



SEPARATE LEGAL AGREEMENT

Terms of business

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. Who we are

Haulage Company UK is a trading style of Car Transport UK (UK Wide) Ltd, company number 16707596 and VAT number GB 519 1844 78, whose registered office is Governors House, Palace Green, Berwick-upon-Tweed, TD15 1HR ("we", "us" or "Haulage Company UK").

These terms govern our arrangement, booking-administration and coordination services. They apply alongside the accepted quote, booking confirmation and the appointed carrier's conditions of carriage.

2. How the service works

We provide the quotation, select and appoint a suitable professional road haulier or other transport provider ("Carrier"), administer the booking and coordinate collection and delivery. By accepting a quote, you authorise us to conclude the contract of carriage with the appointed Carrier on your behalf. We may replace a Carrier where reasonably necessary.

The Carrier controls and performs collection, loading where agreed, carriage, custody and delivery. The Carrier is responsible for its vehicles, drivers, licences, route and legal compliance and for physical loss of or damage to the load to the extent provided by the applicable contract of carriage and law. We do not take possession or custody of the load.

We remain your main point of contact, collect the booking charges, pass operational instructions to the Carrier and assist with service issues and claims. We are responsible for providing our management and administration services with reasonable care and skill. The Carrier's transport liabilities do not transfer to us merely because we manage the booking.

3. Contract of carriage

Before the booking is formed, the quote or booking confirmation will identify and provide or link to the exact conditions governing the Carrier's work. RHA Conditions of Carriage 2024 apply only where the appointed Carrier is authorised to use them and the booking confirmation expressly incorporates that edition. Otherwise, the identified Carrier-specific conditions apply. International carriage may instead be governed by the CMR Convention and other mandatory law. Those rules may contain short claim deadlines and limits based on the weight or value of the affected goods.

You authorise us to accept the conditions supplied before acceptance when appointing the Carrier. Conditions first introduced on a delivery note, invoice or other document after the booking is formed do not apply unless you expressly agree them. Nothing in our terms gives the Carrier a lower liability than applies under its contract of carriage or mandatory law.

4. Quotes and when a booking is formed

A website form, enquiry or estimate is not a booking. A booking is formed only when we issue written acceptance or a booking confirmation and the required payment has cleared, unless we expressly approve credit in writing. A quote may be withdrawn or expire at any time before acceptance.

Quotes rely on the information you provide. You must disclose accurate collection and delivery addresses, dates, load description, quantity, dimensions, weight, value, packaging, loading method, access restrictions, site rules and any special equipment, permit or legal requirement. We may revise the price, change the proposed vehicle, suspend work or cancel the booking if information is incomplete or materially inaccurate.

5. Your responsibilities

- Own the load or have full authority to arrange its transport.
- Ensure it is lawful, accurately described, safely prepared and suitably packed and secured for road transport.

- Provide safe, lawful and practical access, parking and working space for the vehicle and equipment arranged.
- Ensure authorised people and any agreed loading or unloading equipment are ready at collection and delivery.
- Provide every permit, declaration, licence, lifting plan and document that only you or the load owner can supply.
- Disclose fragile, high-value, abnormal, hazardous, temperature-controlled, waste or otherwise regulated goods before we quote.
- Comply promptly with reasonable operational and safety instructions from us or the Carrier.

You must not include cash, negotiable instruments, illegal goods, live animals or dangerous or regulated goods unless we expressly agree in writing. You are responsible for costs, losses, fines and claims caused by inaccurate information, unsuitable packaging, unsafe access, undisclosed goods or your breach of these terms, except to the extent caused by our own negligence.

6. Loading, unloading and additional charges

The quote will state whether loading, unloading, labour or specialist equipment is included. Where it is not included, you must provide suitable facilities and competent personnel. The Carrier may refuse or stop work where it reasonably considers the site, load, packaging, lifting method or instruction unsafe, unlawful or materially different from the booking.

Waiting time, failed attendance, re-delivery, storage, demurrage, escorts, permits, crane or forklift hire, tolls, ferries, congestion and clean-air charges, customs costs and other reasonably incurred third-party costs are additional unless expressly included. You must pay those amounts on demand.

7. Collection and delivery times

All collection, transit and delivery dates, times and tracking information are estimates unless we expressly guarantee a deadline in writing. Time is not of the essence. Traffic, road closures, weather, breakdowns, driving-time rules, site delays, industrial action, public-authority action and other operational events can affect performance.

Neither we nor the Carrier is liable merely because an estimated collection or delivery time is missed. Any liability the Carrier has for delay is determined by its contract of carriage and mandatory law. We are not liable for loss of profit, production, contract, use, hire, storage, opportunity or other consequential loss caused by delay or cancellation, except where the law does not permit that exclusion.

8. Price, advance payment and credit

Prices exclude VAT unless stated otherwise. Payment in full in cleared funds is required before collection or any other work begins, unless we have expressly approved different payment terms in writing. We and the Carrier may withhold, suspend or cancel performance while any amount is unpaid, without liability for resulting delay or loss.

Approved credit is discretionary and may be reduced or withdrawn at any time where an invoice is overdue, creditworthiness changes or we reasonably believe payment is at risk. All outstanding amounts then become immediately due. Business customers must pay in full without deduction, withholding, counterclaim or set-off.

For overdue business debts, interest, fixed compensation and reasonable recovery costs are payable under the Late Payment of Commercial Debts (Interest) Act 1998. This currently permits statutory interest at 8% above the Bank of England base rate, together with the applicable fixed sum and reasonable recovery costs exceeding that sum. We may instead claim any greater contractual or legal remedy available. Consumers will not be charged statutory commercial-debt compensation.

9. Changes and cancellation by you

Changes are subject to Carrier availability and may change the price. A cancellation takes effect only when we acknowledge it in writing. Unless the quote states different cancellation terms, the following charges apply:

- more than two full working days before collection: costs already incurred and non-refundable third-party commitments;
- between one and two full working days before collection: 50% of the booking price plus non-refundable third-party costs;
- less than one full working day before collection, after a vehicle has been dispatched, or after work has begun: 100% of the booking price.

Saturday, Sunday and public holidays are not working days. A postponement is treated as a cancellation unless we and the Carrier agree otherwise in writing. These provisions do not reduce cancellation rights that a consumer has by law. A consumer who asks us to start urgent arrangement work during a statutory cancellation period must pay for work supplied before cancellation and any properly disclosed, non-recoverable Carrier cost.

10. Cancellation, refusal or substitution by us or the Carrier

We may substitute the Carrier, vehicle, route or date where reasonably necessary. We or the Carrier may refuse, suspend or cancel a booking for safety or legal reasons, non-payment, inaccurate information, unsuitable packaging, inaccessible sites, prohibited goods, abusive conduct or a material breach by you. You remain responsible for charges and costs already incurred where the refusal or cancellation results from your act or omission.

If an appointed Carrier becomes unavailable for reasons not caused by you, we will use reasonable endeavours to arrange a suitable replacement. If none is reasonably available, our responsibility is limited to refunding the charges paid for the unperformed part of the booking. We are not liable for the original Carrier's cancellation or for the cost of replacement transport you arrange without first giving us a reasonable opportunity to assist.

11. Proof of collection and delivery

A person present at either site may be treated as authorised to give instructions and sign transport records. You must inspect the load promptly and record visible shortage or damage on the delivery document before signing wherever reasonably possible. A clean signed delivery record is evidence that the load was delivered in apparent good condition, but does not remove rights that cannot lawfully be excluded.

12. Loss, damage and claims

The Carrier, not Haulage Company UK, has custody of the load and is the party responsible for a carriage claim, subject to its conditions and applicable law. You must notify us immediately of visible loss or damage and as soon as possible of concealed damage, non-delivery or delay. We will pass the claim to the Carrier and reasonably assist with communication, but do not insure, underwrite or guarantee the Carrier's liability.

To preserve rights against the Carrier, you must comply with the shortest notice or claim deadline in the booking confirmation, Carrier conditions or applicable convention. Provide the booking reference, collection and delivery records, photographs, weight, purchase and value evidence, repair evidence and any other reasonably requested information. Late or incomplete notice may reduce or defeat a claim.

Carrier liability is commonly limited by weight and may be materially below the load's replacement value. You must disclose the value before booking and arrange your own goods-in-transit or all-risks cover where the possible loss exceeds the Carrier's available liability. A statement that a Carrier holds insurance is not a promise that every claim or the full value of the load will be covered.

13. Our liability for arrangement services

We will use reasonable care and skill to select a Carrier using the information reasonably available to us and to administer the booking. We are not liable for the Carrier's driving, loading, custody, route, delay, cancellation, loss, damage, misconduct or legal compliance, all of which remain governed by the contract of carriage.

For business customers, to the fullest extent permitted by law, we exclude liability for loss of profit, revenue, production, business, opportunity, contract, anticipated saving, reputation or goodwill and for indirect or consequential loss. Our total aggregate liability arising from our own arrangement services in connection with a booking is limited to the total charges paid to us for that booking.

A business customer acknowledges that this allocation of risk is reflected in the price, that the Carrier remains responsible under the contract of carriage, and that the customer can insure the load and request a higher limit for our management service before accepting the quote. Any higher limit must be agreed in writing and may involve an additional charge. If a court finds a stated restriction unenforceable, it will apply only to the maximum extent the law permits.

Nothing excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, deliberate misconduct, or any liability that cannot lawfully be excluded. Nothing limits a consumer's statutory rights, including the right for our arrangement services to be performed with reasonable care and skill.

14. Events beyond reasonable control

Neither we nor the Carrier is liable for delay, cancellation or failure caused by an event beyond reasonable control, including severe weather, flood, fire, epidemic, road closure, breakdown not caused by a failure to exercise reasonable care, fuel or power disruption, industrial action, civil emergency, war, terrorism, public-authority action, port disruption or failure of essential infrastructure. This does not remove your obligation to pay for work already supplied or costs irreversibly incurred.

15. Carrier's security over goods

The Carrier may have a lien or other right under its conditions or by law to retain goods until transport, storage and related charges are paid. Any resulting storage, re-delivery, disposal or sale is governed by the Carrier's conditions and law. We do not take custody of or exercise a lien over the goods ourselves.

16. Complaints

Send complaints to the contact details on our website with the booking reference, relevant documents and a clear description of the issue. We will investigate our arrangement service and liaise with the Carrier where appropriate. You must give us a reasonable opportunity to coordinate a solution before arranging substitute work at our cost.

17. Data protection

We process personal information as explained in our privacy notice . You authorise us to share the operational information reasonably required for the booking with Carriers, collection and delivery sites, insurers, payment providers and professional advisers.

18. General

Our written quote, booking confirmation, these terms and the identified conditions of carriage form the agreement for the booking. Your purchase order or other standard terms do not apply unless we expressly accept them in writing. A variation is effective only if agreed by us in writing.

You may not transfer a booking without our written agreement. We may transfer or subcontract our administrative obligations where this does not reduce a consumer's rights. If any provision is unenforceable, the remainder continues. A delay in enforcing a right is not a waiver. No person other than the customer, us and the appointed Carrier may enforce these terms.

19. Law and jurisdiction

English law applies. Business customers agree that the courts of England and Wales have exclusive jurisdiction. A consumer may bring proceedings in the courts applicable to where they live in the United Kingdom and retains any mandatory rights under the law of that part of the United Kingdom.

AGREEMENT

By signing, the Customer confirms that it has read and accepts these terms, including the arrangement and Carrier responsibility provisions.

QUOTE / JOB REFERENCE

EFFECTIVE FOR BOOKINGS FROM

Signed for the Customer

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