



Logistics & Freight Association of Ireland

STANDARD TRADING CONDITIONS

1ST EDITION

WAREHOUSING CONDITIONS OF CONTRACT

1ST EDITION NOVEMBER 2014



D5 Riverview Business Park, Nangor Road, Dublin 12, Ireland
t +353 (01) 811 8863 e office@lfai.ie

Logistics & Freight Association of Ireland (LFAI)
STANDARD TRADING CONDITIONS 1ST EDITION

The customer's attention is drawn to the specific clauses hereof which exclude or limit the company's liability, and those which require the customer to indemnify the company in certain circumstances, also those which limit time, and those which deal with conditions of issuing effective goods insurance being [clauses 8, 10, 11.1 and 11.2, 12-14 inclusive, 18-20 inclusive, and 24-29 inclusive](#)

DEFINITIONS AND APPLICATION

1. In these conditions the following words shall have the following meanings:
 - 1.1 **Company**
The LFAI member trading under these conditions
 - 1.2 **Consignee**
The person to whom the goods are consigned
 - 1.3 **Customer**
Any person at whose request or on whose behalf the company undertakes any business or provides advice, information or services
 - 1.4 **Direct Representative**
The company acting in the name of, and on behalf of the customer and/or owner with Revenue, C ain agus Custaim na h Eireann, Irish Tax and Customs.
 - 1.5 **Goods**
The cargo to which any business under these conditions relates
 - 1.6 **Person**
Natural person(s) or any body or bodies corporate
 - 1.7 **SDR**
Are Special Drawing Rights as defined by the International Monetary Fund
 - 1.8 **Transport Unit**
Packing case, pallets, container, trailer, tanker, or any other device used whatsoever for and in connection with the carriage of goods by land, sea or air
 - 1.9 **Owner**
The owner of the goods or transport unit and any other person who is or may become interested in them

1.10 Dangerous Goods

Means goods which are officially classified as hazardous as well as goods which are or may become of a dangerous, inflammable, radioactive noxious or damaging nature

2.1 Subject to [sub-paragraph 2.2](#) below, all and any activities of the company in the course of business, whether gratuitous or not, are undertaken subject to these conditions.

2.2 If any legislation, to include regulations and directives, is compulsorily applicable to any business undertaken, these conditions shall, as regards such business, be read as subject to such legislation, and nothing in these conditions shall be construed as a surrender by the company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation, if any part of these conditions be repugnant to such legislation to any extent, such part shall, as regards such business, be overridden to that extent and no further.

3 The customer warrants that he is either the owner, or the authorised agent of the owner and, also, that he is accepting these conditions not only for himself, but also as agent for and on behalf of the owner.

THE COMPANY

4.1 Subject to [clauses 11](#) and [12](#) below, the company shall be entitled to procure any or all of the services as an agent, or, to provide those services as a principal.

4.2 The company reserves to itself full liberty as to the means, route and procedure to be followed in the performance of any service provided in the course of business undertaken subject to these conditions.

5 When the company contracts as a principal for any services, it shall have full liberty to perform such services itself, or, to subcontract on any terms whatsoever, the whole or any part of such services.

6.1 When the company acts as an agent on behalf of the customer, the company shall be entitled, and the customer hereby expressly authorises the company, to enter into all and any contracts on behalf of the customer as may be necessary or desirable to fulfil the customer's instructions, and whether such contracts are subject to the trading conditions of the parties with whom such contracts are made, or otherwise.

6.2 The company shall, on demand by the customer, provide evidence of any contract entered into as agent for the customer. Insofar as the company may be in default of the obligation to provide such evidence, it shall be deemed to have contracted with the customer as a principal for the performance of the customer's instructions.

7 In all and any dealings with Revenue, Cáin agus Custaim na hÉireann, Irish Tax and Customs for and on behalf of the customer and/or owner, the company is deemed to be appointed and acts as, Direct Representative only. Unless agreed otherwise in writing, the supplying to the LFAI Member Company of data required for Customs formalities shall imply an order to perform such formalities. The LFAI Member should be supplied by shipper and or customer the correct (BTI) Binding Tariff Information, the correct tariff classification of the goods will result in the correct Duties and Taxes being paid. Revenue, Cáin agus Custaim na hÉireann, Irish Tax and Customs can be emailed at tarclass@revenue.ie

8.1 Subject to [sub-clause 8.2](#) below,

The Company:

- 8.1.1 has a particular lien, as well as a general lien on all goods and documents relating to goods in its possession, custody or control for all sums due at any time to the company from the customer and/or owner on any account whatsoever, whether relating to goods belonging to, or services provided by or on behalf of the company to the customer or owner. Storage charges shall continue to accrue on any goods detained under lien;
- 8.1.2 shall be entitled, on at least 28 days notice in writing to the customer, to sell or dispose of or deal with such Goods or documents as agent for, and at the expense of, the customer, and apply the proceeds in or towards the payment of such sums;
- 8.1.3 shall, upon accounting to the customer for any balance remaining after payment of any sum due to the company, and for the cost of sale and/or disposal and/or dealing, be discharged of any liability whatsoever in respect of the goods or documents.
- 8.2 When the goods are liable to perish or deteriorate, the company's right to sell or dispose of, or deal with the goods shall arise immediately upon any sum becoming due to the company, subject only to the company taking reasonable steps to bring to the customer's attention its intention to sell or dispose of the goods before doing so.
- 9 The company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by, or paid to, freight forwarders.
- 10.1 Should the customer, consignee or owner of the goods fail to take delivery at the appointed time and place when and where the company is entitled to deliver, the company shall be entitled to store the goods, or any part thereof, at the sole risk of the customer or consignee or owner, whereupon the company's liability in respect of the goods, or that part thereof, stored as aforesaid, shall wholly cease. The company's liability, if any, in relation to such storage, shall be governed by these conditions. All costs incurred by the company as a result of the failure to take delivery shall be deemed as freight earned, and such costs shall, upon demand, be paid by the customer.
- 10.2 The company shall be entitled at the expense of the customer to dispose of or deal with (by sale or otherwise as may be reasonable in all the circumstances):-
 - 10.2.1 after at least 28 days notice in writing to the customer, or (where the customer cannot be traced and reasonable efforts have been made to contact any parties who may reasonably be supposed by the company to have any interest in the goods) without notice, any goods which have been held by the company for 90 days and which cannot be delivered as instructed; and
 - 10.2.2 without prior notice, any goods which have perished, deteriorated, or altered, or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to the company, or third parties, or to contravene any applicable laws or regulations.
- 11.1 No insurance will be effected except upon express instructions given in writing by the customer and accepted in writing by the company, and all insurances effected by the company are subject to the usual exceptions and conditions of the policies of the insurers or underwriters taking the risk. Unless otherwise agreed in writing, the Company shall not be under any obligation to effect a separate insurance on the goods, but may declare it on any open or general policy held by the company.

- 11.2 Insofar as the company agrees to effect insurance, the company acts solely as agent for the customer, and the limits of liability under [clause 26.1.2](#) of these conditions shall not apply to the company's obligations under [clause 11](#).
- 12.1 Except under special arrangements previously made in writing by an officer of the company so authorised, or made pursuant to or under the terms of a printed document signed by the company, any instructions relating to the delivery or release of the goods in specified circumstances (such as, but not limited to, against payment or against surrender of a particular document) are accepted by the company, where the company has to engage third parties to effect compliance with the instructions, only as agents for the customer.
- 12.2 Despite the acceptance by the company of instructions from the customer to collect freight, duties, charges, dues, or other expenses from the consignee, or any other person, on receipt of evidence of proper demand by the company, and in the absence of evidence of payment (for whatever reason) by such consignee or other person, the customer shall remain responsible for such freight, duties, charges, dues, or other expenses.
- 12.3 The company shall not be under any liability in respect of such arrangements as are referred to under [sub-clause 12.1](#) and [12.2](#) hereof save where such arrangements are made in writing, and in any event, the company's liability in respect of the performance of, or arranging the performance of, such instructions shall not exceed the limits set out in [clause 26.1.2](#) of these conditions.
- 13 Advice and information, in whatever form it may be given, is provided by the company for the customer only. The customer shall indemnify the company against all loss and damage suffered as a consequence of passing such advice or information on to any third party.
- 14 Without prior agreement in writing by an officer of the company so authorised, the company will not accept or deal with the goods that require special handling regarding carriage, handling or security whether owing to their thief attractive nature or otherwise including, but not limited to bullion, coin, precious metals and stones, jewellery, watches, valuables, antiques, pictures, bonds, deeds, plans, securities, stamps, treasury notes, cast iron, cement, cigarettes, cigars, tobacco, fragile articles, furs, sheepskins, hides, perishables, frozen or chilled goods, human remains, livestock, pets, plants, unprotected goods, shipments in bulk. Should any customer nevertheless deliver any such goods to the company, or cause the company to handle or deal with any such goods, otherwise than under such prior agreement, the company shall have no liability whatsoever for or in connection with the goods, howsoever arising.
- 15 Except pursuant to instructions previously received in writing and accepted in writing by the company, the company will not accept or deal with goods of a dangerous or damaging nature, nor with goods likely to harbour or encourage vermin or other pests, nor with goods liable to taint or affect other goods. If such goods are accepted pursuant to a special arrangement, but thereafter, and in the opinion of the company, constitute a risk to other goods, property, life or health, the company shall, where reasonably practicable, contact the customer in order to require him to remove or otherwise deal with the goods, but reserves the right, in any event, to do so at the expense of the customer.
- 16 Where there is a choice of rates according to the extent or degree of the liability assumed by the company and /or third parties, no declaration of value will be made and/or treated as having been made except under special arrangements previously made in writing by an officer of the company so authorised as referred to in [clause 26.4](#)

THE CUSTOMER

17 The Customer warrants:

17.1.1 That the description and particulars of any goods or information furnished, or services required, by or on behalf of the customer are full and accurate, and

17.1.2 That any transport unit or pallet and/or equipment supplied by the customer in relation to the performance of any requested service is fit for purpose, and

17.2 That all goods have been properly prepared packed and labelled with respect to handling, transport, ocean & sea transit, storage, and shall be fully liable for proper, sufficient and adequate packing & stowage and marking are appropriate to any operations or transactions affecting the goods and the characteristics of the goods.

17.3 That where the company receives the goods from the customer already stowed in or on a transport unit, the transport unit is in good condition, and is suitable for the carriage to the intended destination of the goods loaded therein, or thereon, and

17.4 That where the company provides the transport unit, on loading by the customer, the transport unit is in good condition, and is suitable for the carriage to the intended destination of the goods loaded therein, or thereon.

18 Without prejudice to any rights under [clause 15](#), where the customer delivers to the company, or causes the company to deal with or handle goods of a dangerous or damaging nature, or goods likely to harbour or encourage vermin or other pests, or goods liable to taint or affect other goods, whether declared to the company or not, he shall be liable for all loss or damage arising in connection with such goods, and shall indemnify the company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith, and the goods may be dealt with in such manner as the company, or any other person in whose custody they may be at any relevant time, shall think fit.

19 The customer undertakes that no claim shall be made against any director, servant, or employee of the company which imposes, or attempts to impose, upon them any liability in connection with any services which are the subject of these conditions, and, if any such claim should nevertheless be made, to indemnify the company against all consequences thereof.

20 The customer shall save harmless and keep the company indemnified from and against:-

20.1 all liability, loss, damage, costs and expenses whatsoever (including, without prejudice to the generality of the foregoing it will be liable for any breach of Revenue, Cáin agus Custaim Na hÉireann, Irish Tax and Customs relating to goods imported or exported and undertakes to indemnify and keep indemnified the company against all actions, proceedings, costs, claims and demands arising out of any further breach, non-observance or non-performance of the same) arising out of the company acting in accordance with the customer's instructions or arising from any breach by the customer of any warranty contained in these conditions, or from the negligence of the customer, and

20.2 without derogation from [sub-clause 20.1](#) above, any liability assumed, or incurred by the company when, by reason of carrying out the customer's instructions, the company has become liable to any other party, and

- 20.3 all claims, costs and demands whatsoever and by whomsoever made or preferred, in excess of the liability of the company under the terms of these conditions, regardless of whether such claims, costs, and/or demands arise from, or in connection with, the breach of contract, negligence or breach of duty of the company, its servants, sub-contractors or agents, and
- 20.4 Any claims of a general average nature which may be made on the company.
- 21.1 The customer shall pay to the company in cash, or as otherwise agreed, all sums when due, immediately and without reduction or deferment on account of any claim, counterclaim or set-off.
- 21.2 the late payments in commercial transactions regulations 2012 in respect for all sums overdue the customer will pay the late payment interest rate 8.15% per annum (that is the ECB rate(at 1st July 2014) of 0.15% plus the margin of 8%) that rate equates to a daily rate of 0.022%
- 22 Where liability arises in respect of claims of a general average nature in connection with the goods, the customer shall promptly provide security to the company, or to any other party designated by the company, in a form acceptable to the company.

LIABILITY AND LIMITATION

- 23 The company shall perform its duties with a reasonable degree of care, diligence, skill and judgment.
- 24 The company shall be relieved of liability for any loss or damage if, and to the extent that, such loss or damage is caused by:-
- 24.1 strike, lock-out, stoppage or restraint of labour, the consequences of which the company is unable to avoid by the exercise of reasonable diligence; or
- 24.2 any cause or event which the company is unable to avoid, and the consequences of which the company is unable to prevent by the exercise of reasonable diligence.
- 25 Except under special arrangements previously made in writing by an officer of the company so authorised, the company accepts no responsibility with regard to any failure to adhere to agreed departure or arrival dates of goods.
- 26.1 Subject to [clause 2.2](#) and [11.2](#) above and [sub-clause 26.4](#) below, the company's liability howsoever arising and, notwithstanding that the cause of loss or damage be unexplained, shall not exceed
- 26.1.1 in the case of claims for loss or damage to goods:
- 26.1.1.1 The value of any loss or damage, or
- 26.1.1.2 a sum at the rate of 2 SDR per kilo of the gross weight of any goods lost or damaged whichever shall be the lower.
- 26.1.2 subject to [26.1.3](#) below, in the case of all other claims:

26.1.2.1

The value of the subject goods of the relevant transaction between the company and its customer, or

26.1.2.2

Where the weight can be defined, a sum calculated at the rate of two SDR per kilo of the gross weight of the subject goods of the said transaction, or

26.1.2.3

75,000 SDR in respect of any one transaction, whichever shall be the least.

26.1.3 in the case of an error and/or omission, or a series of errors and/or omissions which are repetitions of or represent the continuation of an original error, and/or omission

26.1.3.1

The loss incurred, or

26.1.3.2

75,000 SDR in the aggregate of any one trading year commencing from the time of the making of the original error, and/or omission, whichever shall be the lower.

For the purposes of [clause 26.1](#), the value of the goods shall be their value when they were, or should have been, shipped. The value of SDR shall be calculated as at the date when the claim is received by the company in writing.

26.2 Subject to [clause 2.2](#) above and [sub-clause 26.4](#) below, the company's liability for loss or damage as a result of failure to deliver, or arrange delivery of goods, in a reasonable time, or (where there is a special arrangement under [Clause 25](#)) to adhere to agreed departure or arrival dates, shall not in any circumstances whatever exceed a sum equal to twice the amount of the Company's charges in respect of the relevant contract.

26.3 Save in respect of such loss or damage as is referred to at [sub-clause 26.2](#), and subject to [clause 2.2](#) above and [Sub-Clause 26.4](#) below, the company shall not in any circumstances whatsoever be liable for indirect or consequential loss such as (but not limited to) loss of profit, loss of market, or the consequences of delay or deviation, however caused.

26.4 On express instructions in writing declaring the commodity and its value, received from the customer and accepted by the company, the company may accept liability in excess of the limits set out in [sub clauses 26.1](#) to [26.3](#) above upon the customer agreeing to pay the company's additional charges for accepting such increased liability. Details of the company's additional charges will be provided upon request.

27.1 Any claim by the customer against the company arising in respect of any service provided for the customer, or which the customer has undertaken to provide, shall be made in writing and notified to the company in the case for damage to the whole or any part of the consignment where the consignee has acknowledged (by signing a delivery note or otherwise) upon delivery that the consignment has been received in good condition, all signatures marked "unexamined" or "unchecked" are taken as goods received in perfect condition. Failing such acknowledgement unless the company is advised thereof within three (3) calendar days and a claim in respect thereof made in writing within fourteen (14) calendar days after the termination of transit and any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred

- 27.2 for any other loss unless the company is advised of the loss or non-delivery in writing (other than upon a consignment note or delivery document) within fourteen (14) calendar days and the claim is made in writing within twenty eight (28) calendar days after the commencement of transit and any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred.
- 27.3 Notwithstanding the provisions of [sub-paragraph 27.1](#) above, the company shall in any event be discharged of all liability whatsoever and howsoever arising in respect of any service provided for the customer, or which the company has undertaken to provide, unless suit be brought and written notice thereof given to the company within nine months from the date of the event or occurrence alleged to give rise to a cause of action against the company.
- 27.4 In the computation of time where any period provided by these Conditions is seven (7) days or less, Saturdays, Sundays, and all statutory public holidays shall be excluded.
- 28.1 To be regarded as Force Majeure are all circumstances which the company could not reasonably avoid and the consequences of which the company could not reasonably prevent
- 28.2 in the event of Force Majeure, the contract shall remain in force; The company's obligations shall, however, be suspended for the duration of the event of Force Majeure.
- 28.3 All additional costs caused by Force Majeure, such as carriage and storage charges, warehouse or yard rentals, demurrage & quay rents for vessels, trucks, trailers, insurance, removal, etc., shall be borne by the customer and shall be paid to the company at the company's initial request.
- 29.1 The mere statement by the customer of a time for delivery shall not be binding upon the company.
- 29.2 The company does not guarantee arrival times, unless agreed otherwise in writing

JURISDICTION AND LAW

- 30 These conditions and any act or contract to which they apply shall be governed by the Laws of the Republic of Ireland and any dispute arising out of any act or contract to which these Conditions apply shall be subject to the exclusive jurisdiction of the Republic of Ireland Courts.

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LFAI does not accept any responsibility for these conditions which are issued by LFAI for use solely by its Trading Members who have completed the indemnity required by LFAI

SOLE CONDITIONS

.....(*“the Company”*) is a member of the Logistics & Freight Association of Ireland, is not a common carrier, and undertakes all services subject solely to the following conditions, which can be varied only in writing by a Director, Company Secretary, or Partner of the Company.

If a Customer's acceptance document, purchase order or other documentation received by the Company before or after notification of these conditions, contains terms or conditions additional to, or at variance with these conditions, then every such additional or varying term or condition shall be of no effect.

IMPORTANT NOTE

THE CUSTOMERS ATTENTION IS DRAWN SPECIFICALLY TO CONDITION 3. Condition 3 has been included herein solely to relieve the owner of the goods (including any associated packing and equipment) the subject of this contract (*“the Goods”*), or the owner's agent, of the additional costs that the company would need to include to recover insurance charges were its liability not limited as provided for in **Condition 3. condition 3.5.2** will become operative at the option of the customer on the terms provided therein.

1. WARRANTY OF AGENCY

The customer warrants that it is either the owner of the goods or is authorised by such owner to accept these conditions on the owner's behalf.

2. CUSTOMER'S UNDERTAKINGS

2.1 The customer undertakes that:-

2.1.1 When presented for warehousing, the goods shall be securely and properly packed in compliance with any statutory regulations or official or recognised standards, and in such condition as not to cause damage or injury, or the likelihood of damage or injury, to the property of the company or to any other goods, whether by spreading of damp, infestation, leakage or the escape of fumes or substances, or otherwise howsoever.

2.1.2 Before presentation of the goods for warehousing, the customer will inform the company in writing of any special precautions necessitated by the nature, weight or condition of the goods and of any statutory duties specific to the goods with which the company may need to comply.

2.1.3 It will reimburse all duties and taxes that the company may be required to pay in respect of the goods, including situations where the liability to pay them arises due to the fault of the company or its employees or sub-contractors.

2.1.4 Unless prior to acceptance of the goods by the company, the company receives written notice containing all appropriate information, that none of the goods constitute *“Waste”* as defined in the Environmental Protection Act 1990.

2.1.5 Unless prior to acceptance of the goods by the company, the company receives written notice containing all appropriate information, that none of the Goods are or contain substances the storage of which would require the obtaining of any consent or licence or which, if they escaped from their packaging, would or may cause pollution of the environment or harm to human health.

2.1.6 It will be liable for any breach of Revenue, Cáin agus Custaim na hÉireann, Irish Tax and Customs Regulations relating to goods warehoused, and undertakes to indemnify and keep indemnified the company against all actions, proceedings, costs, claims and demands arising out of any further breach, non-observance or non-performance of the same

2.2 Notwithstanding any notice under [Condition 3.5.2](#), if there is a breach of contract by the customer, the customer will indemnify the Company against any loss or damage it suffers which is related to the breach, and will pay all costs and expenses (including professional fees) incurred, and the company's reasonable charges for dealing with the breach and its consequences. The customer will pay an extra storage charge equal to the amount of any fine or penalty payable by the company wholly or partly as a result of a breach by the customer of this contract. If the company suspects a breach of warranty in [Condition 1](#) or of any undertaking in [Condition 2.1](#) it may demand the immediate removal of any goods held for the customer, or itself arrange their removal without notice, at the customer's expense.

