



# SUB-CONTRACTORS TERMS & CONDITIONS

BCD Logistics Ltd  
C/O The Green Group  
Barton Dock Road  
Stretford  
M32 0ZG

## **INTRODUCTION**

Thank you for your interest in sub-contracting for BCD Logistics Ltd.

The container haulage industry is a rapidly-changing business that continues to grow on a global basis. To help meet the challenges of the future, we would like to increase our Sub-Contractor support by working in partnership with professionals who share the same values and passion for their work.

We are looking for owner-drivers and small-to-medium-sized operators: people who, like us, are hard-working and dedicated to providing a first class, high quality service.

Although a relative newcomer to the world of container logistics, BCD's team are by no means novices. The company is being developed by a group of professionals with many years experience of the container haulage sector.

If you are looking to improve your current working conditions and want to work within a friendly and positive environment with access to our small but dedicated team, then please take the time to read this document and fill in the application on pages 12, 13, 14 and 15.

### **BCD Logistics offer:**

- Simple induction process and clear procedures
- Premium rates
- Extremely quick payment with no discount
- Weekly payment direct into your nominated bank account
- Dedicated transport operators assigned to your vehicle(s)
- VBS management at ports
- Breakdown assistance
- Bulldog security lock on commencement at a competitive price
- Fuel Cards
- Trailer Hire

### **Sub-Contractor requirements**

- Vehicles in good roadworthy condition, fully maintained, reliable and presentable, correctly licensed and fully VOSA-compliant
- Secure overnight and weekend parking facilities.
- Mobile communication
- GIT Insurance cover to £6,500 per tonne

On receipt of this information package you may have some questions that need answering or some general advice. To help we have the following nominated contact to help and advise you on the benefits of working with BCD. If you would prefer to attend a "face-to-face" meeting, this can be arranged at our mutual convenience.

## **CONTACT DETAILS**

**Andy Jolly**

Tel: 07852 714087

E-mail [Andy.Jolly@bcd-logistics.co.uk](mailto:Andy.Jolly@bcd-logistics.co.uk)

**Anthony Colleton**

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**Mark Dixon**

Tel: 07795 604200

E-mail [Mark.Dixon@BCD-Logistics.co.uk](mailto:Mark.Dixon@BCD-Logistics.co.uk)

**Jim Baker**

Tel: 07795 604201

E-mail [Jim.Baker@BCD-Logistics.co.uk](mailto:Jim.Baker@BCD-Logistics.co.uk)

## **FUEL CARDS**

## **TRAILERS**

BCD Logistics Ltd offers a trailer renting service. This is £90 per week. Any damage to the trailer incurred by the sub-contractor during the time of hire must be reported to the office and charges will be applied.

## **PAYMENTS**

BCD will make a weekly payment directly into your nominated bank or building society account. Please ensure that your correct bank details are completed within this pack. For example, if you started work on week ending 13th January 2018, you would receive payment by 30<sup>th</sup> January 2018. (Always 17 days after the weekend ending. Will be a Tuesday).

### **Confirmation Notes & Invoicing**

After each week's work is completed, the office will produce weekly confirmations of rates by the following Thursday. To use the previous example, for the week ending 13<sup>th</sup> January 2018, a confirmation would be issued by following Thursday 18<sup>th</sup> January 2018 and thereafter on a weekly basis. These confirmations are very important documents and form the basis for your invoice.

Our operators take great care to ensure they have attained accuracy on the work you have undertaken for BCD. It is very important that you thoroughly check the rates on the confirmation and that they agree to the work you have undertaken. If you notice any queries/errors or omissions, it is vital that you take these up at the time while they are fresh in your mind.

The confirmation acts as a backup document for your INVOICE and should be attached accordingly. All invoices should be forwarded to office by the following Tuesday at the latest (again using the above example by Tuesday 23<sup>rd</sup> January 2018, (i.e. five days after receiving the confirmation). We will then process the invoice and will arrange payment. It is vital that you keep a copy of submitted paperwork not only for claim purposes but also in case documents become lost in the post.

