



Terms of Service

These Terms of Service cannot be varied without the express written agreement of a Director of the Company, **Holdify Fulfilment Ltd.**

These Terms of Service shall operate from the date of receipt of goods, until such time as the goods complete their transfer to the final destination.

During the currency of this Agreement, the Company shall provide FBA, warehousing, and logistics services, and shall store such products for the Customer in a safe and secure manner.

The Customer shall not submit for storage any items or substances of a dangerous, harmful or explosive nature.

The Customer shall be responsible for retaining a complete and correct record of the contents of each box and advising the Company of incoming shipments with supporting packing list documentation.

The Company shall record the number of boxes taken into storage and update the Customer at the earliest opportunity via its internal communication system.

The Customer confirms that they are either the owner or the authorised agent for the owner of any products or other materials taken into store by the Company.

The Company shall, upon reasonable notice, permit the Customer to rework and forward required units and pass them to third-party logistics companies.

The Company will not hand over or permit retrieval of any articles to any person who is not able to provide adequate identity and authority.

The Customer will be charged for storage monthly, along with all service fees for transfers and instructions within that month.

Payment of all invoices is due within 30 days of the date of the invoice.

The Company reserves the right to charge interest on any outstanding payments at a rate of 2% per month, calculated on the amount outstanding including previous interest, from the due date of payment until receipt of payment by the Company.

The Company shall have a general lien over any items in storage for any monies due from the Customer. The Company will exercise its rights of lien if monies due are not paid within 3 months and may, without further notice, sell or dispose of the items in storage and retain the proceeds towards payment of the monies due.

Inbound Pallet Requirements, Non-Conformance and Remedial Charges

All palletised goods delivered to Holdify Fulfilment Ltd (the 'Company') must comply with the Company's current Inbound Pallet Requirements.

Unless otherwise agreed in writing, acceptable pallets are limited to:

- 1200 x 800 mm Euro pallets; or
- 1200 x 1000 mm UK standard pallets.

Pallets must be of standard wooden block construction, provide four-way forklift entry, be structurally sound, suitable for warehouse handling and racking, and be in good reusable condition.

Non-Compliant Pallets and Deliveries

A pallet or palletised delivery may be treated as non-compliant where, in the Company's reasonable opinion, it is unsafe, unsuitable for normal warehouse handling or does not comply with the Company's current pallet specifications. This includes, but is not limited to:

- plastic pallets;
- chipboard or presswood pallets;
- two-way entry pallets;
- pallets of incorrect or non-standard dimensions;
- oversized pallets;
- damaged, broken or collapsed pallets;
- pallets which are structurally unsound;
- goods which are unstable or inadequately secured;
- goods which substantially overhang the pallet;
- pallets or loads exceeding applicable height or weight restrictions;
- poorly or incorrectly stacked goods;
- inadequate, loose or damaged wrapping;
- damaged cartons or packaging which make the load unsafe to handle or store; and
- any other pallet or load which the Company reasonably considers unsuitable or unsafe for its warehouse equipment, racking, staff or operations.

Right to Reject or Remedy

The Company reserves the right to reject any unsafe or non-compliant pallet or delivery upon arrival.

Where operationally possible, the Company may instead undertake such remedial work as it reasonably considers necessary to allow the goods to be safely handled, stored or processed.

Remedial work may include, without limitation:

- re-stacking goods;
- transferring goods onto a compliant pallet;
- re-palletising;
- replacing damaged or unsuitable pallets;
- shrink-wrapping or re-wrapping;
- strapping or otherwise securing a load;
- relabelling cartons or pallets where required for safe identification and handling;
- repairing or replacing damaged outer packaging where reasonably practicable;
- separating unstable or unsafe loads;
- disposing of non-compliant pallets; and
- carrying out other reasonable work required to make the goods safe for handling or storage.

Standard Non-Conforming Pallet Charges

Where applicable, the following charges will be made per affected pallet:

Service	Charge per pallet
Palletisation / transfer onto compliant pallet	£15.00
New standard pallet	£8.50
Disposal of non-compliant pallet	£5.00

These charges may be applied cumulatively where more than one service is required.

For example, where goods must be transferred from a non-compliant pallet onto a new standard pallet and the original pallet disposed of, the total standard non-conformance charge will be £28.50 per affected pallet.

Additional Labour and Materials

Where remedial work is required beyond the standard pallet transfer services above, the Customer will also be responsible for the Company's reasonable labour and materials charges associated with making the delivery compliant and safe.

This may include additional wrapping, strapping, cartons, labels, packaging materials, re-stacking, re-packing, relabelling or other corrective work.

Such charges will be additional to normal goods-in, handling, fulfilment and storage charges.

Urgent Remedial Work

The Customer expressly authorises the Company to undertake remedial work without obtaining prior Customer approval where, in the Company's reasonable opinion, immediate action is required:

- to protect the health and safety of employees or other persons;
- to prevent damage to the Customer's goods or other goods;
- to enable safe forklift or warehouse handling;
- to allow the goods to be safely placed into storage or racking;
- to prevent obstruction of the goods-in area or other warehouse operations; or
- to avoid unreasonable operational delay.

The reasonable cost of such work, including labour and materials, will be charged to the Customer.

Where a delivery cannot reasonably or safely be rectified, the Company may reject the delivery and require its removal or redelivery in a compliant condition.

Photographic Evidence

Where practicable, the Company will photograph significant instances of pallet or delivery non-conformance before or during remedial work.

The Company's photographs, warehouse records and staff records may be relied upon as evidence of the condition in which the pallet and goods were received and of the remedial work undertaken.

The absence of photographic evidence will not, by itself, prevent the Company from applying a legitimate non-conformance or remedial charge.

Customer and Supplier Responsibility

The Customer is responsible for ensuring that its suppliers, manufacturers, freight forwarders and carriers are made aware of and comply with the Company's current Inbound Pallet Requirements.

The Customer remains responsible for charges resulting from a supplier, manufacturer, freight forwarder or carrier failing to comply with those requirements.

The Company may amend its pallet specifications and associated non-conformance charges from time to time by giving reasonable notice to the Customer.

The Company shall under no circumstances be liable to the Customer for loss or damage caused by storm, tempest, lightning, flood, fire, explosion, theft, malicious acts, riots, civil commotion, strikes, pandemics, lockouts, trade restrictions, or by any act or omission of the Customer, its employees, agents, sub-contractors or principals. This also includes losses due to insufficient or improper packaging, labelling, or addressing, or damage caused by natural deterioration of the products.

The liability of the Company, if any, in respect of loss, damage, or total destruction of any products shall be limited to £5,000 per tonne under RHA guidelines.

Goods lost in transit by DPD are covered up to a maximum of £50 per carton unless otherwise agreed in writing with insurers. Goods lost in transit with Royal Mail are covered up to a maximum of £30 unless otherwise agreed in writing with insurers or informing support@holdifyfulfilment.co.uk prior to creating the label for dispatch.

Claims for items not delivered must be reported to support@holdifyfulfilment.co.uk within 5 days to enable us to log the claim with the relevant carrier.

Client goods with a value exceeding £10,000 must be insured by the Customer.

Signed: _____

Customer Name: _____

Company: _____

Date: _____