

SUBCONTRACTOR APPROVAL FORM

FW015(a):AUG2018



CONFIDENTIAL

Company Information

Company Name:			
Address:			
Town/City:		County:	
Postcode:		Telephone No:	
Company Reg. No:		VAT No:	

Important Contacts

Finance/Credit Control:		Telephone No:	
Email:			
Operations/Traffic:		Telephone No:	
Email:			
Health & Safety:		Telephone No:	
Email:			
Quality Assurance:		Telephone No:	
Email:			

Quality Assurance Accreditations / Health & Safety

Is your company accredited to ISO9001?	YES	NO	Expiry date:	
Is your company accredited to ISO14001?	YES	NO	Expiry date:	
Is your company accredited to BRC Storage & Distribution?	YES	NO	Expiry date:	
If your company does not have ISO9001 does it have a written quality policy?		YES	NO	
Does your company have a written health & safety policy?		YES	NO	
Does your company have a near miss/incident reporting procedure?:		YES	NO	
Does your company record and monitor all non-conforming processes or outcomes?:		YES	NO	
Does your company have an anti-slavery/human trafficking policy? If so please attach a copy:		YES	NO	
Does your company have an ethical trading policy? If so please attach a copy:		YES	NO	

Operator Licensing

Does your company hold any Goods Vehicle Operator Licences? (Please attach copies)

Licence No:

Renewal Date:

Licence No:

Renewal Date:

Licence No:

Renewal Date:

Licence No:

Renewal Date:

Insurance

Please tick and attach copies of your valid insurance certificates

Motor Vehicle Insurance:

Public & Products Liability:

Employers Liability:

Frieght Liability (Goods In Transit):

Are there any exclusions to any insurance that we need to be aware of? If so please provide details below:

YES

NO

Terms and Conditions of Business

The following terms and conditions of business apply to the provision of transport services (the 'Services') carried out by the above-named Subcontractor (the 'Contractor') for Fagan & Whalley Ltd (the 'Company'). All work carried out is subject to these terms and conditions except to the extent that changes are expressly agreed in writing. These terms and conditions replace any others previously agreed between the Subcontractor and Fagan & Whalley Ltd. Nothing in any proposal or correspondence is intended to create a partnership between them as defined by the Partnership Act 1890 or otherwise.

1. Notification of Work

- 1.1. All orders for Services will be communicated to the Contractor either electronically by email or by other means agreed between the Company and the Contractor.
- 1.2. Communications in a form that cannot be substantiated by evidence in electronic or hard copy format will not be considered in the event of a dispute relating to the services between the Company and the Contractor.
- 1.3. All delays in the receipt of a request to carry out the Services or in undertaking the Services by the Contractor must be notified to the Company immediately.

2. Invoicing, exceptional cost authorisation and payment terms

- 2.1. Provided that the Contractor has fulfilled the service and performance criteria in these Terms & Conditions, the Company will pay the Contractor on presentation of a valid invoice and POD (if requested), pursuant to payment terms agreed in advance.
- 2.2. The following information must be supplied on each invoice. Failure to submit this information will result in the invoice being returned for amendment.
 - Company letterhead including VAT number
 - Invoice date and the Contractor invoice reference number
 - Date of the service performed
 - Fagan & Whalley Ltd job/PO number
 - Name of Fagan & Whalley Ltd customer account
 - Collection and delivery details
 - Net and gross values and VAT
- 2.3. Any exceptional costs over and above the standard rate agreed for the work, including demurrage/rebook/cancellation charges must be authorised by the Company and notified at the time incurred. Retrospective claims for additional charges will not normally be accepted by the Company.
- 2.4. Payment may be withheld if:
 - 2.4.1. The Contractor has not returned a valid proof of delivery document within the required timescales which demonstrates all goods have been received by the consignee; or
 - 2.4.2. There are liabilities outstanding to the Company or its customers relating to stock, pallets or other items of and for which the Contractor has taken custody and liability.
- 2.5. The Company reserves the right to deduct any monies owed to it by the Contractor (including liabilities relating to customer goods, pallets or other items) from any payments due to the Contractor under these terms and conditions.

3. Operating procedures

- 3.1. The Contractor agrees to undertake the job as notified and as specified by the Company.
- 3.2. The Contractor will be notified by email or other means of accepted communication of any updates; the Contractor must comply with future updates unless they notify the Company that they are unable or unwilling to comply.
- 3.3. The Contractor must be compliant with all relevant legislation whilst carrying out work on behalf of the Company.
- 3.4. By signing these Terms and Conditions the Contractor accepts its obligation to provide the Services in accordance with the above-mentioned operating specifications and procedures.

4. Service levels & performance requirements

- 4.1. The Company requires the Contractor to undertake all Services on the specified day and time in conjunction with the information supplied by the Company. This includes the use by the Contractor of the appropriate type of equipment required for Services being undertaken. Any variances to these requirements will be notified to the Contractor, and the Contractor shall inform the Company of any variances to agreed specifications.
- 4.2. If the Contractor cannot comply with the day and time requirements specified, they must contact the Company immediately to agree alternative arrangements.
- 4.3. If a consignment fails (i.e. is not accepted by the consignee) due to the Contractor presenting the consignment at a different day or time to that specified without alternative arrangements being agreed, the Contractor will be responsible for re-presenting the consignment to the consignee at an alternative time specified or returning the consignment to a location specified by the Company. These movements will be undertaken at the Contractor's own cost.

