to read and understand these Conditions which will form the basis of the Contract under which any claims or disputes are settled. Customers are recommended to take professional advice and must arrange adequate insurance to provide full cover for the Consignment, and any liabilities they may be under in respect of it, when the Consignment is in transit.

#### 1. DEFINITIONS

In these conditions the following expressions shall have the meanings respectively assigned to them:

"**Customer**" means any person or company who contracts for the services of the Transporter, including any other transporter who gives a Consignment to the Transporter for carriage.

"**Contract**" means any contract which is entered into between the Transporter and the Customer for the transport, movement and/or storage of Motor Vehicle(s) which shall only be accepted by the Transporter subject to these Conditions which shall be deemed to be incorporated in any such contract.

"**Consignee**" means the person or company to whom the Transporter contracts with the Customer to deliver the Consignment to.

"**Consignment**" means one or more Motor Vehicle(s) sent or consigned at one time from one address to one address.

"**Force Majeure Event**" shall have the meaning set out in Condition 10(2)(b).

"**Motor Vehicle(s)**" means any mechanically propelled vehicle(s) designed for use on roads and whether fully assembled or not.

"**Transporter(s)**" (whether in regard to carriage or storage or otherwise) means the Member Company, its sub-contractors and their respective agents or servants.

#### 2. PARTIES AND SUB-CONTRACTING

- (1) The Customer warrants that they are either the owner of the Consignment or is authorised by the owner to accept these Conditions on their behalf; and that they are similarly authorised by all those having a proprietary or possessory interest in the Consignment, to accept these Conditions on their behalf.
- (2) The Transporter and any other transporter employed by the Transporter may employ the services of any other transporter for the purpose of fulfilling the Contract in whole or in part; and the name of every other such transporter shall be provided to the Customer upon request. The Transporter may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract, to the extent permitted by law.
- (3) The Transporter contracts both for itself and also as agent of and trustee for its servants and agents and all other transporters referred to in (2) above, and also as agent of and trustee for such other transporters' servants and agents; and every reference in these Conditions to "the Transporter" shall be deemed to include every other such transporter, servant and agent with the intention that they shall have the full benefit of the terms of this Contract, and collectively and together with the Transporter shall be under no greater liability to the Customer or any other party than is the Transporter hereunder.
- (4) Notwithstanding Condition 2(3), the carriage of any Consignment by rail, sea, inland waterway or air has been or will be arranged by the Transporter solely as agent of the Customer, and any such carriage shall be subject to the conditions of the rail, shipping, inland waterway or air carrier contracted to carry the Consignment. The Transporter shall be under no liability whatsoever, howsoever caused, to any person for such carriage, provided always that where the Consignment is 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 Transporter.

#### 3. OBLIGATIONS OF THE CUSTOMER

The Customer warrants that:

- (1) In the absence of written notice to the contrary given to the Transporter at the time of delivery to them, all Motor Vehicles are fit to be carried or stored. For the avoidance of any doubt, any Motor Vehicle with a flat battery or which is incapable of being driven for any other reason, shall not be deemed to be fit to be carried or stored.
- (2) It will provide the Transporter with such information and materials as the Transporter may reasonably require in order to comply with its obligations under the Contract, including but not limited to a consignment note containing such particulars as the Transporter may reasonably require, and the Customer will ensure that such information is complete and accurate in all material respects.
- (3) The Customer shall or shall procure that the Consignee shall, be available at the agreed delivery time to accept receipt of the Consignment at the place of delivery.
- (4) The Customer shall, and shall procure that the Consignee shall, allow any employees or agents of the Transporter to access all welfare facilities available at their premises.
- (5) If the Transporter's performance of any of its obligations under the Contract is prevented, hindered or delayed by any act or omission of the Customer or by any failure by the Customer to perform any relevant obligation (**Customer Default**), then:
  - (a) without limiting or affecting any other right or remedy available to it, the Transporter shall have the right to suspend performance of its obligations until the Customer remedies the Customer Default, and may rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents, hinders or delays the Transporter's performance of any of its obligations;
  - (b) the Transporter shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Transporter's failure to perform or delay in performing any of its obligations as set out in this Condition 3(5); and
  - (c) the Customer shall on written demand reimburse the Transporter for any costs or losses sustained or incurred by the Transporter arising directly or indirectly from the Customer Default.

#### 4. LOADING AND UNLOADING

- (1) Unless otherwise agreed in writing the Transporter will be responsible for the loading of the Consignment onto the Transporter's vehicle and will also be responsible for unloading the Consignment off the Transporter's vehicle. If the Customer or the Consignee or a representative of the Customer or Consignee provides any assistance with the loading or unloading of the Consignment, the Customer shall indemnify the Transporter from and against all and any loss, damage, death or injury that may arise whilst the loading or unloading operations are taking place, or as a result of how the Transporter's vehicle has been loaded, whether or not such loss, damage, death or injury is attributable to the negligence of the Transporter, its agents or servants.
- (2) The Transporter shall not be under any obligation to provide any power packs or other equipment which may be required to jump start any Motor Vehicles which will not start.
- (3) The Customer shall ensure that there is adequate access to the loading and the unloading points and that the roadways to and from the public highway are of suitable material and that unloading will take place on good sound hardstanding, where there will be sufficient space to load or unload the vehicle safely. The Transporter shall not be required to drive the Motor Vehicles further than 200 meters in order to load the Motor Vehicles onto the Transporter's vehicle or after unloading the Motor Vehicles from the Transporter's vehicle.
- (4) The Transporter shall not be liable for any loss or damage whatsoever, howsoever caused, if the Transporter's personnel are instructed by the Customer or the Consignee or their servants or agents to provide service to an area which does not comply with Condition 4(3) above, whether or not against the recommendations of the Transporter or the Transporter's personnel.
- (5) The Customer shall indemnify the Transporter against all liability or loss or damage suffered or incurred (including but not limited to damage to the Transporter's vehicle) as a result of the Transporter's personnel complying with the instructions of the Customer or the Consignee or their servants or agents, or where the Transporter has not been allowed reasonable opportunity to inspect a load which has been loaded by the Customer or the Consignee or their servants or agents.
- (6) If the Customer fails to comply with Condition 3(3), then the Transporter shall be entitled to unload the Consignment at the place of delivery and the Transporter shall not be liable for any loss of or damage to any Motor Vehicles within that Consignment arising after delivery.
- (7) The Customer shall make available to the Transporter upon request details of any risk assessments which may have been carried out at the collection and/or delivery addresses. The Transporter may refuse to enter any site which the Transporter, at the Transporter's sole discretion, considers to be unsafe.

## 5. RECEIPTS

- (1) The Transporter's driver or other representative shall carry out a visual inspection of the Motor Vehicles both prior to loading and after unloading and produce a written record of the condition of the Motor Vehicles at such times. Outside factors, including but not limited to poor weather conditions may prevent the driver or other representative from being able to produce an accurate inspection report and therefore any inspection report produced on behalf of the Transporter shall not be deemed to be a full and complete record of the condition or correctness of the Motor Vehicles at the time they are received by the Transporter or once they have been unloaded at the Consignee's premises.
- (2) The Transporter shall, if so required, provide a document or electronic record prepared by the Customer or its agent acknowledging the receipt of the Consignment; but the burden of proving the condition of the Consignment at the time of that receipt shall rest with the Customer. For the avoidance of doubt, the Customer shall not be entitled to withhold any of the Transporter's Charges where such receipt has not been provided.

