



## Tokamak Carriage – Terms & Conditions of Trade

- Ensure the weight advised in your job booking documentation is accurate. Tokamak vehicles are not fitted with weighing systems. Considerable additional charges may be incurred if the weights declared in the booking documentation is inaccurate and a vehicle is found to be overloaded.
- **Maximum gross road-carrying capacity is 30 tonnes – this includes the weight of the container** (a 20ft container weighs approximately 2.5 tonnes & a 40ft approximately 4 tonnes).
- Maximum weights shown are for road-carried cargo only.
- A vehicle will be provided which is suitable for legally carrying the load weight detailed in the job booking.
- Tokamak vehicles are *not* all-terrain – if we get stuck you get charged!
- If in doubt, please ask – or email us a site plan (with dimensions).
- **WE CHARGE FOR FAILED COLLECTIONS OR DELIVERIES.**

### 1. Definitions

- a) The 'Customer' is the company or individual placing the order and paying our charges.
- b) The 'Site' is the address, including the actual position at the address, where a container is to be loaded or unloaded.
- c) An 'Agent' is any intermediary authorised by the 'Customer', who passes instructions or information to us.
- d) The 'Consignee/or' is the individual or company to whom or from whom a container is consigned.
- e) A 'Tokamak Booking Form' is a standard form that must be completed in full and sent to the Tokamak Traffic Office (bookings@tokamaktransport.co.uk) for a job booking to be confirmed.
- f) The 'Job Price', unless agreed otherwise in writing, is:
  - i) Valid for 7 days.
  - ii) Fuel surcharge is applied at the rate on the date of the job.
  - iii) The rate quoted and confirmed in writing.
  - iv) In the absence of confirmation in writing, our standard tariff rate.

### 2. Vehicle Description

- a) Tokamak vehicles are fitted with twist locks to transport ISO shipping containers.
- b) 20ft, 40ft, 45ft and 2 x 20ft shipping containers weighing up to 30 tonnes can be transported. 20ft containers being carried as a pair can be delivered individually subject to weight limits.

### 3. Operating Methods

- a) Only containers fitted with standard, accessible ISO bottom corner castings will be transported.
- b) Corner castings must be in conventional positions for ISO shipping containers.
- c) Containers with protrusions to the front or rear or above the container cannot be transported without prior agreement (OOG Flat Racks)
- d) Failed deliveries or collections will be charged for - if in doubt please consult us before placing an order.
- e) Tokamak operations are conducted in accordance with the following, full copies of which are available on request:
  - i) RHA Conditions of Carriage & Storage.

If there is a variance between Tokamak's terms and conditions and the terms and conditions laid out above, Tokamak's terms and conditions will preside.

### 6. Site Access

- a) Tokamak vehicles are approximately 16.5m long articulated vehicles.
- b) Unless specified otherwise, containers are always delivered with doors to the rear of the vehicle.
- c) Ensuring there is adequate site access is the sole responsibility of the Customer.
- d) Any advice given by Tokamak, whether written or verbal, is intended for guidance only.

### 7. Health & Safety

- a) All drivers are fully trained in the use of their equipment.
- b) It is the Customer's responsibility to ensure those at the Site are made aware of Tokamak's Health & Safety and other statutory requirements.
- c) The Tokamak Driver's decision will be final.

### 8. Insurance

- a) Insurance cover will be provided as follows (solely for circumstances where Tokamak acts negligently):
  - i) Loss or damage to the Tokamak plant or other property.
    - a) A Maximum liability of £2,000,000 in respect of loss or damage to other property and injury to other persons.
    - b) A Maximum liability of £5,000,000 in the event of death.

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- b) Under RHA Conditions of Carriage Tokamak will provide cover for a Maximum Liability of £6,500 per ton for goods whilst in transit between Sites. If the additional cover is required, please ask for a quotation.
- c) Insurance cover for all other risks, including risks in excess of the above limits, must be provided by the Customer or we can provide a quote.

**9. Quotations**

All quotations include up to three hours on Site visited.

