

Delivery Charter

This Delivery Charter sets out Industry Best Practice for the delivery of fabricated steel reinforcement, mesh and reinforcing steel to construction sites and is to be used as the basis for contractual relationships for supply and delivery in the United Kingdom.

1. Definitions

- 1.1 'The Buyer' means the person or company whose order for the Goods is accepted by the Supplier.
- 1.2 'The Goods' means the goods which the Supplier is to supply in accordance with any contract between the Buyer and Supplier
- 1.3 'The Supplier' is the company providing the goods in accordance with any contract between the Buyer and Supplier.

2. Delivery

- 2.1 The Buyer must provide safe and adequate access to the point of discharge of the goods, including adequate manoeuvring space for the vehicle. The delivery point shall be safe and suitable such as the nearest hard standing able to accommodate a road going delivery vehicle. This precludes delivery off any hard standing and the Supplier (or its haulier) shall decide in its absolute discretion upon the safeness and suitability of any delivery site.
- 2.2 It will be the Buyer's responsibility to notify the Supplier of any site specific delivery requirements, e.g. restricted access, no articulated vehicles, no deliveries around school times, and specific paperwork requirements, such as driver identification, and the Buyer will be responsible for any additional cost associated with these special requirements and/or any costs incurred by the Supplier through the Buyer's failure to provide this information.
- 2.3 Prior notice must be given if kerb side delivery is required where parking or other restrictions apply. The Buyer will be responsible for any additional costs incurred for delivery at kerb side (where any such restrictions apply).
- 2.4 Except in cases of negligence by the Supplier and its drivers the Buyer shall indemnify the Supplier and its drivers against damage or injury howsoever caused during their presence on the Buyer's site or whilst obtaining access thereto.
- 2.5 If the delivery requires a trailer to be left on the Buyer's site, the Buyer will be responsible for the security of the load and trailer and will indemnify the Supplier against all losses and all damage howsoever caused. If a trailer has to be left on site at the Buyer's request, or as a result of any omission by the Buyer, additional charges will be payable.
- 2.6 In the event that the Buyer is unable to accept the delivery once the Supplier's vehicle has arrived on site within the times prescribed by the Buyer, the full delivery charge will be payable.

2. Delivery (continued)

- 2.7** The Buyer is expected to commence unloading of the Supplier's vehicle within one hour of its arrival at the Buyer's site. In the event that the vehicle is required to wait beyond this period, a charge for waiting time per hour or part thereof will be payable at RHA or other agreed rates.
- 2.8** Once the unloading of the Supplier's vehicle has commenced the operation shall be completed within one hour. In the event that unloading takes longer than this period, a charge for waiting time per hour or part thereof will be payable at RHA or other agreed rates.

3. Health and Safety Responsibility

- 3.1** The Buyer is responsible for full compliance with current Health and Safety requirements at its site. It is the responsibility of the Buyer to inform the supplier of any site specific Health and Safety requirements or other site specific restrictions.
- 3.2** The Buyer shall ensure that an appropriate risk assessment has been undertaken, that safe working procedures to cover the unloading and handling of steel reinforcement have been agreed and implemented, that appropriate equipment is used by trained and certified personnel and that the unloading operations are correctly supervised.
- 3.3** Such safe working procedures are fully described in the BAR documents relating to the safe off loading of mesh and the safe off loading of fabricated steel. This safe working guidance is also available on the BAR web site (www.uk-bar.org).
- 3.3** It should be noted that the Supplier's driver will not be involved in the lifting operations related to the offloading other than when a driver operated attachment, e.g. HIAB, is to be used or when preparing the load for unloading, e.g. removing load securing straps.

4. Additional Charges (Negotiable at Time of Quotation or Order Variation)

- 4.1** An additional delivery charge will be made if delivery of the goods is required in part loads rather than a full load.
- 4.2** An additional delivery charge will be made if delivery is required outside normal working hours.
- 4.3** An additional charge will be made if offloading is required by a crane or similar lifting device fitted to the Supplier's vehicle.
- 4.4** An additional charge will be made if delivery is required in Central London and any other regions subject to congestion or special emission charges.
- 4.5** The standard form of supply is for delivery to a single point on the site. In the event that the Buyer requires multi drops on the same site an additional charge per drop will be made.
- 4.6** An additional charge will be made to cover any special packing or delivery arrangements not covered in the aforementioned.



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