All POD's and interchange notes must be delivered to the operating depot by the Monday following the week worked. Confirmation notes will **not** be issued until all restitution notes and POD's have been received. In the unlikely event that a POD has become mislaid a letter of Indemnity must be produced, just in case a claim arises.

Should a decision be reached whereby either of us has decided to terminate our trading relationship, either party would be obliged to supply the other with a least one months notice. In addition payment of your final invoice will be held for a period of 60 days to ensure there are no additional recharges due such as detention or damages.

### **Factoring**

As we have stated, any monies owed to BCD Logistics Ltd will be deducted from the amount due to you for the relevant week where work has been conducted. Therefore if your invoices are factored, it is your responsibility to ensure that the factoring company are aware and that they have agreed to the arrangements in place. We

must have confirmation of their acceptance to these conditions **in writing** from the factoring company before any work has been undertaken.

However if your invoices are factored, we regret that we may be unable to offer you our early payment scheme or ancillary services.

## **SUB – CONTRACTORS OPERATIONAL PROCEDURES**

- The sub-contractor must have a valid Operator's Licence and a valid MOT certificate for each vehicle and trailer;
- All vehicles provided must be in a roadworthy condition, and must and display a valid O Licence and current Vehicle Excise Duty discs;
- The Sub Contractor is responsible for ensuring that each driver has a suitable LGV licence for the vehicle assigned to BCD and that the driver is fully trained in the procedures for operating the equipment and for any cargo handling requirements;
- The sub contractor will ensure that each driver fully complies with all the statutory regulations in terms of Road traffic Acts, carriage of controlled substances and drivers' hours' legislation.
- All vehicles/drivers must possess mobile communication.
- At all times, loaded export movements will be sealed when leaving a customer's premises. The seal number should be noted on the POD.
- On collecting import movements from the quay, inland clearance depots or rail terminals the seal must be **INTACT**. Any seals that are missing or damaged must be reported to the traffic staff **immediately**.
- They will instruct you to ensure that your notes are signed stating that the seal is missing or damaged upon collection. They will also request that you reseal the container. This action will normally be only undertaken with a witness from the terminal concerned. Maintaining this procedure will protect all parties from claims.
- Sub Contractors should aim to arrive at their loading/delivery premise 30 minutes in advance of the scheduled time. This will allow for any traffic delays that may arise en route.
- All late deliveries and collections should be advised to your nominated traffic operator at least ONE HOUR prior to arrival. In this event, this vital communication from the Sub contractor will allow the operator to advise the customer that a problem has been encountered *prior* to the booked time.
- The Sub Contractor must obey **ALL** on site rules at customers' premises, terminals and railheads. Speed limits and traffic directions systems must always be adhered to. High-visibility jackets and steel toe-capped shoes or boots are to be worn at all times.

### **Hazardous Cargo**

When hazardous cargo is carried, Sub contractor drivers must be appropriately

ADR-trained and carry suitable safety equipment, together with all the correct and relevant ADR certification.

Hazardous shipping containers will always need to be suitably labelled and transport emergency (TREM) cards, where applicable must be carried by the driver of the vehicle at all times.

It is the Sub Contractor's driver's responsibility to ensure that a Dangerous Goods Note (DGN) is supplied prior to the commencement of any movement. The DGN will be completed by the Exporter, prior to leaving the load point.

The DGN contains vital information in the case of an accident and assists the emergency services. It is also a requirement for the shipping line at the port of export. The driver should retain one copy of the DGN after handing in the documents to our offices in order to comply with Port Authority regulations.

## **Equipment**

BCD Logistics Ltd reserves the right to recover the cost of repair or replacement of damaged equipment from the Sub Contractor. This is where, after the initial condition report has been assessed, the equipment is found to be damaged or defective at the completion of the hire period.

Should a Sub-Contractor give notice to terminate this agreement with BCD Logistics Ltd then, prior to any payment being made to the sub-contractor, BCD Logistics Ltd reserves the right to deduct any monies outstanding for goods supplied, such as hire, tyres, breakdown assistance and claims (This may also include the retention of funds pending any outstanding Insurance claims).

## **Customers & Deliveries**

*Drivers of Sub-contractors are representing our Company and our customers.*

They must be polite and courteous at all times. In the rare event that the customer is making unreasonable requests or demands the traffic office must be informed immediately, **PLEASE DO NOT GET INTO ANY CONFRONTATIONS. You must not argue - BCD will handle matters.**

Sub-Contractor drivers must ensure that, during transit, the customer's container is never left unattended unless in a secure depot or lorry park.

No diversions whatsoever are to take place without authority from the traffic office. Collections/deliveries instructions must be adhered to at all times particularly in respect of time, date and addresses.

Sub-Contractor drivers must report any delays that may ensue at a customer's premises, and which may result in vehicle detention costs being incurred. Any failure to report will automatically disqualify any detention claim.

The driver must at all times obtain a customer's signature for the POD (proof of delivery) which clearly indicates the integrity and the number of the seal on arrival, and confirms the arrival/departure time. The driver is also to sign the document at the same time. All POD's must be collated for the week and returned to your operating depot by the Monday after the week worked, at the latest.

Sub-Contractors must ensure that their drivers inform the traffic office if they are to be delayed at any premises for more than two hours.

Two hours after the booking time, you must phone the dedicated detention phone number 07946 759929. Once you leave the site you must then phone the detention line again to notify us in order to tell the customer. Make sure your arrival and departure time have been signed on the POD by both the customer and yourself. You must bring your POD into the office within 24 hours.

This is the only way that our operators can advise our customers that detention is likely to be incurred. Failure to advise delays will result in non-payment of detention, which is otherwise payable three hours after the booking time, provided that you have arrived punctually.

## **SECURITY**

BCD Logistics Ltd takes the security of our customer's cargo very seriously.

Loaded vehicles must not be left unattended at any time, other than for comfort/meal breaks. During such stops vehicles must not be left unattended for more than 45 minutes. Dangers are particularly apparent at night, and drivers should use a secure lorry park, motorway service station or your own approved depot.

When parking, the driver must remove the ignition keys, lock the vehicle and set the immobiliser. If possible, they should park with the rear doors against a vertical obstruction or another vehicle. The keys should not be left in the cab at any time.

Drivers and Sub-Contractors should not discuss their loads or routes with any other drivers or even customers.

Haulage work will be allocated only to sub-contractors on our approved sub contractor list. Each sub-contractor will be carefully vetted by a member of BCD's management team to verify compliance with Company requirements. There will be periodic visits to sub-contractors' parking locations to ensure that agreed security levels are maintained.

At commencement of business, BCD Logistics Ltd insists that a Container locking device ('Bulldog Lock') be attached to loaded containers *at all times*. Care should be exercised to remove them at ports before lifting to the quay takes place. These can be purchased from BCD at a reasonable charge (which would be deducted from your account) – ask at the office if you would like us to supply a lock.

## **HEALTHY & SAFETY**

BCD Logistics Ltd fully recognises its responsibility and duties as an Employer to ensure that safe practices are implemented for its employees.

Although it is your responsibility as an employer to ensure that you and your own employees adopt and adhere to safe working methods and practices at all times, as a responsible customer we require that you and your staff follow all procedures and rules applicable at our sites.

Beyond this, we urge you to maintain these standards throughout your operation, and would draw your attention to the following risks which we have identified for our own employees.

### **Site Rules**

All sites rules at a customer's premises, terminals or railheads must be adhered to. Speed limits and one-way systems on site must be complied with at all times. High-visibility jackets or vests must be worn, as must steel toe-capped shoes or boots. Also, any other protective clothing required on site must be worn, such as hard hats and goggles.

### **Cab Entry & Access to Rear of Tractor Unit**

Always ensure that you have a safe foot location prior to pulling yourself up by the handrails provided. Use the handrails correctly as designed and never use the steering wheel as an alternative. It is important to maintain **three** points of contact for safety purposes. Ensure you are not carrying anything else whilst conducting this process.