**10. Additional Charges**

- a) Site Charges= 1<sup>st</sup> 3 hours free, 4<sup>th</sup> hour onward £75 per hour or part thereof waiting.
- b) Re-direction - £100 plus £2.00 per extra mile to re-direction to an alternative Site from a designated Site.
- c) All times quoted are per hour or part thereof.
- d) Hazardous loads (requiring an ADR-qualified Driver) will be subject to a £75 surcharge.
- e) Class 1 Hazardous (explosives), Class 7 Hazardous (radioactive), and Section 5 goods (firearms and ammunition) are subject to special quotation.
- f) Consignees/ors will be required to sign a delivery/collection note, either paper and/or electronic, giving Site arrival and departure times upon which charges will be based.
- g) Disputed times will be verified by satellite positioning records. Such verification will be accepted as final unless otherwise agreed in writing.
- h) Emailed confirmation of additional charges will be sent to the Customer by Tokamak within two working days of completion.
- i) Tokamak will notify the Customer by telephone and/or email giving confirmation of delays).
- j) Delays caused through any of the following reasons will be charged at the above hourly rates and will attract an additional administrative charge of £30.00:
  - i) Delays caused through non-release of containers by docks or depots.
  - ii) Delays caused through non-acceptance of containers by docks or depots.
  - iii) Delays caused through inaccurate, incomplete, or late instructions.
  - iv) Delays caused through late alteration to instructions.
  - v) Delays caused through inadequate pre-advice regarding site access.
  - vi) Delays caused through inadequate pre-advice regarding site conditions.
  - vii) Delays caused through inadequate pre-advice regarding container positioning.
- k) If containers cannot be delivered to the Site in the location requested and the Customer does not provide a suitable alternative location before the end of the business day. Tokamak will deliver the containers to a storage facility and storage charges will be incurred at a minimum rate of £25 per 24 hours or part thereof per TEU plus LOLO charges. All storage charges and LO/LO charges must be paid in advance before a re-delivery commences.
- l) If a vehicle and driver are kept out overnight on a job that has overrun longer than was originally booked, an overnight surcharge will be incurred at £150.
- m) If a vehicle is believed to be overweight, Tokamak will divert the vehicle directly to the nearest public weighbridge. If the vehicle is found to be within the legal weight limit, Tokamak will continue with the job and no additional charges will be raised. If, after weighing, the vehicle is found to be over-weight and contrary to the weight advised in the job booking documentation, considerable charges will be incurred including but not limited to the vehicle waiting time, diversion charges, weighbridge costs, administration charges, and costs associated with other vehicles that may need to be deployed.

**11. Reservations**

- a) Tokamak reserves the right, without prior notice or reduction in price, to suspend completion of a job where:
  - i) Excessive delays, through causes listed above, prejudice other work booked for the vehicle concern.
  - ii) The Tokamak Driver judges Site conditions to be unsafe.
- b) Tokamak reserve the right to make additional charges where:
  - i) Additional costs are incurred through any of the causes listed above.
  - ii) Additional costs are incurred through delays caused by any of the causes listed above.
  - iii) Additional costs are sustained by Tokamak as a result of inaccurate information about a container or its contents leading to fines, prosecutions, and loss of revenue.
- c) Tokamak reserves the right to deliver a container to an alternative Site and make a charge for so doing where the Customer cannot be contacted and/or is unable to issue acceptable alternative instructions if:
  - i) The delivery Site designated by the Customer refuses to accept the container for any reason.
  - ii) The delivery Site designated by the Customer cannot be found.
  - iii) The delivery Site designated by the Customer is inaccessible.

**12. Disclaimers**

- a) Tokamak, except where it is proven negligent, will not accept liability for costs and will be indemnified by the Customer against liability for any costs arising where:
  - i) Consequential losses and/or liquidated damages of any sort are sustained.
  - ii) A Tokamak vehicle arrives late for any reason.
  - iii) Damage occurs on Site for any reason.
  - iv) Incorrect instructions are issued by a source that Tokamak might reasonably conclude to be the Customer, the Agent, or the Consignee/or
  - v) Container Detention and/or storage charges are levied (unless details of liability are notified in writing before the commencement of the job).
  - vi) Loss/Theft occurs of documents accompanying the container and carried by the driver.
  - vii) Damage to third-party vehicles.