## 6. TRANSIT

- (1) Unless otherwise agreed expressly between the parties, transit shall commence in relation to each individual Motor Vehicle at the time at which the Transporter's representative first moves that Motor Vehicle to load it onto the Transporter's vehicle.
- (2) Transit shall be suspended:
  - (a) when a Consignment is held by the Transporter at some place other than the place of delivery at the request or for the convenience of the Customer or because the Customer refuses or is unable to take delivery at the place of delivery; or
  - (b) when a Consignment is detained for customs purposes; and Transit shall be deemed to have resumed when the Transporter resumes the carriage of the Consignment.
- (3) Transit shall (unless it has terminated earlier) end:
  - (a) in the case of Consignments to be delivered by the Transporter, when they are tendered at the usual place of delivery within the customary cartage hours of the delivery district, or at such other times or places as may be agreed between the Transporter and the Customer or Consignee; or
  - (b) in the case of Motor Vehicles not to be delivered by the Transporter or to be retained by the Transporter awaiting order, at the expiration of one clear day after notice of arrival has been given either orally or in writing to the Consignee or Customer.

## 7. COLLECTION OF VEHICLES AT TRANSPORTER'S PREMISES

The Transporter shall not be liable to hand over any Consignment to the Consignee at the Transporter's premises unless:

- (a) there is a release note sent by the Transporter to the Customer or Consignee, and
- (b) an order in writing signed by the Customer is produced. The Customer or their servant or agent shall, if the Transporter so requires, be present at the time of handing over the Consignment and shall give a signature of receipt of the Motor Vehicle(s).

## 8. STORAGE OF MOTOR VEHICLES

- (1) Motor Vehicles held in store prior to despatch, and/or after termination, or during suspension of transit, as defined in Condition 6 hereof, will be held by the Transporter, as warehousemen, subject to their usual charges for warehousing and on the condition that the Transporter will not be liable for any loss or damage to the Motor Vehicles except upon proof that such loss or damage has been caused by the negligence of the Transporter.
- (2) The Transporter's liability for any loss or damage to Motor Vehicles held by them as warehousemen pursuant to this Condition shall in any case be subject to the exclusions in Condition 10 and to the limits and exclusions in Condition 12 of these Conditions.

## 9. MEANS OF TRANSPORT

- (1) Consignments accepted by the Transporter for carriage may be carried by such means of transport and by such route as the Transporter thinks fit and these Conditions shall apply by whatever means or route the Consignment is carried.
- (2) In the case of loss, mis-delivery, damage or delay proved by the Transporter to have occurred at sea, the Customer shall have the same but no greater rights against the Transporter as the Transporter has in respect of such loss, mis-delivery, damage or delay under their contract of carriage pursuant to which the Motor Vehicle(s) were shipped on the vessel.

## 10. LIABILITY FOR LOSS, MIS-DELIVERY, DAMAGE OR DELAY

- (1) The Customer shall be deemed to have elected to accept the terms set out in sub-clause (2) of this Condition unless, before the transit commences, the Customer has agreed in writing that the Transporter shall be under no liability for loss of, or mis-delivery of or damage to or in connection with the Consignment, howsoever or whensoever 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 Transporter, its servants, agents or sub-contractors.
- (2) Subject to these Conditions the Transporter shall be liable for:
  - (a) physical loss, mis-delivery of or damage to Motor Vehicles occasioned during transit as defined by these Conditions unless the same has arisen from a Force Majeure Event.

- (b) A "Force Majeure Event" shall mean any act(s), event(s), circumstance(s) or cause(s) the occurrence of which is beyond the reasonable control of the Transporter, including but not limited to:
  - (i) act of God, riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause, war, act of terrorism, seizure or forfeiture under legal process, restraint of government;
  - (ii) extreme weather events including but not limited to hail, storms, hurricanes or tornados;
  - (iii) error, act, omission, mis-statement or misrepresentation by the Customer or the owner of the Consignment or by any servant or agent of either of them;
  - (iv) latent or inherent defect in the Motor Vehicles or deterioration, leakage or deficiency of any component parts of a leaky nature;
  - (v) fire, flood, storm, earthquake, pandemic, or epidemic;
  - (vi) road congestion, road accidents, delays incurred at any delivery location or lack of delivery instructions from the Customer, vehicle breakdown; and
  - (vii) circumstances which the Transporter could not avoid and the consequences of which they were unable to prevent.
- (3) The Transporter shall not in any circumstances be liable for any loss or damage arising whilst transit is deemed to have been suspended within the meaning of Condition 6(2) hereof, or after transit is deemed to have ended within the meaning of Condition 6(3) 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 Transporter, its servants, agents or sub-contractors.

## 11. FRAUD

The Transporter shall in no circumstances be liable in respect of a Consignment in relation to which there has been fraud on the part of the Customer, the Consignee or the owner of the Consignment, or their servants or agents, unless the Transporter or of any servant of the Transporter acting in the course of their employment has been complicit in that fraud.

## 12. LIMITATION OF LIABILITY

- (1) Except as otherwise provided in these Conditions, the liability of the Transporter in respect of claims for physical loss of, mis-delivery of or physical damage to Motor Vehicles comprised within the Consignment, howsoever arising, shall in all circumstances be limited to the lesser of:
  - (a) the amount determined by the Transporter's insurer to be the cost of repairing or replacing a damaged or missing Motor Vehicle(s), article or component thereof; or
  - (b) the wholesale cost, less tax, of the Motor Vehicle(s), article or component part lost or damaged.
- (2) The liability of the Transporter in respect of claims for any other type of loss, liability or damage whatsoever 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 less, unless:
  - (a) at the time of entering into the Contract with the Transporter, the Customer declares to the Transporter a special interest in the avoidance of physical loss, mis-delivery or damage to the Consignment, and/or a special interest in delivery within a specified period, undertaking to pay such surcharge, referable to the declared value of that interest or those interests, as may be agreed with the Transporter, and
  - (b) at least 7 days prior to the commencement of transit the Customer has delivered to the Transporter confirmation in writing of the declared value of any special interest and of any agreed time limit, and of its agreement to pay the specified surcharge which it has agreed with the Transporter.
- (3) The Transporter shall not be in breach of the Contract nor liable for any delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from a Force Majeure Event.
- (4) The following types of loss or damage are wholly excluded, and will not under any circumstances be the subject of compensation by the Transporter:
  - (a) loss of profits;
  - (b) loss of sales or business;
  - (c) loss of agreements or contracts;
  - (d) loss of anticipated savings;
  - (e) loss of use of, or corruption of, software, data or information;
  - (f) loss of or damage to goodwill;
  - (g) indirect or consequential loss;
  - (h) any vehicle hire, lease, rental or similar charges;
  - (i) any fine imposed on the Customer by the Consignee or its customer.

## 13. INDEMNITY TO THE TRANSPORTER

The Customer shall indemnify the Transporter against:

- (1) all losses, liabilities and costs incurred by the Transporter (including but not limited to those incurred in connection with loss of or damage to the carrying vehicle or to other Motor Vehicles carried) as a result of any breach of these Conditions by the Customer or any party on whose behalf it has contracted, or by reason of any error, omission, mis-statement or misrepresentation by the Customer or owner of the Consignment or by any servant or agent of either of them, or by reason of fraud on the part of the Customer, the Consignee or the owner of the Consignment, or their servants or agents (as referred to in Condition 11);
- (2) all losses, liabilities and costs arising from claims and demands by whomsoever made and howsoever arising (including, for the avoidance of doubt, claims alleging negligence or conversion, or by H.M. Revenue and Customs in respect of dutiable goods) in respect of any loss of or damage to, or in connection with, the Consignment in an amount exceeding the liability of the Transporter under these Conditions in respect of that loss or damage, whether or not that loss or damage was caused or contributed to, directly or indirectly, by any act, omission, neglect, default or other wrongdoing on the part of the Transporter, its servants, agents or sub-contractors.

#### 14. TRANSPORTER'S CHARGES

The Customer shall indemnify the Transporter against:

- (1) The Transporter's charges shall be payable by the Customer, without prejudice to any rights the Transporter may have against Consignee or any other person.
- (2) Any invoice queries must be raised by the Customer within two weeks of receipt of the invoice and any queries raised after such two-week period will not be accepted by the Transporter.
- (3) Charges shall be payable when due without deduction or deferment on account of any claim, counterclaim or set-off. If the Customer becomes insolvent, or any sums owed by the Customer to the Transporter become overdue for payment, all credit terms previously agreed shall be cancelled with immediate effect and all invoices and accounts issued by the Transporter shall be deemed due for immediate payment and all sums owing (whether due or not) shall thereon become payable. The Late Payment of Commercial Debts (Interest) Act 1998, as amended, shall apply to all sums due from the Customer.
- (4) If the Contract is cancelled at any time the Customer shall pay to the Transporter all costs and expenses which the Transporter has incurred prior to such cancellation.

#### 15. TIME LIMITS FOR CLAIMS

- (1) The Transporter shall not be liable for:
  - (a) physical loss of, mis- or non-delivery of, or physical damage to Motor Vehicles within the Consignment unless advised thereof in writing, together with such evidence as may reasonably be required to prove that the physical loss of, mis- or non-delivery of, or physical damage to the Motor Vehicles was caused by the Transporter, within seven days after the termination of transit or the date on which the transit should have terminated;
  - (b) any other type of loss unless advised thereof in writing within twenty-eight days after the termination of transit or the date on which the transit should have terminated;

Provided that if the Customer proves that,

- (i) it was not reasonably possible for the Customer to advise the Transporter 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 after the time at which it did become reasonably possible for the Customer to advise the Transporter or make a claim in writing,

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

- (2) The Transporter shall in any event be discharged from all liability whatsoever and howsoever arising in respect of the Consignment unless legal proceedings are issued and notice in writing thereof given to the Transporter 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.

#### 16. LIEN

- (1) The Transporter shall have:
  - (a) a particular lien on the Consignment for all charges due to the Transporter for the carriage, storage and/or warehousing of the Consignment and for all other proper charges or expenses incurred in connection with the carriage of the Consignment, and
  - (b) a general lien on the Consignment for any sums overdue and unpaid by the Customer, by the owner of the Consignment or by any other person having any proprietary or possessory interest in it, by the Consignee, or by any agent of these persons, on any invoice, account or contract whatsoever.

If the Transporter exercises a lien, but appropriate payment is not made within 14 days after notice that the payment is due and has been given in accordance with Condition 14(3) above, the Transporter may sell the Consignment, or any part thereof, as agent for its owner and for those having a proprietary or possessory interest in it, and shall apply the proceeds towards any sums unpaid and towards the expenses of the retention, storage, 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) Where the Transporter exercises a lien in accordance with Condition 16(1) and the Customer then makes appropriate payment to the Transporter prior to the Transporter exercising its right to sell the Consignment, then the Customer shall also be liable to reimburse the Transporter for any storage costs incurred by the Transporter in exercising the lien.
- (3) The Transporter may exercise its lien on its own behalf or as agent for any assignee of its invoices at any time and at any place in its sole discretion, whether or not the contractual carriage has been completed, and these Conditions shall continue to apply during the period of exercise of such lien.
- (4) If the Consignment is not solely the property of the Customer, the Customer warrants that it has the authority of all those having a proprietary or possessory interest in the Consignment to grant to the Transporter liens as set out in Condition 16(1) above, and the Customer shall indemnify the Transporter for all claims and demands the Transporter may receive asserting that the Customer did not have that authority.

#### 17. LAW AND JURISDICTION

Unless otherwise agreed in writing, the Contract and any dispute arising under it or in connection with it shall be governed by English law and each party irrevocably agrees that such dispute shall be subject to the exclusive jurisdiction of the English courts.

THESE CONDITIONS MAY ONLY BE USED BY MEMBERS OF  
THE ROAD HAULAGE ASSOCIATION

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