

***FAHY
FREIGHT***

Haulier Vendor Agreement.



Both Management and Staff would like to take this opportunity to welcome you to working in partnership with Fahy Freight and look forward to developing a very long and mutually rewarding future.

Fahy Freight, the Transport division of Driver Provider Northwest Ltd has become a very well known and respected service provider in the Transport and Distribution Industry enjoying long and well established working relationships with over 300 customers. Many of them are well known 'blue chip' companies providing us with regular, ongoing and consistent work all year round.

We appreciate that the key to any successful working partnership is openness, fair play and honesty right from the outset. Fahy Freight is the trading name used by Driver Provider Northwest Ltd, the owner company, which has been in operation since 2007. This company has worked hard to resurrect it's respectability after having been linked to Fahy Freight Distribution & Warehousing Ltd which went into administration in 2008. The failure of that company was due to bad decision making and poor management, issues which have been addressed by Fahy Freight. This has led to a complete turnaround....it has taken time but the Company is now in a very strong position which will be reflected when our 2011 accounts are visible in the near future. By being open and honest with you about our Company and working together in this way we are able to build a strong and successful team which is committed to giving our Customers a first class service, based on fair and competitive pricing and delivering the best possible service we can give. If we all keep these ideals at the forefront of everything we do we will go forward together and continue to be known as a very recognised competitor in the Transport and Distribution Industry.

Recognised for being the best at what we do through good team work!

Yes there are other Companies out there who have been doing this a lot longer than us but never forget..... with time, can also come complacency!

The purpose of this agreement is to set out clear and understandable policies, procedures and expectation levels which are required of you as a sub contractor and in return what you can expect from us. If we are all clear from the start then we don't have to worry about the

"Why's, what if's and how do we do it"

we are then able get on with doing a good job!



SERVICE AGREEMENT

Work is offered on a job by job, continual arrangement basis until termination by either party. There is no set limit to the period of length of agreement.

OPERATORS LICENCE

The subcontractor must hold a current and valid Operators Licence and undertakes to keep us informed of any changes, termination or restrictions imposed.

A copy of your Operators licence must be held on file in this office

INSURANCE

You are required to have in place fully comprehensive vehicle insurance, trailer insurance and Goods in Transit at minimum RHA conditions 1998 at £1300 per tonne. It is a requirement that you also have in place employers and public liability insurance. Any restrictions on your insurance must be advised before commencement of work as any shortfall arising out of a claim made against your insurance must be met by the subcontractor.

A copy of all insurances must be held on file in this office



WORKING RELATIONSHIPS

It is understood by both parties that this agreement does not constitute an offer of employment and as such, sub contractors are not and will not for legal employment issues be recognised as employees of Fahy Freight. Furthermore, any driver or any other employee of the subcontractor with whom we have this agreement, are not and will not be treated as employees of Fahy Freight. The subcontractor agrees that it is his/her total responsibility for the payment of wages/salaries and the collection and payment of all statutory monies due to HM Revenues and Customs by its employees working on our contracts. This also includes any monies due to employees under holiday pay entitlement, sickness /incapacity benefit, maternity /paternity leave, termination of employment or redundancy payments etc.

It is the responsibility of the subcontractor to ensure that all its drivers hold valid LGV licences and that they are legally entitled to hold that licence and that if they are of other European Nationality or classed as a foreign worker then they are legally entitled to work in this Country.

The subcontractor is held fully responsible for the actions, failures and omissions of him/herself or its employee's whilst driving under contract for this Company. This responsibility extends to supervision of workers and all matters relating to Health & Safety Regulations including the provision of valid and adequate public and employers liability insurance, fully comprehensive insurance for all vehicles and own trailers with valid MOT certificates and all other legal requirements including road tax. The subcontractor will also be held responsible for any acts or omissions by him/herself or its employees, whether fraudulent or negligent which result in fines, losses, expenses, claims, damages and costs which are incurred by this Company or from any other party whilst the subcontractor or employee is engaged on a job.

It is a requirement that you are fully aware of current EU Drivers Regulation Hours Rules and Working Time Regulations etc and that it is your responsibility to ensure that those requirements are met by yourself and your employees.



EQUIPMENT

Subcontractors are required to supply and keep fully serviced, maintained and roadworthy, vehicles which are of the required size and plate weight for the work involved. The work we do usually requires 44 tonne GVW vehicles and 13.6 metre taughtliner trailers with a required minimum height of 2.4 metres. Some of our deliveries require trailers of a greater internal height "Tall Boys" We can supply owner drivers with the appropriate size Fahy Freight liveried trailers, on a daily rental basis charged over Monday to Friday. Any work carried out over the weekend does not incur a charge if you have used the trailer all week. Our trailer rental rates are highly competitive. Some of the work we do can also be accommodated on box trailers.

You are fully responsible for the safety of the trailer and load whilst in your charge. Any damages or accidents incurred by you will be recharged to you therefore it is essential that you report any noticeable damage when you carry out your trailer inspection **before** you move the trailer. Call outs to punctures or blow outs on trailers will be attended to by contacting this office; charges for careless or reckless damage which is attributable to the driver's negligence will be recharged to you. If the blow out or puncture is on your own unit we can arrange for this to be fixed at a recharge to you.

You may be asked to take one of our Trailers through the Truck Wash with your truck, you will be give a purchase order number to quote which is valid for one wash only and may not be re-used

You are required to provider all of your own PPE e.g. Hi visibility vest, hard hat, goggles, gloves and any straps, chocks, skids etc.

Where items such as chocks or skids are already in the trailer or supplied to you they must be returned otherwise they will be recharged to your account.



GENERAL PROCEDURES

1. Work is offered on a rate per job basis not pence per mile. You are required to keep this office informed of your availability at all times and give at least 48 hours notice if you become unavailable for work. You will be rung on a daily basis with your work for the following day and throughout the day if deliveries change.
2. You are expected to fuel your own vehicles but in some circumstances we may be able to offer assistance with a fuel card. You are expected to pay for parking, tolls etc as required and we do offer 7 day payment terms to help keep your cash flowing! See PAYMENT TERMS paragraph.
3. It is of the utmost importance that you keep us informed at all times!!!!
4. You **must** ring this office to keep us informed of any delays.
5. You **must** ring this office at each delivery point with your actual arrival and departure times giving us details of any discrepancies, damage, overs and shortages etc.

THIS MUST BE BEFORE YOU LEAVE THE DELIVERY POINT!

6. It is up to you to check your load for safety and security before leaving and also check for shortages, damage etc both at the loading and delivery points, if we are charged for any loss or damage the charge will be passed on to you.
7. Some supermarkets have penalties in place which affect our payment if we fail a load.
Failures are considered to be arriving too early as well as too late therefore it is important that the times we give you are adhered to.



POD PROCEDURES

PLEASE TAKE NOTE FAILURE TO COMPLY WITH THE FOLLOWING WILL DELAY YOUR PAYMENTS!

It is **YOUR RESPONSIBILITY** to ensure that all proof of delivery notes are checked for accuracy of delivery and that they are signed by the customer. If you receive a 'claused' POD you must ring this office before leaving the site. Every piece of paper including computer print outs must be returned without delay. Some customers have a 5 day deadline for return of POD's from us but others require the ability to see them on our system within 48 hours. Where this is essential we would expect that you fax a copy to us upon request. We realise that this can be difficult but have found that most companies are helpful in allowing drivers to fax urgently required POD's to us.

Always keep photocopies of all POD's as we cannot be held responsible for any that are lost in the post.

PALLETS

We are pleased to announce that as of Monday 5th March 2012 our customers will all be operating a one way pallet system.

GRN PROCEDURES (GOODS RETURN NOTIFICATION)

If you have goods which are not accepted at the point of delivery you must advise this office immediately. **DO NOT LEAVE THE SITE WITHOUT INFORMING US FIRST.** You will be advised what to do by a member of our traffic office. Do not leave the delivery point until you have been told what to do. If you are given a GRN number mark this clearly on your paperwork. If you deliver stock back into customer premises or off load anywhere else you will be given instructions.



INVOICING & PAYMENT

A subcontractor confirmation sheet will be sent to you either by e-mail or fax on Tuesday for the total of the previous weeks work. This will show your job values individually and any deductions for trailer rental. This will also contain your purchase order number which must be quoted on your invoice. It is advisable to attach a copy of your confirmation sheet to the back of your invoice. Any outstanding POD'S or pallet paperwork must also be attached as failure to submit all paperwork on time will delay payment of your invoice.

There may be occasions when you receive 2 confirmation sheets for work done in the same week in which case you will be expected to submit 2 invoices for the relevant Purchase order numbers. Reasons for this occur at month end and due to the requirements of our customers.

PLEASE REMEMEBER IT IS UP TO YOU TO GET THIS RIGHT OTHERWISE YOUR INVOICE WILL BE RETURNED WHICH WILL INEVITABLY DELAY YOUR PAYMENT!

PAYMENT TERMS

Payment is made directly into your bank by BACS on a weekly basis every Thursday or Friday. A form is attached for you to complete with your bank details, please return by fax or e-mail as we cannot accept details over the phone.

Our payment terms will vary according to the nature of the work you do and the frequency. As a rule of thumb, dedicated sub contractors who work for us consistently can enjoy excellent payment terms of 7 days from date of receipt of invoice in this office provided all paperwork etc is in order. Our normal standard payment terms are a maximum of 30 days from invoice date **not** month end.

[We want you to be assured that we are truthful and honest about our payment terms and as such have provided a list of subcontractors who have consistently enjoyed a long working relationship with us. Take a look at page 10 to see what they have to say about us!](#)



CONFIDENTIALITY

Working as a subcontractor for this Company we expect a high degree of integrity and confidentiality to be extended to Fahy Freight and its customers. All names, addresses, telephone numbers, nature of work etc is of a highly confidential nature which must be treated as confidential information and as such not shared or divulged to any third party for whatever reason. You will sign to accept these conditions and accept that we reserve the right to sue for compensation where you or your employees divulge information or approach any of our Customers directly for work. Such actions will result in immediate termination of your services and you will be liable to legal action. The purpose and intention of these Terms is for everyone's benefit, they are designed to help you understand what is required to ensure that our working relationship is clear at the outset. Any variation to these terms is not permissible and your signing indicates that you have fully understood and will adhere to the content. Your signature also will be taken as guarantee that any employee acting on your behalf is also aware of the content of this document.

We look forward to a long and Happy Working Relationship with you and together we will secure continuity of work by delivering a first class service to our customers.



A few of our satisfied suppliers.....

Like with starting any new business relationship, the proof is in the pudding. Here is what a few of our longest serving Haulier Partners have to say.

“A reliable, friendly and professional firm with quality work. I have supplied traction to Fahy Freight for over 4 years and have had prompt and consistent payment for the duration.”

Mike Howe; Director - Grasmere Motors Ltd - 01457 834243/ 07838 229 893

“We have worked with Fahy Freight since December 2008. We have always found the company very helpful & have always been paid promptly.”

Steve Holt; Director- Clarendon Haulage Ltd – 01254 814997



“Fahy Freight constantly provide us with the right loads at the right times and their payments are as regular as clockwork.”

Phil Sephton; Director - Sephton Transport Ltd – 01704 895900/ 07712656275

**SEPH^TON
TRANSPORT**



BANK DETAILS

Please e-mail or fax your bank details, (If this is a factoring account please quote the relevant reference numbers for the payment to be allocated to your account)

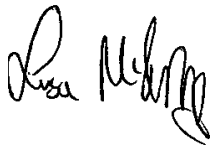
Name on account: _____

Sort Code: _____

Account no: _____

Reference no: _____

Yours sincerely



Lisa McIlroy
Accounts Manager



We warmly welcome you to Fahy Freight.....

Signed..... Dated.....

For and on behalf of.....

Signed..... Dated.....

For and on behalf of Fahy Freight t/a Driver Provider Northwest Ltd

**PLEASE SIGN & DATE AND RETURN TO FAHY FREIGHT by
FAX to 01695 721721 or
E-MAIL to traffic@fahyfreight.co.uk**

