

**503 Broadway
Letchworth
Hertfordshire
SG6 3PT**

Tel: 01462 659876

Email: planning@stratalogistics.com

Web: www.stratalogistics.com



Dear Sirs

Many thanks for your enquiry regarding subcontract haulage work for Strata Logistics Ltd. I have attached below a copy of our terms of business which includes a rate card for our primary contract with Tarmac Building Products. Please note that all bookings made are on a job rate basis and daily rates are specifically excluded.

Once you have read and are happy with the terms please sign electronically as per the Adobesign link. Please also supply copies of the following documents:

- Operator Licence
- Certificate of Incorporation
- Vat certificate
- Letterhead with bank details or copy bank statement
- Public and Employers Liability Certificate
- Goods in Transit Insurance Certificate
- Vehicle insurance certificate

As soon as we have received these we will issue further documentation to assist you with the day to day processes that will enable you to operate efficiently whilst working with us. In the meantime if you have any further questions please don't hesitate to call me on 07500 885622

Regards

Paul White
Director

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CONTRACT FOR THE TRANSPORT OF GOODS – TERMS OF ENGAGEMENT

**Between:
Strata Logistics**

Company Name: Strata Logistics Limited
Incorporated in England under company number: 09043761
Registered Address: 503 Broadway, Letchworth, Hertfordshire, SG6 3PT
Hereinafter "Strata Logistics"

And

The Supplier

Company Name:
Incorporated in England under company number:
Registered Address:
Hereinafter "The Supplier"

Strata Contact: Paul White
Position: Managing Director
Tel: 01462 659876
Email: paul@stratalogistics.com

WHEREAS

This Agreement stipulates the terms and conditions under which The Supplier and Strata Logistics will operate in respect of provision by The Supplier of haulage services (the "Services") to Strata Logistics various operational sites (hereinafter "Sites" or a "Site") as informed to The Supplier by Strata Logistics from time to time. A Supplier is deemed to be any company or individual providing haulage and/or traction services to Strata Logistics either directly or to any one of its clients. Restrictive covenants herein relate only to the client locations to which the supplier has physically carried out services under the instruction of Strata Logistics. Strata Logistics shall at all times have the right of assignment of this contract and all invoices to a third party, including but not limited to, any associated company whether by Director or Shareholder association. Strata Logistics (whether directly or via assignment) shall at all times retain the right of offset against sums due to The Supplier from Strata Logistics or any of its associated companies. The Supplier agrees to Strata Logistics or its associated companies having the right to contra any sums due to them from the Suppliers account. The acceptance and/or execution of any booking shall be deemed acceptance of the terms herein.

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GENERAL OPERATIONAL TERMS

The Supplier agrees to the following general terms :

- All jobs are offered on a same day delivery, one way basis unless otherwise stated at time of booking.
- Strata will not be liable for cancellation charges on jobs cancelled with more than 12 hours notice. No cancellation payments will be due where an alternative job/s has been offered within the 12 hour period leading up to the original booking.
- The Supplier cannot claim waiting time or return to works payments if arriving late nor can they claim for time in advance of a booking time. This includes collection from Tarmac sites.
- Consequential losses are expressly excluded eg payment for cancellation of job 2 where delays existed on job 1. No job will attract both cancellation and waiting time – only one or the other to be advised by Strata at the time.
- Drivers must check the stock being collected prior to signing any dispatch note. Strata will deduct from the Supplier the value of any missing stock howsoever it occurs. Under no circumstances should drivers sign for loads before being loaded.
- All loads must be checked for security prior to leaving collection point – this includes condition of the pallets – customers often refuse to unload damaged pallets.
- Strata Logistics will send a weekly electronic report, detailing all loads delivered, with values upon which your invoice should be based. Ancillary charges will be advised weekly. Unsupported claims for ancillary payments will be dismissed after 20 working days have passed since supporting evidence was requested.
- Where a driver is refused site access due to missing PPE no compensation payments will be due on any part of that job.

1. OPERATION OF THE AGREEMENT

Subject to the terms hereof, Strata Logistics appoints 'The Supplier' as a supplier of the Services to support Site Operations for haulage within the United Kingdom. In no way does Strata Logistics agree to, nor may it commit to, any certain or minimum volume of Services and Strata Logistics may at any time discontinue requests for Services in respect of any Site. Strata Logistics may also wish to add Sites to this Agreement. Any such additions shall be agreed in writing. In absence of a signed agreement for such an event then default rates will apply as detailed in Appendix 1. With respect to the provision of the Services, the agreed rates are set out in the Appendix 1. Additional rates may be added to Appendix 1 by Strata Logistics with the agreement of 'The Supplier'. In circumstances where a Supplier is given exclusivity to a certain site such exclusivity will not apply in circumstances where the supplier is unable to cover all bookings from that location. Strata will only supplement the Suppliers vehicles for the period the supplier is unable to cover full volume provided such inability does not continue for more than 14 days. Any further inability will result in exclusivity being withdrawn.

2. DURATION

Unless terminated earlier, this Agreement shall continue for a minimum term of 1 year with effect from the date of first supply. Should the parties agree to continue on with this Agreement, or should they require more time after the minimum term to discuss new terms, this Agreement shall remain in

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force until either party serves the other with written notice of termination, and such notice must be served at least one month in advance of the desired termination date.

