



## Iceotemp Ltd - Terms of Business

### 1. Definitions

**The Company** means Iceotemp Ltd.

**Customer** means the person (corporate or otherwise) who contracts with the Company for the carriage of goods.

**Goods** means any item collected or received by the Company for onward delivery as instructed by the Customer.

**Quotation** means a cost given to the customer by the company in writing based on the information provided.

### 2.1 Transport Requests - Pallets

The Company requires all delivery requests to be confirmed via email to [customerservice@iceotemp.co.uk](mailto:customerservice@iceotemp.co.uk) no later than 14.00 on the day prior (Monday - Friday) to collection/receipt of the goods by the Company. Additions and late orders will be accepted by the Company up to 18.00 at the discretion of the Company.

Pallet transport requests must contain the following information: your company name, collection date, your order number (number that will be quoted on your invoice), number of units on pallets, approximate weight, temperature (Ambient / chilled or frozen) , collection point (name and town including full postcode), delivery point (name and town including full postcode), delivery date, supplier name and order number (to be quoted when booking in consignments).

Verbal transport requests for any delivery/collection service will not be accepted.

### 2.2 Transport Requests - Samples

The Company requires all sample delivery requests to be confirmed via email to [customerservice@iceotemp.co.uk](mailto:customerservice@iceotemp.co.uk) no later than 14.00 on the day prior (Monday - Friday) to collection/receipt of the goods by the Company. Additions and late orders will be accepted by the Company up to 18.00 at the discretion of the Company.

Pallet transport requests must contain the following information: your company name, collection date, your order number (number that will be quoted on your invoice), number of units, approximate weight, temperature (Ambient / chilled or frozen) , collection point (name and town including full postcode), delivery point (name and town including full postcode), delivery date, supplier name and order number (to be quoted when booking in consignments).

Verbal transport requests for any delivery/collection service will not be accepted.

### 2.3 Transport Request - Direct Deliveries

Direct delivery requests to be confirmed via email to [customerservice@iceotemp.co.uk](mailto:customerservice@iceotemp.co.uk).

Direct delivery requests must contain the following information: your Company name, collection date, your order number (number that will be quoted on your invoice), number of boxes/cases/trays, approximate weight, temperature, collection point (name and town including full postcode), delivery point (recipient name & position, company name, recipient telephone number, full delivery address including full postcode), delivery date, supplier name and order number.

Verbal transport requests for any delivery/collection service will not be accepted.

### 2.4 Transport Requests - Delivery Windows

The customer must provide a delivery window of at the point of booking, delivery windows must be a minimum of 60 minutes. If the company cannot deliver within the given time window the company reserves the right to notify the customer and continue with other deliveries.

### 3.1 Loading and Unloading - Pallets

The Customer shall present the goods in a safe and secure condition. All goods should be palletised on standard UK (1200mm x 1000mm) or euro pallets (1000mm x 800mm). Product should not overhang the perimeter of the pallet and the pallet must not exceed 1.4 metres in height. The total weight of the pallet should not exceed 500 kilos unless agreed in writing with Iceotemp and pallets must be clearly labeled on two sides with the name of the delivery point and town. Pallets which are over 1.4 metres in height or are double stacked will be de-stacked and the customer will be charged for the total number of pallets delivered; not the number of pallets collected or received.



### **3.2 Loading and Unloading – Sample Deliveries**

The Customer shall present the goods in a safe and secure condition. All goods should be boxed and sealed. All boxes should clearly state quantity of the consignment (i.e. 1 of 3, 2 of 3 etc). The weight of each box/case/tray should not exceed 10 kilos and the total weight of each consignment should not exceed 100 kilos. All boxes/cases/trays should be clearly labelled with the recipient name, contact telephone number and position, Company name, and town including full postcode. All consignments should also clearly labelled with temperature ambient, chilled or frozen.

Collections will be made during the hours of 07.30 & 17.30 on the booked collection day (no collection times can be guaranteed). Deliveries will be made on the booked delivery day within the times specified by the Customer on the booking request.

#### **4.1. Temperature - Receipt and transport of goods**

The Company will monitor and record the temperature of goods from the collection point to the depot where a item / box or crate will be probed at goods in. The company will inform the customer via email of any instances where the temperature is above 8 degrees for chill and -15 degrees for frozen goods. The company will reseal goods and indicate on the packaging that it has been opened for temperature checking. The temperature of customers product will be monitored and recorded until loading onto our delivery vehicle. The company will record the temperature of goods between the depot and delivery point and provide an air temperature record at the delivery point if requested.

#### **4.1. Temperature – Delivery Point**

The Company cannot except responsibility for goods that are rejected due to high temperature after the delivery has been accepted and vehicle has left the delivery point.

### **5. Paperwork**

The Company will, if requested, sign a document acknowledging receipt of the quantity and description of goods for onward delivery as ascertainable by visual inspection only. The Company shall obtain a signed receipt for delivery of the goods using the paperwork supplied by the Customer. In the absence of any paperwork being supplied or incorrect information confirmed by the Customer, the Company shall not be held liable for any rejections. All delivery paperwork will be scanned and a copy held electronically, original copies will be destroyed unless a written request has been received from the customer that this is to be returned / retained.

### **6. Booking In - Pallet deliveries**

The Company will always endeavor to make a booking when required and aim to meet booking times +/- 30 minutes, however, due to the nature of road transport and the number of unforeseen circumstances which can have an impact on delivery times our liability for consequential loss in the event of a delay will be limited to the carriage charges which will be refunded in full in the event of a claim.

### **7. Access Restrictions**

Any delivery point which has access or parking restrictions in force for LGV vehicles may be subject to additional charges.

### **8. Delays**

The Company will allow 20 minutes for loading/unloading at each collection/delivery point. Delays in excess of 20 minutes at the delivery/collection point will be advised to the Customer in order to allow you to contact the delivery point and establish the nature of the delay. After a further 10 minutes the vehicle will continue with all other scheduled deliveries and your goods will be redelivered at a later date or returned to you subject to your further instructions. Charges will normally apply for both deliveries and collections. Should the goods not be available at the nominated collection point the Company reserves the right to charge for the consignment booked. Waiting time may be charged at the discretion of the Company at the rate of £25.00 per hour after the first hour (in chargeable blocks of 15 minutes or part thereof).

#### **8.1 Late Deliveries**

The company shall schedule deliveries to achieve the specified time windows but shall not in any circumstances be liable to any costs incurred for any late delivery or missed delivery or failure to deliver caused by transport delays or mechanical breakdown. The company shall inform the customer in advance of any such delays and reschedule any missed deliveries caused by mechanical breakdown.



## 9. Returns

Returns will carry a minimum charge of £25.00 for loose cases (maximum 10); returns of one or more pallets will be charged at the normal rate.

## 10. Pallet Return Policy

The Company will not exchange pallets on a one for one basis. All pallets are treated as non returnable packaging which can be collected subject to the normal Transport Request booking procedures set out above.

## 11. Tolls / Permits

Any additional tolls / parking charges or entry fees that Iceotemp incur when fulfilling delivery / collection requests may be added to the customers invoice, details of such charges will be confirmed with the customer on the day they are incurred.

## 12. Invoicing and Payment

The Company will invoice the Customer on a weekly basis for all deliveries made between Monday and Sunday of the previous week. All invoices are due for payment no later than 30 days from the invoice date.

Any unauthorised deductions made against invoices for transport charges such as outstanding claims may result in service being suspended and may also result in the Company exercising its right of lien over any other consignment to recover an amount equal to the unauthorised deduction plus interest at the rate of three percent above the base rate of the Bank of England prevailing at the date of the original invoice.

Should any invoice become overdue and not be discharged in full, the Company reserves the right to withdraw account facilities with immediate effect. This will result in any previously submitted invoices becoming due and payable at the time the account facilities are withdrawn.

### 12.1 Quotations

Quotations are valid for 7 days and will be in writing, any additional information or variation to the original request may affect the rate.

### 12.2 Rates

Customer rates will be agreed in writing and applied to the customers account, the rates shall be based on information provided by the customer and these rates may be subject to change.

## 13. Damages

The company will make a visual inspection when collecting goods but shall not be liable for and damages within packaging, or during loading or unloading. Any damage caused in transit will be notified to the customer.

## 14. Governing Law

These conditions shall be subject to and construed and interpreted in accordance with English law and shall be subject to the jurisdiction of the courts of England.

### **I confirm that I have read and accept the terms of business of Iceotemp Ltd**

Company Name:

Signed:

Print Name:

Position in company: