



Trading Terms & Conditions

M & L Logistics (hereinafter referred to as “the company”) is not a common carrier and the company accepts goods for carriage under that condition and those laid out below. Such conditions can only be varied in writing and endorsed by the owners.

M & L Logistics operate as an intermediary between customers and 3rd and 4th party hauliers and through the utilisation of such other parties undertake to deliver the customers goods to the Consignee.

1. Definitions

- “customer” refers to the individual or organisation by whom the company is retained to provide services for the carriage of goods
- “haulier” refers to any party retained by the company to undertake the collection and / or delivery of goods in respect of the customer contract in place.
- “Consignee” refers to the individual or organisation to whom the company has undertaken to deliver the goods for carriage
- “Customer Contract” refers to the agreement in place between the company and the customer to deliver the goods for carriage.
- “haulier contract” refers to the agreement in place between the company and a contracted haulier having agreed to undertake the movement of the goods for carriage as referred to in the customer contract and under the terms and conditions of M & L Logistics.
- “Dangerous Goods” are not carried as part of any contract without the express agreement of the company. All goods for carriage made available to the company and its retained partners are accepted as not falling within this category and include substances listed by the HSC in Part 1 of the Authorised and Approved List of Dangerous Substances, explosives, radioactive substances. This clause extends to any other none listed substance presenting a similar hazard.

2. Ownership

- a) The customer warrants that the goods provided for carriage are either owned by the customer or the customer is authorised by such owner to accept these terms and conditions on the owners behalf.
- b) The haulier retained by the company acknowledges that the goods for carriage are the property of the company’s customer and that in no instance can said goods be considered property and / or assets of the company and be treated as such should any future dispute between the company and the haulier arise.

3. Loading & Unloading

- a) The company and any contracted haulier is under no obligation to the customer to provide and power, plant or labour in relation to the loading and unloading of the vehicle unless the vehicle commissioned has been so commissioned because of its inclusion of specialised equipment.
- b) In the event that the company or contracted haulier provides and power, plant or labour as described above in order to facilitate loading and / or unloading, such provision is made entirely at the customers risk and neither the company nor haulier accept any responsibility for damage caused.
- c) Any haulier retained by the company to carry goods on behalf of its customers, must ensure at all times that each vehicle carries a minimum of 10 straps and ratchets, each of sufficient grade to restrain the load for which they have been retained to carry.

4. Transit

- a) Transit of the goods shall be deemed to have commenced when the company and / or its appointed haulier takes possession of the goods.
- b) The company and its appointed hauliers will provide the customer with a signed confirmation of collection of such goods if required to do so, but the company and its appointed haulier accept no responsibility for the accuracy of the detail contained therein relating to the quantity, weight or nature of the load.
- c) Transit of the goods shall be deemed to have been completed when the goods have been delivered and accepted, whether checked or otherwise, by the consignee or at or by any other person / collective as instructed in writing by the consignee and agreed by the customer.
- d) In the event that the haulier is unable to make a successful delivery to the consignee in line with the original terms of the contract between both company and its customer and the company and the haulier, every effort will be made by the company, customer and haulier to agree a suitable solution and to discharge the terms of the contract accordingly. In the event that the haulier is unable to make a successful delivery of the goods, the company reserves the right to arrange suitable storage of the goods for a period of 28 days from the time of agreed delivery. All such costs associated with the rerouting and storage of the goods will be the responsibility of the customer. In the event that no resolution has been reached following 28 days, the company reserves the right to dispose of the goods, ensuring that maximum value achievable for a forced sale transaction is achieved, all associated costs relating to the contract are recovered and balance of funds returned to the customer.

5. Liability for Loss and Damage

- a) The company accepts no liability for any losses incurred by the customer or consignee if such losses were contributed to by any of the following acts / events:
 - Insufficient or improper packaging of goods
 - Incorrect loading of goods by customer or their agent
 - Inaccurate or improper labelling and / or addressing of the goods
 - Any latent or inherent defect or natural deterioration of the goods
 - The forfeiture or seizure of the goods by officials authorised to do so
 - Any misrepresentation, omission, misstatement or error made by the customer, the owner of the goods of different or any servant and / or agent of either
 - Any consequences of war, invasion or other hostilities, civil unrest, riot or strike
 - Failure of the consignee to accept delivery of the goods following the tendering of the goods to the consignee as per the terms of the contract
 - Any act of God

- b) Following the completion of the transit of goods (as defined under section 4) whether such loss or damage after this time is contributed to in part or full by the company

6. Limitation of Liability

- a) The company, unless expressly stated otherwise in writing and prior to the acceptance of any goods for carriage, limits its liability to loss or damage, however sustained to £1,300 per tonne based upon the gross weight of the consignment.
- b) An increase in the above sums can be obtained by submitting a request to the company for such an increase and after written confirmation prior to acceptance of the contract that such an increase has been approved.
- c) The company accepts no liability for any consequential loss, however so arising and in whatever form, from either the customer, haulier or consignee.

7. Claims

All and any loss and / or damage should be notified in writing to the company within three days and any resulting claim should be submitted to the company within seven days Failure to adhere to these time scales, unless it can be proven that it was impossible to have known about any such damage / loss earlier, in which case all damage and / loss should be notified as soon as detected and in any case all claims made within thirty days of completion of the transit.

8. Indemnity

The company will be indemnified against any and all claims made by any party in excess of the liability of the company as stated in section 6.

9. Illegal Actions

The company and its nominated hauliers / partners will accept no liability whatsoever in respect of any consignment where it is proved that a Fraudulent or any other illegal act has taken place in relation to any element of a consignment.

10. Insurance

The company does affirm that he will meet his obligations to insure his liabilities arising through the transportation of goods under these Terms.

11. Costs & Cancellation

- a) The company reserves the right to pass on to the customer costs incurred by way of demurrage the following hourly charges (or part thereof) subsequent to the stated waiting time included in our initial quotation:

Small Van	30 Minutes	£15.00
SWB	30 Minutes	£15.00
LWB	30 Minutes	£15.00
XLWB	30 Minutes	£15.00
7.5T	45 Minutes	£35.00
18T	60 Minutes	£45.00
28T	60 Minutes	£45.00
Artic	60 Minutes	£45.00

- b) Following the confirmation and booking of the carriage of goods, the company reserves the right to impose the following cancellation charges:

24 Hours from time of collection					Nil
12 Hours	“	“	“	“	40%
6 Hours	“	“	“	“	50%
2 Hours	“	“	“	“	100%

12. Time Calculations

When calculating time periods for the purpose of any of the scenarios depicted above for periods of 7 days and less, Saturday's and Sunday's shall be excluded as will Bank Holidays. For periods in excess of 7 days, Saturdays and Sundays will be included but Bank Holidays remain excluded.

13. Calculating Values

In the event that a claim demands the value of a load or part thereof to be agreed, this value shall be deemed to be either the value of the load to the customer or the value of the load to the consignee in the event that the load has been sold. All values should be supported by relevant invoices.

14. Restrictions on Performance

The company shall be deemed to be relieved of its obligations to meet any contractual time obligations in such failure can be reasonable explained by the acts of the customer, weather, industrial dispute, fire or any occurrence beyond the reasonable control of the company.
