

**AMA  
(Storage & Distribution)  
Limited**

**TERMS AND CONDITIONS OF STORAGE AND HANDLING**

**Registered Office:  
Rawmarsh Road  
Rotherham  
South Yorkshire  
S60 1RZ**

# **AMA (Storage and Distribution) Limited**

## **TERMS AND CONDITIONS OF STORAGE AND HANDLING**

**Terms & Conditions of Storage of Merchandise  
at the facilities provided by  
AMA (Storage and Distribution) Limited**

**(Reprint September 2008)**

**PART I** Terms and Conditions of Storage and Handling

Definitions

1. In these terms and Conditions:

The Board means the Main Board of AMA (Storage & Distribution) Limited

Trader means the person with whom the Board contact for the storage and handling of goods and shall include the owner of the goods or his agent.

Goods include packages, loose goods, bulk commodities and containers plus contents.

Package means a bag, bale, bundle, carton, cage, case, cask, crate, cylinder, drum, jar, net, roll, loaded pallet, tank, vehicle, or other receptacle empty or not.

Loose Goods does not include goods in packages or bulk commodities.

Bulk Commodity means an unpacked homogeneous liquid or solid such as ink, oil, detergent, sugar, grain, sand, etc.

Container means:

I an article of transport equipment (including tanks and flats) that is of a permanent character and accordingly strong enough to be suitable for repeated use, specially designed to facilitate the transport of goods by one or more modes of transport, without intermediate reloading and designed to be secured and/or readily handled, having fittings for the purpose, or

II in relation to any groupage carried out by the Board, a TIR or similar vehicle which the Board agree to load or unload.

Tonne means 1,000 kilogrammes.

Vessel means every description of a craft, ship, boat or barge or anything constructed or used to carry goods or persons by water.

Vehicle means a motorcar, motorcycle, lorry trailer, tractor, roller, excavator, agricultural machine, railway wagon or any other thing on wheels or tracks.

Shipowner means the owner, charterer or other person operating or managing a vessel and owner of a ship is to be construed accordingly.

Trader means the person with whom the Board contract for the handling of goods and shall include the owner of the goods, or his agent.

Groupage means services rendered in assembling goods to be packed in containers.

Handling means all that work normally associated with handling of goods at a dock, ship wharf, warehouse, depot or other similar facility.

## General

2. a The terms and conditions here stated are those under which the Board will handle and store goods at their docks, ship wharves, barge wharves, depots and other facilities, including all stevedoring, tallying and such other work normally associated with the handling of goods at these premises as may be appropriate and in making a requisition for these services the Trader or his representative accepts that these Terms and conditions shall, in so far as applicable, be incorporated into any contract between the Board and the Trader. The trader shall warrant that he is either the owner or authorised agent of the owner of the goods and accepts these Terms and Conditions on behalf of the owner and any subsequent owners of the goods.
- b Goods which the Board have declared to be dangerous will only be handled subject to compliance by the Trader with legislated terms and conditions for the transport, handling and storage of dangerous goods for the time being in force when the goods are received for handling.
- c All goods presented for handling and or storage shall be accompanied by a consignment note or document clearly identifying the goods.
- d Any contract between the Board and the Trader shall be governed by English Law and all disputes arising in connection with the contract shall be subject to the jurisdiction of the English Courts.
- e Subject to these Conditions, the rights and liabilities of the Trader and the Board respectively, whether at Common Law or under any statute, shall remain unaffected.
- f The Trader will comply with all reasonable directions given by the authorised representative of the Board as may from time to time be necessary to ensure the maximum effective use of any berth or place of work and if so requested and able, will, at no cost to the Board:
  - I work overtime;
  - II move the vessel or vehicle;
  - III vacate a berth on completion as quickly as possible;
  - IV move or remove goods as may be applicable.

