



Specialists in Abnormal Loads

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## Terms and Conditions of Business

### Definitions:

The Company	Convoi Exceptionnel Ltd and the agents and subcontractors thereof.
The Client	Companies or persons or their agents engaging The Company to supply services.
Abnormal Load Permit	A written permission from authorities or notification made to authorities to move a load, which, by virtue of its dimensions, falls outside the legally accepted dimensions in any given jurisdiction.
The Relevant Authorities	Authorities who are entitled to grant Abnormal Load Permits, or who must be consulted or notified prior to the granting of such permits, in any given jurisdiction.
Notice of Appointment	By asking The Company to apply for a permit or permits on your behalf, or to carry out route surveys, or to supply an escort, or to book police escorts or to book highways or other local authority services - whether verbally or via email.
Routing Services	Advice given by The Company, pertaining to routes that may be used by The Client, which in the opinion of The Company meet the needs of The Client.

### Application Services for Abnormal Loads Permits & Route Surveys

The Company undertakes to make Applications for Abnormal Load Permits, notifications and provide Route Surveys for the Client, subject to the following Terms & Conditions of Business:

- 1 The Client shall supply full details of the transport as required by The Company.
- 3 Quotations for the arrangements of Abnormal Load Permits or Route Surveys are based on information supplied by The Client. No responsibility shall attach to The Company due to the inaccuracy of any information supplied by The Client.
- 4 The date of application for an Abnormal Load Permit shall be the date by which The Client has provided all the information requested by The Company in order to make the application.
- 5 The Company shall make every reasonable endeavour to ensure that The Relevant Authorities issue approved permits by the requested date, but it cannot guarantee that approval will be given. No liability can be accepted for delays caused by waiting on or refusal of The Relevant Authorities to grant Abnormal Load Permits.
- 6 The Company shall offer Route Survey Services. However, no liability can be accepted for any errors made. The Client retains responsibility for acceptance and ultimate use of the route suggested. It is The Client's and, if different, the transport company's responsibility to check that the route is suitable for their load.
- 7 The Company shall offer movement Notification Services. However, no liability can be accepted for any errors made. The Client retains responsibility for acceptance and ultimate use of the route suggested. It is The Client's and, if different, the transport company's responsibility to check that the route is suitable for their load.
- 8 Bridge height surveys will be carried out for The Client if it is safe and permissible to do so. Bridge height surveys are provided on the understanding that measurements are taken using a laser measuring device and a margin of error must be considered by The Client. The Company is not liable for any incorrect measurements. A safety margin of error should be taken into account to allow for road and temperature fluctuations. Changes to road infrastructure between the date of the survey and the date of the transport must also be considered by The Client. It must also be accepted that authorities may have their own margin of error, so may still reject the subsequent notification / permit application. It remains the responsibility of the The Client and, if different, the transport company, to decide whether the route is suitable for the height of their transport.
- 9 No liability shall attach to The Company resulting from the improper use of any Abnormal Load Permit obtained by The Company or of any Route Survey or Bridge Height Survey supplied by The Company.
- 10 By appointing The Company to apply for abnormal load permits / make notifications on your behalf, you agree to indemnify Convoi Exceptionnel Ltd and all, councils, highways and structures authorities along routes notified for your abnormal load movements by Convoi Exceptionnel Ltd on your behalf. In addition, you give permission for Convoi Exceptionnel Ltd to sign specific indemnities on your behalf.
- 11 When The Relevant Authorities refuse to grant an Abnormal Load Permit or to accept a notification, for whatever reason, or if they grant the permit but for a shorter timeframe than expected, the Terms of Payment will be those in force as if the permit had been granted.

## Escort / Pilot Car Services

The Company undertakes to provide escort car services for the Client, subject to the following Terms & Conditions of Business:

- 1 Escorts will be provided on the understanding that The Client has provided the correct information regarding the dimensions of the transport and the itinerary.
- 2 The Company will not accept liability for any delays to an escort booking caused by late notification and the subsequent refusal of any Relevant Authority to grant a dispensation for the movement order.
- 3 In the case where The Client has notified the Police / Highway Authorities - the necessary documents / permits must be made available to The Company prior to the start of the escort. No responsibility can attach to The Company for incorrect notifications by The Client.
- 4 Where the notification has been provided by either The Client or The Company - the escort driver may check the load dimensions on arrival and, if incorrect – no liability can attach to The Company for any subsequent delay due to the necessary modification of permits, and or delay to the subsequent escort service, or to the refusal of the escort driver to carry out the escort due to incorrect paperwork.
- 5 The Company will endeavor to provide the escort at the time requested by The Client, but no responsibility or consequential costs can be attributed to The Company due to traffic delays which are caused by road traffic accidents or road blockages or other incidents outside the control of The Company.
- 6 The Company reserves the right to change escort vehicles during the course of an escort.
- 7 The Company and the Company's escort will endeavor to assist The Client's driver at all times in the execution of his delivery.
- 8 The Company and the Company's escort will take no responsibility for The Client's driver's actions in the handling of his transport or for The Client's driver's hours.
- 9 The Company's escort will assist The Client's driver to enter the site of delivery of his load but cannot assist with any unloading procedures.
- 10 The Client will be responsible for any charges incurred by delays caused by their own breakdown, late arrival or delays due to loading or unloading.
- 11 The Company cannot be held liable for any road traffic accident or damage involving the transport.
- 12 The Company will take no responsibility for the route taken by the escort car. The Client retains responsibility for acceptance and ultimate use of the route in the permit or notification. It is The Client's responsibility to check that the route is suitable for their load.

## General Terms of Business

- 1 Terms of Payment for Clients without an account are: on application.
- 2 Once an order for notifications, permits or other services has been placed, whether verbal, written or via email: If the application is subsequently cancelled by The Client, and the application is underway, it is payable in full.
- 3 If, despite the best endeavours of The Company, the Relevant Authorities reject a permit application or movement notification due to insufficient paperwork being provided by The Client or due to no acceptable route being available, the quoted fee is payable in full due to work having been undertaken.
- 4 Route Survey and Bridge Height Survey fees are payable even if the outcome of the survey is that no possible route is found, or, if a route is found but the notification / permit application is subsequently rejected by the Relevant Authorities. The Company will charge the full fee.
- 5 Escort Car bookings are regarded as firm reservations 48 hours prior to the booked time. If the escort is cancelled after this time, a £30 cancellation fee may be invoiced; in some cases, eg: France, the cancellation fee may be higher. When an escort vehicle reports for duty, and it is then cancelled, The Client will be invoiced in full for the rate for that day.
- 6 Where an escort is booked and the transport is not ready to move within 1 hour of the requested start time – The Company reserves the right to charge demurrage.
- 7 Special Terms of Payment relate to police escort fees, bridge survey fees, removal of street furniture costs, setting up of 'No Parking' signs, wire-lifting, etc: The Client will pay the invoice amount + any handling fee. Police escorts are deemed payable once they have been booked, whether or not the move goes ahead. There is occasionally the possibility of free cancellation or discount for these, but often full payment is invoiced, especially if cancelled at short notice.
- 8 The Company reserves the right to withhold any service until payment is made.