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Specialists in Abnormal Loads

Terms and Conditions of Business

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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 that 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.

Application Services for Abnormal Load Notifications, Permits & Route Surveys

The Company undertakes to make Applications for Abnormal Load Notifications / Permits and to 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.
2. 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, or incomplete information supplied by The Client.
3. The date of application for a permit or notification shall be the date by which The Client has provided all the required information for the application.
4. 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 or accept movement notifications.
5. The Company shall offer Route Survey Services. However, no liability can be accepted for any errors made. The Client retains responsibility for acceptance and 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.
6. The Company cannot be held responsible for the ultimate rejection of a permit / notification by The Relevant Authorities of an already surveyed route. Structure capacities, for example, can change over time and at short notice, and The Relevant Authorities' rules and instructions can change over time. If a new route is needed, a new survey might be needed.
7. The Client must check and accept that the dimensions on the permit or notification are correct prior to movement. Any accidents caused due to the actual dimensions not matching those on the permit or notification are the responsibility of The Client and, if different, the transport company.
8. The Company shall offer movement Abnormal Load Permit / Notification Services. However, no liability will be accepted for any errors made including errors in routing. The Client retains responsibility for the 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. This includes - but is not limited to - checking for roadworks, width restrictions and road closures in advance of movement. Contracting a permit agent to notify a movement or carry out a survey on behalf of an operator does not absolve the operator from checking roadworks, road closures and bridge heights for their movements in advance. The haulier/operator and their driver must also read this document before moving: Prevention of bridge strikes - A good practice guide for professional drivers (publishing.service.gov.uk). Any costs to any party resulting from delays, roadworks, road closures or width restrictions – unexpected or otherwise - are to be borne by the transport company.
9. 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. At all times, it remains the responsibility of The Client and, if different, the transport company, to decide whether the route that was surveyed is suitable for the dimensions of their transport. The haulier/operator and their driver must read the document link in point 7, before moving.
10. No liability shall attach to The Company resulting from the improper use of any Abnormal Load Permit obtained by The Company or notification to Relevant Authorities by The Company, or of any Route Survey or Bridge Height Survey supplied by The Company.
11. 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 and minutes of agreement where necessary on your behalf.
12. 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 / notification accepted.
13. Any Google route links provided with a permit or notification are only an indication, as Google can change these saved routes at any time for various reasons. Some devices, such as Apple devices might not display the intended Google maps route. You must check and follow the written route.

14 Lighting and Marking remain the responsibility of the transport operator. Owners and drivers are reminded of their legal obligations to ensure that the forward, rearward, and side projections of loads are clearly marked as required by Schedule 8, Article 16 & 25 the Road Vehicles (Authorisation of Special Types) (General) Order 2003, and Schedule 12, Road Vehicles (Construction & Use) Regulations 1986. If vehicles are used or parked on public roads (including any lay-by adjacent to a road), during the hours of darkness, or at times of inclement weather or restricted visibility, then they must conform to the Road Vehicles Lighting Regulations 1989. The correct STGO marker boards must be fitted. All vehicles with a travelling height over 3 meters (9ft 10in) must have an in-cab height indicator.

15 The Company cannot be held responsible for any misinterpretation of a third-party survey.

16 The Client, by engaging The Company to notify their movements or obtain permits on their behalf, confirms that they have a relevant O-licence subject to the vehicle-weight rules and exemptions. If The Client is an own-account operator, they are confirming that the load is their own property and that the movement is not being undertaken for another party for hire or reward.

Escort / Pilot Car Services and Police Escorts

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 or the refusal of any Relevant Authority to issue a permit or accept a movement notification for any reason.

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 or permits supplied 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 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 take no responsibility for The Client's driver's actions in the handling of his transport or for driver's hours.

9 The Company accept no responsibility for the correct lighting, marking and operation of The Client's vehicles whilst under escort.

10 The Company's escort will assist The Client's driver into the site of delivery, but cannot assist with any unloading procedures or special manoeuvres.

11 At all times, it remains The Client's and, if different, the transport company's responsibility to ensure that police escorts are booked for any manoeuvre which contravenes traffic regulations even if The Company is asked to arrange police escorts, and whether the movement is notified by The Company or by The Client or transport company. Any fines for breaking traffic regulations are payable by The Client or transport company.

12 At all times, it remains The Client's and, if different, the transport company's responsibility to ensure that police escorts are booked where necessary in the interests of public safety and for the safety other road users, regardless of any advice or recommendations provided by The Company, or lack thereof.

13 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.

14 Company shall not be liable for any road traffic accident, collision, loss or damage arising from or caused by the driving, operation or control of the transporting vehicle or load. Nothing in this clause shall exclude or restrict any liability of the Company which cannot lawfully be excluded or restricted.

15 The Client accepts that The Company may use subcontracted escort cars where necessary or preferable (eg local knowledge).

16 The Company will endeavor to ensure that subcontracted escorts follow the voluntary Highways England Code of Practice, are correctly lit and marked, and have the relevant training or experience. However, failings in this regard are entirely the responsibility of the subcontractor.

17 Subcontractors must ensure they have their own adequate insurance cover.

18 The Company is not liable for the actions of escort car drivers not directly employed by the company ie – subcontractors.

19 The Company will take no responsibility for the route taken by the truck and escort drivers. The Client retains responsibility for acceptance and ultimate use of the route in the permit. 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 Notice of Appointment has been given to The Company by The Client, 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.

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 may 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 the full amount is invoiced by the police forces, especially if cancelled at short notice.

8 The Company reserves the right to withhold any further service until a requested payment is made.

9 Right Not to Proceed - All quotations and bookings for abnormal, indivisible, oversized or overweight load movements are subject to satisfactory confirmation by The Company of the feasibility, safety and regulatory compliance of the proposed movement.

The Company may undertake or arrange such route surveys, swept path analyses, structural assessments, authority consultations, notifications, permit or Special Order applications and other preparatory or feasibility work as has been requested or authorised by the Client or as may reasonably be required in connection with the Services ordered by the Client.

Acceptance of a booking, commencement of such preparatory work, or receipt of payment shall not constitute confirmation that the proposed transport movement is feasible or that The Company is committed to undertaking further services such as escort car bookings.

Although the suitability of the route and vehicle remains the responsibility of the haulier, The Company reserves the right not to proceed with the project where, following such investigations or as a result of information subsequently becoming available, The Company reasonably determines that:

(a) the proposed route, access or delivery location is unsuitable for the proposed vehicle, load or transport dimensions;

(b) adequate clearance, manoeuvrability, structural capacity or safe access cannot be established;

(c) any necessary consent, notification, permit, Special Order or other approval cannot be obtained or is subject to conditions which The Company reasonably considers cannot safely or practicably be satisfied;

(d) the movement cannot, in The Company's reasonable assessment, be undertaken safely or in compliance with applicable legal or regulatory requirements; or

(e) circumstances affecting the route, load, vehicle configuration or proposed movement have materially changed since quotation or booking.

Where The Company decides not to proceed for any of the above reasons, The Client shall remain responsible for all charges for surveys, swept path analysis, structural assessments, permit or Special Order applications, authority charges, third-party costs and other preparatory work reasonably undertaken or committed to up to the date of that decision.

The Company shall not be obliged to undertake work for a movement which, in its reasonable assessment, cannot be carried out safely, lawfully or in accordance with the requirements of the relevant authorities.

- 10 The Company shall be entitled to procure any or all of the services offered as an agent, or, to provide those services as a principal.
- 11 When The Company acts as an agent on behalf of The Client, The Company shall be entitled, and The Client hereby expressly authorises The Company, to enter into all / any contracts on behalf of The Client as necessary or desirable to fulfil The Client's instructions, requests or needs.
- 12 Advice and information, in whatever form it may be given, is provided by The Company for The Client only.

The Client shall indemnify The Company against all loss and damage suffered as a consequence of passing such advice or information on to any third party.

- 13 The Client undertakes that no claim shall be made against any director, servant, or employee of The Company which imposes, or attempts to impose upon them any liability in connection with any services which are the subject of these conditions, and, if any such claim should nevertheless be made, to indemnify The Company against all consequences thereof.