3. COMPANY'S LIABILITY FOR GOODS AND OTHER LOSSES

3.1 Except as provided in [Condition 3.3](#) below, the company does not insure the goods, and the customer shall make arrangements to cover the goods against all risks to the full insurable value thereof (including all duties and taxes).

3.2 Subject only to [sub-clause 3.3](#) below, the company excludes all liability whatsoever and howsoever arising in respect of the goods including (without limitation) all liability for loss, damage, duties and taxes, deterioration, delay, non-delivery, mis-delivery, unauthorised delivery or noncompliance with instructions ("Loss").

3.3 If and to the extent that Loss is directly caused by neglect or wilful act or default of the company, its employees (acting in furtherance of their duties as employees) or sub-contractors (acting in furtherance of their duties as sub-contractors) and subject to [sub-clause 3.4](#) below, the Company will accept liability for loss up to the Limit fixed by [sub-clause 3.5](#) below.

3.4 In no case whatsoever (including without limitation a case within [sub-clause 3.3](#) above) shall the company be liable for any loss of profit or income or indirect or consequential loss of any kind.

3.5 In no case whatsoever (including inter alia a case within [sub-clause 3.3](#) above) shall any liability of the company (including inter alia any liability in respect of duties and taxes) exceed a limit per tonne weight of that part of the goods in respect of which a claim arises ("the Limit") fixed as follows:-

3.5.1 If a higher limit has not been implemented under [3.5.2](#) below, the limit shall be a total of €100 per tonne weight.

3.5.2 The customer may require an increase in the per tonne limit under [3.5.1](#) by notice in writing to be received by the Company at least seven days(7) before the date ("the Date") on which the increased Limit is required to be operative. The notice shall state the increased limit and the nature and maximum value of the goods, including duty and taxes. The increased limit shall apply in respect of any cause of action arising after the date. The company shall accept such increase subject to payment by the customer within seven days (7) of invoice of the company's costs in insuring against its increased liability under the increased Limit.

- 3.6 Without prejudice to the company's rights under [clause 6](#) to be paid free from deductions, any limitation of liability on the part of the company shall be applied to any claim by the customer before any set off or counterclaim is asserted against money due to the company.
- 3.7.1 The company shall not be liable for any claim unless it has received written notice of the claim from the customer within twenty one days (21) (7 days in the case of sub-contract carriage) of the cause of the claim coming to the customer's knowledge, or of the goods being delivered by the company to, or to the use of the customer, whichever is the later.
- 3.7.2 No legal proceedings may be brought against the company unless they are issued and served, and no counterclaim may be raised unless full written details are received by the company, within 9 months of the event giving rise to the claim.
- 3.8 The company shall not be liable hereunder for any loss or damage to the extent that the same is caused or contributed to by a breach of any of the customer's warranties and undertakings (or by any of the circumstances by virtue of which the company is relieved of its contractual obligations in accordance with condition 8).

4. **EMPLOYEES AND SUB-CONTRACTORS**

- 4.1 The customer and the owner of the goods will not take any proceedings against any employee or sub-contractor of the Company for a claim.
- 4.2 Without prejudice to [condition 4.1](#) if an employee or sub-contractor pays or is liable to make a payment to the customer or owner of the goods in connection with a claim, the customer and the owner of the goods will each fully indemnify the company against any claim (including all costs and expenses) by the employee or sub-contractor against the company for reimbursement of or indemnity against that payment to the extent that it exceeds €100 per tonne weight, of that part of the goods the subject of a claim or any higher figure agreed under [condition 3.5.2](#)
- 4.3 In any of the circumstances referred to in [condition 4.4](#) hereof, and otherwise with the written consent of the customer, the company shall be entitled to sub-contract all or any part of its business and in this event these conditions shall apply to such services. The company shall be entitled to sub-contract with others for the security, cleaning, maintenance, repair and other services and works at the premises where the goods are located.
- 4.4 The circumstances referred to in [condition 4.3](#) hereof are actual or anticipated storm, flood, fire, explosion, breakdown or failure of plant and/or machinery, riot, civil disturbance, industrial dispute, labour disturbance, requirement of a responsible authority or any emergency reasonably requiring such action by the company.

5. **CHANGE OF CUSTOMER**

The customer may give written authority for the goods or any part thereof to be transferred by the company to the account of another party but subject to the customer ensuring before the effective date of the transfer that such other party notifies the company in writing that it is to become the customer and is to be bound by these conditions and by any notice given under [condition 3](#). Further, the customer agrees to continue to pay the company's charges until receipt and acceptance by the company of the other party's written notification.

6. CHARGES, PAYMENTS AND LIEN

The company's charges, which may be increased from time to time by at least twenty one (21) days' prior notice to the customer, shall be payable free of any deductions at such periodic intervals as may have been agreed between the parties, and in any event on the earlier of (a) the expiry of any agreed period of credit and (b) the time immediately before the removal of the goods from the company's custody or control. Interest on amounts due and unpaid shall be subject to, the late payments in commercial transactions regulations 2012 in respect for all sums overdue the customer will pay the late payment interest rate 8.15% per annum (that is the ECB rate (at 1st July 2014) of 0.15% plus the margin of 8%) that rate equates to a daily rate of 0.022%. Further, the company shall have on the goods a particular lien, as well as a general lien entitling it to retain the Goods as security for payment of all sums claimed by the company from the customer or the owner of the goods on any account (relating to the goods or not). Storage charges shall continue to accrue on any goods detained under lien.

7. TERMINATION

7.1 The goods shall be removed by the customer from the custody or control of the company at such date as may have been agreed between the parties. In the absence of such agreement, and otherwise where reasonably necessary, the company may at any time by notice in writing to the customer require the removal of the goods within 28 days from the date of such notice or, in the case of perishable goods, within 3 days.

7.2 In the event of failure by the customer by the due time to remove any of the goods from the custody or control of the company (notice in accordance with [condition 7.1](#) having been given) or to pay any amount claimed by the company, the company may, without prejudice to its other rights and remedies against the customer, give notice in writing to the customer of the company's intention to sell or otherwise dispose of the goods at the customer's entire risk and expense if such amount is not paid and/or such goods are not removed within 28 days, or in the case of perishable goods within 3 days from the date of such notice. On the expiry of such period, if such payment has not been made and/or the goods have not been so removed the company shall be entitled to sell or otherwise dispose of all or any part of the goods at the customer's entire risk and expense and the proceeds of any sale or disposal shall be remitted to the customer after deduction therefrom of all expenses and all amounts claimed by the Company from the customer or the goods owner on any account. The company will use a reasonably appropriate method of sale but will not be liable for any inadequacy in the price achieved.

7.3 In the case of perishable goods, notice under [Condition 7.2](#) may be combined with a notice under [condition 7.1](#)

8. FRUSTRATION OF CONTRACT

The company shall be relieved of its contractual obligations to the extent that their performance is prevented by, or their non-performance results wholly or partly, directly or indirectly from the act, neglect, or default of the customer, including any breach by the customer of these conditions. Or by storm, flood, fire, explosion, breakdown or unavailability of plant and/or machinery, riot, civil disturbance, industrial dispute, labour disturbance or cause beyond the reasonable control of the company.

9. GENERAL

9.1 Each exclusion or limitation in these conditions exists separately and cumulatively.

9.2 When reasonably necessary and at the discretion of the company, the goods may be carried, stored or handled with other compatible goods or transferred between stores.

9.3 Any notice or statement of account given by the company to the customer shall be duly given, if left at or sent by post to the last known address of the customer, or by facsimile to the last notified number, or by e-mail to the last notified e-mail address. Such notice or account shall, if posted, be deemed to have been given two (2) working days after posting and, if by facsimile or e-mail (in the case of e-mail, with delivery reported), the next working day.

10. **JURISDICTION AND LAW**

These conditions and any act or contract to which they apply shall be governed by the laws of the Republic of Ireland, and any dispute arising out of any act or contract to which these conditions apply shall be subject to the exclusive jurisdiction of the Republic of Ireland Courts.

11. **OTHER CONDITIONS OF BUSINESS**

If the business undertaken comprises or includes any of the following activities, then these conditions shall still apply to the activity, except to the extent that they are inconsistent with the company's own standard terms (if any) for such activity, in which case those standard terms shall apply (but these conditions will always apply in connection with the loading or unloading of the goods, or the transfer of the goods as referred to in [condition 9.2](#))

- (a) Carriage of goods
- (b) Vehicle repair and maintenance
- (c) Freight Forwarding.

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