



SEPARATE LEGAL AGREEMENT

Carrier and subcontractor terms

Effective date: 5 October 2026

Car Transport UK (UK Wide) Ltd trading as Haulage Company UK

Company 16707596 · VAT GB 519 1844 78

Governors House, Palace Green, Berwick-upon-Tweed, TD15 1HR

1. Appointment and contract structure

These terms apply whenever Car Transport UK (UK Wide) Ltd, trading as Haulage Company UK ("we"), appoints an independent carrier ("you") to perform a job for the customer identified in the job instruction ("Customer"). We provide the Customer with a managed transport-arrangement service and do not physically carry or take custody of the load.

For the limited purpose of arranging carriage, we act as the Customer's agent. By accepting a job, you enter into the contract of carriage directly with the Customer and accept responsibility as Carrier for collection, custody, carriage and delivery. You also enter into a separate agreement with us covering your rates, service standards, indemnities and administration under these terms.

2. Acceptance and applicable conditions

Each job instruction is a separate offer. You accept it by confirming acceptance in our system, by email or message, or by dispatching a vehicle or beginning any part of the work. Accept only if you have reviewed the load, route, access, timing, declared value and special requirements and have the capacity and lawful authority to complete the job.

The job instruction will identify any applicable conditions of carriage and make them available to the Customer before its booking is formed. RHA Conditions of Carriage 2024 may be used only if you are currently authorised by the Road Haulage Association to use them and the job instruction expressly incorporates that edition. International carriage may be governed by the CMR Convention and other mandatory law. If you require other conditions, you must provide them and obtain our written agreement before the Customer accepts the booking. Terms first provided after acceptance do not apply.

3. Independent status and subcontracting

You act as an independent contractor and not as our employee, worker, partner or general agent. You control your drivers and the lawful method, route and equipment used to perform the carriage, subject to the job requirements. You have no authority to vary our Customer pricing, accept payment for us or otherwise bind us.

You may not subcontract, transfer or tranship a job without our prior written approval. You remain fully responsible for every approved subcontractor as if its acts and omissions were your own and must ensure it accepts conditions no less protective than these terms.

4. Licensing, insurance and compliance

Throughout every job you must maintain all operator licences, vehicle authorisations, driver entitlements, permits, goods-in-transit, motor, public liability and employers' liability insurance required by law, the job instruction and the nature and declared value of the load. Cover must be adequate for the liabilities you accept and must not contain an exclusion that makes it unsuitable for the job.

Provide current evidence on request and notify us immediately of expiry, cancellation, suspension, investigation, claim, restriction or any other matter affecting your authority or ability to perform. We may verify information with insurers, brokers, licensing bodies and public registers and suspend you while an issue is investigated.

5. Service and safety standards

- Use suitable, roadworthy and legally operated vehicles, drivers, restraints and equipment.
- Check the apparent load, packaging, weight, dimensions, security and site access before taking custody.
- Refuse unsafe, unlawful, materially misdescribed or prohibited goods and notify us immediately.
- Follow the job instruction and promptly report dispatch, arrival, collection, delay, incident and delivery.

- Protect the load and do not combine, tranship or materially deviate except where approved or reasonably necessary for safety or legal compliance.
- Obtain clear proof of collection and proof of delivery, including signatures, exceptions and condition evidence where requested.
- Behave professionally and protect all Customer, site and commercial information.

6. Responsibility for carriage

You take custody when you or anyone acting for you begins loading or accepts the load, whichever occurs first, and remain responsible until lawful delivery and acceptance by the consignee. You are responsible for the acts and omissions of your drivers, employees, agents and approved subcontractors.

Physical loss, damage, misdelivery, contamination and Carrier-caused delay are your responsibility to the extent provided by the contract of carriage and law. Nothing in these terms transfers that responsibility to us. The Customer may enforce this clause and the contract of carriage directly against you under the Contracts (Rights of Third Parties) Act 1999.

7. Rates, invoices and payment

Your agreed rate is the amount shown in the written job instruction, exclusive of VAT unless stated otherwise. It is inclusive of all operating costs except an item expressly stated as additional. No supplement, surcharge, waiting charge or abortive cost is payable without our prior written approval, except immediate expenditure reasonably necessary to protect life or property.

Submit a valid invoice, proof of collection, proof of delivery and all requested evidence. Payment follows the written payment terms for the job. We may withhold a genuinely disputed amount or an amount reasonably required to protect us or the Customer against an unresolved claim, missing document or your breach, while paying any undisputed balance.

You must not request or accept payment from the Customer, disclose your rate or attempt to vary the Customer's price. Customer payment to us does not release you from any Carrier liability.

8. Incidents and claims

Notify us immediately of any loss, damage, shortage, delay, accident, enforcement action, contamination, refusal or inability to complete. Take reasonable steps to protect the load, people and evidence; obtain photographs and witness details; cooperate fully with us, the Customer and insurers; and do not admit or settle liability without written approval where that approval is reasonably required by insurance.

You must respond promptly to a claim and meet every applicable deadline. You authorise us to coordinate the claim and exchange relevant evidence, but we do not assume or guarantee your liability. Notify your insurer or broker whenever required by the policy.

9. Indemnity

You indemnify us against liabilities, Customer and third-party claims, uninsured losses, penalties, additional transport costs and reasonable professional and recovery costs arising from your breach, negligence, unlawful act, loss of or damage to the load, misdelivery, employment or tax obligations, inadequate insurance, or the acts or omissions of anyone for whom you are responsible. This indemnity does not apply to the extent a loss was caused by our own negligence, fraud or material breach.

Any limit in your contract of carriage does not limit a separate claim by us for breach of these Carrier terms where that claim arises from a liability or cost that the carriage limit does not lawfully or expressly cover.

10. Delay, cancellation and replacement

Collection and delivery estimates do not remove your duty to perform diligently and communicate. Tell us immediately if a delay or cancellation is possible. You may not abandon a job without a safety or legal reason or our written agreement.

If you cancel, fail to attend or cannot perform after acceptance, we may appoint a replacement and recover from you the reasonable additional cost above your agreed rate, together with direct Customer costs for which we become liable because of your breach. No abortive or cancellation charge is payable where cancellation results from your breach, compliance failure or lack of capacity.

11. Non-circumvention and confidentiality

During a job and for 12 months after its completion, you must not use an introduction made by us to solicit or accept substantially similar work directly from the Customer or relevant site for the purpose of avoiding us, unless we agree in writing. This does not prevent work you can prove was part of a genuine pre-existing relationship unrelated to our introduction.

Customer details, job information, our rates, pricing, systems and documents are confidential. Use personal information only to perform the job, secure it appropriately, report any data breach immediately and delete it when no longer lawfully required.

12. Suspension and termination

We may suspend allocations, remove you from our carrier network or terminate a job immediately for a material or repeated service failure, unsafe conduct, expired or inadequate compliance, dishonesty, insolvency, data breach, unauthorised subcontracting, non-circumvention breach or conduct likely to harm a Customer or our reputation. Rights and liabilities arising before termination continue.

13. General

The job instruction, these terms and the identified conditions of carriage form the agreement for each job and override terms on your quotation, invoice or other document unless we expressly agree them in writing. If a provision is unenforceable, the remainder continues. Delay in enforcement is not a waiver.

The Customer may enforce clauses expressly stated to benefit it. Otherwise, no third party may enforce these terms. English law applies and the courts of England and Wales have exclusive jurisdiction.

AGREEMENT

By signing, the Carrier accepts these terms for every job instruction it subsequently accepts until the terms are replaced in writing.

QUOTE / JOB REFERENCE

EFFECTIVE FOR BOOKINGS FROM

Signed for the Carrier

LEGAL COMPANY / INDIVIDUAL NAME

COMPANY NUMBER (IF APPLICABLE)

NAME AND POSITION

SIGNATURE

DATE

Signed for Haulage Company UK

CAR TRANSPORT UK (UK WIDE) LTD ·
16707596

Governors House, Palace Green
Berwick-upon-Tweed, TD15 1HR

NAME AND POSITION

SIGNATURE

DATE