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- viii) Costs are incurred by Customers or other parties resulting from incorrect or incomplete information being supplied to Tokamak.
- ix) A container is used for any illegal purpose.
- b) Tokamak will not accept costs incurred resulting from acceptance by Tokamak drivers of containers that are not fit for their purpose in any way unless:
  - i) The container has obvious and serious damage to the sides or ends that can be clearly seen from outside the container.
  - ii) The container is not the type or size ordered in the instructions to Tokamak.
  - iii) Tokamak has agreed in writing to make a special inspection and has failed to do so.
- c) Damage or other costs have arisen through the Tokamak driver, without written authorisation, assisting, or advising on packing or unpacking of goods.
- d) Claims to arise from damage/obstruction caused by Tokamak acting on instructions from the Customer, Agent, or the Consignee/or.
- e) Recovery of a Tokamak vehicle from a Site is required for any reason other than the breakdown of the vehicle.
- f) Costs are incurred by Tokamak, of any nature whatsoever, arising from misdeclaration or omission of information from the Customer or Agent.
- g) Damage to containers or contents under any circumstances which are not reported within 48hrs of discovery.

### 13. Refunds & Cancellations

Jobs that are cancelled for any reason will be charged/refunded as follows:

- i) If a confirmed job is cancelled more than two full working days before the job is due to commence, including the commencement of any ancillary work in preparation for the job, a full refund will be given.
- ii) If a confirmed job is cancelled less than two full working days before the job is due to commence, including the commencement of any ancillary work in preparation for the job, the job will be charged at the full job price. No refund will be given.

### 14. Delivery and Collection Times

- a) Factors beyond our control such as Port delays, weather, Container Depot delays, breakdowns, and traffic make the guarantee of arrival times impossible.

### 15. Terms & Conditions of Payment

- a) Unless a credit account is held by the Customer all Bookings must be paid for before a job is commenced.
- b) Customers without credit accounts can pay by credit card, BACS, or Banker's Draft provided cleared funds have been received before the commencement of the job.
- c) Credit Accounts may be suspended or cancelled if the agreed limits are exceeded.
- d) Credit Account Customers will be required to make payment 30 days from invoice date unless specifically agreed otherwise in writing.
- e) Invoice or additional charge queries must be made in writing no more than 7 days from the invoice date.
- f) Under the Late Payment of Commercial Debts Regulations 2013 Tokamak is entitled to claim late payment interest at 8% above the Bank of England base rate, £40 per invoice, and compensation and recovery costs.
- g) Set Off or 'Contra' payments will only be accepted if agreed in writing.

### 16. Confidentiality

As required by the General Data Protection Regulation 2018 we advise you that your information may be passed to our bankers/financiers for the purposes of:

- i) Making credit reference agency searches.
- ii) Obtaining credit insurance.
- iii) Credit control.
- iv) Assessment and analysis including credit scoring, market, product, and statistical analysis.
- v) Securitisation & protecting our interest

We will provide you with details of our bankers/financiers and any credit reference agencies used on request. Copies of our Group Data Policies are available upon request.

### 17. Acceptance

Bookings will not be considered confirmed unless:

- i) Written confirmation is received on a standard Tokamak Booking Form (unless agreed otherwise in writing).
- ii) All relevant information and instructions have been completed.
- iii) The Booking Form has been received by Tokamak by email or any other method which has been agreed in writing.
- iv) Terms of payment have been agreed by Tokamak.



**18. Information Required**

- a) For Invoice:
  - i) Full Name, Address, Telephone & Email address, contact name, and order or job number/reference of Customer.
  - ii) Any other information required by the Customer without which passing, and payment of invoice might be delayed.
- b) For Collection:
  - i) Full Name, Address, Telephone Number, and Contact Name at Collection Site.
  - ii) Full Name, Contact Name & Telephone Number of Shipping Line or container owner/operator.
  - iii) Valid instructions regarding collection procedures, documentation, and/or release references are required.
- c) For Delivery:
  - i) Full Name, Address, Contact Name, and Telephone Number at Delivery Point.
  - ii) For EXPORT CONTAINERS - Name & Telephone Number of Shipping Line's port office of agent, shipping line booking reference, name of the vessel, closing date, and Destination Port.
- d) For Container
  - i) Container Number (if known), size (20ft, 40ft, 45ft, 2 x 20ft or 13.6m swap body), type (e.g. high cube, flat rack, etc), empty or full, nature of cargo and hazard class (if any), gross weight (including container) and position of doors (front or rear of trailer)
- e) Any other information or instructions essential to the satisfactory completion of the Job.