3. RATES

Haulage rates as at the commencement of the Agreement are as set out in Appendix 1 to this Agreement. Haulage rates shall be inclusive of the cost of fuel, labour and insurance. 'The Supplier' warrants that it shall have in place at all times all risk insurance cover which shall include, but shall not be limited to, cover against all reasonable risks associated with the provision of the Services as contemplated by this Agreement including;

Employers Liability - £10m

Public Liability - £2m

Professional Indemnity - £250k

Goods in Transit - £1300 per tonne in accordance with RHA 'conditions of carriage'.

'The Supplier' shall provide Strata Logistics with details of its insurance cover, as Strata Logistics may reasonably request from time to time together with all reasonable evidence that premiums under such cover have been duly paid within 5 business days of such a request.

4. 'THE SUPPLIER' TRANSPORT OBLIGATIONS

'The Supplier' shall provide the Services in accordance with the Service Level Schedule with all due care and skill in accordance with the provisions of this Agreement and at all times operate in a legally compliant manner with respect to operators licence, insurance and any other statutory requirements. Failure to operate within insurance and operators licence will result in immediate termination and suspension of payments whilst any losses and damages are established.

Upon receipt of a request from Strata Logistics for provision of the Services ("Specific Job Request"), where 'The Supplier' is unable to supply the haulage services to Strata Logistics for any reason whatsoever: -

it shall notify Strata Logistics immediately (no later than 30 minutes after initial request) and suggest an alternative solution for provision of such haulage services ("Alternative Solution")

'The Supplier' shall indemnify and keep Strata Logistics indemnified for all injury, loss or damage occurring to any person or property and against all actions, demands, claims, expenses, or charges made against Strata Logistics where such injury, damage or loss is due directly or indirectly (whether through negligence or otherwise) to acts or omissions or 'The Supplier', its employees, contractors, servants sub-contractors or agents or any such loss or damage results from any breach by 'The Supplier' or its 'Partners' of its obligations to Strata Logistics under this Agreement.

By entering into this agreement 'The Supplier' agrees to abide by all appropriate environmental, health and safety and other policies as may be applicable in the course of carrying out its duties and at all times act in a professional manner in effecting delivery of goods to client depots or locations.

5. STRATA LOGISTICS OBLIGATIONS

Strata Logistics agree to: -

(1) use all reasonable endeavours to supply 'The Supplier' with such information as 'The Supplier' may reasonably require to enable 'The Supplier' to fulfil its obligations under this Agreement;

(2) advise, 'The Supplier' as soon as practicable of any changes in Specific Job Request requirements and orders.

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6. PAYMENT TERMS

Invoices and/or self bill invoices are payable on a nett 30 day basis within 3 working days of the end of the month following the month in which the self bill invoice was issued or received.

Should the supplier have already been paid for a queried run then the Supplier agrees to reimburse Strata for any overpayment within 7 days. Strata shall at all times retain the right of offset.

In addition the Supplier shall be expected to operate load tracking activities using their own hardware but with cloud based software provided free of charge by Strata. An early payment scheme is available whereby payment can be made within 7 days of the self bill date subject to an early payment discount of 2% of the gross invoice value. The Supplier may opt in and out of the early payment scheme at any time without notice.

7. TERMINATION

'The Supplier' and its associated companies (whether such association is by shareholder, director or other officer whether current or within a period of 6 months post termination) agree without reservation not to, for a period of 6 months after the termination of this agreement, trade with, approach or contact the 'End Client' or any staff or customer of the 'Client' for any business or employment purpose. In the event that 'The Supplier' trades with the 'End Client' either directly or indirectly then the Supplier agrees to reimburse Strata Logistics with 5% of the resulting turnover for a period of 12 months or £10000.00, whichever value is higher.

Strata Logistics may terminate this Agreement with immediate effect without prejudice to any rights or obligations incurred prior to that date where the Supplier: -

- commits a material breach of this Agreement which is not capable of remedy, or in the case of a breach that can be remedied fails to resolve such breach within 7 days of notification;
- becomes insolvent; or
- enters into compulsory or voluntary liquidation (other than for the purpose of amalgamation or reconstruction), has an administration order or winding up petition issued against it or a receiver or administrative receiver is appointed over some or all of its assets,
- ceases, or threatens to cease, to carry on business; or
- is reasonably suspected to be subject to any of the events mentioned above

In addition, Strata Logistics shall be entitled to terminate this Agreement (or any part thereof)

- on 1 months' notice at any time.
- Immediately if 'The Supplier' be negligent in the provision of the Services.
- Immediately if 'The Supplier' fails or refuses after written instruction to provide the Services reasonably and properly required of it hereunder;
- Immediately if 'The Supplier' conduct itself in any manner which in the reasonable opinion of Strata Logistics, brings or is likely to bring Strata Logistics into disrepute by association
- Immediately if 'The Supplier' fails to maintain adequate insurance and a valid operators licence or operates in breach of the licence held.

Where any of the above events apply, any amounts due to be paid by Strata Logistics to 'The Supplier' will be held in dispute and subject to contra whilst any losses or claims are quantified. In any case this period will not exceed 26 weeks from the date of termination.

