Dear Customer

Terms of Business

Please note that all services provided by us will be provided under the Food Storage and Distribution Federation’s Recommended Conditions For Storage Services (referred to in this letter as the “FSDF Terms”) and the Road Haulage Association Limited Conditions of Carriage 2009 (referred to in this letter as the “RHA Terms”) in both cases as amended as set out in this letter. Copies of both sets of terms are attached.

All services that we provide except Distribution (as defined in the FSDF terms) will be provided under the FSDF Terms amended as set out below. The RHA terms will apply to Distribution (as defined in the FSDF terms) amended as set out below.

The FSDF Terms are amended as follows:

The definition of Distribution is deleted and replaced with the following words ““Distribution” means carriage of the Goods. Distribution commences when loading of the delivery or collection vehicle (as appropriate) is complete and ceases when transit ends as provided for in clause 6(2) of the Road Haulage Association Limited Conditions of Carriage 2009”

The definition of Distribution Conditions is deleted and replaced with the following words “”Distribution Conditions” means the Road Haulage Association Limited’s Conditions of Carriage 2009”.

The RHA Terms are amended as follows:

Clause 6(1) is removed and replaced with the following words “Transit shall commence when loading of the Consignment onto the Carrier’s vehicle is complete whether at the point of collection or the Carrier’s premises”.

In the event of any conflict between the RHA Terms and the FSDF Terms the FSDF Terms shall prevail.

If you have any questions please let me know.

Yours Sincerely

Ben Price

Commercial Manager