## Storage of Goods

3. a Storage shall be deemed to commence at the point in time when goods are received for storage or, if previously received otherwise than for storage when rent or charges become effective for the purpose of keeping the goods in store.
- b The Trader in the goods shall warrant:

- I that he is either the owner or authorised agent of the owner of the goods and accepts these Terms and Conditions on behalf of the owner and any subsequent owners of the goods;  
and
  - II that the goods are fit to be stored in the condition in which they are handed to the Board.
- c Before presentation of the goods for storage, the Trader will inform the Board of any special precautions necessitated by the nature or condition of the goods, and of any statutory duties specific to the goods with which the Board may need to comply.
  - d Goods which the Board have declared to be dangerous will in addition be subject to compliance by the Trader with legislated terms and conditions for the storage of dangerous goods for the time being in force when the goods are received for storage.

#### Transportation of Goods

- 4. Where goods are conveyed by road transport provided or arranged by the Board, reference should be made to current Road Haulage Association terms and conditions of transportation.

#### Work Done

- 5. The Board may, without liability, decline to carry out any particular service at any of the Board's docks, wharves, depots or other facilities and may make reasonable charge for any work done in preparation where work ordered is subsequently withdrawn by the Trader or where there has been a material change in the nature of the work previously ordered.

#### Labour

- 6. All work will be carried out in accordance with the conditions governing the employment of labour at any location.

#### Tallying

- 7. Where the Board do not accept responsibility for tallying they shall not be liable for any loss, damage, misdelivery or delay of any kind whatsoever arising out of any inaccuracy of information as to numbers, marks, quantity or weight of goods given to the Board, their servants or those acting on their behalf.

#### Subcontracting

- 8. a In any of the circumstances referred to in paragraph (b) of this Condition and otherwise with the consent of the Trader, the Board shall be entitled to arrange for any part of the storage to be performed by independent contractors, and in the event the Board shall act as the Trader's agent and accept on its behalf the trading terms and conditions of such independent contractors.
- b The circumstances referred to in paragraph (a) hereof are storm, flood, fire, explosion, riot,

industrial dispute, labour disturbance or any other emergency reasonably requiring such action by the Board.

- c Notwithstanding the provisions of paragraphs (a) and (b) of this Condition, the Board reserve the right to arrange for the whole or part of the storage to be performed by independent contractors without reference to the Trader. In this case the independent contractor shall be entitled to the same rights and protection as the Board under these Terms and Conditions.
- d The Board reserve the right to move goods from time to time without notice from room to room in a warehouse or from one place to another place, whether their own or, in the case of storage subcontracted under the provisions of paragraph (c) of this Condition, that of any other person, within the vicinity of the warehouse or storage facility.

## **PART II**

### Liability

- 9. The Board will undertake services requisitioned only on the express condition that they or their servants or agents will not be liable for any loss occasioned by:
  - a any delay in loading or unloading of vessels or vehicles;
  - b improper stowage of cargo in vessels or vehicles;
  - c consequences of strikes, lock-outs, labour stoppages or disputes by Board employees or other person or persons acting as agent or contractor for the Board;
  - d any loss, damage or deficiency caused by delay in carrying out any services requisitioned, misdelivery of goods or leakage or loss of weight or theft however arising except upon proof that the loss, damage or deficiency was caused by the negligent or unlawful act or omission of the Board or their servant or agent;
  - e any loss, damage, deficiency, misdelivery or delay of or to goods however occurring if the goods are not properly protected by packing except upon proof that the same arose from the wilful misconduct of the Board or their servants or would have suffered if the goods had been properly protected by packing and the Board would otherwise have been liable under these Conditions;
  - f any loss, damage, deficiency, misdelivery or delay to goods arising out of or caused or contributed to by:
    - I vermin, insects or pests of any description;

- II fire, explosion, weather, storm or flood, riots, civil commotions, Act of God, the Queen's enemies or any other circumstances beyond the control of the Board.
- III inherent vice or quality of the goods;
- IV improper, insufficient or erroneous marking of addressing of goods;
- V the omission of information from or a mis-statement in any document presented to the Board relating to the goods or the late receipt of H M Customs documentation, disputes in respect of documents or declarations made for entry purposes by or on behalf of a principal or his representative or any delay in passing Customs entries or obtaining Customs clearance of goods;
- g any loss, damage, deficiency, misdelivery or delay to goods arising out of or caused or contributed to by action taken or omitted in order to avoid a labour dispute or by the handling of other work in connection with dangerous goods as defined from time to time by the Board;
- h any loss or damage caused by failure to sheet goods or by defective sheets or loose or inadequate sheeting;
- j any indirect or consequential damages whatsoever however caused;
- k any loss or damage resulting from goods handling services requisitioned for vessels or vehicles whose construction or arrangements renders them unsuitable for such operations; and in this respect having special regard to vessels carrying bulk cargoes where tank tops, bilges, pipes, etc. are inadequately protected; prima facie evidence of suitability shall be deemed if a vessel is currently certified by a recognised Classification Society for a designated cargo and/or method of carriage and handling;
- l the trader shall comply with all existing and future regulations and requirements of H M Customs and Excise as far as they affect his products or commodities prior to and during delivery, whilst in storage and during and after re-delivery. The Trader shall be responsible for and indemnify the Board against all taxes, assessments, duties or other charges or impositions whatsoever at any time levied against the products or any part or parts thereof for which the Board may be or may become liable to pay.
- m in a lost journey, delay to a vehicle or vessel, demurrage, or any other expense arising from a failure to make a delivery to a vehicle or vessel or to unload a vehicle or vessel whether or not the vehicle or vessel attended in accordance with an appointment; without prejudice to the generality of sub-paragraph (j) of this condition, if in the event of the Board being liable under this condition for a delay in the removal of goods from bonded premises, there occurs during the delay an increase in any Customs or other duty or tax payable in respect of those goods, such increase shall, for the purpose of this condition, be deemed to be indirect or consequential damages;
- n any goods in relation to which there has been fraud on the part of the Trader.

10. Where notice is given by the Board to a Trader that goods will be accepted for handling by the Board at Owner's Risk only, the Board shall not be liable for damage to, or loss arising from damage to such goods or any part thereof except upon proof that such damage or loss arose from the wilful misconduct of the Board, their servants or agents.
11. Where goods are loaded into a vessel or vehicle by the Trader or his representative, the Trader shall indemnify the Board against any injury, loss or damage of any kind whatsoever arising directly or indirectly from:
  - a improper stowage or packing of goods in the vessel or vehicle;
  - b the unsuitability of the goods for carriage by such vessel or vehicle;
  - c the shifting or movement of goods within the vessel or vehicle
  - d any defect in or unsuitability of the vessel or vehicle where such defect or such unsuitability was reasonably discoverable upon a proper inspection being carried out immediately before the vessel or vehicle was loaded with the goods;
  - e the failure to properly seal, close up or secure the fastenings of the vessel or vehicle or the failure to properly sheet the goods or the use of defective loose or inadequate sheeting.
  - f any physical damage to the vessel or vehicle whatsoever and howsoever caused while on the Traders premises or those of his agent.

#### Storage

- g any defects in the construction or arrangements of containers or the unsuitability of containers for the storage of particular goods;
  - h orders or restrictions imposed by the Government or any Department thereof or by any local or public authority;
  - i burst pipes, condensation, mildew or other contamination of whatsoever nature and kind and howsoever caused;
  - j the Trader not taking or accepting delivery within a reasonable time of termination of storage;
12. Where notice is given by the Board to a Trader that goods will be accepted for storage by the Board at Owner's Risk only, the Board shall not be liable for damage to, or loss arising from damage to, such goods or any part thereof except that such damage or loss arose from the wilful misconduct of the Board, their servants or agents.

#### Goods presented in unsatisfactory manner or condition



13. The Board reserves the right to refuse to receive goods which are unsuitably stowed, packed, dirty or otherwise unsatisfactory. If such goods are accepted but owing to their condition incur extra cost of handling or other work, additional charges will be rendered.

#### Dangerous Goods

14. The Trader will be responsible for and shall indemnify the Board against all injury, loss or damage howsoever caused and against all claims whatsoever made against them for which they might be or might become liable in respect of any injury to persons or loss of or damage to property or delay arising out of or caused or contributed to by:
  - a failure to comply so far as is practical for him with the Terms and Conditions for the transport, handling and storage of dangerous goods mentioned in paragraph 3d above.

