**Terms and Conditions
2024**

This Terms & Conditions document, in conjunction with the RHA Conditions of Carriage; RHA Conditions of Storage and Supplementary Fees & Charges document, constitutes the agreement between the parties and unless otherwise agreed in writing, these terms prevail over any other terms of business or purchase conditions (or similar) put forward by the customer and/or its clients or representatives.

It is a condition of our accepting these terms and conditions that the Directors or any Private Limited Company are jointly and severally liable along with their Company for the payment of our fees and costs and any interest, compensation, and debt collection costs thereon.

These terms and conditions are governed by the Laws of England and Wales and are subject to the exclusive jurisdiction of the English and Welsh Courts.

By acceptance of any quotation and/or commencement of any business transaction between the parties, it is accepted that the customer and/or its clients or representatives have read and accept these Terms & Conditions of Business.

QUOTATIONS & BOOKINGS

Any quotations for business made by JWMTL are made on the following terms.

The quoted price excludes VAT and is valid ONLY on the day that the quotation was made and for 24 hours thereafter, unless otherwise agreed in writing.

Any booking made against a JWMTL quotation MUST be confirmed in writing.

By confirming a quotation and making a booking, the customer is also confirming that they agree to the “Customer/Client Responsibilities” as detailed below.

The quoted price for any job allows for 1 hour to load / and 1 hour to unload. Demurrage charges are applicable thereafter at the appropriate rate per type of vehicle (The demurrage rate varies between vehicle types and is charged on a per-hour, per-vehicle basis) based on normal weekday working, unless otherwise stated. See the JWMTL “Supplementary Fees & Charges” document for details.

DAY RATE

Any quotation given or booking confirmed on a Day Rate basis is based upon a maximum of 10 hours.

This time includes all travel time to and from the relevant JWMTL operating base.

CUSTOMER/CLIENT RESPONSIBILITIES

It is the customers / client’s responsibility to ensure the following:

1. Access to and egress from the collection & delivery points is of suitable size for the commercial vehicles that is required to undertake the transportation of goods.

*JWMTL will make every effort to access the site(s) provided it is safe to do so. If we are unable to access the sites a missed delivery or collection charge will be chargeable equivalent to 100% of the quoted price.*

1. All access roads must be of good, solid construction and able to take the weight of the collection/delivery vehicle, which can be up to 44 tonnes gross vehicle weight.

*The JWMTL driver will assess the access prior to proceeding however if our vehicle becomes stranded for whatever reason, any costs incurred by JWMTL in recovering the vehicle, along with any consequential losses (damage repairs, loss of use) incurred by JWMTL, will be the customers' responsibility to pay. This also includes any ground reinstatement work if necessary.*

1. The consignment MUST be presented for transport in a condition that is fit for the type of transportation that has been booked. This means that the consignment MUST be correctly packaged, palletised, crated and/or wrapped to ensure safe transportation. Furthermore, the consignment MUST NOT have any lose component(s), debris or fluid(s) that are not satisfactorily contained within the packaging or wrapping, such that any component, debris, or fluid may fall or spill during transport.
*The JWMTL driver will access this at the point of loading and will be the final arbiter of whether the consignment is in a fit state to be transported.*
2. The Customer/Client will ensure that any underground or over-ground services and substructures are identified in advance to JWMTL and driver.
*JWMTL will make every effort to mitigate the risk of damage to public and private property whilst loading and unloading the vehicle. However, in the unlikely event of damage being caused to public and/or private property, JWMTL will not be held responsible as it is the customer’s and their client’s or representative's duty to ensure the loading and unloading areas are suitably prepared for the size and type of vehicle required to undertake the transport and or lifting of their goods.*
3. Customers and/or their Client or Representative MUST provide full details of all items to be transported and lifted. These include but are not limited to:
	1. Full details regarding the Collection & Delivery points.
	2. Dimensions & weights of the load – item to be transported and lifted + pictures
	3. Access & Egress of the collection & delivery points + pictures
	4. Load / Item characteristics and or sensitivity
	5. Collection & Delivery restrictions such as:
		1. Road Restrictions (weight, height, time)
		2. Proximity to an Airfield
		3. Within an area with restriction on radio wave signals
		4. Proximity to a marine wharf or a railway line
		5. Details of any underground services or overhead cables within lifting zones.
4. The JWMTL driver on site will assess all the conditions that are prevailing at the time and will ultimately make the decision regarding whether it is safe to proceed with loading and/or unloading operations. If the driver deems it is unsafe to proceed, the job will be aborted and the quoted charge(s) will still be applicable.
5. A full site safety visit by a fully qualified JWMTL Appointed Person, is always available upon request. This is chargeable and charges will be agreed prior to a site visit taking place

**PLEASE NOTE:
Should any Customer and/or its Client or Representative fail to fulfil their obligations as outlined above, JWMTL reserve the right to cancel any given quotation, or work in progress, at any time.
Any such cancellation will incur Cancellation Charges as outlined in the JWMTL Supplementary Fees & Charges document.**

CANCELLATIONS

Cancellation of a confirmed booking will be subject to a cancellation fee as stated in the JWMTL Supplementary Fees & Charges document.

DELIVERY / COLLECTION TIMES

Delivery/Collection times cannot be guaranteed. Whilst every effort will be made to fulfil any specific job timing requirements, JWMTL will not be held liable for any delays and/or consequential losses incurred by the customer, due to factors that are outside of JWMTL’s immediate control.

NON CREDIT ACCOUNT PAYMENT TERMS
Cleared funds are required no less than one business day prior to the agreed date of the business transaction.

CREDIT ACCOUNT PAYMENT TERMS
Strictly 30 days from the end of the invoice date month, unless otherwise agreed in advance, in writing.
Credit account facilities are subject to status and verification via Credit Reference agencies.
Credit facilities will NOT be offered to any person, company or entity who is or has been subject to bankruptcy or insolvency proceedings.
Exceeding any agreed Credit Account Credit Limit will require payment to be made, and be cleared, to bring the account into order, before any further business will be transacted.

LATE PAYMENT
In accordance with The Late Payment of Commercial Debts (interest) Act 1998 (as subsequently amended), we reserve the right to charge interest, late payment compensation and both internal and external debt recovery costs on any amount(s) overdue.

We reserve the right to suspend business transactions and cancel any future business transaction (bookings) until such time as the account is brought up to date. Any cancelled transactions will be subject to any Cancellation charges as stated in the “Supplementary Fees & Charges 2024” document.

In the event of non-payment, late payment and/or repeated late payment, we reserve the right to withdraw any agreed credit facilities, at which point all amounts outstanding will become due for immediate payment regardless of the due date.

**By acceptance of a JW Morley Transport Ltd quotation, given verbally, in writing, by email or by any other method, Customers are deemed to have accepted that any of the above fees or charges may be applied in addition to the quotation value that was given for the work to be undertaken.**