

Haulage Terms & Conditions 2018/2019

Gleadell Agriculture Limited
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Registered as a company in England and Wales 00534118
VAT Registered Number GB 555 6831 16



By Appointment to Her Majesty The Queen
Supplier of Quality Seeds
Gleadell Agriculture Ltd

HAULAGE TERMS AND CONDITIONS

Dear Sir/Madam

Please find below the Haulage Terms and Conditions of Gleadell Agriculture effective from 1st September 2017 and amended on 7 June 2018.

Terms and Conditions

The haulier guarantees that the collection and delivery of all goods executed strictly and only under the terms and conditions of AIC TASCC Scheme rules, incorporating the current Code of Practice for Road Haulage of Combinable Crops and Animal Feeds, or equivalent recognised scheme by AIC. Fertiliser collection and delivery is completed under the terms and conditions of the AIC FIAS Scheme Manual and the current FIAS Transport Standard or equivalent scheme recognised by AIC.

Haulage companies must be TASCC accredited or accredited under an equivalent scheme recognised by AIC. Haulage companies contracted to carry fertiliser must be FIAS accredited.

The AIC Haulage Exclusion List and the International Database Transport (for) Feed (IDTF), forbidden substances and products, are expressly incorporated into each transaction.

Insurance

The haulage company shall have sufficient insurance cover commensurate with the value of the goods, which shall include, but not be limited to Public/Product liability, Motor and goods in transit. The haulier is wholly responsible for the security and integrity of the goods whilst their responsibility.

Contract Confirmation

Each transaction will be confirmed in writing by email, fax or computer-generated form. When the haulage company receives the confirmation, it is their responsibility to check that all the details are correct. If the haulage company finds any details with which they do not agree, they must contact the relevant Gleadell office immediately to seek clarification.

Communication

The relevant Gleadell office will contact the farm supplier prior to collection. The haulage company must also contact the farm supplier, within normal working hours, giving a minimum of one working days' notice prior to collection of the goods. Arrangements shall be made for the driver to call the farm supplier within an hour of the collection time.

It is the responsibility of the haulage company to advise the relevant Gleadell office immediately it is known a load may be late for its original time slot or the load is to be dropped. Failure to inform the relevant office on the day of delivery may result in any subsequent costs being passed to the haulage company.

Payment Terms

Gleadell Payment terms, 28 days following invoice.

Food and Feed Safety

In accepting our Haulage Terms and Conditions the haulage company acknowledge and recognise their obligations relating to the provisions of the Food Safety Act 1990, Food Hygiene Regulations (EC no 852/2004), and the Feed Hygiene Regulations (EC no 1831/2003) and confirm that each delivery will conform to such obligations, including amendments applicable at the time of collection and/or delivery.

Each collection and delivery is additionally subject to any UK and/or EU legislation pertaining to the operation of haulage

Prohibited Substances in Horse Feed

The Universal Feed Assurance Scheme's Compound Feeds Code of Practice 2012, including Appendix 7 thereto (together, "the Code"), which addresses the control of Naturally Occurring Prohibited Substances ("NOPS") in equine feeds.

It is the responsibility of the haulage company to ensure Appendix 7 UFAS/BETA Control of Naturally Occurring Prohibited Substances (NOPS), is understood and complied with. The haulage company shall be aware of the "At Risk Materials" defined within the Excluded List, Sensitive A List and Sensitive B List, and ensure end users requirements are complied with.

Combinable Crops Passports:

Haulage companies shall ensure that they receive a duly completed grain passport, including the mycotoxin section, for each load from the farmer's representative, including a valid assurance sticker, and that Section 8 has been completed where necessary to comply with the Renewable Energy Directive.

Sub-Contracting

Further sub-contracting of deliveries must meet the requirements of the current TASCC Code of Practice for Road Haulage of Combinable Crops and Animal Feeds and can only take place with the written consent of the relevant Gleadell office.

Overweight Lorries

The haulage company shall be aware of their legal responsibilities in despatching overweight trailers. Some end users may charge for tipping off excess weight and Sellers may be paid for only the legally allowed tonnage as per current legislation. Any charges or loss in weight incurred shall be the responsibility of the haulage company.

Delivery of Fertiliser

Fertiliser must only be delivered to the address shown on the movement instructions provided by Gleadell. The driver must ensure that unloading is completed under the supervision of the recipient of the product, and the Proof of Delivery document must include both a signature and full printed name of the recipient. The signed Proof of Delivery document shall be sent to Gleadell's Gainsborough office along with the invoice.

The collection and delivery of Ammonium Nitrate based Fertiliser can only be carried out by companies who are compliant with The European Agreement Concerning the International Carriage of Dangerous Goods by Road (known as ADR). The haulage company must also appoint a qualified DGSA and hold a copy of the DGSA's certificate and annual report.

The haulage company must contact the farm customer to arrange delivery and the store to book the collection within normal working hours, at least 24 hours prior to collection/delivery, the driver must call the farm customer 1 hour prior to the delivery time. It is the responsibility of the haulage company to advise the relevant Gleadell office immediately it is known a load cannot be collected or delivered as originally agreed. Failure to inform the relevant office may result in any subsequent costs being passed to the haulage company.

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Health and Safety

The haulage company shall comply with all current health and safety legislation, including any individual site rules. The company shall take all reasonable precautions to ensure that its employees, servants or agents, shall minimise any risk of accident or risk to general health which may arise as a result of the services provided.

Domicile

Irrespective of the domicile or the place of the head office of any office of the parties, English law will apply to all transactions..

Dispute Resolution

Any dispute arising under the contract, which cannot be mutually agreed, shall be referred to arbitration under the Arbitration Rules of the Agricultural Industries Confederation (AIC), save that there shall be no recourse to Appeal against the first-tier award of arbitration. Both parties accept having knowledge of these Rules, a copy of which can be obtained from AIC or Gleadell upon written request.

Ethical Trading Initiative Base Code

Gleadell Agriculture Limited conforms to the Ethical Trading Initiative (ETI) base code. Further details can be found on our website www.gleadell.co.uk

Modern Slavery Act 2015

The Modern Slavery Act 2015 came into force in October 2015, the act encompasses human trafficking, slavery, servitude and forced or compulsory labour.

The Company are committed to the rights and well-being of the people who work for us and our suppliers. As such, we're committed to taking the appropriate steps to ensure that everyone who works for us benefits from a working environment in which their fundamental rights and freedoms are respected. Our company policy promotes freedom of association and clearly defines that forced labour is unacceptable. We ensure all of our employees are legally entitled to work, registered to pay the appropriate tax and National Insurance contributions and that relevant legislation relating to health and safety, Working Time Regulations, pension enrolment and minimum wage are followed.

As a valued trading partner our expectation and requirement is that your business operates and is committed to the same ethical standards as we are, ensuring the rights and well-being of your own employees and those within your own direct supply chain.

We recognise that the issue of slavery and human trafficking is a global issue and often difficult to detect; therefore, open communication with our supply chain is critical to ensure that any issues are detected and resolved. We welcome and encourage our trading partners to discuss any queries or concerns you may have relating to this legislation. If you have any questions or require any guidance relating to slavery or human trafficking, then please contact our Human Resource Department: HR@gleadell.co.uk

General Data Protection Regulation (GDPR) Statement

Gleadell Agriculture Limited is committed to upholding its legal obligations in line with the General Data Protection Regulation (GDPR) (EU) 2016/679. We currently process and retain the following pieces of your personal data:

- Your name and company
- Company address
- Various telephone numbers and fax numbers as supplied by you
- Various e-mail addresses as supplied by you
- Vat number
- Bank account details

All personal data as defined by the GDPR is stored securely within systems based within the European Economic Area (EEA) and maybe transferred and stored within the United States under the EU-US Privacy Shield agreement. All data is backed up both locally and to a secure company owned offsite location and all backups are tested daily.

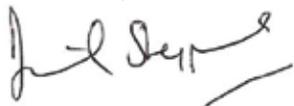
The use and sharing of any personal data provided by you to Gleadell Agriculture Limited will be only be for the purposes for which it was originally collected and as required to fulfil any contractual obligations. Our legal basis for retaining your personal data is to allow us to fulfil outstanding and future contracts and we will retain this data for a period of up to seven years after the most recent account transaction.

From time to time we may also wish to send you messages via post, email, telephone, fax or SMS related to product offers we think may be relevant to you. If you do not wish to receive such messages or would like to update your contact preferences then please contact your Gleadell account manager or alternatively you can call us on +44 (0) 1427 421200 or email us on enquiries@gleadell.co.uk.

We take this opportunity to thank you for your continued and valued custom.

With best wishes

Yours faithfully



David Sheppard
Managing Director
Gleadell Agriculture Ltd