#### Motor Vehicles presented for handling

15. If the brakes of a vehicle are ineffective when the engine of a vehicle is not running and a conspicuous notice is not displayed in the vehicle to that effect, the Board shall be exempt from all liability whatever for injury, loss or damage arising out of or caused or contributed to by the absence of such a notice.

#### Notice of deficiency, loss or damage

16. The Board shall not be liable for any loss of or damage or delay to goods unless they are notified thereof in writing (otherwise than upon any of the Board's documents) within three days and the claim is made in writing within seven days succeeding the removal of the goods from the Board's premises; except that where the goods are for export, the notification and claim are made not more than 21 days after the goods are discharged at the place of destination.

Provided that if in any action brought against the Board in pursuance of a claim, the Court shall be satisfied that:

- I it was not reasonably possible for the Board to be advised in writing or for the claim to be made in writing within the aforesaid times;
- II such advice or claim is made or given in a reasonable time;
- III having regard to all the circumstances it is equitable to adjudicate upon the claim;

the Board shall not have the benefit of this Condition.

#### Computation of time

17. In the computation of time, the following days shall not be included:

- a in England and Wales: Saturday, Sunday, New Year's Day, Good Friday, Easter Monday, May Day, Public Holiday, Spring Bank Holiday, Summer Bank Holiday, Christmas Day, Boxing Day.
- b in Scotland: Saturday, Sunday, New Year's Day, additional Year Public Holiday, Good Friday, May Day Public Holiday, Spring Bank Holiday, Summer Bank Holiday, Christmas Day, Boxing Day.

### **PART III**

#### Limitation of Liability

- 18. Subject to Conditions 3, 4, 8 to 16 inclusive of these Terms and Conditions the Board shall be exempt from all liability whatsoever for any loss, damage or misdelivery of or to goods howsoever or whenever caused or for any delay whatsoever (including delay to a vessel or vehicle), except upon proof that the loss, damage, misdelivery or delay was caused by the negligent or unlawful act or omission of the Board or their servants. Provided that the liability of the Board, who shall be entitled to require proof of the value and weight of a whole consignment, shall in any case be limited:
  - a in respect of any one consignment of goods
    - I where a claim against the Board is in respect of the whole of the consignment, to a sum at the rate of GBP 800 per tonne (or pro rata for part of a tonne) of the gross weight of the consignment;
    - II where a claim against the Board is in respect of part of a consignment, to that proportion of the sum ascertained in accordance with sub paragraph (i) of paragraph (a) of this condition which the actual value of that part of the consignment bears to the actual value of the whole of the consignment.

NOTE 1 In this Condition:  
consignment means goods of one description consigned on one shipping or order note.

NOTE 2 For the purpose of this Condition the value of the goods shall be deemed to be the market price of goods of the same kind and quality immediately before the loss, damage, misdelivery or delay arose or took place.

NOTE 3 The Board shall have such protection as is afforded by the Terms and Conditions of the Bill of Lading, Charter Party or other contract of affreightment and the Merchant Shipping Acts.

#### Overweight Goods

- 19. If the Board handle goods which have been marked incorrectly with regard to weight (whether or not the Board know at the time of such handling that the marking is incorrect):
  - a such handling shall be entirely at the risk of the Trader, Shipowner or vehicle operator tendering the goods;
  - b the Board shall be exempt from all liability whatsoever for loss, damage or misdelivery of or to the goods or for delay caused or contributed to by the handling of the goods;

- c the Trader, Shipowner or vehicle operator tendering the goods shall be responsible for and shall indemnify the Board against all injury, loss or damage howsoever caused and against all claims against the Board for injury to persons or loss or damage to property arising out of or contributed to by handling of the goods by the Board.

#### Obligations of Shipowners and Vehicle Operators

- 20. a Where the Board handle goods on behalf of a Shipowner or vehicle operator, the Shipowner or vehicle operator must ensure that any contract or other arrangement for the carriage or handling of goods which the Shipowner or vehicle operator makes with the Trader or other person interested in the goods contains similar Conditions to the preceding Conditions and that those Conditions are expressed in the contract or other arrangements to be imposed on the Shipowner or vehicle operator (on his own behalf and as agent and trustee for the Board) for the benefit of both the Shipowner or vehicle operator and the Board. In default the Shipowner or vehicle operator will indemnify the Board against any consequential liability the Board may incur.
- b The trim and stability of a Shipowner's vessel which the Board are loading or discharging is the sole responsibility at the Shipowner.
- c The stowage and segregation of goods on board a vessel or vehicle, which the Board are loading, is the sole responsibility of the Shipowner or vehicle operator as the case may be.

#### Shipwork

- 21. a Spare

#### Charges

- 22. a Charges and arrangements for the handling of goods will be those from time to time obtaining at any particular dock, wharf or depot, and quotations may be had from the Dock, Wharf or Depot Manager or appropriate representative of the Board.
- b The Trader shall be liable for the Board's charges for handling goods without prejudice to the Board's rights against any other person and with do right to off-set claims against the Board.
- c All rates are quoted without engagement and the Board may vary either upwards or downwards their charges for handling goods by giving not less than seven days notice to a Trader of any such variation.
- d All consignments accepted for handling shall be subject to correspondence identifying the consignment concerned and the Board and the Trader shall if so required sign documents acknowledging receipt of the consignment for handling or storage, that these Terms and Conditions apply to those handling operations and that the Trader will pay the usual charges, but no such documents shall be evidence of the condition or correctness of the declared nature, quantity or weight of the consignment.
- e An additional charge will be made if any of the services mentioned in subparagraphs under paragraph (e) hereof are not included in any agreed charge or accepted quotation for handling or other work requisitioned but are

subsequently found to be necessary:

- I the handling of goods, due to the nature of the stowage or the condition of goods or the handling of cargoes in restricted spaces;
  - II the waiting time from start of shift and to the end of shift or otherwise, beyond the control of the Board;
  - III cooping or the mending of goods;
  - IV the collection of loose goods or sweepings or the separation or sorting of goods within the vessel or vehicle;
  - V the lashing or unlashng of goods;
  - VI the clearing and sweeping of the cargo spaces of vessels or vehicles;
  - VII the laying or lifting of excessive quantities of dunnage;
  - VIII the opening and closing of hatches and rigging of vessels gear
  - IX the waiting time occasioned by the action of persons not within the control of the Board;
  - X additional labour for hatchway work;
  - XI travelling in connection with the handling or other work requisitioned.
- f An additional charge for overtime working will be made in accordance with those rates from time to time applying at any particular dock, wharf or depot.
- g The Trader in the goods will be responsible for payment of charges.
- h All goods deposited at the dock, wharf or depot will be handled by the Board subject to a general lien for outstanding charges and for the balance of any account due to the Board, either in respect of such goods or others handled for the same owner or his representative.
- i Charges and Quotations will be for loading or discharging at the speed the vessel or vehicle loads or discharges, but will not include stoppages due to inclement weather.
- j If land or water transport should take direct delivery but is not capable of receiving at the speed the vessel discharged the Board, reserve the right to land to quay, transit shed or warehouse and any additional costs incurred by the Board shall be paid by the Trader.
- k The Board's charges shall be payable at such periodic intervals or on the expiry of such period of credit as may have been agreed between the Board and the Trader or, in any event, before removal of the goods from the Board's custody or control. Interest on amounts due and unpaid shall be payable from the date when payment of such amounts fell due and shall be calculated

on a daily basis at the rate of 2 percent per annum above the London clearing bank base lending rate current from time to time.

23. Goods delivered to the Board will be received and held by them subject to:
- a lien for monies due to them for the storage and other proper charges or expenses upon or in connection with such goods; and
  - b a general lien for any monies or charges due to them from the Trader or the owners of such goods for any services rendered or accommodation provided in relation to the storage or custody of any goods accepted from the Trader.

NOTE

In case any lien is not satisfied within a reasonable time from the date upon which the Board first gave notice to the Trader of the intended exercise of the power of sale hereinafter mentioned, unless payment of the sums due are made the goods may be sold and the proceeds of sale applied in or towards the satisfaction of every such lien and all proper charges and expenses in relation thereto and the Board shall account to the Trader or owners of the goods for any surplus.

24. Where Goods:
- a are held to await instructions and such instructions are not given, or such goods are not removed within a reasonable time;  
or
  - b are unclaimed and the name and address of the Trader are not known and cannot be ascertained;  
or
  - c are refused by the person to whom the Trader has ordered delivery or the Trader fails to take delivery or to give proper instructions for disposal;

the Board may dispose of the goods, whether by sale separately or by inclusion in a sale of unclaimed goods or otherwise, and payment or tender of the proceeds of such sale, if any, after deduction of all proper charges due on the goods and expenses in relation to the disposal thereof shall (without prejudice to any claim which the Trader may have against the Board under these Conditions) discharge the Board from all liability in respect of such goods or the storage or delivery thereof.

Provided that:

- I The Board shall do what is reasonable to obtain the value of the goods;
- II the power of disposal shall not be exercised (a) where the name and address of the Trader is known unless the Board shall have sent notice in writing by post or otherwise to the Trader that the goods will be disposed of if not taken away within seven days or immediately in an emergency situation or (b) where the name and address of the Trader is not known, unless the Board shall have retained the goods in their possession for not less than three months, except in

the case of perishable goods.

25. Any expenses or loss incurred by the Board or their agents in consequence of any requirement of the Prevention of Damage by Pests Act 1949 as amended, or of any statutory or other Regulation, Direction or Notice made by a competent authority as a result of any infestation of goods which are in contact or likely to come into contact with food or any other goods, shall be paid by the Trader for whom such infested goods are stored, and any loss or damage in respect of any infested food or goods as aforesaid which is incurred as a consequence of any such Requirement, Regulation, Direction or Notice shall be borne by such Trader.

#### Determination of storage contract

26. The Board or the Trader may determine the storage contract at any time by giving seven days previous written notice to the other party or in an emergency by immediate notice by the Board to the Trader or his agent at the last known address, and on the expiration of such notice, the Trader shall remove the goods from the Board's premises at his own expense and pay all charges due in respect thereof. If the Trader fails to remove the goods as aforesaid, the Board shall have full power to open and examine the goods or any part thereof and to dispose of the whole or any part thereof in accordance with paragraph 22 above, the Board doing what is reasonable to obtain the value of the goods, and applying the proceeds of sale, if any, after taking all expenses thereof in payment, towards all sums properly due to or liabilities incurred to the Board by the Trader. Any balance will be paid to the Trader and the Board shall be released from all further liability in relation to the goods sold.

#### NOTICE

27. a When a notice given in compliance with any of these Conditions is sent by post, service therefore shall be deemed to be made by properly addressing, prepaying and posting such notice and unless the contrary is proved, to have been effected at the time at which the notice should be delivered in the ordinary course of post.
- b At least 24 hours notice of intention to collect or deliver goods from or to a warehouse must be given to the Board's employee in charge of the warehouse. In the case of the collection of goods, written (including telex/fax) authority from the Trader to release the goods shall be given to the Board's employee at or before the time of collection. No vehicle will be loaded or unloaded at a warehouse unless it reports for that purpose at least two hours before normal closing time and unless previously agreed in writing the Board will not receive or deliver goods in or from a warehouse on a Saturday, Sunday or Public Holiday.

#### Variation of terms

28. The servants and agents of the Board are not authorised to waive or vary these Conditions. No statement made by a servant of the Board, made or purporting to be made on behalf of the Board shall be deemed to be collateral contract or to have any contractual effect.

# **AMA (Storage and Distribution) Limited**

## **Rotherham Depot**

**Range of Fork Lift Trucks to 16000 Kgs**

**Loading Shovels**

**Tracked Lift/Grab Cranes**

**60 Tonne, 3 Tonne, 1 Tonne Weighbridges**

**10 Tonne Container Ramps x 3**

**Specialist 28,000 sq. ft. Bulk Ores Warehouses**

**General 81,000 sq. ft. Warehouses**

**New Construction 32,000 sq. ft. Warehouses available off-site**

**Bagging/Drumming, Screening Services**

**Full Countrywide Road-borne Distribution**