

Terms and conditions

Terms and Conditions of Service for Penguin Refrigerated Limited

1. Introduction

Welcome to Penguin Refrigerated Limited. These Terms and Conditions ("Terms") govern the use of our transport services provided by Penguin Refrigerated Limited ("Company," "we," or "us"). By accessing or using our services, you agree to comply with these Terms. Please read them carefully before using our services.

2. Service Description

Penguin Refrigerated Limited offers transport and logistics services to individuals and businesses. Our services include temperature-controlled transportation of goods, logistics planning, tracking, and related activities. We strive to provide safe, reliable, and efficient transportation solutions to our customers.

3. Agreement

By booking or utilising our services, you are entering into a contractual agreement with Penguin Refrigerated Limited. This agreement encompasses the terms outlined herein, as well as any supplementary terms mutually accepted between you and the Company. It delineates the parameters for utilising our services and establishes the respective rights and responsibilities of both parties involved. Additionally, you agree to abide by these terms for all future bookings indefinitely, unless otherwise specified.

4. Bookings and Payment

4.1 Booking Requests: To request our services, you must provide accurate and complete information regarding the transportation requirements, including the origin, destination, type of goods, and any specific instructions.

4.2 Confirmation: We will confirm the booking request based on the availability of our resources. The confirmation may be provided via email, SMS, or through our online platform.

4.3 Payment: Payment for our services is due within a maximum of 30 days from the date of the invoice. Invoices shall be paid in full as per the specified payment terms. As a new account holder we may request payment in full prior until credit checks have been completed.

4.4 Late Payment: Failure to pay the invoice within the specified timeframe will result in Penguin Refrigerated Limited taking lawful action to recover the outstanding payment, including but not limited to the pursuit of legal remedies and the involvement of debt collection agencies.

4.5 Non-Delivered Goods: In the event that goods are not delivered due to

circumstances beyond our control or your failure to provide accurate and complete information, you shall still be liable for the agreed charges for the transportation and any other applicable services provided by Penguin Refrigerated Limited.

5. Responsibilities of the Customer

5.1 Accurate Information: You are responsible for providing accurate and complete information regarding the transportation requirements, including the origin, destination, and nature of goods.

5.2 Packaging and Labelling: It is your responsibility to properly package and label the goods to ensure safe transportation.

5.3 Compliance with Regulations: You must comply with all applicable laws, regulations, and permits related to the transportation of goods.

5.4 Temperature Controlled Goods: For temperature-controlled goods, we will make reasonable efforts to maintain the specified temperature during transportation. However, we shall not be responsible for any temperature changes that occur due to circumstances beyond our control, such as weather conditions or delays in transit.

6. Insurance

6.1 Goods in Transit (GIT) Insurance: Penguin Refrigerated Limited covers all goods in transit with insurance as standard, providing coverage for goods up to £5,000.

6.2 Public Liability Insurance: Penguin Refrigerated Limited maintains Public Liability insurance coverage of up to £2 million.

6.3 Vehicle Insurance: All vans used by Penguin Refrigerated Limited are insured, offering comprehensive coverage during the transportation of goods.

6.4 Goods Exceeding £5,000: It is imperative that customers inform Penguin Refrigerated Limited if the value of their goods exceeds £5,000. Additional insurance arrangements or considerations may be necessary for goods surpassing this value.

6.5 Limitations: While our insurance policies cover standard liabilities, there may be limitations or exclusions outlined in the insurance policy documents. Customers are advised to review the insurance terms and notify Penguin Refrigerated Limited promptly for any discrepancies or specific insurance requirements related to their shipments.

6.6 Limitation of liability: please refer to the Road Haulage Association Limited Conditions of carriage (on our website).

7. Subcontractors

7.1 ****Engagement of Subcontractors:** ****** Penguin Refrigerated Limited reserves the right to engage subcontractors or third-party service providers ("Subcontractors") to facilitate and enhance the provision of services outlined in these Terms and

Conditions. Subcontractors may be utilised for various aspects, including transportation or other logistics-related activities.

7.2 ****Responsibilities: **** While engaging Subcontractors, Penguin Refrigerated Limited shall maintain responsibility for the fulfilment of services as per the terms agreed upon with the customer. Penguin Refrigerated Limited shall ensure that Subcontractors adhere to the standards and obligations outlined in these Terms and Conditions.

7.3 ****Liability: **** Any liability arising from the actions or omissions of Subcontractors in the provision of services shall be borne by Penguin Refrigerated Limited. However, Penguin Refrigerated Limited shall not be held liable for any breach or default by Subcontractors if such breach or default is beyond the reasonable control of Penguin Refrigerated Limited.

7.4 ****Customer Interaction with Subcontractors: **** In cases where direct interaction occurs between the customer and Subcontractors engaged by Penguin Refrigerated Limited, the customer shall adhere to any additional guidelines or instructions provided by Penguin Refrigerated Limited for seamless service delivery.

7.5 ****Indemnification: **** The customer agrees to indemnify and hold Penguin Refrigerated Limited harmless against any claims, damages, losses, or liabilities arising from the customer's interactions or engagements with Subcontractors during the provision of services.

8. Waiting Time & Temperature monitoring

8.1 **Waiting Time Charges:** If the driver is delayed at pick up and/or delivery, waiting time charges will apply.

8.2 **Charges:** Waiting time charges are as follows:

- For single-drop services, the initial half-hour waiting time is free of charge at both pickup and delivery ends. Any waiting time exceeding the initial grace period will be charged at a rate applicable to the vehicle type requested.

- For multi-drop services, waiting time charges will apply for each delivery. The waiting time charges will accumulate and be charged separately for each stop. The charge will be dependent on the vehicle requested; per hour for each stop, starting from the scheduled arrival time at each stop.

8.3 **Addition of Waiting Time Charges:** Waiting time charges will be added to the invoice after booking confirmation and shall be payable within the stated timeframe.

8.4 **Waiting time charges are as follows: after 30 min free grace period:**

- Van £35 per hour

- 7.5tonne £50 per hour
- 18 tonne £60 per hour
- HGV £75 per hour

8.6 Temperature Monitoring

Temperature Tracking: We utilise temperature monitoring systems across our fleet to ensure that your goods remain within the specified temperature range throughout transit. Our vehicles are equipped with temperature sensors and tracking devices to provide real-time monitoring of temperature conditions.

8.7 Temp Ticket Request: A temperature ticket, detailing the temperature conditions during transit, can be provided upon request before the collection of your goods.

Please notify us in advance if you require a temperature ticket for your records.

8.8 Overnight Storage: In instances where goods are stored overnight during transit, please be aware that a temperature ticket may not always be feasible, depending on the vehicle in which the goods are stored. While most of our vehicles record temperature data even during overnight standby, older units may not have this capability. We strive to use vehicles with temperature monitoring capabilities whenever possible to ensure accurate tracking of temperature conditions.

By utilising our services, you agree to these temperature monitoring policies outlined in section of our terms and conditions. For any further inquiries or specific temperature monitoring requirements, please contact our customer service team.

8.9 Loading Temperature of Goods: If the temperature of the goods prior to loading is not within the required/valid temperature range the driver can refuse to load. The driver will require signed confirmation from a senior customer representative to proceed loading goods that are not in the required/valid temperature range and approval from a Head of Operations at Penguin Refrigerated Limited.

9. GDPR Compliance

9.1 Data Protection: Penguin Refrigerated Limited is committed to protecting the privacy and personal data of its customers. We process personal data in accordance with applicable data protection laws, including the General Data Protection Regulation (GDPR).

9.2 Data Collection and Use: We collect, and process personal data provided by you solely for the purpose of providing our services and fulfilling our contractual obligations. This may include information such as name, contact details, and other relevant data.

9.3 Lawful Basis: Our lawful basis for processing personal data is the necessity for the performance of a contract between you and Penguin Refrigerated Limited, as well as our legitimate interest in providing and improving our services.

9.4 Data Security: We implement appropriate technical and organisational measures

to protect personal data against unauthorized access, loss, or alteration. However, please note that no method of transmission over the internet or electronic storage is 100% secure.

10. Failed Delivery and Excess Mileage

10.1 Failed Delivery: In the event of a failed delivery due to circumstances beyond our control or your failure to provide accurate and complete information, you shall be responsible for compensating Penguin Refrigerated Limited for the excess mileage required to complete the delivery or arrange a re-delivery.

10.2 Excess Mileage Charges: Excess mileage charges will be calculated at a according rate per mile of whatever vehicle is on the job. reflecting the additional distance required to complete the delivery or re-deliver the goods.

10.3 Compensation Calculation: The excess mileage compensation will be based on the reasonable and direct route necessary to complete the delivery or re-deliver the goods, as determined by Penguin Refrigerated Limited.

10.4 Addition of Excess Mileage Charges: Excess mileage charges will be added to the invoice after the failed delivery and shall be payable within the stated timeframe.

11. Termination and Cancellation Fees

Termination by the Customer:

11.1 Termination by the Customer: You may terminate the agreement by providing a written notice to Penguin Refrigerated Limited. Any outstanding payments shall be settled as per the agreed terms.

11.2 Termination by the Company: We reserve the right to terminate the agreement and suspend our services in case of non-compliance with these Terms or any unlawful or inappropriate conduct.

11.3 Cancellation Fees: In the event of a cancellation, the following fees may apply:

- If driver has arrived on site a charge of 100% of the booking fee will be issued.
- If a driver has been dispatched, a cancellation fee of 50% of the booking fee will be charged.
- If a driver has not been dispatched, there will be a cancellation fee based on notification:

- 24 hours' notice - 20% of booking fee
- 48 hours' notice - 10% of booking fee
- Greater than 48 hours' notice no fee

11.4 Addition of Cancellation Charges: Cancellation charges will be added to the invoice after booking confirmation and shall be payable within the stated timeframe.

12. Booking Confirmation and Agreement

12.1 Booking Confirmation: By placing a booking with Penguin Refrigerated Limited, whether verbally agreed over text/WhatsApp/email or on the phone, as soon as the order confirmation is sent to you, you enter into an agreement with these Terms and Conditions.

12.2 Agreement Obligation: Unless you make a clear and timely obligation to cancel the booking or indicate that you do not wish to continue with the services, the agreement with these Terms and Conditions remains in effect (please see 11.3)

12.3 Cancellation Obligation: To cancel a booking or indicate that you do not wish to continue with the services, you must provide a clear and explicit notice to Penguin Refrigerated Limited in writing or through a specified communication method as agreed upon.

12.4 Communication Methods: Communication regarding cancellation or non-continuation of services should be sent to the contact details provided by Penguin Refrigerated Limited, including email or any other agreed-upon communication channel.

12.5 Effect of Agreement: By entering into this agreement, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions.

13. Governing Law and Jurisdiction

Unless otherwise agreed in writing, the Contract and any dispute arising under it or in connection with it shall be governed by English law and each party irrevocably agrees that such dispute shall be subject to the exclusive jurisdiction of the English courts.

14. Force Majeure

14.1 Force Majeure Event: Penguin Refrigerated Limited shall not be liable for any failure or delay in the performance of its obligations under these Terms and Conditions if such failure or delay is due to a force majeure event. Force majeure events include, but are not limited to, acts of God, natural disasters, war, terrorism, strikes, labour disputes, government regulations, or any other event beyond the reasonable control of Penguin Refrigerated Limited.

14.2 Notice: In the event of a force majeure event, Penguin Refrigerated Limited will make reasonable efforts to notify you promptly and provide updates on the expected impact on the services. However, Penguin Refrigerated Limited shall not be responsible for any loss or damage resulting from a force majeure event.

15. Amendments and Modifications

15.1 Amendment Process: Penguin Refrigerated Limited reserves the right to modify, amend, or update these Terms and Conditions at any time without prior notice. Any changes to the Terms and Conditions will be effective immediately upon

posting on our website or other designated communication channels.

15.2 Acceptance of Modifications: By continuing to use our services after any modifications to the Terms and Conditions, you acknowledge and agree to be bound by the revised terms. It is your responsibility to review the Terms and Conditions periodically for any updates or changes.

16. Entire Agreement

16.1 Entire Agreement: These Terms and Conditions constitute the entire agreement between you and Penguin Refrigerated Limited with respect to the subject matter hereof and supersede all prior agreements, understandings, or representations, whether oral or written.

16.2 Severability: If any provision of these Terms and Conditions is determined to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

17. Waiver

17.1 Waiver: The failure of Penguin Refrigerated Limited to enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision, unless acknowledged and agreed to in writing by Penguin Refrigerated Limited.

Please note that these additional clauses are suggestions and should be reviewed by legal counsel to ensure they align with your specific business requirements and comply with applicable laws and regulations.

If you have any further questions or need additional assistance, please feel free to ask.

18. Late Payment and Interest

18.1 Interest on Overdue Invoices: Invoices unpaid for more than 30 days beyond the due date will incur interest at the standard UK statutory rate, as outlined in the Late Payment of Commercial Debts (Interest) Act 1998. Interest will accrue daily until the invoice is paid in full.

18.2 Debt Recovery Costs: If the invoice remains unpaid, Penguin Refrigerated Limited reserves the right to seek reimbursement for any costs incurred in recovering the outstanding payment, including legal fees and collection agency fees, where applicable.