



# LM PRODUCTS DELIVERY CHARTER

APPENDIX 2

1. **Definitions**
  - 1.1 'The Buyer' means the person or company whose order for the Goods is accepted by the supplier
  - 1.2 'The Goods' means the goods which the supplier is to supply in accordance with any contract between the Buyer and Supplier.
  - 1.3 'The Supplier' is the company providing the goods in accordance with any contract between the Buyer and Supplier
2. **Delivery**
  - 2.1 LM Products standard delivery times are between 8am & 5pm unless otherwise agreed between the Buyer & Seller at enquiry stage.
  - 2.2 The Buyer must provide safe and adequate access to the point of discharge of the goods, including adequate manoeuvring space for the vehicle. The delivery point shall be safe and suitable such as the nearest hard standing able to accommodate a road going delivery vehicle. This precludes delivery off any hard standing and the Supplier (or its haulier) shall decide in its absolute discretion upon safeness and suitability of any delivery site. It is the buyers responsibility to provide a banksman if requested by the haulier.
  - 2.3 All deliveries are made on flatbed vehicles for site offloading. It will be the Buyer's responsibility to notify the supplier of any site specific delivery requirements at enquiry stage e.g. crane offload vehicle required, restricted access, no articulated vehicles, no deliveries around school times and specific paperwork requirements, such as drive identification. The Buyer will be responsible for any additional cost associated with these special requirements and/or any costs incurred by the Supplier through the Buyers failure to provide correct information; this includes incorrect site addresses and postcodes.
  - 2.4 48 Hours prior notice must be given if kerbside delivery is required where parking or other restrictions apply. The Buyer will be responsible for any additional costs incurred for delivery at kerbside (where any such restrictions apply).
  - 2.5 Except in cases of negligence by the Supplier and its drivers the Buyer shall indemnify the Supplier and its drivers against damage or injury howsoever caused during their presence on the Buyer's site or whilst obtaining access thereto.
  - 2.6 In the event that the Buyer is unable to accept the delivery once the Supplier's vehicle has arrived on site within the time prescribed by the Buyer, the full delivery charge will be payable
  - 2.7 The Buyer is expected to commence unloading of the suppliers vehicle within half an hour of its arrival at the Buyer's site. In the event that the vehicle is requested to wait beyond this period, a charge for waiting time of £100 per hour or part thereof will be chargeable by the Supplier.
  - 2.8 Once the unloading of the Supplier's vehicle has commenced the operation shall be completed within one hour for rigid vehicles, 2 hours for articulated vehicles. In the event that unloading takes longer than this period, a charge for waiting time of £100 per hour or part thereof will be chargeable by the Supplier.
  - 2.9 It is the Buyers responsibility to notify the Seller if their site/premises are unable to take a scheduled delivery due to closure as a result of adverse site/weather conditions. Failure to do so will result in additional charges to compensate the Seller for the cost of the vehicle.
3. **Health & Safety Responsibility**
  - 3.1 The Buyer is responsible for full compliance with current Health & Safety requirements at its site. It is the responsibility of the buyer to inform the supplier of any site specific Health & Safety requirements or other site specific restrictions.
  - 3.2 The Buyer shall ensure that an appropriate risk assessment has been undertaken, that safe working procedures to cover the unloading and handling of steel reinforcement have been agreed and implemented, that appropriate equipment is used by trained and certified personnel and that the unloading operations are correctly supervised.
  - 3.3 Such safe working procedures are fully described in the BAR documents relating to the safe offloading of mesh and the safe off loading of fabricated steel. This safe working guidance is also available on the BAR website ([www.uk-bar.org](http://www.uk-bar.org)).
  - 3.4 It should be noted that the Supplier's driver will not be involved in the lifting operations related to the offloading other than when a driver operated attachment e.g. HIAB, is to be used or when preparing the load for unloading e.g. removing load securing straps.
4. **Additional Charges (Negotiable at time of quotation or order variation)**
  - 4.1 An additional delivery charge will be made if delivery of the goods is required in part loads rather than a full load.
  - 4.2 An additional delivery charge will apply if delivery is required outside normal working hours
  - 4.3 An additional charge will apply if offloading is required by a crane or similar lifting device fitted to the Supplier's vehicle.
  - 4.4 An additional charge will be made if delivery is required in Central London and any other regions subject to congestion or special emission charges.
  - 4.5 The standard form of supply is for delivery to a single point on site. In the event that the Buyer requires multi drops on the same site an additional charge per drop will apply
  - 4.6 An additional charge apply made to cover any special packing or delivery arrangements not covered in the aforementioned
  - 4.7 An additional charge will be applied if the load is required to be Pre-Slung unless agreed at enquiry stage.
  - 4.8 A delivery cancellation charge will apply if the Buyer notifies the Seller less than 24 hours prior to the planned delivery. The charge will be no more than £300 and no less than £100 dependant on the vehicle type.