

RHA CONDITIONS of CARRIAGE

All consignments are carried in accordance with the Road Haulage Association (RHA) Conditions of Carriage 2009. Further specifications of Section 13 of the RHA Conditions pertaining to **Time Limits for Claims** are outlined on page 2 of this claims guide. This Guide highlights the conditions that apply specifically to claims, as well as outlining the documentation that is required under the Palletline Network claims protocol.

Please be advised of the following time periods in which claims must be submitted in order for your claim to be considered:

Claim Periods	
Reason for Claim	Maximum Elapsed Time
Loss of goods	Written notification of intention to claim within 7 working days after termination of transit
Damaged Goods	
Partial Loss of Goods	

CLAIMS PROCESS

Steps 1 & 2: Submission and return of Claim Form

Contact Claims on claims@hacklings.co.uk to request a claim form

Once completed, please return the form via Fax 01451-812 328 or via email to claims@hacklings.co.uk or by post to:

Hackling House, Bourton Industrial Park, Bourton-on-the-Water, Gloucestershire GL54 2HQ

Step 3: Assessment

Once received, your claim will be evaluated. You will receive confirmation of this from us, in writing, and any further information required will be requested at this point.

CLAIM REQUIREMENTS

On submission of the claim, the following documentation is required:-

Standard Claim Form

Invoice to the carrier for the goods damaged, lost or mis-delivered – the value of the goods actually lost, mis-delivered or damaged shall be taken to be their invoice value if they have been sold and shall otherwise be taken to be the replacement cost thereof to the owner at the commencement of transit;

Commercial Invoice from supplier confirming cost price of goods damaged, lost or mis-delivered;

Copy of Customer's commercial invoice to the consignee

The above conditions must be satisfied before any customer claim is considered

CLAIM CONDITIONS

- UK Delivery
- John Hackling Transport's maximum liability for loss or damage to a consignment is the lesser of the cost price of the goods damaged, lost or misdelivered or £1.30 per kilogram
- Upon settlement of a claim, the carrier is entitled to salvage of the damaged goods
- Damaged or loss of goods shall not be grounds for the Customer to withhold or deduct any part of monies due for payment under our standard terms of trading. Claims will be settled, as such, on an individual basis



This claims guide highlights the conditions that apply specifically to claims:-

Section 13 – Time Limits for Claims

- (1) John Hackling (Transport) Ltd hereinafter referred to as 'the Carrier' shall not be liable for:
 - (a) Damage to the whole or any part of the Consignment, or physical loss, mis-delivery or non-delivery of part of the Consignment unless advised thereof in writing within seven days, and the claim is made in writing within fourteen days after the termination of transit;
 - (b) Any other loss unless advised thereof in writing within twenty-eight days, and the claim is made in writing within forty-two days after the commencement of transit.

Provided that if the Customer proves that,

- (i) It was not reasonably possible for the Customer to advise the Carrier or make a claim in writing within the time limit applicable, and
 - (ii) Such advice or claim was given or made within a reasonable time; the Carrier shall not have the benefit of the exclusion of liability afforded by this Condition.
- (2) The Carrier shall in any event be discharged from all liability whatsoever and howsoever arising in respect of the Consignment unless suit is brought within one year of the date when transit commenced.
 - (3) In the computation of time where any period provided by these Conditions is seven days or less, Saturdays, Sundays and all statutory public holidays shall be excluded.

Section 11 – Limitation of Liability

- (1) Except as otherwise provided in these Conditions, the liability of the Carrier in respect of claims for physical loss, mis-delivery of or damage to goods comprising the Consignment, howsoever arising, shall in all circumstances be limited to the lesser of
 - (a) The value of the goods actually lost, mis-delivered or damaged or
 - (b) The cost of repairing any damage or of reconditioning the goods or
 - (c) A sum calculated at the rate of £1,300 Sterling per tonne on the gross weight of the goods actually lost, mis-delivered or damaged;

And the value of the goods actually lost, mis-delivered or damaged shall be taken to be their invoice value if they have been sold and shall otherwise be taken to be the replacement cost thereof to the owner at the commencement of transit and in all cases, shall be taken to include any Customs and Excise duties or taxes payable in respect of those goods, provided that:

- (i) In the case of loss, mis-delivery or of damage to a part of the Consignment, the weight to be taken into consideration in determining the amount to which the Carrier's liability is limited, shall be only the gross weight of that part regardless of whether the loss, mis-delivery or damage affects the value of other parts of the Consignment
 - (ii) Nothing in this Condition shall limit the liability of the Carrier to less than the sum of £10
 - (iii) The Carrier shall be entitled to proof of the weight and value of the whole of the Consignment and of any part thereof lost, mis-delivered or damaged
 - (iv) The Customer shall be entitled to give to the Carrier, written notice to be delivered at least 7 days prior to commencement of transit requiring that the £1,300 per tonne limit in 11 (1) (c) above be increased, but not so as to exceed the value of the Consignment, and in the event of such notice being given, the Customer shall be required to agree with the Carrier an increase in the carriage charges in consideration of the increased limit, but if no such agreement can be reached, the aforementioned £1,300 per tonne limit shall continue to apply.
- (2) The liability of the Carrier in respect of claims for any other loss whatsoever (including indirect or consequential loss or damage and loss of market), and howsoever arising in connection with the Consignment, shall not exceed the amount of the carriage charges in respect of the Consignment or the amount of the claimant's proved loss, whichever is the lesser, unless;
 - (a) At the time of entering into the Contract with the Carrier, the Customer declares to the Carrier a special interest in delivery in the event of physical loss, mis-delivery or damage or of an agreed time limit being exceeded and agrees to pay a surcharge calculated on the amount of that interest, and
 - (b) At least 7 days prior to the commencement of transit, the Customer has delivered to the Carrier, written confirmation of the special interest, agreed time limit and amount of the interest.

