

Subcontractor Handbook



Registered Office:

*Eddie Stobart Ltd
Stretton Green Distribution Park, Langford Way,
Appleton, Warrington, Cheshire, England
WA4 4TQ*

Company Number – 00995045

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Each order constitutes a separate contract.

Introduction

Eddie Stobart Ltd (ESL) was incorporated in 1970. The business has grown and is now wholly owned by the Culina Group controlling over 2,500 trucks.

We operate across a Pan European network in the following sectors:

- Retail
- Consumer Goods
- Online Fulfilment
- Manufacturing and Industrial
- European Automotive
- Special Operations

Our transport offering is supported by the largest domestic rail freight service in the UK, inland container ports and a vast network of contract logistics and warehousing sites.

Our vision is to be recognised for our pride and professionalism in delivering innovative customer solutions and service excellence.

It is because of these high standards that we expect our Subcontractors to adopt and apply the same vision and values, level of professionalism and customer care that we apply ourselves.

Supplier Acceptance

Subcontractors will be considered for use following an initial supplier assessment and upon provision of the required information.

Supplier Approval

Subcontractors will complete an ESL Supplier Approval Form in the form set out in Schedule 1, and submit for review, any and all on-going changes to information therein must be communicated to ESL.

ESL Transport Web System

Approved Subcontractors will be given access to the ESL TWS system more particularly described in Schedule 3.

Company email address

A company email address must be provided as part of the Supplier Approval form.

CONTACTS

ESL contacts are provided below:

- Driverline: 01925 605400 Option 5
- Main switchboard: 01925 605400

Sub-contracting:

- 01925 605429
- 01925 605430
- 01925 605465

These numbers may be amended from time to time by ESL.

1. Operator's License & Insurance

The Subcontractor will ensure it holds, as a minimum, a Standard National Operator's Licence and that it complies with the obligations defined upon application of such licence. Such obligations shall include, but not be limited to, operating within speed limits, complying with driver's hours requirements, vehicles being maintained within agreed service intervals and kept fit and serviceable, vehicles to be loaded in a safe and secure manner and not overloaded, keeping relevant records for the required number of months, driving safely and adhering to the highway code and road signage.

1.1 The Subcontractor shall provide proof of its insurance cover to ESL no later than each anniversary of this agreement and promptly upon request.

1.2 The Subcontractor shall inform ESL immediately in writing should its Operator's Licence be at risk of being suspended, curtailed or revoked.

1.3 The Subcontractor shall on each anniversary of this Agreement and upon request provide to ESL copies of its motor insurance, employers' liability, public liability and goods in transit insurance policies and evidence that the premiums have been paid and are up-to-date.

- i. Goods In Transit cover at a minimum level of £1,300 per Tonne and subject to a limit per vehicle of not less than £500,000

2. Vehicle Specification

2.1. The vehicle specification shall be agreed with the Subcontractor from time to time

2.2 All vehicles must be: -

- (a) suitable for the carriage of Goods in accordance with the terms of this Agreement;
- (b) conform to and be used in accordance with current legal requirements;
- (c) adequately and regularly serviced and repaired in accordance with the requirements of the Subcontractor's Operator's Licence;
- (d) regularly cleaned, maintained in a presentable manner, dry and of a standard of appearance appropriate to that of a high class Subcontractor;
- (e) clear of dirt, dust, deposits from previous consignments and internal surfaces should be clear of grease and oil;

- (f) clear of smells of previous consignments or of internally treated surfaces such as new paint/lacquer treatments;
- (g) protected against and protected from the ingress of water, where applicable ;
- (h) constructed to carry the optimum number of pallets, or other consignments within legal restrictions of length, height, width and weight;
- (i) equipped with suitable refrigeration units, temperature monitors, temperature recording devices (for chilled distribution and confectionary), load restraint mechanisms and corner boards as applicable for loads allocated.

2.3. Where required by ESL, vehicles displaying livery or a logo of ESL.'s or ESL.'s customers' competitors will not be used in the provision of the Services. ESL reserves the right at any time to reject the Subcontractor on the basis of inappropriate livery being utilised.

2.4. ESL or its customers may check vehicles prior to loading/unloading for any reason, including but not limited to, odour or taint, water ingress and cleanliness.

2.5. The condition of the vehicle may be checked to ensure that there is no danger to the health and safety of persons loading or unloading, i.e. damaged floor or loose trim. Any vehicle found to be mechanically or otherwise unsatisfactory may be rejected and the Subcontractor will be asked to remove it from the site until such time that it meets the necessary standards.

2.6. ESL shall be entitled not to pay the Subcontractor for the relevant load and/or delivery in such cases where the Subcontractor's vehicle has been rejected and found to be non-compliant to this Agreement. In addition the Subcontractor shall be responsible for all the costs incurred by ESL in using an alternative method to complete the relevant delivery and all costs levied on ESL by its customer for late or failed delivery.

2.7. The Subcontractor shall be held responsible for an overweight vehicle. In addition to any other rights ESL may have under this Agreement, the Subcontractor will indemnify ESL for any fines incurred by or as a result of any vehicle being overweight and shall be responsible for all the costs incurred by ESL in using an alternative method to complete the relevant delivery and all costs levied on ESL by its customer for late or failed delivery. When this has occurred while carrying ESL customer goods, the Subcontractor must inform ESL as soon as practical.

2.8. Operational requirements may dictate that the Subcontractor will be requested pull an ESL trailer. On each occasion the Subcontractor shall complete a walk round check to note any damages on handover. All load restraint equipment provided with the trailer must be returned with the trailer. The Subcontractor will be liable for any damage reported following receipt of the trailer back into the ESL network and for any missing load restraint equipment.

3. Drivers

3.1. ESL is very conscious of its role in presenting the right image to its customers and the public. The Subcontractor's drivers will have frequent contact with ESL's customers and members of the public. Therefore the Subcontractor's drivers must be aware that their attitude, actions, general appearance and appearance of their vehicles are important factors in how ESL is perceived. As a minimum drivers must

always be polite and courteous to customers and third parties and be able to communicate effectively in the English language

3.2. Drivers who are used by the Subcontractor to provide the Services should be presentable and of clean and smart appearance whilst wearing appropriate personal protective equipment. Any driver not considered to be suitably dressed may will be rejected by ESL.

3.3. The Subcontractor shall vet all drivers and be able to produce evidence of the following on demand, to ESL

- Valid heavy goods vehicle licence
- Employment history (last three years)
- Nationality and immigration status
- Criminal record (unspent convictions only)

3.4. Drivers are required to draw attention to any defective or substandard equipment since although some defects may not prevent delivery, they could be potential Health and Safety hazards or be detrimental to customer relations.

3.5. Drivers should inspect their vehicles daily and report defects as they occur. They should be aware of the vehicle and trailer heights so as to avoid bridge strikes and also ensure that vehicles are clean and presentable at all times and operated in a safe and roadworthy manner.

3.6. All drivers must be competent and adequately trained in the provision of the services, hold a valid UK driving licence for the vehicle they are driving and hold any necessary certification. In addition all drivers must carry a copy of their Driver CPC card and be able to provide proof of any relevant certification on demand.

4. Temperature Controls –As applicable for load carried

4.1 Without prejudice to the generality of the rest of this section, the Goods are to be kept within the specified temperature range and if the temperature varies from that specified range whilst the Goods are in the care custody or control of the Subcontractor the Goods shall be deemed to have been damaged so as to be unfit for sale and ESL and or its customer shall have the right to have Goods destroyed.

4.2 All Goods which require chilled distribution will be presented to the Subcontractor from customer at a temperature between 0°C and 5°C unless the Subcontractor is informed otherwise and the Subcontractor shall maintain the Goods within this temperature range during transportation, handling and delivery.

4.3 ESL will advise the Subcontractor of any temperature requirements.

4.4 The Subcontractor may request that ESL or the customer uses temperature probes (or such other non-destructive alternative method as may be agreed) to verify the temperature of Goods at the time of loading. In the absence of any such request the Goods will (unless otherwise agreed in advance in writing) be deemed to have been accepted by the Subcontractor as being at a chill temperature of between 0°C and 5°C. The Subcontractor is not to unwrap or in any way destroy or disturb any of the Goods or their packaging in order to carry out temperature checks.

5. Security

5.1. The Subcontractor shall be responsible for ensuring the safety and security of the Goods at all times whilst in the Subcontractor's care, including but not limited to theft, product tampering, taint, cross-contamination.

5.2. Occasionally, the Subcontractor may be required to park vehicles containing the Goods overnight at its own premises. The Subcontractor's premises must be secure and as a minimum have enclosed fencing with good lighting, secure gates, and a guarding service and/or monitored CCTV. All buildings will require to be alarmed and/or have monitored CCTV.

5.3. When left unattended, the Subcontractor must also ensure that:-

- (a)** vehicle doors, windows, other openings are fully closed, properly fastened and securely locked at all times;
- (b)** immobilizer alarm is set and in operation;
- (c)** keys are removed from the vehicle;
- (d)** vehicles are parked either on the Subcontractor's own premises or in a recognised lorry park in a secure and well-lit area available to them;
- (e)** trailers are not left detached from tractor units whilst unattended other than where ESL have advised in writing that this is acceptable.
- (f)** In addition, all deliveries are made via the most direct route to the address shown on the delivery document;

5.4. If the Subcontractor becomes concerned or is aware of anything suspicious, they should report the matter immediately to the police and subsequently notify ESL.

5.5. It is the Subcontractor's responsibility to provide their own restraining equipment and where applicable corner boards and to ensure that loads are properly secured prior to departure and to ensure protection of the Goods and stability of pallets during transit in accordance with best industry practice. Where the Subcontractor is not permitted to enter the collection warehouse the Subcontractor must undertake a visual check of the Goods and the stability of the pallets.

5.6. The Subcontractor shall take all precautions necessary to ensure that no unauthorised passengers are allowed onto or carried in the vehicle.

5.7. Animals must not be carried in vehicles used in the provision of the Services.

5.8. In the event of an incident of theft, loss or damage of Goods whilst in the care of the Subcontractor. The Subcontractor shall:-

- (a)** immediately report any theft to the police and obtain the following information:
 - (i)** the police station location and telephone number;
 - (ii)** a police contact name;
 - (iii)** a police incident reference number;
- (b)** as soon as possible report the incident to the relevant ESL representative, who will advise what action is to be taken.

5.9. If in the provision of the Services the Subcontractor's vehicle is involved in a road traffic accident and the load is damaged, displaced or requires transferring to another vehicle, the Subcontractor shall inform ESL as soon as practicable.

5.10. It is the Subcontractor's responsibility to fully insure and indemnify ESL for any trailer owned or leased by ESL, which the Subcontractor is pulling on a traction basis with their own tractor unit. In the unlikely event of the Subcontractor pulling an ESL trailer and is unable to locate the trailers whereabouts, the Subcontractor will be held fully liable for the trailer and its contents.

6. Health and Safety

6.1. The following procedures apply to operations across all ESL and customer sites in addition the Subcontractor will be required to comply with other site regulations on a site by site basis. Drivers who fail to do so may be removed and excluded from site.

6.2. Drivers will report to security on arrival and follow all instructions issued by security.

6.3. The Subcontractor shall comply with the Health and Safety at Work Act and all subsequent Regulations and reasonable health and safety guidance. Drivers must adhere to all relevant procedures.

6.4. Drivers will wear safety shoes/boots and high visibility vests. This rule applies to all drivers on all areas of any site.

6.5. Drivers are not permitted in the warehouse, except to access the transport offices. An appropriate route must be followed.

6.6. Children, other passengers and animals are not allowed on site or in vehicles.

6.7. Smoking is only permitted in the designated external smoking areas on site.

6.8. Drivers must adhere to the site speed limits and adhere to the letter and spirit of the Highway Code. Pedestrians on painted walkways must be given priority at all times. All site rules must be adhered to at all times.

6.9. No alcohol will be consumed on site. Neither should a driver be under the influence of alcohol or drugs at any time whilst on duty.

6.10. The vehicles must be parked appropriately and, at no time, obstruct walkways or other marked areas.

6.11. Drivers should take care if parked close to other vehicles when, if turning, the rear of a trailer may collide with an adjacent vehicle.

6.12. Drivers must secure their vehicle and apply the brake when leaving the vehicle.

6.13. Where loading bay traffic lights are used they must be strictly observed. No driver must move on or off a loading dock unaided if the light is showing red or there is no light showing. A driver must not couple or uncouple a unit from a trailer whilst a red light or no light is showing. Where it is apparent that a light is damaged or not functioning properly it must be reported immediately to ESL management/supervision at the relevant site.

6.14. Drivers must be fully aware of the dangers involved when reversing. They should be observant of others working in the reversing area and familiarise themselves with the location of doors and pathways from which people may emerge behind the reversing vehicle. Should it be proven that a driver has acted negligently or improperly on an ESL or an ESL customer's site, ESL may request that the driver no longer be used in the provision of the Services.

6.15. Drivers shall not cause damage to road surfaces or any other equipment and/or property during the provision of the Services. All damage to ESL, its customer's or other third party site property and/or equipment must be reported to the relevant ESL site staff or local management immediately. In any event, the Subcontractor shall indemnify ESL for any loss howsoever suffered by ESL as a result of damage caused to ESL's or its customers' or other third party equipment and /or property by the Subcontractor.

7. Deliveries and Returns

7.1. The Subcontractor shall ensure proper distribution of the Goods in its possession and that Goods received by it shall be loaded, transported, handled and delivered in accordance with the Subcontractor Handbook, and in accordance with all relevant statutory requirements and industry codes of practice.

7.2. The Subcontractor shall be liable to ESL for:

- (a) loss of
- (b) or damage to
- (c) or defect in
- (d) or wrong delivery of the Goods

that includes failure to adequately secure the Goods or pallets while such Goods are in the possession of or under the control of the Subcontractor its servants or agents and the Subcontractor will indemnify ESL against all losses, claims, damages arising as a result thereof.

7.3. The Subcontractor will notify ESL immediately of all delays or anticipated delays that may affect a delivery or collection. This includes but is not limited to:

- a) a vehicle arriving late for a delivery or collection booking at a ESL or any third party site;
- b) a vehicle being delayed whilst at an ESL or any third party site by more than one hour, in which case the Subcontractor must telephone the ESL customer service line every hour until the delivery is completed. All delays and deviations from the planned delivery time must be communicated without exception to the subcontractor support line (01189 040013) quoting the load reference and reason for delay/deviation. We anticipate up to 2 hours to load and to deliver. If you have been onsite for an hour and do not expect to be tipped within another hour you must contact the support line to advise of this and then continually update via the support line at least every hour thereafter.
- c) being delayed en-route to a third party's premises which will result in a booking time not being achieved.

7.4. Those Subcontractors who inform of potential late arrival for loading or unloading at an ESL Site will be viewed favourably where possible when being accommodated into the schedule.

7.5. The Subcontractor must ensure the deliveries are made in the order as planned on the job confirmation or other relevant information. The Subcontractor must not change the route without prior authorisation from ESL.

7.6 Delivery procedures

7.6.1. For every load transported between ESL sites or to third party sites the Subcontractor will be given a loading and a delivery time. The loading time is the time that the vehicle must arrive at the loading bay for loading, or in the case of a pre-loaded trailer, the time that the vehicle must arrive at the trailer park. In either case the vehicle must be presented at the gatehouse no later than 30 minutes from the nominated time of loading. The loading time is the time by which a pre-loaded trailer will be available for despatch, or a loading bay will be made available for the trailer to be loaded, so there is no guarantee that if the driver arrives earlier the load will be ready.

7.6.2. It is the Subcontractor's responsibility to provide adequate restraints and ensure that Goods and pallets are fully secured during transit. Should any loss or damage occur due to Goods or pallets being inadequately secured the Subcontractor shall be liable for such loss or damage or the cost of restacking.

7.6.3. It is the Subcontractor's responsibility to check all Goods and pallets being loaded onto its vehicle. Any damaged Goods must be reported by the Subcontractor to the relevant site staff and ESL subcontracting team to ensure replacement prior to departure. Departure from the site will be deemed acceptance by the Subcontractor that the load is in good condition and free from damage. Where the Subcontractor is not permitted to enter the collection warehouse the Subcontractor must undertake a visual check of the Goods.

7.6.4. Unless it is not permitted by the third party delivery depot, drivers are to remain with the vehicles whilst Goods are being unloaded at delivery addresses and are to tally and visually check Goods being unloaded. The Subcontractor is to inspect for Goods that are damaged and whether damage occurred before or during unloading and are to enter details on the POD and any other relevant documents. If a third party does not allow the Subcontractor to attend whilst Goods are unloaded, the driver is to mark the POD accordingly.

7.6.5 Under no circumstances should the Subcontractor allow the third party to sign and return Goods which have been damaged whilst being unloaded without receiving confirmation from ESL customer service line (Driverline). Such Goods are for the account of the third party and this should be clearly marked on the POD.

7.6.5. Subcontractor is responsible for the cost of returning any goods damaged whilst in their care to an ESL Site or other site as agreed unless agreed otherwise.

7.6.6 The Subcontractor shall notify ESL via the TWS System immediately after the delivery has taken place to advise the arrival time and departure time. Any issues with the delivery shall be reported through Driverline. Any failure to notify in accordance with the above shall lead to a reduction in the job rate.

7.7. Delivery documentation

7.7.1. For all ESL third party deliveries, the relevant documentation (POD) will be handed to the Subcontractor's driver by ESLs customer.

7.7.2. When the Subcontractor delivers Goods to the third party, he will hand over the POD docket to the nominated third party representative who will check and sign for the delivery. The Subcontractor shall ensure that such representative prints his full name legibly on the POD docket and or Goods Received Note. In the event that the third party representative cannot be identified by ESL the POD/GRN will not be considered valid.

7.7.3. If the ESL TWS System is not in use upon completion of the delivery, unless it has been agreed otherwise, the Subcontractor's driver will telephone ESL's Driverline to confirm the following information:

a) Time of arrival

- b)** Time of completion of the delivery;
- c)** Details of clean or claused delivery;
- d)** Confirmation of pallet documentation, if relevant.

7.7.4. All the above information is required in order for the POD to be valid.

All POD and any other relevant delivery or collection documentation must be signed by the third party or his agent and by the driver. Once the Subcontractor has completed his deliveries, they will be required to return the POD to the relevant ESL address or email a scanned copy to pods@eddiestobart.com no later than 3 days after delivery of Goods. The Subcontractor will photocopy all documentation relating to the delivery (including POD, delivery notes, ESL delivery acknowledgement forms, goods received notes, pallet documentation,) and retain the copies for six years. The Subcontractor will promptly provide any copies to ESL upon request. The Subcontractor will keep all original documentation until invoices are settled.

7.7.5 On being informed that there is a discrepancy, the Subcontractor should ask to physically check the delivery total and the discrepancy. If the discrepancy is confirmed the Subcontractor should telephone the ESL Driverline immediately and await instructions.

7.7.6 Except in the case of Drop and Drive Customers the Subcontractor shall ensure that any discrepancies on delivery are noted on the paperwork, signed by the third party, signed by the driver and correctly filled in for claims (damages, short delivered, returns or over's). Details of the discrepancy are to be notified to ESL Driverline.

7.7.7 In the case of Drop and Drive Customers Receipt sheets/GRN are to be obtained from Drop and Drive Customers and attached to the ESL paperwork. The Subcontractor will collect all paperwork (including POD) which ESL requests them to collect or which the Drop and Drive Customer requires to be passed to ESL.

7.7.8 Where Subcontractors have failed to return any POD's and ESL have to make a request to the delivery point to obtain a copy, any recharges incurred in terms of fines or penalties will be passed onto the Subcontractor and debited from Subcontractor payments.

7.8 Returns

7.8.1. The Subcontractor may only accept returns/uplifts from third parties with the express prior permission of the ESL Driverline.

7.8.2. Where a Subcontractor is asked by ESL to collect returns/uplifts from a third party, the driver must obtain confirmation from ESL Driverline and have the relevant paperwork signed or ready for collection.

7.8.3. On receiving the returned Goods from the third party the Subcontractor is responsible for ensuring that the returns comply with the description given on the POD. Any discrepancy between the amount/reason shown on the request note must be noted.

7.8.4. Where a third party asks a Subcontractor to accept returned Goods whether as a result of the Goods being damaged on arrival, short delivered, over delivered or wrong product the Subcontractor will contact the ESL Driverline with the following information:-

- a)** quantity, and type of product the customer wishes to return;
- b)** the reason for the return.

7.8.5. Once authority to return the Goods has been given by ESL, the Subcontractor will ensure that he has obtained a job number and a copy of the POD shall be retained with the returns at all times.

7.8.6. The returned stock must be identifiable i.e. it must have a label or copy delivery note, POD attached displaying the following:

- (a)** the relevant Delivery Note number;
- (b)** the third party's name and address;
- (c)** the date of the journey;
- (d)** the reason for the return;

7.8.8. Any Goods that are over delivered which the third party wishes to keep must be marked on paperwork as "Goods kept by authority of (third party signature)". The signature must also be accompanied by the legible printed name.

7.8.9. All returns must be returned back to ESL within a maximum of 5 days from the date of receipt.

7.8.10 Failure to comply with the above requirements will result in non-payment for returns.

8. Invoices

ESL will not accept prior period charges that fall outside of the weekly invoicing process.

8.1. If a claim is made by a non-Drop and Drive Customer and the Subcontractor has failed to provide a POD ESL has the right to credit its customer and pass on to the Subcontractor the charge up to a maximum of the retail price of the Goods.

8.2. If no documentation or inadequate documentation has been received by ESL, ESL may request further information prior to authorising invoices for payment however it is under no obligation to do so and the invoice will remain incorrectly raised until it is provided. Notwithstanding the foregoing ESL reserves the right (in its sole discretion) to pay a Subcontractor's invoice without checking paperwork or documentation. In the event that it does so once it shall not create any precedent in or custom or practice in relation to subsequent invoices.

8.3. If at any time after an invoice has been paid:-

- a)** ESL becomes aware that the invoice was incorrect or inaccurate; or
- b)** the Subcontractor is unable to produce any of the paperwork or documentation which it is required to provide pursuant to the Subcontractor Handbook but which was not provided prior to payment;

Then ESL reserves the right to deduct or recover any overpayment arising as a result of an inaccuracy or error and the amount in respect of any work for which paperwork is not provided from any future payments due in respect of other work carried out by the subcontractor.

8.4. The Subcontractor will keep ESL informed of any change in its VAT registration number or status.

8.5. ESL will settle all correctly raised invoices within 60 days from the end of the month in which a valid invoice is received.

8.6 Eddie Stobart Subcontractors Invoicing Procedure

ESL require all subcontractors to adhere to the following procedure in order to ensure prompt and correct processing and payment of their invoices.

PODS

All PODS must be returned upon the completion of the work to the following address:

POD/Admin Department
Eddie Stobart LTD
Stretton Green Distribution Park
Langford Way
Appleton
Warrington
Cheshire
WA4 4TQ

Any outstanding PODS will result in delays in payment. Any invoices received which include any jobs with no paperwork will be held for payment until the POD or a suitable letter of indemnity is provided. **PODS MUST NOT BE SENT WITH THE INVOICES.**

Confirmation Sheets:

Each week (Sunday to Saturday) a confirmation sheet will be produced for each "tractor" together with a unique order number. The confirmations and orders will be emailed out every Thursday for the previous week. We endeavour to get this to you as quickly as possible but kindly ask for your patience while this is produced.

Discrepancies:

The Subcontractor must check the confirmation sheet as soon as possible and agree it. If there are any discrepancies then an email giving full details of these issues (i.e. affected job numbers, dates) must be sent to kayleigh.backhouse@eddiestobart.com within two weeks.

The discrepancies will be investigated, and, if necessary, any changes will be made. Under no circumstances should an invoice be raised and sent in before the final confirmation is agreed. If an invoice is received before this has been agreed it will be returned to the Subcontractor which could delay payment.

Invoicing

All invoices are to be sent to the following address:

Purchase Ledger
Eddie Stobart LTD
Stretton Green Distribution Park
Langford Way
Appleton
Warrington
Cheshire
WA4 4TQ

The subcontractor must raise **ONLY** one invoice for EACH order number. In the case where a subcontractor has several "tractors" then one weekly consolidated invoice can be raised for all of the orders. The invoice **MUST** quote the week ending date and the full order number as shown on the following example. No other details need to be shown on the invoice.

Any invoice that fails to quote the order number (SUBPO) will be returned to the subcontractor. This could delay the payment of your invoice. Any invoices received that do not match the order exactly will be returned to the subcontractor which will delay processing, and could delay payment. We will **NOT** accept any invoices for part orders, therefore any invoice submitted must be for the entire value of the issued order number.

Example Transport Ltd

Example House, Example Lane, Example Town EX12 3AM

Tel: 01234 567890 Fax: 01234 567891 Email: example@exampletransport.com

Purchase Ledger
Eddie Stobart Ltd
Stretton Green Distribution Park
Langford Way
Appleton
Warrington
Cheshire
WA4 4TQ

Description

Invoice Number:	1234
Account Number:	STOBEX123
Invoice Date:	10/01/2001

SUBPO12345

Work carried out week ending 01/01/2001
Tractor EXAMPLE1

SUBPO12346

Work carried out week ending 01/01/2001
Tractor EXAMPLE2

£1500

Total Net Amount	£2500
Total VAT Amount	£500
Invoice Total	£3000

VAT No. 123 4567 89

9. Confidentiality

9.1 Except to the extent set out in this clause 9 or where disclosure is expressly permitted elsewhere in this agreement, each party shall:

- (a) Treat the other party's Confidential Information as confidential; and
- (b) Not disclose the other party's confidential information to any other person without the owner's prior written consent.

9.2. Clause 9.1 shall not apply to the extent that:

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(a) Such information was in the possession of the party making the disclosure, without obligation of confidentiality, prior to its disclosure; or

(b) Such information was obtained from a third party without obligation of confidentiality; or

(c) Such information was already in the public domain at the time of disclosure otherwise than through a breach of this agreement; or

(d) Such information was independently developed without access to the other party's confidential information.

9.3 The Supplier may only disclose the ESL customer's confidential information to the Subcontractors personnel who are directly involved in the provision of the services and who need to know the information. The Subcontractor shall ensure that such Subcontractors personnel are aware of, and comply with, these confidentiality obligations.

9.4 The Subcontractor shall not, and shall procure that the Subcontractors personnel do not, use any of the customer's confidential Information received otherwise than for the purposes of this agreement.

10. Anti-Bribery

10.1 The Subcontractor and any persons associated with it or other persons who are performing services or providing goods in connection with this Agreement shall:

(a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (**Relevant Requirements**), **including but not limited to the Bribery Act 2010**;

(b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

(c) Comply with ESL's Anti-bribery Policies and Supplier Chain Charter , as ESL may update from time to time and which will be supplied to the Subcontractor upon request (**Relevant Policies**).

(d) not do, or omit to do, any act that will cause or lead ESL to be in breach of any of the Relevant Requirements or Relevant Policies;

(e) promptly report to ESL any request or demand for any undue financial or other advantage of any kind received by the Subcontractor in connection with the performance of this agreement;

(f) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and paragraph (B) of this section 10, and will enforce them where appropriate;

(g) if requested, provide ESL with any reasonable assistance, at ESL's reasonable cost, to enable ESL to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements or Relevant Policies;

(h) Upon request certify to ESL in writing signed by an officer of the Subcontractor compliance with this section 10 by the Subcontractor and all persons associated with it or other persons who are performing services or supplying goods in connection with this agreement. The Subcontractor shall provide such supporting evidence of compliance as ESL may reasonably request.

10.2. The Subcontractor shall indemnify ESL against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, ESL as a result of any breach of this section 10 by the Subcontractor or any breach of provisions equivalent to this section 10 in any Subcontract by any Subcontractor.

10.3. The Subcontractor shall keep at its normal place of business detailed, accurate and up to date records and books of account showing all payments made by the Subcontractor in connection with this agreement and the steps taken by the Subcontractor to comply with the Relevant Requirements, the Relevant Policies and paragraph (a) of this section 10, in each case during the previous six years. The Subcontractor shall ensure that such records and books of accounts are sufficient to enable ESL to verify the Subcontractor's compliance with its obligations under this section 10.

10.4. The Subcontractor shall permit ESL and its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this section 10, to access and take copies of the Subcontractor's records and any other information held at the Subcontractor's premises and to meet with the Subcontractor's personnel to audit the Subcontractor's compliance with its obligations under this section 10. Such audit rights shall continue for three years after termination of this Agreement. The Subcontractor shall give all necessary assistance to the conduct of such audits during the term of this Agreement and for a period of three years after termination of this Agreement.

10.5. The Subcontractor warrants and represents that:

(a) Neither the Subcontractor nor any of its officers, employees or other persons associated with it:

- i)** has been convicted of any offence involving bribery or corruption, fraud or dishonesty;
- ii)** to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Requirements; or

(b) none of the officers or employees of the Subcontractor or any person associated with it or any other person who is performing services or providing goods in connection with this Agreement is a foreign public official; and

(c) No foreign public official owns a direct or indirect interest in the Subcontractor or any person associated with it or any other person for whom the Subcontractor is responsible under paragraph 5(b) of this section 10 and no public official has any legal or beneficial interest in any payments made by ESL under this Agreement.

10.6. The Subcontractor shall promptly notify ESL if, at any time during the term of this agreement, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in paragraph 5 of this section 10 at the relevant time.

10.7. If ESL terminates this agreement for breach of this section 10, the Subcontractor shall not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third parties entered into before termination.

10.8. No Subcontract shall be entered into without the prior written approval of ESL.

10.9. For the purpose of this section 10:

(a) the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance

issued under section 9 of that Act), sections 6(5) and 6(6) of that Act, and section 8 of that Act respectively and, for the purpose of this section 10, a person associated with the Subcontractor includes but is not limited to any Subcontractor;

(b) 'Subcontract' means:

(i) any subcontract; and

(ii) Any agreement or commitment to enter into a subcontract, relating to the goods or services to be supplied under this Agreement (in their entirety or any part of them), whether formal or informal and whether or not in writing.

(c) 'Subcontractor' means any party to the relevant Subcontract which has agreed to supply any goods or services to the Subcontractor.

11. Compliance with Laws and Policies

11.1 In performing its obligations under the agreement, the Subcontractor shall and shall ensure that it and each of its subcontractors shall comply with ESLs Supplier Charter, all applicable laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015, Data Protection Act 2018 and the Criminal Finances Act 2017.

12. General

12.1 If any condition or part of this Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from this Agreement and will be ineffective without, as far as is possible, modifying any other provision or part of this Agreement and this will not affect any other provisions of this Agreement which will remain in full force and effect.

12.2 No failure or delay by a Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

12.3 The Subcontractor may not further subcontract any work awarded under this agreement without the prior written permission of ESL.

12.4 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This Clause does not affect any right or remedy of any person that exists or is available otherwise than pursuant to that Act.

12.5 This Agreement contains all the terms which ESL and the Subcontractor have agreed in relation to the services and supersedes any prior written or oral agreements, representations or understandings between the Parties.

13. Governing Law and Jurisdiction

13.1 This Agreement shall be construed in accordance with English law. The English courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

**Schedule 1
Supplier Approval Form**

Company Name		Contact Name	
Telephone Number		Fax Number	
Email address			
Address	Registered Address (if different)		

Bank Name		Bank Address	
Sort Code			
Account Number			
Account Name			

*** Please attach copy of company letter head with completed form**

Company Registration Number		VAT Number		Licensing Authority	
Operators Licence Number		Category			

Insurance Details	Employers liability	Public/product liability	Goods in Transit	Motor Fleet
Name and address of insurance broker				
Policy number				
Expiry date				
Type of cover / limits				

Dept.	Name	Position	Telephone Number
Traffic			
Administration			
Accounts			
Out of hours contact			
Fax Number			

By signing and returning this form I declare that I, on behalf of the company named above, have received, read and agree to comply with ESL Terms and Conditions for Approved Subcontractors. I understand that these conditions apply to all Subcontracting carried out by us for ESL. I understand that failure to sign or comply with these terms and conditions may result in permanent removal from ESL approved Subcontractors list

Signed	Name
Position	Date

Once completed this form should be submitted to ESL Sub-Contract management with copies of Operator Licence, insurance certificates and a copy of your company letterhead

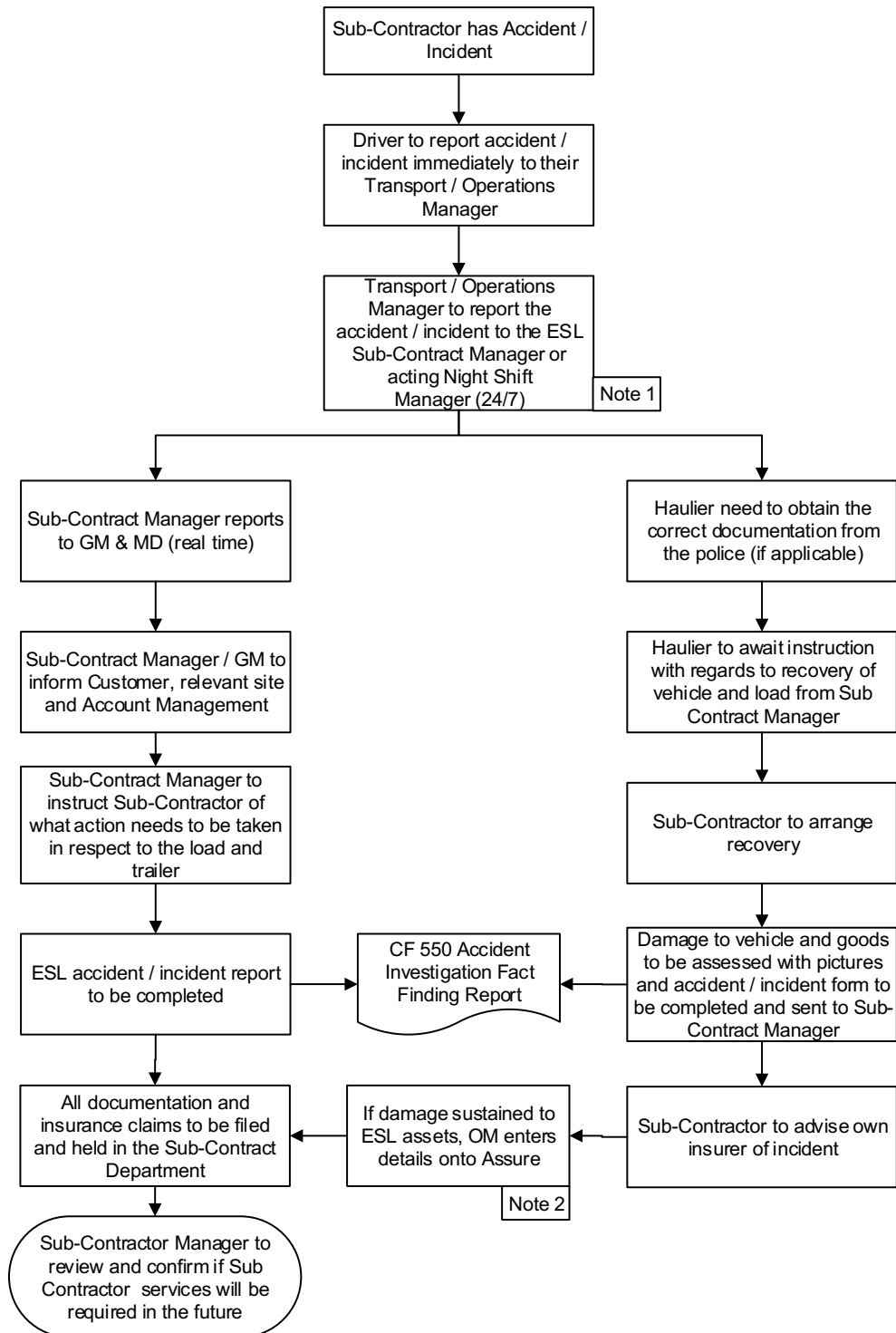
Schedule 2

Sub-contracting Accident / Incident Reporting- Non Injury

Purpose: To ensure all Sub-Contracting Accidents / Incidents (non-injury) are reported and processed correctly.

Scope: This procedure covers all Subcontractors control by the Sub-Contract Manager

Responsibility: The Sub-Contract Manager within ESL is responsible for ensuring compliance to this process.



Abbreviations:

GM – General Manager
MD – Managing Director

Risk Rating:

Procedures may be reviewed at an earlier date as an outcome of audit, incident/investigation, and change to standards, legislation or working practices.

Notes:

Regardless of incident and regardless of whether or not any damage is sustained to ESL, or Third Party Assets or Property, ALL incidents MUST be reported as detailed within this procedure. Failure to comply with this requirement may affect potential future work.

ONLY incidents where damage is sustained to ESL assets are to be entered onto Assure

If Personal Injury occurs refer to COP 137 Accidents, Incident or Near Miss Reporting. (Copy can be obtained upon request from the Sub-Contract Manager)

Relevant Links:

COP 137 [Accidents, Incident or Near Miss Reporting](#)

CF 550 - [Accident Investigation Fact Finding Report](#)

Record Retention:

Record	Designated Responsibility	Record Format	Retention Period
CF 550 Accident Investigation Fact Finding Report	Sub-Contact Manager	Hard/Electronic Copy	4 Years
Correspondence in relation to Accident / Incident / Near Miss Reporting	Sub-Contact Manager	Hard/Electronic Copy	4 Years

Schedule 3

TWS (Transport Web System)

Approved Subcontractors will be given access to the ESL TWS system for which they will require a unique user name and password.

This web based system will enable all approved Sub Contractors to:

- Auto-allocate available work, agreeing with the rate
- Visibly see job details including ESL job number, load reference, collection/delivery locations and collection/delivery times
- Confirm collection ETA (estimated time of arrival)
- Add Subcontractor details including vehicle registration, trailer number and driver name
- Confirm delivery times
- Confirm pallet quantity and PCV number if applicable
- Confirm commodity quantity

Schedule 4

Supply Chain Charter

Supply Chain Charter

Eddie Stobart believes that procuring goods and services in a responsible manner delivers better value to our customers, improves resilience and reduces risk. All of our suppliers are expected to comply with this Charter and to support us in delivering social and economic benefits in our supply chain, helping deliver long-term sustainable value to our customers, key stakeholders and the wider community.

Eddie Stobart vision and values

We aim to work with suppliers who do business in a sustainable manner and who share our core values.

Statutory compliance

Suppliers are expected to ensure they observe and comply with all relevant rules, regulations, laws and industry good practice including all relevant environmental, health and safety, anti-fraud, bribery and corruption and tax evasion laws.

Health and safety

Suppliers working with us must comply with relevant health and safety standards. Where appropriate we will audit compliance with agreed standards and look to drive improvements. We expect all suppliers to provide safe workplaces and to have in place effective health and safety management systems, appropriate for the nature and scale of their business and the goods or services they provide. We expect suppliers to be committed to ensuring compliance with health and safety law generally, as well as standards and codes specific to their area of business.

Supplier's employees

Suppliers are expected to engage employees who have suitable qualifications and experience and to provide appropriate training and supervision so those employees can competently provide services to the ESL group. Suppliers must ensure employees are:

- Aware of any ESL's specified contractual requirements including all site-specific rules, regulations and safety plans and are provided with appropriate personal protective equipment where required;
- Eligible to work in the UK (or any other country in which services are provided) and that all relevant permits, licenses and right-to-work checks have been completed (including security clearances checked where relevant); and
- Aware that reckless behavior including the consumption of alcohol and narcotics or will not be tolerated.

Modern slavery

ESL is committed to preventing modern slavery and human trafficking from occurring within any part of our business and supply chain. We expect all our suppliers to share this commitment, to respect their people and offer a safe workplace that is free from harm, intimidation harassment or fear. Our Modern Slavery Act Statement is available at www.eddiestobart.com.

We expect all suppliers to share information with us, on request, about the steps they are taking to ensure there is no slavery or human trafficking within their business or supply chain.

Schedule 5

Subcontractor Contract Agreement

Subcontractor:	
Name:	
Address:	

Date of Agreement::	
Commencement Date:	
Additional Insurance Requirements:	

The Subcontractor has agreed to provide services on the Terms and Conditions of this Agreement to ESL.

This Contract replaces any other Contract which may be in existence between:

----- and ESL

IN WITNESS of which parties have signed this Agreement on the date set out above.

For and on behalf of: Eddie Stobart Ltd	For and on behalf of: SUB CONTRACT SUBCONTRACTOR
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:
As Witnessed by:	As Witnessed by:
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date: