

1. **These Terms**
- 1.1 **What these terms cover.** These are the terms and conditions on which we supply pallet delivery services when you order those services by submitting a service booking via our website at <https://www.palletline.co.uk/>.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your service booking to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
- 1.3 **The Road Haulage Association Limited Conditions of Carriage 2009 ("RHA Terms") apply.** The RHA Terms will apply to the contract we enter into with you in addition to these terms. A copy of the RHA Terms can be found here: **[Click Here]**. In the event of any conflict or ambiguity between these terms and the RHA Terms, these terms will apply to the extent required to resolve the conflict or ambiguity.
- 1.4 **Are you a business customer or a consumer?** You will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if you are an individual buying services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession). If you are a consumer we are under a legal duty to supply services that are in conformity with the contract we have entered into with you.
- 1.5 **If you are a business customer,** these terms constitute the entire agreement between us in relation to your purchase of services. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you will have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms.
2. **Information About Us and How to Contact Us**
- 2.1 **Who we are.** We are Palletline Limited a company registered in England and Wales. Our company registration number is 02277533 and our registered office is at The Palletline Centre, Starley Way, Birmingham, West Midlands, B37 7HB. Our registered VAT number is GB 844 2976 96.
- 2.2 **How to contact us.** You can contact us by telephone on +44 (0)121 767 6870 or by writing to us at customerservices@palletline.com.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your service booking.
- 2.4 **"Writing" includes emails.** When we use the words "**writing**" or "**written**" in these terms, this includes emails but not fax.
3. **Our Contract With You**
- 3.1 **Your service booking.** You may only submit service bookings on your own behalf or on behalf of persons or organisations for whom you are legally entitled to act. If you are not the owner of the goods loaded onto your pallet and which are to be delivered by us in accordance with your service booking, you warrant that you have the owner's permission to arrange for the goods to be delivered pursuant to the service booking submitted by you and to enter into the contract with us.
- 3.2 **How we will accept your service booking.** We will email you to acknowledge receipt of your service booking. However, that acknowledgement is not acceptance. Our acceptance of your service booking will take place only when we email you to

accept it, at which point a contract will come into existence between you and us. It is your responsibility to ensure that the service booking is accurate as mistakes cannot be rectified after your service booking has been accepted without our agreement and any such changes may affect the price of the services and other factors such as timing.

- 3.3 **If we cannot accept your service booking.** If we are unable to accept your service booking, we will inform you of this and will not charge you for the service.
- 3.4 **Consignment number.** We will assign a consignment number to your service booking and tell you what it is when we accept your service booking. It will help us if you can tell us the consignment number whenever you contact us about your service booking.
4. **Your Rights to Make Changes**
If you wish to make a change to the service you have ordered, for example, if you wish your pallet to be re-directed to an address, which is different to that stated on the original service booking, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the service, the timing of supply or anything else resulting from your requested change and ask you to confirm whether you wish to go ahead.
5. **Our Rights to Make Changes**
We may change the services to reflect changes in relevant laws and regulatory requirements and to implement minor technical adjustments and improvements, for example to address a security threat.
6. **Providing the Services**
- 6.1 We will provide the services on the date agreed with you during the order process. You will be asked to select pick-up and delivery dates during the online order process. Our standard collections and deliveries take place Monday - Fridays between the hours of 09:00 - 17:00. We can collect/deliver outside of these times subject to your payment of a premium collection/delivery charge.
- 6.2 A properly authorised person will be required to sign for each collection and delivery. That person may be you or someone nominated by you in the case of collection. In the case of delivery, that authorised person may be the recipient or a person nominated by the recipient. It is your responsibility to ensure that an authorised person is present in each case.
- 6.3 You will co-operate with us in all matters relating to the services we have agreed to provide and you will provide us and our subcontractors with access to your premises as reasonably required to provide the services.
- 6.4 **What will happen if you do not give required information to us.** We need certain information from you so that we can supply the services, for example, the collection address, delivery address, recipient's name and a telephone contact number for you and the recipient. If you do not give us this information, or if you give us incomplete or incorrect information, we may either end the contract (and paragraph 8.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the services late or not supplying any part of them or for any losses you may incur to the extent this is caused by you not giving us accurate information that we need to supply the services.
- 6.5 **We are not responsible for delays outside our reasonable control.** If our supply of the services is delayed by an event outside our reasonable control then we will contact you as soon as possible to let you know and we will take steps to

minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

6.6 Packaging, labelling and insurance. You must ensure that your pallet has been packaged so as to ensure safe transportation and handling and to reduce the risk of harm to other pallets/consignments, persons and the environment. All goods must be presented for collection as shrink-wrapped pallets. Unless otherwise agreed with you in writing, a "pallet" means a single item or items carried on a wooden, metal or plastic base which meets the requirements in terms of size and weight as set out in this paragraph 6.6 and as are notified to you during the online order process. During the online order process, you will be asked to select how many pallet spaces you require based on the "footprint" of your pallet. The footprint means the space that the pallet will take up on the floor of the vehicle and includes any overhang over the edge of the pallet and is the measurement of the widest points of each side of the pallet. The pallet requirements are as follows:

Pallet Type	Pallet Spaces	Lifts	Maximum Weight	Maximum Footprint Length x Depth*	Maximum Height
Quarter	1	1	250kg	1.00m x 1.20m	0.6m
Half	1	1	500kg	1.00m x 1.20m	1.0m
Full – Tail lift	1	1	750kg	1.52m x 1.22m	2.29m
Full – Tail lift Assist	1	1	1000Kg	1.52m x 1.22m	2.29m
Full – Non Tail Lift	1	1	1,250kg	1.52m x 1.22m	2.29m
Oversize	2	1	2,000kg	2.44m x 1.22m	2.29m
	3	1	2,000kg	3.65m x 1.22m	2.29m

* The maximum pallet size to be sent through the network will be 3.65m x 1.22m x 2.29m, unless prior agreement has been given by Palletline.

Please note that certain delivery points require lower pallet height restrictions and we will let you know if this applies to the delivery point you have selected during the online order process. If you are unsure whether your pallet meets the requirements set out in this paragraph 6.6 and as are notified to you during the online order process, please call us before you submit your service booking. Your pallet must be clearly labelled with the recipient's name and the delivery address and you must provide a copy of your service booking confirmation to the delivery driver collecting your pallet. Our liability in respect of your pallet and the services we are providing is limited in accordance with the RHA Terms and you should read those terms carefully. Importantly, our liability is limited to £1,300 per tonne based on the gross weight of the goods actually lost, mis-delivered or damaged. So, for example, if your goods weigh 250 kilos and they are lost, mis-delivered or damaged by us or our subcontractors, we will not be liable for more than £325. If you require insurance cover beyond this then you should arrange this yourself.

6.7 Content of your pallet. Dangerous goods within your pallet must be disclosed to us during the online order process. Your pallet must not contain:

- 6.7.1 financial items including cash, currency, money orders, bonds, non-cancelled postage or revenue stamps, travellers cheques and vouchers;
- 6.7.2 precious stones, precious metals and/or articles containing precious stones or precious metals;
- 6.7.3 live stock;
- 6.7.4 dangerous or hazardous items;

- 6.7.5 pornographic, obscene, racist, libellous, offensive or prohibited publications;
- 6.7.6 goods requiring any form of temperature control;
- 6.7.7 uncleared goods i.e. items which are not in free circulation within the European community;
- 6.7.8 human waste products;
- 6.7.9 firearms (class 1) products;
- 6.7.10 stolen goods, narcotics or any other illegal item or substance; or
- 6.7.11 strong odorous products.

We may at any time at your sole risk and expense return the whole or part of any pallet which we reasonably believe to be dangerous or destroy or otherwise dispose of the whole or part thereof if we consider it necessary to do so in the interests of health and safety.

6.8 **Collecting the pallet from you.** Your pallet must be presented for collection at the agreed date, time and location and in accordance with the specification information described in paragraph 6.6 and 6.7 (above). If your pallet does not meet the specifications in paragraph 6.6 or 6.7, we may charge you for any additional costs incurred by us as a result and/or we may refuse to collect/deliver your pallet. If you do not make your pallet available for collection at the agreed date, time and location and, despite our reasonable efforts, we are unable within 24 hours of the original scheduled collection time to arrange with you that we make a second attempt to collect your pallet, we may end the contract and paragraph 8.2 will apply. If you ask us to make such a second attempt to collect the pallet, we will place a corresponding new job in your shopping basket which you will be able to view by logging into your account on our website. If you wish to proceed with that new job then you must pay for that service online before we provide it.

6.9 **Delivering the pallet.** Our delivery driver will deliver the pallet to the ground floor of the premises at the delivery location (subject to access restrictions). If our first attempt to deliver the pallet fails for any reason (other than by reason of our default), we will let you know and we will ask whether you would like us to attempt to re-deliver the pallet. We may agree to re-deliver the pallet provided that you pay us a reasonable sum to compensate us in respect of the failed delivery and you pay us in advance for the second delivery attempt you ask us to make. If you do ask us to re-deliver the pallet, we will place a new corresponding job in your shopping basket which you will be able to view by logging into your account on our website. If you wish to proceed with that new job then you must pay for that service online before we provide it. If you do not ask us to re-deliver the pallet, we will return your pallet to you at the original collection location on a standard delivery service basis and we will charge you for that delivery.

6.10 **Waiting time.** If we are unable to complete collection or delivery because an authorised person is not present as required by paragraph 6.2 (above), our driver will telephone you or the recipient (depending upon whether it is a collection or delivery) using the contact telephone number provided in your service booking. Our drivers will be permitted to wait no more than 15 minutes for an authorised person to attend. If an authorised person does not attend within 15 minutes of our driver's arrival, we will charge you a wasted journey fee.

6.11 **Access.** During the online order process you must tell us if a tail lift vehicle will be required for loading/unloading. The collection and delivery locations must each be able to accommodate the presence of a heavy goods vehicle. If it is necessary for

the heavy goods vehicle to enter the collection and/or delivery location for example, so that it can get off the main road and close enough for loading purposes, then an entry point which is at least 9 feet wide and tall is required. If it is not necessary for the heavy goods vehicle to enter the collection and/or delivery location then there must be suitable off road loading/unloading space available for the pallet to be safely loaded/unloaded (as the case may be). Our drivers will not wait, load, unload or park in restricted zones. Our standard delivery vehicles are 18 tonnes but more detailed dimension information is given in a diagram which is displayed during the online order process. If you think that there may be any issues with access to the collection and/or delivery location then please contact us by phone before you submit your service booking. If our driver is unable to access the delivery/collection location safely or lawfully such that the collection/delivery cannot be made or if our driver is delayed for these reasons, then you will be required to pay us a reasonable sum to compensate us in respect of our associated losses.

- 6.12 **Holding goods on your behalf after a failed delivery.** If we are still holding your pallet for any reason (other than by reason of our default) 5 days after the original scheduled delivery date (i.e. because a delivery attempt has failed and we have been unable to make arrangements with you either to attempt to re-deliver the pallet to the recipient or to deliver the pallet back to the original collection location), we will charge you storage and handling fees starting on the sixth day after the original scheduled delivery date. You will be required to pay a £5.00 handling fee plus a fee of £1.00 per pallet per day for storage and these sums must be paid before we will release your pallet to you. If, 14 days after the original scheduled delivery date, you have not made arrangements with us either for us to attempt to re-deliver the pallet to the recipient or to deliver the pallet back to the original collection location, provided that we have given 7 days' notice to you, we may at our election sell your goods in such manner and at such price as we think fit or dispose of your goods. If we sell your goods we will apply the proceeds of any such sale in the manner described in paragraph 6.14 (below).
- 6.13 **Additional charges.** If you are required to pay any charges in addition to those paid when you submitted your original service booking, we will contact you to let you know. You will be required to log in to your account on our website in order to pay any such additional charges within 14 days of our notifying you that such charges are payable.
- 6.14 **Lien and power of sale.** We will have, in addition to any other right or remedy available to us, a lien and power of sale over the goods comprising your pallet for all fees, costs and expenses charged under or in connection with these terms. If any such sums remain unpaid (in full or in part) more than 14 days after it becomes due, we are entitled to retain your goods in our possession until full payment is made and dispose of your goods in such manner and at such price as we think fit on the expiry of 14 days' notice to you. We will apply the proceeds of any disposal under this paragraph 6.14 in the following order: first payment of disposal costs; secondly payment of outstanding fees; thirdly costs and expenses charges under or in connection with these terms; and finally payment of any remainder to you.
7. **Your Rights to End the Contract**
- 7.1 **Ending the contract because the services are mis-described.** You may have a legal right to end the contract in these circumstances or to request for the services

to be re-performed or to get all or some of your money back. See paragraph 10 if you are a consumer and paragraph 11 if you are a business.

- 7.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at paragraphs 7.2.1 to 7.2.4 (below) the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:
- 7.2.1 we have told you about an upcoming change to these terms which you do not agree to;
 - 7.2.2 we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;
 - 7.2.3 there is a risk that supply of the services may be significantly delayed because of events outside our reasonable control; or
 - 7.2.4 you have a legal right to end the contract because of something we have done wrong.
- 7.3 **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then for most services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights are contained in the Consumer Contracts Regulations 2013. However, your right as a consumer to change your mind does not apply in respect of services, once these have been completed, even if the cancellation period is still running. To exercise your right to change your mind, you have 14 days after the day we email you to confirm we accept your service booking. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind. For example, if we have collected your pallet but not yet completed delivery of it to your recipient before you tell us that you have changed your mind, you will be liable for our reasonable charges in respect of our collection and return to you of the pallet.
- 7.4 **Cancellation by consumers after the 14 day cancellation period or by business customers.** If you are a consumer and you wish to cancel the services you have ordered after the 14 day cancellation period mentioned at paragraph 7.3 (above) or if you are a business wishing to cancel the services ordered then please contact us to let us know. If you contact us to cancel the services no later than 5pm on the day before the date the collection is scheduled, then a cancellation fee will be payable based on 10% of the total service cost. If the services are cancelled on the day agreed for collection, then a cancellation fee will be payable based on 50% of the total service cost.
- 7.5 **How to end the contract.** To end the contract with us, please let us know using the contact details above.
- 7.6 **How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the services, by the method you used for payment. However, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
- 7.7 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then

your refund will be made within 14 days of your telling us you have changed your mind.

8. **Our Rights to End the Contract**

8.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

8.1.1 your pallet does not comply with these terms, for example, the requirements in paragraphs 6.6 or 6.7;

8.1.2 you do not, within a reasonable time of us asking for it, provide us with information that we reasonably request for the purpose of providing the services; or

8.1.3 you do not, within a reasonable time allow us to collect your pallet as agreed.

8.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in paragraph 8.1, we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9. **Price and Payment**

9.1 **Where to find the price for the service.** The price of the services (excluding VAT which will be shown separately if applicable) will be the price indicated on the order pages when you submitted your service booking. We take all reasonable care to ensure that the price of the service advised to you is correct. However, it is always possible that, despite our best efforts, the services may be incorrectly priced. We will normally check prices before accepting your service booking so that, where the services' correct price at your service booking date is less than our stated price at your service booking date, we will charge the lower amount. If the service's correct price at your service booking date is higher than the price stated to you, we will contact you for your instructions before we accept your service booking.

9.2 **We will pass on changes in the rate of VAT.** If VAT applies and the rate of VAT changes between your service booking date and the date we supply the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.

9.3 **When you must pay and how you must pay.** We accept payment by credit card and debit card. You must pay for the services before we provide them at the time you submit your service booking.

9.4 **Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9.5 **Processing payment transactions.** Payment transactions by card will be processed by Sage Pay and/or Streamline Merchant Services who will collect payment for the transaction from you. Sage Pay and Streamline Merchant Services are responsible for handling all payment card transactions and for transferring such monies to us at the appropriate time. If any issues arise relating to the transfer of monies from your payment card or the handling of card details, such issues will be the responsibility of Sage Pay and/or Streamline Merchant Services (as the case may be). In the case of any refunds we agree are due to you, we may instruct Sage Pay and/or Streamline Merchant Services to credit appropriate monies to your

payment card and once we have taken such action, our responsibilities in this regard are deemed to have been fulfilled.

10. **Our Responsibility for Loss or Damage Suffered By You If You Are a Consumer**

10.1 **We are responsible to you for foreseeable loss and damage caused by us.**

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

10.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation and for breach of your legal rights in relation to the services.

10.3 **We are not liable for business losses.** If you are a consumer, we only supply the services for to you for domestic and private use. If you use the services for any commercial, business or re-sale purpose our liability to you will be limited as set out in paragraph 11.

10.4 **Our liability is limited.** Our liability in respect of your pallet and the services we are providing is limited in accordance with the RHA Terms and you should read those terms carefully. Importantly, our liability is limited to £1,300 per tonne based on the gross weight of the goods actually lost, mis-delivered or damaged. So, for example, if your goods weigh 250 kilos and they are lost, mis-delivered or damaged by us or our subcontractors, we will not be liable for more than £325.

11. **Our Responsibility for Loss or Damage Suffered By You If You Are a Business**

11.1 Nothing in these terms will limit or exclude our liability for:

- 11.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- 11.1.2 fraud or fraudulent misrepresentation;
- 11.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; or
- 11.1.4 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

11.2 Except to the extent expressly stated in paragraph 11 all terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

11.3 Subject to paragraph 11.1 we will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us.

11.4 Our liability in respect of your pallet and the services we are providing is limited in accordance with the RHA Terms and you should read those terms carefully. Importantly, our liability is limited to £1,300 per tonne based on the gross weight of the goods actually lost, mis-delivered or damaged. So, for example, if your goods weigh 250 kilos and they are lost, mis-delivered or damaged by us or our subcontractors, we will not be liable for more than £325.

- 11.5 If you wish to make a claim against us, you must follow the procedures and comply with the time limits set out in the RHA Terms.
- 11.6 **Indemnity.** You will indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with any non-compliance by you with these terms.
12. **How We May Use Your Personal Information**
We will only use your personal information as set out in our privacy policy which can be found here: [[Click Here](#)].
13. **Other Important Terms**
- 13.1 **We may transfer our contract to someone else.** We may transfer our rights and obligations under these terms to another organisation. We may appoint subcontractors to perform the services on our behalf.
- 13.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 13.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person will have any rights to enforce any of its terms.
- 13.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 13.6 **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.
- 13.7 **Alternative dispute resolution if you are a consumer.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are a consumer and are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use, please contact us for details. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.
- 13.8 **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales and the courts of

England and Wales will have exclusive jurisdiction to settle any such dispute or claim.