### **Cab Exit & Egress from Rear of Tractor Unit**

When climbing down, use all of the steps and face the vehicle (not sideways or forwards, as you may slip or fall) maintaining **three** points of contact at all times. **NEVER JUMP DOWN.** You should always wear appropriate footwear that ensures slips do not occur. Extra care should be taken in wet and icy conditions. Vehicle steps should be cleaned regularly.

### **Trailer Uncoupling**

As with all related transport tasks, the correct Personal Protective Equipment (PPE) must be worn at all times. This consists of high-visibility jacket or vest, safety boots and gloves. Always be aware of other vehicle movements whilst carrying out this task.

When uncoupling you should always ensure the trailer & tractor unit are in a straight line, the ground should be firm and level and the parking brake applied to the trailer at the start of the uncoupling procedure.

Lower the landing legs fully to the ground (check that the landing legs are not stood on grids or man-hole covers) and stow the winding handle securely. Access the rear of the tractor unit as described above.

Disconnect the air and electric lines and stow them securely, then climb down from the rear of the tractor unit. Remove the trailer number plate and stow safely in the tractor unit. Remove the bulldog clip securing the kingpin release handle, release the fifth wheel coupling locking bar if fitted and pull out the handle - the handle should be locked in the open position.

Drive the tractor away far enough for the fifth wheel to clear the kingpin and STOP. Lower the tractor unit suspension to prevent damage occurring when driving out from under the trailer. Drive the tractor away SLOWLY whilst checking the trailer through the side mirror. STOP, apply the parking brake and reset the suspension to the normal travelling height.

### **Trailer Re-Coupling**

Again, the correct PPE is to be worn at all times. Be aware of other vehicles movements whilst carrying out this task.

Reverse the tractor unit up **SLOWLY TO THE TRAILER**, stopping short of the trailer and apply the parking brake. Check that the parking brake is applied to trailer, and check that the fifth wheel height is compatible with trailer. Adjust suspension as necessary to prevent any damage occurring while the re-coupling procedure is carried out.

Reverse the tractor SLOWLY under the trailer whilst checking through the side mirrors, if necessary stop apply parking brake and check the alignment of the fifth wheel height. Once the fifth wheel is coupled to the trailer kingpin, check the coupling security by slowly trying to move the vehicle forwards.

Apply the parking brake on the tractor unit and check kingpin handle is in the locked position and securely engage the dog clip. Securely attach the number plate the rear of the trailer.

Access the rear of the tractor unit and connect all the airlines and electrical lines to the trailer, ensuring they are not tangled, and then climb down from the rear of the tractor unit. Fully raise the landing legs and stow the winding handle securely

### **The Safe Lift-Off of Containers**

The standard requirement of the correct PPE should be worn at all times, comprising of high-visibility jacket/vests, steel toe-capped boots, gloves and hard hat.

You should be aware of other vehicle movements whilst carrying out this task.

Upon arrival at a port or Rail terminal drivers should report to the office for lift off/on instructions. Drivers should proceed to the off loading area and position the vehicle in the correct lane and wait for the offloading crane or FLT.

Drivers must wear their correct PPE, and should exit the cab in order to disengage the trailer twistlocks. After releasing the trailer twistlocks, the driver should move to a safe area away from the lift off operation until the container has been successfully removed from the vehicle trailer. This is to minimise the risk if a problem should occur with the terminal lifting equipment.

Once the container has been safely removed, the driver should then return to his/her vehicle

### **The Safe Lift-On of Containers**

At the container loading area the driver should position his/her vehicle and wait for the terminal crane or FLT to arrive. Once the terminal crane arrives, the driver should then exit the vehicle cab and move again to a safe area (after ensuring the vehicle twist locks are still in the right position), to await the safe loading of the container.

After the container has been safely loaded onto the trailer and the terminal crane or FLT has retreated to a safe place, the driver should then return to his/her vehicle to check that it is safely positioned on the vehicle. The twist locks must be engaged **before** the vehicle is moved.

Once satisfied that the container is secure, the driver should then re-enter his cab, and proceed slowly to the exit, keeping a careful look out for any other vehicles and/or any pedestrian movement, and observing the site speed limit at all times.

At the exit, the driver should exit the cab and report to the terminal office to collect any relevant paperwork (the container security seal should be carefully inspected for damage and reported to the site and the traffic office if any damage is noticed. DO NOT leave the site until instructed to do so by your Transport operator). Return to the vehicle and re-enter the cab.

### **Trailer sliding mechanism**

Always be aware of uneven ground. Apply vehicle handbrake, climb onto catwalk in the appropriate manner and exchange the red/emergency air line to the secondary male coupling to release the chassis pins. Make a visual check of the pins and reverse the vehicle to the stops. Exchanging the air line again will lock the chassis pins and release the trailer brakes.

Once tipped or loaded it is advisable to close the doors, seal the container and fit any stickers as necessary, before using the reverse procedure to extend the trailer.

### **Refuelling**

When refuelling your vehicle, you must always wear impervious gloves and avoid all direct contact with Diesel fuel.

## **INSURANCE**

Our own Insurers insist that BCD Logistics Ltd employ only Sub-Contractors whose Insurance details meet our requirements, and where your insurers have confirmed that they have arranged cover on this basis.

It is very important to note that if Sub Contractors will not accept the same level of liability and/or or they cannot provide adequate proof of insurance for such liability then they will not be employed by BCD Logistics Ltd.

It is agreed and understood that all goods and/or equipment are handed over to the Sub-Contractor on the basis that you will indemnify BCD Logistics Ltd against all liability of whatsoever nature and howsoever arising, in respect of loss, delay, destruction of or damage to the goods and or equipment during the period in which you or any Sub Contractor appointed by you, are in possession and or control of the said goods and/or equipment.

In the event that the Insurance cover has been cancelled or not renewed or there being any subsequent limitation of cover, the insurers and the sub-contractor undertake to immediately notify our management team of any such changes, in order that we will then change our Sub-Contractor records accordingly.

### **Summary of Insurance Cover Requirements**

- Liability in full under RHA Conditions of carriage 2009 edition to £6,500 per tonne.
- Liability in full under CMR
- Liability under common law
- Maximum any one vehicle limited to £250,000
- Minimum any one vehicle loss limit of £250,000
- Territorial limits based upon UK mainland only

All goods carried on behalf of BCD Logistics Ltd that are not subject to CMR are carried in accordance with the 2009 edition of the Road Haulage Association's Conditions of Carriage.

### **Permitted Exclusions**

There shall be no excluded classes of property except for documents, money and bullion.

The following cargoes may, from time-to-time be carried, and should be expressly covered within the policy, with no exclusions of theft of or from vehicles left unattended or reduced monetary limits applying.

- Clothing and footwear
- Bottled wines and spirits
- Computers, parts and accessories
- Domestic electrical equipment
- Mobile phones

- Photographic equipment or accessories
- Audio and or TV equipment

## **ACCEPTANCE FORM**

### **Sub-Contractor to complete with signature**

We accept the conditions and procedures outlined within the previous 11 pages of this sub-contractor package. This contract does supersede any previous agreements or understandings that may have been in place. The terms and conditions herewith cannot be altered or varied in any way without the express and written permission of a Director of BCD Logistics Ltd. Moreover, in the case of any conflict with the RHA Conditions of Carriage 2009, these conditions will prevail.

**Signature** \_\_\_\_\_

**Name** \_\_\_\_\_

**Position** \_\_\_\_\_

**Company Name** \_\_\_\_\_

**Date** \_\_\_\_\_

## TARIFF AGREEMENT FORM

### **Sub-Contractor to complete with signature**

This section should be used to confirm the tariffs agreed upon between BCD Logistics Ltd and the Subcontractor. All agreements will be subject to a core set of requirements (listed below), but as and when required any additional requirements agreed upon should be listed in the space provided below

### **Core Requirements**

- Dedicated Vehicles should be available Monday through to Saturday, (unless otherwise stated below) subject to driving legislation.
  
- The office must receive immediate communication of any driver sickness or vehicle mechanical failure.
  
- Subcontract Drivers are to communicate with the office regularly and as and when required throughout the working day, ensuring service levels and vehicle performance.

**Agreed Tariff** .....

<u>Additional Requirements / Stipulations</u>          
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**Signature** \_\_\_\_\_

**Name** \_\_\_\_\_

**Position** \_\_\_\_\_

**Company Name** \_\_\_\_\_

**Date** \_\_\_\_\_

**8 Compliance form -**

**Office use only in g**  
Verified /

All documents must be produced to BCD Logistics Ltd prior to the commencement of any haulage activity.

Personal & Business details

**D = Document Required**

<b>NAME</b>	<i>Surname, first names</i>		
<b>TRADING</b>	<i>Include 'Limited' if appropriate (attach a copy of your company registration)</i>		<i>If Limited Company:</i>
<b>D</b>			Company Number
<b>BUSINESS</b>			Mobile Telephone Number
			Telephone Number
			Fax Number
	Postcode		
<b>Accounts</b> (If different from business)			E-mail address
			Contact Name Operations
			Contact Name Accounts
	Postcode		
	Are your company invoices subject to credit factoring? <i>(Please delete as necessary)</i>		Yes / NO

**YAT & Operator's**

<b>D</b>	<b>VAT Registration Number</b>		<i>(copy required)</i>
<b>D</b>	Operator's Licence Number	Expiry Date	<i>(copy required)</i>
<b>D</b>	Driver's Licence Number (HGV)	Expiry Date	<i>(copy required)</i>
<b>D</b>	Are you ADR (Hazardous) trained?	DGSA Certificate Number (Hazardous)	Expiry Date <i>(copy required)</i>
<b>D</b>	Yes / No	Waste Licence Number	Expiry Date <i>(copy required)</i>

Vehicle Matters

<b>D</b>	Registration number	MOT expiry date <i>(Certificate required)</i>	Taxed Weight
<b>D</b>	Registration number	MOT expiry date <i>(Certificate required)</i>	Taxed Weight

**Department of Transport Legislation.**

Does your company maintain its vehicles to comply with all current legislation?		YES / No
Does your company agree to comply to all Current Driver Hours and Tachograph legislation?		YES / No
<b>Off road parking arrangements (where usually parked, level of security etc)</b>		
Do you have the following:-		
Security (24 hr / remote) <input type="checkbox"/>	Completely fenced and secured <input type="checkbox"/>	Parking site checked by member of BCD Logistics Ltd
CCTV (monitored) YES / NO <input type="checkbox"/>	Alarm, immobilizer or Tracker fitted <input type="checkbox"/>	
(tick and delete as applicable)		

Insurance**D = Document Required****Broker's** Name phone number, fax number and contact


*(Please ensure your broker is aware to fax confirmation of M9 and SIT cover to BCD Logistics Ltd)***Goods-In-Transit Insurer's** name and branch address**D**


*(Insurance certificate required)*

Policy Number

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Expiry Date

--

**Motor Vehicle Insurer's** name and branch address**D**


*(Insurance certificate required)*

Policy Number

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Expiry Date

--

9 Bank Details**Banker's** name and branch address


Sort Code

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Account Name

--

Account number

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If We confirm that If We have received, read and understood the BCD Logistics Ltd sub contractors pack terms & Conditions, and will comply fully with its content.

If We confirm that If We will maintain the insurance cover detailed above, to a minimum of £6500 per ton under RHA conditions of carriage 2009, and will advise BCD Logistics Ltd of any changes.

If We wish to be registered as an Approved Haulier for sub-contract Haulage orders, issued by BCD Logistics Ltd Services Ltd and I warrant that the above information is given to the best of my knowledge and belief.

**Signed**

--

**Date**

--

**Printed**

--

**Position**

--

Internal Information

Short Name

--

Truck Code(s)

--

Depot

--

Informed Accounts

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