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The parties shall take all such steps as shall be necessary to agree a plan for the orderly handover of the Services, such that the Services can be carried on with the minimum of interruption and inconvenience to either party;

- 'The Supplier' will immediately upon demand deliver up to Strata Logistics any goods in its possession.
- 'The Supplier' shall not have any right of possession over the goods nor shall 'The Supplier' be entitled to assert any lien (at common law or otherwise) over the goods

8. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Agreement is not intended to have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Agreement.

9. CONFIDENTIALITY

The parties undertake not at any time for any reason whatsoever to disclose or permit to be disclosed to any third party, or otherwise make use of or permit to be made use (for purposes other than the proper execution of this Agreement) of any trade secrets or confidential information relating to the other's business affairs or finances which comes into its possession pursuant to this Agreement. This obligation shall not apply (1) to information which may properly come into the public domain other than through a breach of this Agreement; (2) a disclosure of such information to employees, agents and advisers of either party or any of its group companies who need to know the information for the purposes of this Agreement; and (3) any disclosure of such information which are required under law or rules of any regulatory body. This clause shall survive termination of the Agreement for a period of three (3) years.

10. TUPE

There is no requirement for Transfer of Undertakings (Protection of Employment) within this agreement.

11. DAMAGES

The Supplier will indemnify Strata Logistics in respect of contract, tort (including negligence) or otherwise for incidental, special, indirect, or consequential loss or damage, any loss of profit (direct or indirect), loss of sales, loss of goodwill or reputation, loss of business, third party claims, pure economic loss arising out of or in connection with the performance or non-performance of its obligations under this Agreement including such damages as may be reasonably foreseeable at the date hereof. The limit that each party will be responsible to the other party shall be no more than £100,000.00

12. PERFORMANCE

If performance of this Agreement or of any obligation by either party is prevented through any cause arising from or due to circumstances beyond its reasonable control, it shall upon giving notice to the other indicating the cause and likely duration of non-performance

- (a) be excused from such performance to such extent and for such period as may be reasonably necessary in the circumstances; and

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(b) have no responsibility for the financial or other consequences of non-performance. The parties shall consult together as soon as practicable after receipt of the aforementioned notice with the object of reaching agreement on any means by which the cause or consequence of non-performance may be overcome or alleviated.

In the event non-performance continues for a period of one (1) calendar month, either party may forthwith terminate this Agreement.

13. POST TERMINATION

The expiration or determination of this Agreement howsoever arising shall not operate to affect such other provisions hereof as are expressed to operate or have effect hereafter and shall be without prejudice to accrued rights or remedies of the parties.

14. NOTICES

Any notice, consent or other communication required to be given by 'The Supplier' to Strata shall be transmitted to: - Strata Logistics Ltd, 503 Broadway, Letchworth SG6 3PT

Tel: 01462 659876

E-Mail: planning@stratalogistics.com

Any notice, consent or other communication required to be given by Strata Logistics to 'The Supplier' under this Agreement shall be conveyed by post or email to the Suppliers registered office or such email address as is considered the normal communication channel relied upon by both parties

Any such notice, consent or other communication shall be deemed to have been served if:

- (a) sent by post, upon the expiration of three days from posting;
- (b) sent by means of direct transmission at the time of sending.

15. RECORD KEEPING

'The Supplier' shall at all times ensure it keeps full and proper records and all the documents relating to the transaction affecting the services for a minimum period of 2 years and in any case as required by law. This should include but not be limited to vehicle tacho records, run sheets and email instructions and variations.

16. WAIVERS

No waiver by either party of any breach of the Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

17. ENFORCEMENT

If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

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18. DISPUTES

Any dispute arising under or in connection with this Agreement or as to the rights and liabilities of the parties hereto, or as to construction or interpretation hereof shall be settled by an amicable effort of both parties senior management. In the event the attempt at settlement has failed, the dispute shall finally and exclusively be referred to arbitration by a single arbitrator appointed by agreement between the parties or (in default) nominated on the application of either party by the Road Haulage Association, in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof.

19. ENTIRE AGREEMENT

This Agreement shall govern the relationship between the parties and constitutes the entire agreement between the parties as to the subject matter hereof and replaces and extinguishes all prior agreements, arrangements and undertakings with respect to the subject matter. No other terms or conditions which either party might purport to incorporate or introduce shall be valid, and no variation or amendment to this Agreement shall be effective and binding unless such variation or amendment is made in writing and signed on behalf of both parties.

20. GOVERNING LAW

This Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

I confirm I am authorised to sign this Agreement for and on behalf of the Supplier.

Signed on behalf of the Supplier:

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TARMAC BUILDING PRODUCTS – APPENDIX 1

SERVICE LEVEL AGREEMENT:

This document is to be read in conjunction with our Standard Terms of Business. Both documents override any terms offered by 'the Supplier'. Where there is a conflict then the terms below take precedence. The agreed service level target is "on time in full" (OTIF) of 98%, allowing for 30-minute tolerance and assuming availability of product. Service credits will be sought if this is not maintained at a level commensurate with any losses incurred by Strata Logistics. This credit will only be applied if the supplier repeatedly falls below reasonable performance levels and fails to remedy. No such credit will be retrospective.

Strata Logistics will send weekly electronic reports, detailing all loads delivered, with self bill invoice attached. Any anomalies must be advised to accounts@stratalogistics.com with supporting documentation within 7 days. In any case no discrepancy (including but not limited to waiting time and cancellations, return to works) will be addressed if not submitted in full within 14 days. No exceptions will be made in this matter.

PROOF OF DELIVERYS (PODS):

POD's should be emailed to accounts@stratalogistics.com every Friday in PDF format, we do not accept poor quality POD copies nor copies taken on a mobile phone. All hard copy PODs have to be returned to us within 5 working days, on receipt of your hard copy POD you will be issued a PO number which needs to be quoted on your invoice. All PODs must have driver and customer names printed and be signed and dated by both driver and customer to ensure payment. Where POD's have multiple pages ALL pages must be signed and returned. Strata cannot be held liable for lost PODs and reserve the right to refuse or withhold payment for any given job for which a POD is missing. No such activity shall be carried out by Strata Logistics in cases where Strata Logistics have secured payment from their customer for such loads. In circumstances where PODs are not signed, the 'Supplier' will be held liable for the manufacturing cost of the load until the load is acknowledged as received by the end customer in writing. Tracking and other data is not acceptable evidence of delivery and cannot be relied upon.

LOAD AND DELIVERY TIMES:

'The Supplier' will ensure drivers are equipped with phones and will provide contact details to Strata Logistics.

Contact details should include;

Drivers Name
Drivers Phone Number
Vehicle Registration
Trailer number

'The Supplier' will ensure any schedule delays are communicated to Strata Logistics within 30 minutes of drivers arriving at the relevant destination. Failure to communicate this will result in loss of waiting time payment, if appropriate. All suppliers will have free access to Stratas' Traffic Management System and contracted hauliers will be expected to use as a matter of course.

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CANCELLATIONS, WAITING TIME AND ANCILLARY CLAIMS:

'The Supplier' shall report all arrival and delivery times, delays and problems as soon as they occur and regardless within 30 minutes of occurrence. No liability can be accepted for failure in this respect. Strata will confirm all work by 5pm the day before collection. No liability for cancellation cost will be accepted for work cancelled with more than 12 hours notice, thereafter the table below applies. In circumstances where waiting time has been paid on a job then cancellation fees do not apply. No liability is accepted for consequential failures caused by either loading or unloading delays.

RATES:

All services supplied to Strata is on a fixed rate basis using the tables below. On the rare occasions where a daily rate is agreed then this is subject to standard Strata Daily Rate Terms which will be supplied separately and are also available via our website. All job rates will be advised at time of booking via email. The rates below are based on 'the Supplier' using own trailers. Certain sites may at times operate on a traction only basis. In such cases there will be a reduction of 4.5% from the job rate. Suppliers will be expected to sign a separate agreement to cover trailer damage and tyres.

In certain cases the rate advised at the time of booking may be higher than shown below. This may well be because it includes an amount to cover product return. If the return does not happen then the rate will adjusted retrospectively. Pallet returns are not chargeable but may be completed when convenient to 'the Supplier' as long as it is completed within 14 days of the Strata request.

All loads will be priced using the agreed Strata Rate Card, a copy of which is provided in this appendix. By completing any work 'The Supplier' will be deemed to have accepted the rate quoted at the time of booking.

Radial Mileage	Broom	Dewsbury	Eaton Hall	Linford	Scorton	Thrislington
1	£ 127.12	£ 114.40	£ 132.34	£ 127.12	£ 104.31	£ 104.31
2	£ 127.12	£ 114.40	£ 132.34	£ 127.12	£ 104.31	£ 104.31
3	£ 127.12	£ 114.40	£ 132.34	£ 127.12	£ 104.31	£ 104.31
4	£ 127.12	£ 114.40	£ 132.34	£ 127.12	£ 104.31	£ 104.31
5	£ 127.12	£ 114.40	£ 132.34	£ 127.12	£ 104.31	£ 104.31
6	£ 127.12	£ 114.40	£ 132.34	£ 127.12	£ 104.31	£ 104.31
7	£ 127.12	£ 114.40	£ 132.34	£ 127.12	£ 104.31	£ 104.31
8	£ 127.12	£ 114.40	£ 132.34	£ 127.12	£ 104.31	£ 104.31
9	£ 127.12	£ 114.40	£ 132.34	£ 127.12	£ 104.31	£ 104.31
10	£ 127.12	£ 114.40	£ 132.34	£ 127.12	£ 104.31	£ 104.31
11	£ 130.09	£ 114.40	£ 133.68	£ 130.09	£ 109.28	£ 109.28
12	£ 133.06	£ 114.40	£ 135.03	£ 133.06	£ 109.28	£ 109.28
13	£ 136.02	£ 114.40	£ 136.37	£ 136.02	£ 109.28	£ 109.28
14	£ 138.99	£ 115.40	£ 137.71	£ 138.99	£ 109.28	£ 109.28
15	£ 141.96	£ 119.17	£ 139.06	£ 141.96	£ 109.28	£ 109.28

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16	£	144.94	£	124.79	£	140.40	£	144.94	£	129.15	£	129.15
17	£	147.90	£	126.67	£	141.74	£	147.90	£	129.15	£	129.15
18	£	150.87	£	129.48	£	143.08	£	150.87	£	129.15	£	129.15
19	£	153.84	£	132.30	£	144.43	£	153.84	£	129.15	£	129.15
20	£	156.81	£	135.83	£	145.77	£	156.81	£	149.02	£	149.02
21	£	159.60	£	135.83	£	151.33	£	159.60	£	149.02	£	149.02
22	£	162.39	£	137.08	£	153.06	£	162.39	£	149.02	£	149.02
23	£	165.19	£	140.31	£	154.78	£	165.19	£	149.02	£	149.02
24	£	167.99	£	143.55	£	156.51	£	167.99	£	149.02	£	149.02
25	£	170.79	£	146.78	£	158.24	£	170.79	£	149.02	£	149.02
26	£	173.58	£	150.02	£	159.96	£	173.58	£	149.02	£	149.02
27	£	176.37	£	153.26	£	161.69	£	176.37	£	149.02	£	149.02
28	£	179.17	£	156.50	£	163.41	£	179.17	£	149.02	£	149.02
29	£	181.96	£	159.74	£	165.14	£	181.96	£	149.02	£	149.02
30	£	184.75	£	162.97	£	166.87	£	184.75	£	163.92	£	163.92
31	£	187.33	£	163.80	£	171.62	£	187.33	£	163.92	£	163.92
32	£	189.90	£	166.93	£	173.49	£	189.90	£	163.92	£	163.92
33	£	192.46	£	170.04	£	175.36	£	192.46	£	163.92	£	163.92
34	£	195.03	£	173.17	£	177.22	£	195.03	£	163.92	£	163.92
35	£	197.60	£	176.29	£	179.09	£	197.60	£	163.92	£	163.92
36	£	200.16	£	179.41	£	180.96	£	200.16	£	183.79	£	183.79
37	£	202.73	£	182.54	£	182.83	£	202.73	£	183.79	£	183.79
38	£	205.31	£	185.66	£	184.70	£	205.31	£	183.79	£	183.79
39	£	207.88	£	188.78	£	186.57	£	207.88	£	183.79	£	183.79
40	£	210.44	£	191.90	£	188.45	£	210.44	£	183.79	£	183.79
41	£	212.84	£	188.21	£	192.69	£	212.84	£	198.69	£	198.69
42	£	215.06	£	191.12	£	194.64	£	215.06	£	198.69	£	198.69
43	£	215.23	£	194.02	£	196.58	£	215.23	£	198.69	£	198.69
44	£	217.62	£	196.93	£	198.53	£	217.62	£	198.69	£	198.69
45	£	220.02	£	199.83	£	200.49	£	220.02	£	198.69	£	198.69
46	£	222.42	£	202.73	£	202.43	£	222.42	£	204.65	£	204.65
47	£	224.80	£	205.64	£	204.38	£	224.80	£	204.65	£	204.65
48	£	227.20	£	208.53	£	206.32	£	227.20	£	204.65	£	204.65
49	£	229.60	£	211.44	£	208.27	£	229.60	£	204.65	£	204.65
50	£	231.99	£	214.34	£	210.22	£	231.99	£	204.65	£	204.65
51	£	234.41	£	207.85	£	213.73	£	234.41	£	204.65	£	204.65
52	£	236.86	£	210.52	£	215.72	£	236.86	£	204.65	£	204.65
53	£	239.33	£	213.20	£	217.70	£	239.33	£	204.65	£	204.65
54	£	241.82	£	215.87	£	219.69	£	241.82	£	204.65	£	204.65
55	£	244.34	£	218.55	£	221.67	£	244.34	£	204.65	£	204.65

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56	£	246.54	£	221.22	£	223.66	£	246.54	£	204.65	£	204.65
57	£	248.76	£	223.89	£	225.65	£	248.76	£	204.65	£	204.65
58	£	251.00	£	226.56	£	227.63	£	251.00	£	204.65	£	204.65
59	£	253.26	£	229.24	£	229.62	£	253.26	£	204.65	£	204.65
60	£	255.54	£	231.92	£	231.60	£	255.54	£	243.40	£	243.40
61	£	257.84	£	222.90	£	231.14	£	257.84	£	243.40	£	243.40
62	£	260.16	£	225.34	£	233.08	£	260.16	£	243.40	£	243.40
63	£	262.50	£	227.79	£	235.01	£	262.50	£	243.40	£	243.40
64	£	264.86	£	230.23	£	236.95	£	264.86	£	243.40	£	243.40
65	£	266.98	£	232.68	£	238.89	£	266.98	£	243.40	£	243.40
66	£	269.12	£	235.12	£	240.83	£	269.12	£	243.40	£	243.40
67	£	271.27	£	237.56	£	242.76	£	271.27	£	243.40	£	243.40
68	£	273.44	£	240.01	£	244.70	£	273.44	£	243.40	£	243.40
69	£	275.63	£	242.46	£	246.64	£	275.63	£	243.40	£	243.40
70	£	277.83	£	244.90	£	248.58	£	277.83	£	243.40	£	243.40
71	£	280.05	£	240.94	£	248.76	£	280.05	£	244.72	£	244.72
72	£	282.30	£	243.28	£	250.67	£	282.30	£	244.72	£	244.72
73	£	284.56	£	245.62	£	252.57	£	284.56	£	244.72	£	244.72
74	£	286.83	£	247.96	£	254.48	£	286.83	£	244.72	£	244.72
75	£	289.13	£	250.30	£	256.39	£	289.13	£	244.72	£	244.72
76	£	291.15	£	252.63	£	258.30	£	291.15	£	244.72	£	244.72
77	£	293.18	£	254.97	£	260.21	£	293.18	£	244.72	£	244.72
78	£	295.24	£	257.31	£	262.11	£	295.24	£	244.72	£	244.72
79	£	297.30	£	259.65	£	264.03	£	297.30	£	244.72	£	244.72
80	£	299.39	£	261.99	£	265.93	£	299.39	£	244.72	£	244.72
81	£	301.49	£	256.19	£	266.48	£	301.49	£	266.00	£	266.00
82	£	303.60	£	258.42	£	268.37	£	303.60	£	266.00	£	266.00
83	£	305.71	£	260.65	£	270.26	£	305.71	£	266.00	£	266.00
84	£	307.86	£	262.87	£	272.14	£	307.86	£	266.00	£	266.00
85	£	310.01	£	265.10	£	274.04	£	310.01	£	266.00	£	266.00
86	£	312.19	£	267.32	£	275.93	£	312.19	£	266.00	£	266.00
87	£	314.37	£	269.54	£	277.81	£	314.37	£	266.00	£	266.00
88	£	316.57	£	271.77	£	279.71	£	316.57	£	266.00	£	266.00
89	£	318.47	£	274.00	£	281.59	£	318.47	£	266.00	£	266.00
90	£	320.38	£	276.22	£	283.48	£	320.38	£	266.00	£	266.00
91	£	322.30	£	268.39	£	282.27	£	322.30	£	287.28	£	287.28
92	£	324.23	£	270.49	£	284.11	£	324.23	£	287.28	£	287.28
93	£	326.18	£	272.59	£	285.96	£	326.18	£	287.28	£	287.28
94	£	328.14	£	274.69	£	287.82	£	328.14	£	287.28	£	287.28
95	£	330.11	£	276.80	£	289.67	£	330.11	£	287.28	£	287.28

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96	£	332.09	£	278.90	£	291.52	£	332.09	£	287.28	£	287.28
97	£	334.08	£	280.99	£	293.37	£	334.08	£	287.28	£	287.28
98	£	336.08	£	283.10	£	295.22	£	336.08	£	287.28	£	287.28
99	£	338.10	£	285.20	£	297.07	£	338.10	£	287.28	£	287.28
100	£	340.13	£	287.29	£	298.92	£	340.13	£	287.28	£	287.28
101	£	342.17	£	306.81	£	301.65	£	342.17	£	312.95	£	312.95
102	£	344.22	£	306.81	£	303.51	£	344.22	£	312.95	£	312.95
103	£	346.29	£	306.81	£	305.37	£	346.29	£	312.95	£	312.95
104	£	348.02	£	306.81	£	307.23	£	348.02	£	312.95	£	312.95
105	£	349.76	£	306.81	£	309.09	£	349.76	£	312.95	£	312.95
106	£	351.51	£	306.81	£	310.95	£	351.51	£	312.95	£	312.95
107	£	353.27	£	306.81	£	312.81	£	353.27	£	312.95	£	312.95
108	£	355.03	£	306.81	£	314.67	£	355.03	£	312.95	£	312.95
109	£	356.80	£	306.81	£	316.53	£	356.80	£	312.95	£	312.95
110	£	358.59	£	306.81	£	318.39	£	358.59	£	312.95	£	312.95
111	£	360.39	£	328.10	£	316.38	£	360.39	£	334.66	£	334.66
112	£	362.19	£	328.10	£	318.20	£	362.19	£	334.66	£	334.66
113	£	363.99	£	328.10	£	320.02	£	363.99	£	334.66	£	334.66
114	£	365.82	£	328.10	£	321.84	£	365.82	£	334.66	£	334.66
115	£	367.65	£	328.10	£	323.67	£	367.65	£	334.66	£	334.66
116	£	369.49	£	328.10	£	325.49	£	369.49	£	334.66	£	334.66
117	£	371.33	£	328.10	£	327.31	£	371.33	£	334.66	£	334.66
118	£	373.19	£	328.10	£	329.13	£	373.19	£	334.66	£	334.66
119	£	375.05	£	328.10	£	330.96	£	375.05	£	334.66	£	334.66
120	£	376.93	£	328.10	£	332.78	£	376.93	£	334.66	£	334.66
121	£	378.81	£	361.28	£	335.66	£	378.81	£	368.50	£	368.50
122	£	380.71	£	361.28	£	337.50	£	380.71	£	368.50	£	368.50
123	£	382.61	£	361.28	£	339.32	£	382.61	£	368.50	£	368.50
124	£	384.52	£	361.28	£	341.16	£	384.52	£	368.50	£	368.50
125	£	386.44	£	361.28	£	342.99	£	386.44	£	368.50	£	368.50
126	£	388.38	£	361.28	£	344.82	£	388.38	£	368.50	£	368.50
127	£	390.32	£	361.28	£	346.66	£	390.32	£	368.50	£	368.50
128	£	392.27	£	361.28	£	348.48	£	392.27	£	368.50	£	368.50
129	£	394.23	£	361.28	£	350.32	£	394.23	£	368.50	£	368.50
130	£	396.21	£	361.28	£	352.15	£	396.21	£	368.50	£	368.50
131	£	398.18	£	387.51	£	355.14	£	398.18	£	395.26	£	395.26
132	£	400.18	£	387.51	£	356.98	£	400.18	£	395.26	£	395.26
133	£	402.18	£	387.51	£	358.82	£	402.18	£	395.26	£	395.26
134	£	404.19	£	387.51	£	360.66	£	404.19	£	395.26	£	395.26
135	£	406.21	£	387.51	£	362.51	£	406.21	£	395.26	£	395.26

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136	£	408.24	£	412.61	£	364.35	£	408.24	£	420.86	£	420.86
137	£	410.28	£	412.61	£	366.19	£	410.28	£	420.86	£	420.86
138	£	412.33	£	412.61	£	368.03	£	412.33	£	420.86	£	420.86
139	£	414.39	£	412.61	£	369.87	£	414.39	£	420.86	£	420.86
140	£	416.46	£	412.61	£	371.71	£	416.46	£	420.86	£	420.86
141	£	418.55	£	421.56	£	374.81	£	418.55	£	430.00	£	430.00
142	£	420.64	£	421.56	£	376.66	£	420.64	£	430.00	£	430.00
143	£	422.74	£	421.56	£	378.51	£	422.74	£	430.00	£	430.00
144	£	424.86	£	421.56	£	380.36	£	424.86	£	430.00	£	430.00
145	£	426.99	£	421.56	£	382.22	£	426.99	£	430.00	£	430.00
146	£	429.12	£	421.56	£	384.07	£	429.12	£	430.00	£	430.00
147	£	431.26	£	421.56	£	385.91	£	431.26	£	430.00	£	430.00
148	£	433.42	£	421.56	£	387.76	£	433.42	£	430.00	£	430.00
149	£	435.59	£	421.56	£	389.62	£	435.59	£	430.00	£	430.00

FUEL ESCALATOR:

- A fuel adjustment mechanism will be based upon any monthly percentage movement in Table 1: Average Net UK Contract Average Diesel Price from FTA.
- The fuel element of the charges is 35%
- The base fuel rate taken is £1.00 per litre
- No adjustment will be made to the Charges unless the movement in the Average FTA Diesel Price is equal to or greater than +/-2p.
- If the movement is equal to or greater than +/-2p, then the Fuel Element of the Charges will be adjusted accordingly to reflect the percentage movement between the BFR and the Average Net UK Contract Average Diesel Price.
- The fuel element of the Charges will be adjusted by the percentage movement
- Any resultant adjustment will be clearly shown on the invoice as a Fuel Adjustment Amount
- The Charge Rates will be adjusted 2 months in arrears to the FTA number release. ie. Change between Nov and December would be applied to February Charge Rates.
- The Fuel Element of the Charges will be adjusted by the percentage movement using the following formula
 - A multiplied by G = Fuel Adjustment Amount. This would be added or subtracted to the Charge Rate for the following months deliveries.

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- Each agreement year the charges will be adjusted to reflect the new base price of diesel.

A	B	C	D	E	F	G
Price £ per load	Fuel Element @ 35% £ per load	Diesel Price (BFR) Pence Per Litre (ppl)	Diesel Price FTA Dec 15 Pence Per Litre (ppl)	Diesel Price change Pence Per Litre (ppl)	Diesel Price Change %	Adjustment to Charge Rate %
450	157.5	100.00	98.20	-1.80	-1.8	-0.63

ANCILLARY PAYMENTS:

Reason	New Payment	Description
Return to works	65% of original load price or £50 per pallet whichever is the lower	EG: not offloaded or load rejected by customer including part load return.
Reverse delivery	100% of outbound table price	EG: single journey to collect and deliver back to site
Cancelled load	65% of original load price	EG: load is cancelled on the day of delivery and Tarmac are unable to issue an alternative load. Not payable where alternative loads are refused.
Waiting time	£27.00 per full hour after 2 hours	EG: Vehicle standing idle at plant and/or customer premises. Where a return to works is agreed then waiting time is not due. Waiting time is not due where the driver arrives late nor is it due for time waiting prior to a booking slot.
Multi drop	£36.00 per additional drop	EG: Multiple customer deliveries on one load, distance is calculated on the longest leg.

SITE ADDRESSES:

- Tarmac Broom, South Quarry, Biggleswade, SG18 9LB
- Tarmac Eaton Hall, Manchester Road, Eaton CW12 2LU
- Tarmac Dewsbury, Forge Lane, Thornhill, Dewsbury, West Yorkshire, WF12 9BU
- Tarmac Linford, Buckingham Hill Road, Stanford-Le-Hope, Essex, SS17 0PY
- Tarmac Scorton, Scorton, Richmond DL10 7EQ
- Tarmac Thrislington, West Cornforth, Ferryhill DL17 9EY

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HAULIER INFORMATION PACKS:

Suppliers will be electronically issued with a detailed Haulier Information Pack following business award. The pack will cover:

Drugs & Alcohol Policy
Mobile Phone Policy
Driver Standards
Induction requirements
Vehicle Access & Load Security Guidelines

All drivers supplied to Tarmac must be Tarmac inducted and issued with a Tarmac 'One Card' driver card. The driver and supplier shall at all times adhere to and comply with Tarmac BP site rules, regulations and policies.

VEHICLE SPECIFICATION:

All vehicles will meet the minimum standards as follows:

- Type of Vehicle will be:
 - Curtain Sider or flat.
 - Some Rigid Vehicle requirement as per data provided
 - Tarmac BP may on occasion require additional vehicles i.e Flat Trailer, Rigid Vehicle, Crane Off Load. It is desirable but not essential that the awarded Supplier is able to provide Vehicles to meet Tarmac BP's requirements.
- Capacity:
 - All Curtain Sider vehicles shall have a minimum carrying capacity of 28 tonnes.
 - All Rigid Vehicles shall have a carrying capacity of 16 tonnes.
- Sufficient Containment Equipment
 - Robust solution for bracing product for 100% forwards movement in accordance with vehicle Operating Standards Authority (VOSA) guidelines.
 - Suitable load securing equipment in line with Tarmac BP Documents
- All vehicles must be maintained to Driver and Vehicle Standards Authority (DVSA) standard. Tarmac BP shall undertake vehicle and driver audits to ensure Drivers and Vehicles meet the required standards.
- Vehicles shall have:
 - 360 vision cameras - preferable
 - Audible reversing alarms – compulsory
 - Pedestrian mirrors - compulsory
 - Handbrake warning alarms - compulsory
 - Side underrun guards with safety signage – compulsory
 - Wheel nut indicators - compulsory

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DRIVER SPECIFICATION:

Drivers will be:

- Legally eligible to work and drive allocated vehicles in the UK and equipped with Tarmac standard PPE as detailed in the induction pack
- Fully site inducted / assessed in line with Tarmac BP requirements
- Appropriately trained and qualified to carry out the role at all times.
- Professional and conduct themselves in an appropriate manner at all times acting as a representative of Tarmac BP.
- Conversant with and compliant to the Haulier Induction Pack.
- Compliant with all National and/or European legislation applicable to the role.
- Drivers will carry documents to demonstrate competence and compliance at all times.
- Drivers may be tested in accordance with the Tarmac BP Drugs & Alcohol Policy.

HEALTH AND SAFETY STANDARDS:

Tarmac BP puts safety and health as its core value. All Suppliers shall comply with current site and HSE Rules as detailed in the Haulier Information Packs.

The Supplier shall achieve and maintain the following:

- A minimum of "FORS Bronze" accreditation. If the Supplier does not have FORS Bronze accreditation at the time of signing this agreement, the Supplier will register and commit to gaining the qualification within 90 days of commencing work. Comprehensive free assistance is available in this respect.
- The Supplier shall have CLOCS equipment fitted on a sufficient number of vehicles required to meet Tarmac BP demand.
- Appropriate insurances, licenses, permits and certificates to meet all statutory requirements.
- Records and evidence of the above to enable Tarmac BP to audit from time to time.

SUBCONTRACTING:

Subcontracting is not permitted unless expressly agreed in writing by Strata Logistics. Failure to do so in advance by 'the Supplier' will result in a reduction of the rate payable on any job by 15%.

COLLECTION PROCESS/PROCEDURE:

- Prior to collection the Supplier shall ensure that the collection & delivery times are clearly communicated to driver.
- Drivers will be required to arrive on site for loading with enough time to load and deliver their product to meet the stated delivery time.
- The driver shall not leave the Tarmac site until:
 - The load is secured in accordance with the guidelines.
 - Despatch documentation has been checked and signed.

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DELIVERY PROCESS:

- The Haulier / Driver will call the Strata team with an ETA. The customer may confirm alternative delivery times which should be communicated back to the Haulier / Driver by the Strata team, observing TBP's policy on the use of mobile phones.
- The Supplier will adhere to the attached 'Delivering Packed products to B&Q on behalf of TBP document.
- Upon delivery a POD shall be obtained and completed fully ensuring the following points are covered:
 - A valid signature is obtained.
 - A readable print of the signatories name.
 - A written date next to the signature for which the delivery was completed.
 - Full details of arrival and departure times
 - Clear print of drivers name
 - Driver signature and date

If the driver is required to stop as a result of a breakdown, the Supplier shall:

- Inform Strata
- Ensure that the vehicle is in a safe and secure location.
- Ensure that the vehicle is under security surveillance or the driver's surveillance.
- If necessary, transfer loaded trailer to another vehicle to ensure delivery requirement.

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SELF-BILLING AGREEMENT

This is an agreement to a self-billing procedure between:

Customer Name: Strata Logistics Ltd
Vat Number: 195 6051 88

&

Supplier Name:
Vat Number:

The self-biller (the customer) agrees:

1. To issue self-billed invoices for all suppliers made to them by the self-billee (the supplier) until 31/03/21.
2. To complete self-billed invoices showing the supplier's name, address and VAT registration number, together with all the other details which constitute a full VAT invoice.
3. To make a new self-billing agreement in the event that their VAT registration number changes.
4. To inform the supplier if the issue of self-billed invoices will be outsourced to a third party.

The self-billee (the supplier) agrees:

1. To accept invoices raised by the self-biller on their behalf until 31/03/21.
2. Not to raise sales invoices for the transactions covered by this agreement.
3. To notify the customer immediately if they change their VAT registration number, cease to be VAT registered or self their business or part of their business.

Signed on behalf of the Supplier:

Signed on behalf of the Customer: