

Sub-Contractors Code of Practice

DEFINITIONS

Throughout this document the "Company" shall be used to refer to Keedwell Konnect Ltd. The "Company" should be taken to mean Keedwell Konnect Ltd unless otherwise stated.

The "Subcontractor(s)" shall be used to refer to any person, firm, company or employee thereof who enters into an agreement with the Company to carry goods.

USE OF THIS CODE OF PRACTICE

Any agreements made relating to the carriage of goods between the Company and the Subcontractor will be subject to the terms and conditions outlined within this document. The Company reserves the right to financially penalise any Subcontractor who does not conform to the regulations presented in these terms and conditions.

These conditions must not be altered in any way by the Subcontractor or any agent or employee thereof. The Company reserves the right to alter or terminate this Code of Practice at any time, with immediate effect without any cause.

This document supersedes any operating agreements previously made between the Company and the Subcontractor.

LEGAL REQUIREMENTS

It is the responsibility of a Subcontractor to ensure that they, their drivers and vehicles fully comply with all Commercial Road Transport Laws. Sub-Contractors must hold current Motor, Goods in Transit and Liability Insurances as specified in the Company's Subcontractor Agreement. Valid copies must be submitted to the Company.

Current Health and Safety regulations and individual site rules and procedures must be always adhered to. These include the requirement of high visibility clothing and safety footwear being worn. Hard hats must be worn in warehouse areas. No smoking, eating or drinking outside of designated areas. Vehicle engines must be switched off during loading and unloading. Passengers are not allowed on site without authorisation. Powered handling equipment is to be operated by authorised users only.

CONDITION OF VEHICLES / TRAILERS

All vehicles and trailers must be fit for the purpose required of them. Sub-Contractors must ensure that vehicles and trailers are always clean both inside and out and are in a safe and usable mechanical condition.

DOCUMENTATION

Sub-Contractors must take all due care in handling and completing all relevant documentation. This includes delivery notes, consignment notes etc.

The driver must check that all the paperwork required for the load has been handed to him before leaving each collection site. If the paperwork is found to be incomplete, the driver must make this fact clear to the person responsible for issuing the documentation. Any discrepancies must be resolved before the driver leaves the site so that correct paperwork accompanies the load.

All delivery notes must be acted on as instructed. Care must be taken that where more than one delivery note accompanies a load, all are signed. Any query at the point of delivery concerning quantity or condition of the load must be reported at the time of delivery and the driver must stay at the delivery location until the query is resolved. All Subcontractors must immediately inform the Company operations office of any query.

COLLECTION OF GOODS

On arrival at a collection site, the contents of the load to be collected must be checked thoroughly against the supplier's documentation to ensure that the details given match the actual load being collected.

If a driver is not satisfied with any aspect of their load on documentation, he must notify the company Operations office before leaving the collection site.

LOAD SECURITY

The Subcontractor is responsible for the safety and security of the customers' products, always including all packaging of such products whilst in their care. This includes but is not limited to theft, product tampering, cross-contamination, loss or miss-delivery of, or damage to the goods. Subcontractors shall be liable to the Company and shall indemnify the Company for all claims arising as a result. The Subcontractor is responsible for Load stability and the use of load restraining straps etc. And to secure the loads in accordance with the rules and instructions of the site collection / delivery point

Care must be taken not to damage goods in the process of securing the load.

It is Company policy that all loads on all vehicles are secured, and doors always closed no matter how short the transportation period.

The Subcontractor must check the condition of the load at regular intervals throughout the journey.

DEADLINES

The driver must be sure of the delivery deadline for their load before leaving the collection point and where necessary obtain booking reference numbers.

COMMUNICATIONS

The address and telephone number of the Subcontractor's operating centre must also be given to the Company's operations office. All mobile telephones must be used safely and in accordance with all legal requirements, e.g. hands free.

The Subcontractor must inform the Company's operations office of any delays at the loading point as soon as they are aware that they are unlikely to leave on time. Failure to do this may make the Subcontractor liable for any claims resulting from late delivery.

Having informed the Company operations office of a potential delay at loading, the driver must obtain further instructions from the Company's operations office. Under no circumstances should instructions be taken from the supplier.

The Company's operations office must be advised of any delays on route, immediately as they occur.

DELIVERY

After confirmation of arrival has been telephoned to the Company's operations office, a driver should attend wherever required to do so and assist, when required in the unloading process. However, site rules for loading and unloading must be adhered to, this is to ensure that no damage occurs either to the load, vehicle & driver during the unloading process.

DISCREPANCIES / DAMAGED GOODS / REJECTED GOODS

If during off-loading the driver is advised that there is a discrepancy between the delivery documentation and the goods being delivered in the way of shortages, extras or damaged goods, the driver must establish and verify the nature of the discrepancy.

The driver must notify the Company's operations office of the nature of the discrepancy before leaving the delivery point and request further instructions.

The customer may accept over's/returns if they feel they can use it but, in most cases, it is returned to the supplier. When goods must be returned, the Company's operations office must be contacted for further instructions. The returns will be noted by the Company's operations office.

All rejected goods must be returned to the Company, or another designated place as instructed by the Company's operations office. Wherever they leave these goods, the Subcontractor must obtain a receipt which must be forwarded to the Company. Failure to do so may result in the Subcontractor being held liable to any potential claim.

All drivers must contact the Company's operations office before accepting any returns from previous deliveries.

Please note that all rejected goods remain the responsibility of the Subcontractor until returned to the company or a designated Company customer.

PROOF OF DELIVERY (POD)

A signed "Proof of Delivery" (POD) indicating that the goods carried were delivered in the same condition and quantity as when collected must be obtained.

Where more than one delivery note accompanies a load, the driver must ensure that all are signed.

The Supplier shall provide a clear, legible, and fully compliant Proof of Delivery (POD) for each movement within 7 calendar days of delivery, unless otherwise agreed in writing.

The provision of a valid POD shall be a condition precedent to payment.

Where a compliant POD is not provided within the required timeframe, the Customer reserves the right to withhold payment until such documentation is received.

Failure to provide a compliant POD may be treated as a failure to evidence satisfactory performance of the service, and the Customer shall have no obligation to make payment unless and until this requirement is met.

The Customer shall not be required to issue repeated reminders for outstanding PODs.

The driver must inform the Company's operations office of any missing tickets or discrepancies.

The Subcontractor is strongly advised to keep a copy of the POD to help with any customer enquiries that may occur. No invoice will be passed without the appropriate paperwork.

A letter of indemnity will be accepted where prior agreed. If an LOI is not accepted by a Keedwell Konnect Ltd customer and there has been no prior arrangement, then Keedwell Konnect Ltd withstand the right to decline payment where applicable.

LOAD CONTROL

It is imperative that all drivers understand the Load procedures as once the load and Loads have been signed for, they are the sole responsibility of the Subcontractor.

ACCOUNTS

The Subcontractor shall raise an invoice to Keedwell Konnect Ltd, dated the same month as work completed. No surcharges must be added. Payment will be made by BACS approximately 30 days after the end of month, so long as PODs have been received within the prescribed time limits and no Loads are outstanding.

Payment will be made in full upon receipt off statement. It is the Subcontractors responsibility to provide a Statement of Account by the 15th of the month following the work completion.

It is the Subcontractors responsibility to ensure that any changes in circumstances or details (e.g. change of bank details, address etc) are communicated to the Company's accounts department.

The Company reserves the right to contra any debts incurred by Subcontractors as required.

Please provide Banking Details below.

Bank Name:		
Address:	Town:	
Post Code:		
Account Name:	Sort Code:	Account No:
IABN:		
SWIFT BIC:	VAT Reg No:	

CLAIMS

The Company reserves the right to recharge claims to Subcontractors. If claims issues have not been resolved by the Subcontractor's insurers within three months, the Company will deduct any outstanding balances in resolution of the claim from any payments due to the Subcontractor.

OVERLOADING

Subcontractor's drivers are legally responsible for loading their vehicles and securing their load. The driver should ensure that the vehicle is not overloaded on any axle weight limitation or exceeds its maximum train weight. The Subcontractor will indemnify the Company for any fines incurred by the Subcontractor because of a vehicle being overweight.

If in any doubt about the weight of a load, a driver must contact the Company's operations office or their employer and take further instructions.

Subcontractor's drivers should be aware of the effect a multiple pick-up and multiple-drop operation can have on a load distribution within a vehicle. It is the responsibility of the driver to ensure that the weight distribution is corrected and therefore legal after each collection/delivery.

SUPPLIER/CUSTOMER / COMPANY PREMISES

The Company is conscious of its role in presenting the right image to its customers and the public, as the drivers may have the most frequent contact with the Company's customers therefore the Subcontractor's drivers must be aware

that their attitude, actions and appearance are factors in how the Company itself is perceived. Any proven misconduct or irresponsible behaviour, both on the road and on other companies' premises may result in the Subcontractor being removed from the Company's approved Subcontractor list.

Driver's must observe all site Health and Safety and fire evacuation procedures, the required and relevant PPE MUST be worn When at Customer's or Company premises, all site speed limits must be obeyed, and pedestrians on painted walkways must be always given priority.

The Company reserves the right to search vehicles at any time whilst it is under the control of the Company. Customers or the Company may request the right to search, this request must be accepted.

CUSTOMER/SUPPLIER COMPLAINTS

If the customer or supplier lodges a complaint about the Subcontractor, either of a general or specific nature, the driver must inform the Company's operations office immediately.

SECONDARY SUB-CONTRACTING

Secondary Subcontracting is not allowed without the permission from the Company. Where secondary sub-contracting is permitted the responsibilities within the Code of Practice rest solely with the Subcontractor employed by the Company as the primary haulier.

CONFIDENTIALTY

The Subcontractor undertakes that it shall not at any time during this agreement, and for a period of 5 (five) years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party (or of any member of the group of companies to which the other party belongs), except as permitted by clause 2.

The Subcontractor may disclose the other party's confidential information: a) to its employees, officers, representatives, or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall procure that its employees, officers, representatives, or advisers to whom it discloses the other party's confidential information comply with this clause 2; and b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

Party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

SUBCONTRACTORS AGREEMENT

I/we agree to abide by the conditions set out below when entering into any agreement with Keedwell Konnect Ltd to carry out subcontract work on their behalf.

Terms & Conditions:

Code of practice

Keedwell Konnect Ltd "Code of Practice" for Subcontractors' is to be always complied with by Subcontractors.

Insurance

To carry goods on behalf of Keedwell Konnect Ltd, the Subcontractor must provide proof that they have in place the necessary Insurance Cover and will always keep this in force. Details as follows:

Goods in Transit

Due to various contractual obligations, the Company requires Subcontractors to have cover in place in accordance with the Road Haulage Conditions of Carriage (2009 Edition) with a Financial Limit of £6,000 per tonne including deterioration. Please raise with the operations office if you cannot meet this level of cover. Other options may suit. There may be circumstances where an increase in cover will be required due to the nature of the goods carried.

** Deterioration of Stock Extension to be included for all Contracts **

Motor Insurance

The Subcontractor must have in place Comprehensive (and will always maintain) cover including attached and detached cover for hired or borrowed Trailers up to a value of £40,000. The Policy may contain a condition/warranty regarding the security of trailers. The Subcontractor must strictly adhere to this.

Public Liability Insurance

The Subcontractor must have in place (and will always maintain) cover with a minimum indemnity limit of £10,000,000.

To validate that the Subcontractor has met with the Company's minimum cover requirements, please complete the attached Insurance Questionnaire and return it to the Company within 7 days. This Form must be signed by a Principal/Director of your Company. It must also be signed and stamped by the Subcontractor's Insurance Broker.

Vehicle Licensing

A Subcontractor's vehicle will display a valid Operators 'Licence disc.

Undertaking

Subcontractors, their agents and employees will be familiar with all the legal requirements covering drivers' hours, drivers' licences, Operator's licensing, speed limiters and weight limits. It is agreed that all loads given and accepted will be able to be delivered within the times always given complying with the law.

Trading Conditions

For UK haulage, RHA and for non-UK haulage CMR conditions will apply. In RHA Conditions, item 11 (1) limitations of liability shall be amended as per Condition 2 above.

Declaration

I confirm that I have read and received a copy of the Keedwell Konnect Ltd Subcontractors Code of Practice and agree this Code of Practice will take precedence in all transactions between ourselves (as the Subcontractor) and Keedwell Konnect Ltd. I agree to comply with all the conditions set out in this agreement.

Signed: _____ Position: _____

Print Name: _____ Date: _____

On Behalf of : _____

(Company Name) the signatory must be someone with full authority to sign these terms and conditions.

Subcontractor Assessment Questionnaire

Company Details

Name: _____

Address: _____

Post Code: _____

Company Registration Number: _____

VAT Number: _____

'O' Licence Registration Number: _____ 'O' Licence Expiry Date: _____

Type of Vehicle	Total Number	Type of Trailer/Body (tick box)								
		Curtain	Flatbed	Fridge	Box	Tipper	Tanker	Crane	Moffetts	Tail Lift
Artic Units 44t										
Artic Units 40t										
Artic Units 38t										
Artic Units 26t										
26t Rigid										
18t Rigid										
7.5t Rigid										
Vans										

Waste Licence No: _____ FORS Level: _____

Contact details

Department	Contact Name	Telephone Number
Traffic/Ops		
Accounts		

Department	Email Address
Traffic	
Accounts	

I _____ on behalf of _____

confirm that all vehicles and services provided will be facilitated under the terms and conditions of the above-mentioned operator's licence, registered with _____ licensing authority, and I will ensure that all legal requirements including driving hours are adhered to. It is my responsibility as a contractor to ensure me / my drivers and vehicles comply with legal requirements in all respects regarding the operation of large goods vehicles. Me / my drivers are responsible for securing loads on vehicles without damage to the goods in the process. All loads are to be always secured no matter how short the transportation period.

I accept that if I am found at any time to be contravening the legal requirements regarding the operation of large goods vehicles that you have the right to discontinue using me as a sub-contractor with immediate effect.

Signed: _____ Position: _____

Print Name: _____ Date: _____

On Behalf of : _____

Insurance Questionnaire

I hereby confirm that the Subcontractor shown below has sufficient cover to meet with your requirements.

Please confirm any conditions or clauses that apply to all policies and attach proof to submitted documents.

Goods in Transit Insurer:			
Full Address:		Post Code	
Goods in Transit Policy No:		Expiry Date	

Motor Insurer:			
Full Address:		Post Code	
Motor Policy No:		Expiry Date	

Liability Insurer:			
Full Address:		Post Code	
Liability Policy No:		Expiry Date	

This form must be completed in full and returned with a valid copy of all policies

Dear Subcontractor

You have confirmed your full understanding of the driver's rules and regulations covering all work taken on by all and any sub-contractors who undertake work on behalf of Keedwell Konnect Ltd and that such work is undertaken and will be completed within all relevant legal requirements and statutes.

A sub-contractor has the right to refuse a load if it cannot be done within the legal working time. Keedwell Konnect Ltd accepts no responsibility for any subcontractor who is caught breaking the rules and regulations. All and any costs and or penalties arising from any breach of said rules and regulations are the sole responsibility of the Subcontractor.

Would you please sign / date and return this declaration within 7 working days confirming your understanding and acceptance of our terms of business.

Yours sincerely,



Dan Carter
Director

(on behalf of Subcontractor) I agree to the above terms and conditions.

Signed: _____ Position: _____

Print Name: _____ Date: _____

On Behalf of : _____