4.4. The Contractor must ensure that all pallets, stock, returns etc. are managed in conjunction with the customer-specific requirements.

4.5. The Contractor will be subject to ongoing performance monitoring. The Contractor will be advised if there are ongoing performance issues and given an opportunity to improve within agreed timescales. If the required improvement does not occur, the Company reserves the right to discontinue engaging the Services of the Contractor.

5. Insurance requirements

5.1. The Contractor agrees to have in place appropriate liability insurance to cover any risks involved in any job undertaken for the Company.

5.2. The Contractor must have fully comprehensive Goods in Transit insurance cover to a minimum RHA Conditions of Carriage at £1,300 per tonne (including loading and unloading).

6. Health and Safety

6.1. The Contractor must comply with any customer-specific Health & Safety information and instructions supplied by the Company. The Contractor will be wholly responsible for passing such information on to its employees or agents.

6.2. Contractors remain responsible for carrying out their own risk assessments and complying with all other relevant legal responsibilities under Health & Safety law.

6.3. The Contractor agrees to indemnify the Company against all costs, claims damages or fines levied against the Company as a direct result of breach of the Health & Safety at Work Act 1974 or any subordinate legislation made under powers contained therein including any civil claim for breach of statutory duty under that legislation.

7. Sub-contracting

7.1. It is the Company's preference that the Contractor undertakes the provision of the Services directly and avoids sub-contracting. However if it is necessary for the Contractor to sub-contract the Services:

7.1.1 the details of the sub-contractor must be advised to the Company prior to commencement of the Services in order to enable the Company to implement the appropriate measures with its customer.

7.1.2 the Contractor is required to pass all relevant information relating to the Services on to the sub-contractor, including all Health & Safety information.

7.1.3 any loss resulting from failure by the Contractor to pass on relevant information will be borne by the Contractor.

7.1.4 the Contractor shall remain liable to the Company as if the Contractor had performed the job itself.

8. Confidentiality & non-solicitation

8.1. The Contractor is under an obligation not to disclose to third parties any information relating to its association with the Company unless it is already in the public domain or permission to disclose to named third parties has been given in writing by the Company.

8.2. The Contractor is expressly forbidden from contacting the Company's customers about commercial arrangements and from soliciting work from the customer directly or indirectly through contacts made whilst working on behalf of the Company.

8.3. The Contractor will be liable in damages to the Company for all loss flowing from a breach of this term by the Contractor.

9. GDPR

9.1 The Company may need to supply customer's personal data to the Contractor so that it is able to complete a delivery. The Contractor shall agree that:

- It will process the data in accordance with any specific job instructions and will inform the Company immediately if it believes any instruction infringes applicable laws.
- It will acquire no rights or interest in the data that the Company provides for the use of data marketing purposes.
- It will maintain confidentiality of the data for the length of the delivery process or for as long as is deemed necessary to fulfil its obligations.
- It will not engage an additional sub-processor without the knowledge and consent of the Company.
- It will notify the Company within a reasonable time when it becomes aware of any data breach.

BRC Storage & Distribution



The Company is accredited to the British Retail Consortium (BRC) standard for Storage and Distribution. It will only use approved and accredited hauliers in circumstances where this service is required.

- The Contractors load carrying area shall be free from loose items, damaged panels or projections which could present a risk of damage to products. It should also be maintained in a suitable condition to prevent the ingress of rain or dampness during loading and transport.
- The Contractors load carrying area shall be inspected prior to loading to ensure it is clean, free from strong odours and excess humidity.
- Load supports, lashing points, load lock strips and fastenings shall be maintained in good condition and adequate in number to allow loads to be stabilised effectively during transport. Fastening for curtain-sided vehicles shall be in good condition/working order as well as rear door shutters and tail lifts.
- The Contractor shall have procedures in place to protect the goods in case of vehicle breakdown, accident or incident.
- Documented cleaning schedules for vehicles/trailers shall be in place by the Contractor and implemented. Cleaning practices shall be complete so as to maintain a suitable environment for the storage and distribution of products. Practices shall minimise risk of contamination of the product.
- The Contractor shall be aware of any products requiring specific handling conditions and be trained in appropriate procedures.
- The loading of vehicles or shipping containers shall be carried out in a manner which prevents damage and they shall be firmly secured.
- Detailed written procedures for handling glass and brittle material breakages in the carrying area or vehicles shall be in place to ensure the necessary precautions are taken. Any spillages or breakages that pose risk of product contamination shall be reported to the Company immediately.
- The Contractor shall ensure that planned maintenance of their vehicles/trailers is undertaken in accordance with relevant legislation.
- Procedures for maintaining the security of the vehicle and its load shall be documented by the Contractor and shall be communicated and understood by its employees/agents

Declaration

I confirm that the information provided herewith is correct and I agree to the Terms and Conditions of Business. All subcontractors are required to have in place the appropriate liability insurance to cover any work undertaken for Fagan & Whalley Ltd. All subcontractors will ensure that applicable statutory and regulatory legislation is complied with in regard to their specified Operator Licence undertakings. All loads must be secured within the load carrying area regardless of transportation distance.

Name:

Position:

Signature:

Date:

Office Use Only

Authorising Manager:

Position:

Signature:

Date: