

# Conditions for the Carriage of Goods by Road in Ireland 2018



These Conditions may be used by current FTA Ireland members.

These Conditions apply to the carriage of any Consignment, whether gratuitous or not, by the Carrier for the Customer (definitions of Carrier, Customer and Consignment are given in Clause 1. The Carrier is not and does not contract as a common carrier.

The Conditions may not be altered or varied in any way except by express agreement in writing signed by a director or proprietor of the Carrier. The Conditions cannot and do not override any Statutory provisions imposed by Law or the application of any applicable international Conventions. If any part of these Conditions be inconsistent with any such Statutory provision or any applicable international Convention, only the part of these Conditions which is inconsistent will be overridden and no further.

It is expressly stated to be the Customer's responsibility to read and understand these Conditions which will form the basis of the Contract under which any claims or disputes are settled. Customers are recommended to take professional advice and to ensure they arrange adequate insurance to provide full cover when the property is in transit. Customer's attention is specifically drawn to Clauses which exclude or limit the liability of the Carrier and Clause which limits the time for notification and bringing of any claim

A set of explanatory notes is available from the Freight Transport Association.

Name of carrier \_\_\_\_\_

Address \_\_\_\_\_

## 1. Definitions

### In the Conditions:

- 1.1 **Alternative Dispute Resolution** means any procedure agreed by the parties for the resolution of disputes other than those involving formal arbitration or litigation.
- 1.2 **Carrier** means the person (corporate or otherwise) who contracts with the Customer to carry the goods.
- 1.3 **Conditions** means these Terms and Conditions.
- 1.4 **Consignee** means the person (corporate or otherwise who may or may not be the Customer) to whom the Carrier contracts to deliver the consignment.
- 1.5 **Consignor** means the person (corporate or otherwise who may or may not be the Customer) who supplies the consignment to the Carrier for carriage.
- 1.6 **Contract** means the Agreement between the Customer and the Carrier for the carrying out of the transport service including all documents expressly incorporated therein.
- 1.7 **Consignment** means goods whether a single or multiple unit or in bulk or contained in one package or container, as the case may be, or any number of separate items, parcels, packages or containers despatched at one time from one Consignor in a single load from one address to another in Ireland

- 1.8 Customer** means the person (corporate or otherwise) who contracts with the Carrier for the carriage of goods.
- 1.9 Dangerous Goods** Under the Carriage of Dangerous Goods by Road Act 1998 'the carriage of dangerous goods' is defined as any road transport operation performed by a vehicle wholly or partly on public roads, including the activity of loading or unloading, covered by the Annexes (of ADR), but does not include transport wholly performed within the perimeter of an enclosed area not open to the public. The Carriage of Dangerous Goods by Road Act 1998 (as amended) and the Carriage of Dangerous Goods by Road Regulations (S.I No. 617 and 620 of 2010) enforce ADR 2009 in Ireland, as may be amended from time to time and goods which represent a similar hazard, radioactive material and explosives of any nature.
- 1.10 Day** means any day Monday to Friday inclusive other than a Bank or Statutory Holiday, including the delivery day and the day on which any claim or notification is first made.
- 1.11 Delay** means failure by the Carrier to deliver the goods within the agreed time limit, or if there is no agreed time limit, within the period of 60 days from the date upon which the Carrier takes possession of the goods.
- 1.12 Loss** means the actual loss of the goods or failure by the Carrier to deliver the goods within 30 days of the agreed time limit for delivery or, if there is no agreed time limit, within 60 days from the date on which the Carrier took over the goods.
- 1.13 Owner's Risk** means that the Consignment is held upon terms that the Carrier shall not be liable for any loss of whatsoever nature and howsoever caused including negligence in relation to the Consignment or as a consequence of the Consignment being in the Carrier's possession. The Customer will indemnify the Carrier against all claims that may be made against the Carrier arising from the carriage, retention or storage of such Consignment.
- 1.14** The expressions Carrier, Consignee, Consignor and Customer shall include those parties' principals, agents and servants.

## **2 Principal parties and sub-contractors**

- 2.1** The Customer contracts and warrants that it is the legal owner of the goods within the Consignment or that it is the authorised agent of such legal owner and the Customer warrants that he has the authority to accept these Conditions on behalf of itself and also as Agent for an on behalf of the legal owner of the Consignment and that the Carrier has the right to enforce against the Customer and/or the legal owner of the Consignment jointly or severally any liability of the Customer under these Conditions or to recover from them any sums due to be paid by the Customer to the Carrier
- 2.2** Unless written instructions to the contrary are received from the Customer, the Carrier may perform its obligations herein by itself or by any parent, subsidiary or associated company and such parent, subsidiary or associated company shall be entitled to the benefit of these Conditions,. The Carrier may further sub-contract part or the whole of the consignment.
- 2.3** Where carriage of any consignment or part of a consignment is sub-contracted to a sea, air or rail carrier then the liability of the Carrier and of any sub-contractor shall be limited and/or excluded in accordance with the conditions of carriage of that sub-contractor or as provided for by statute or international convention.
- 2.4** Notwithstanding the provisions of the Condition 2.2, the Carrier may not sub-contract the carriage of Dangerous Goods without the prior written consent of the Customer.
- 2.5** Where part or the whole of the carriage has been undertaken by any parent, subsidiary or associated company or subcontracted as provided for in Condition 2.2 above, such parent, subsidiary, associated company or sub-contractor shall have the benefit of these Conditions of Carriage and shall be under no greater liability to the Customer than or in addition to that of the Carrier under the Contract and the Customer agrees with the Carrier that no claim shall

be made against a sub-contractor in addition to or in excess of the limitations and/or exclusions of liability as set out in these Conditions.

### **3 Loading and unloading**

- 3.1** The Carrier shall not be required to provide additional services other than the service for the carriage of the Consignment from the designated place of collection to the designated place of delivery unless any such service has been requested by the Customer and agreed by the Carrier in writing, prior to collection or delivery being made.
- 3.2** The Customer shall be responsible for providing and safely operating any equipment that may be required for loading the Consignment on or unloading the Consignment from the vehicle unless arrangements to the contrary are agreed in writing between the Carrier and the Customer prior to despatch and these Conditions shall apply during such loading and/or unloading.
- 3.3** The Carrier shall not be liable for any loss or damage caused as a result of its use of defective equipment supplied by the Consignee or Consignor and the Customer shall indemnify the Carrier against any claim made against the Carrier in respect of such loss or damage including claims in respect of death or personal injury.
- 3.4** The Carrier shall not be liable for any loss or damage caused as a result of negligent acts committed by the Consignor or Consignee or their servants or agents in assisting with loading
- 3.5** The Carrier will endeavour to make the Consignment reasonably accessible on the vehicle at the place designated for delivery.
- 3.6** The Customer shall make available to the Carrier upon request details of any risk assessments which may have been carried out at the collection and/or delivery addresses. The responsibility for carrying out such risk assessments shall be that of the Customer and not of the Carrier.
- 3.7** In cases where the Customer (or Consignor) operates a loading system which is exclusive of the Carrier, the Customer (or Consignor) shall be responsible for the safe and secure loading of that vehicle. The Customer (or Consignor) shall ensure that the Consignment is adequately secured and restrained, and that it is distributed in such a manner as to ensure axle limits and overall vehicle load limits are not exceeded. Unless otherwise contracted between the parties, the Customer (or Consignor) undertakes to load the vehicle in accordance with the standards described in the HSA-provided guidance document "International Guidelines on Safe Load Securing for Road Transport" [Ref IRU I-0323(en)].

### **4 Dangerous goods**

- 4.1** The Contract for the carriage of Dangerous Goods shall be voidable by the Carrier and the Carrier shall have no liability whatsoever unless, prior to loading, the Carrier receives precise and correct identification of the substances in writing and has agreed to accept the same for carriage. ADR "Instructions in Writing" must be provided by the Customer in the form prescribed by the appropriate statutory authority giving details of each and every substance the Carrier is requested to carry. Written information must be provided in respect of goods classified as "Dangerous" and where ADR Instructions in Writing are not required by Statute. ADR "Instructions in Writing" or other written notification provided by the Customer must accompany each and every Consignment.
- 4.2** The Customer shall be responsible for ensuring that such substances are properly and safely packaged and labelled with the identities of the substances and all other relevant information as specified by The Carriage of Dangerous Goods by Road Act 1998 (as amended) and the Carriage of Dangerous Goods by Road Regulations (S.I No. 617 and 620 of 2010) enforce ADR 2009, requirements for the time being in force.
- 4.3** The Customer shall be responsible for and indemnify the Carrier against any loss or damage and claims made upon the carrier in respect of any injury to persons or damage to property arising from the non-compliance by the Customer or the Consignor with any of the provisions of these Conditions in as far as they relate to the carriage of Dangerous Goods, unless the Customer proves that the loss, damage or injury was due to the negligence of the Carrier.
- 4.4** In cases where the Customer (or Consignor) operates a loading system which is exclusive of the Carrier, the Customer (or Consignor) shall be responsible for the safe and secure loading

of that vehicle. The Customer (or Consignor) shall ensure that the Consignment is adequately secured and restrained, and that it is distributed in such a manner as to ensure axle limits and overall vehicle load limits are not exceeded. Unless otherwise contracted between the parties, the Customer (or Consignor) undertakes to load the vehicle in accordance with the European Standard EN 12195-1:2010.

## **5 Consignment notes/receipts**

- 5.1** The Carrier shall, if requested, sign a document acknowledging receipt for the carriage of the quantity and description of the Consignment loaded on to the Carrier's vehicle, to the extent this can be determined, by visual inspection. Such receipt shall not be evidence as to accuracy of the condition, weight, quantity nor nature of the goods said to comprise the Consignment at the time the receipt document is signed by the Carrier and/or his agents and/or his servants. The burden of proof in the event of dispute is the responsibility of the Customer.
- 5.2** The Carrier shall use its best endeavours to obtain a signed receipt of delivery of the Consignment from the Consignee unless otherwise agreed with the Customer. Such receipts will be returned to the Customer as proof of delivery, unless otherwise agreed in writing by the Customer and/or his agent and/or his servants.

## **6 Carrier's responsibility**

- 6.1** Goods are accepted by the Carrier for carriage at 'owner's sole risk' where the Carrier is able to show that the Customer has explicitly agreed to the carriage of the goods at 'owner's risk'. In that event, the Carrier shall not be liable for loss damage or delay to the goods no matter howsoever or by whomsoever caused and the Customer agrees to indemnify the Carrier against all and any claims made by any Third Party in respect of the goods carried.
- 6.2** The Carrier shall be under no obligation whatsoever to arrange any insurance for the Consignment except unless otherwise agreed in writing between the Carrier and the Customer prior to the inception of the Carrier's liability for the Consignment under clause 6.3 below. Any such agreed insurance shall be arranged for the benefit of the Customer only and the Carrier acts solely as Agent for the Customer.
- 6.3** Subject to the provisions of Condition 6.1 above the Carrier's responsibility for the Consignment shall commence when the Carrier takes actual possession of the Consignment at the point of collection or at the Carrier's premises.
- 6.4** The Carrier's responsibility for the Consignment shall end when the Carrier, its agents or sub-contractors present the Consignment at the proper place of delivery within normal business hours.
- 6.5** If it has been agreed that the Consignee will collect the Consignment from the Carrier's premises and/or if the Carrier is prevented from making delivery at the Consignee's address as a consequence of the absence of a safe and/or adequate access or unloading facility, then the Carrier's responsibility for the goods shall end at the expiration of 24 hours after notice by letter, telephone, fax or e-mail or other agreed method of communication of the availability of the Consignment has been given to the consignee and/or the consignor.
- 6.6** At any time during the term of the Contract the Customer may request or the Contractor may recommend variations to the service and/or variations to any other matters covered by the Contract. The Carrier shall investigate the likely impact of any such requested or recommended variations upon the service, the charge for the service and other aspects of the Contract and shall report promptly to the Customer. Neither party shall be obliged to agree to any requested or recommended variation but neither party shall withhold its Agreement unreasonably. Until such time as any variation to the Contract resulting therefrom have been mutually agreed in writing, the parties shall continue to perform their respective obligations without taking account of the requested or recommended variation.
- 6.7** The Carrier has an absolute discretion as to the means, route and procedure to be followed in the transportation of the Consignment.

## **7 Carrier's charges**

- 7.1** The Carrier's charges shall be payable by the Customer provided always that, when the goods are consigned 'carriage forward', the Consignee shall have primary responsibility for the payment of the carriage charges but the Customer shall pay such charges in the event of default by the Consignee and the Carrier shall not be required to take any steps to obtain payment from the Consignee other than a written request for payment.
- 7.2** Notwithstanding any claim which the Customer may have against the Carrier, the Carrier's charges for carriage and any other services incidental to the carriage chargeable under the Contract shall be payable in full without deduction, deferment, and counterclaim or set-off by the Customer within thirty (30) days of the date of the invoice unless otherwise agreed in writing. The European Communities (Late Payment in Commercial Transactions) Regulations 2012, as amended, shall apply to all sums due from the Customer.

## **8 Disposal of the goods by the carrier**

- 8.1** In the event that the Carrier is unable for any reason beyond its reasonable control to deliver the Consignment in accordance with the Contract, the Carrier shall seek further instructions from the Customer. The Carrier's reasonable additional charges for retaining the Consignment pending such further instructions from the Customer and for carrying out those instructions shall be chargeable to and fully recoverable from the Customer.
- 8.2** Subject to the provisions contained in Condition 8.2 (i) to (iii) below, where the Carrier is unable to obtain further instructions from the Customer in accordance with Condition 8.1 and/or such further instructions are not provided within 21 days of a request for the same, the Carrier may sell the Consignment provided that such sale is permitted by law. The Carrier is entitled to deduct from the proceeds of any such sale all costs of and charges for the carriage of the Consignment, other services incidental to the carriage chargeable under the contract and any storage and disposal costs and expenses in relation to the Consignment. Such deduction may be made irrespective of any claim or right which the Customer may have against the Carrier otherwise arising under the Conditions. The balance of such sale proceeds after any such deductions will be remitted by the Carrier to the Customer. Upon the sale of the Consignment the Carrier shall be discharged of all liability whatsoever in respect of the Consignment, its carriage and storage.
- i.** The Consignment may not be sold unless the Carrier shall have made reasonable efforts (having regard, if appropriate, to the perishable nature of the Consignment) to notify the Customer of the Carrier's intention to sell the Consignment. The Consignment may then be sold unless within the time to be specified in the notice the Customer shall have arranged to collect the Consignment or given instructions for their disposal and have paid, without prejudice, all outstanding charges as referred to in this Condition including any warehousing charges which may have been incurred during the time that the goods have been retained.
  - ii.** Pending the expiry of such periods of notice as aforesaid and of disposal of the Consignment under these provisions the Carrier shall at the expense of the Customer have authority to arrange proper storage of the Consignment. During such period of storage the Consignment will be held at "owner's risk" and the carrier shall not be liable for loss or damage of the Consignment howsoever caused.
  - iii.** In the event of a sale under this Condition the Carrier shall do what is reasonable to obtain the market value of the Consignment (subject to any unavoidable deterioration thereof). If the Consignment has no market value, then the Carrier may dispose of them subject to compliance with all legal requirements in force in respect of such goods.
- 8.3** Subject to the provision of Clause 8.1 above, and in circumstances in which the Carrier is unable to obtain further written instructions, the Carrier may, in respect of Dangerous Goods only, at his sole discretion dispose of the goods or return them to the Customer. Where such action is taken by the Carrier, it shall comply with all prevailing legal requirements that may be in force in respect of the goods. Any such action taken by the Carrier under this Clause shall be at the sole risk and expense of the Customer.

## **9 Liability for loss, damage or delay**

- 9.1** Subject to these Conditions the Carrier shall be liable for: (a) any loss of or damage to the Consignment occurring whilst the Carrier has responsibility for the Consignment in accordance with Condition 6 above; and (b) any delay in the carriage of any Consignment arising from the negligence of the Carrier.
- 9.2** The Carrier's liability is restricted to the financial limits imposed under Clause 10 of these Conditions unless otherwise agreed in writing between the contracting parties prior to the transit commencing.
- 9.3** The Carrier shall not be liable for whatsoever reason for loss of or damage to, or misdelivery or loss arising from any delay in respect of: Bullion, Precious Metals, Precious Stones, Money (whether in note or coin form), Securities, Stamps, Legal or Business Documents, Living Creatures or anything of a similar nature unless:
- i.** the Carrier has agreed in writing to carry such goods at the specific request of the Customer prior to commencement of the transit;
  - ii.** the Customer has agreed to reimburse the Carrier with all additional costs necessarily incurred as a direct result of the Carrier agreeing to carry such goods;
  - iii.** the loss or damage or delay has been proved to have been caused by the negligence of the Carrier and/or his agents and/or his servants.
- 9.4** The Carrier shall be relieved of all liability for any loss, damage or delay in collection and delivery of the Consignment if and to the extent that such loss, damage or delay is caused by:
- a) an act of God;
  - b) any consequence of war, act of foreign power, invasion, terrorism, confiscation, requisition or destruction of or damage to property by or under the order of any government or public or local authority;
  - c) seizure or forfeiture under legal process;
  - d) error, act, omission, misstatement or misrepresentation by the Customer or other owner of the goods or by servants or agents of either of them;
  - e) inherent liability due to wastage in bulk or weight, latent defect or inherent defect, vice or natural deterioration of the goods;
  - f) any special handling requirements in respect of the goods which have not been notified to the Carrier;
  - g) insufficient or improper packaging, unless the Carrier has contracted to provide this service;
  - h) insufficient or improper labelling or addressing, unless the Carrier has contracted to provide this service;
  - i) riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause;
  - j) defect of any equipment supplied by the Customer under Condition 3.2 or any negligence of the Customer's agents or servant;
  - k) delay in providing to the carrier safe and adequate access and/or delivering instructions in accordance with condition 6.4;
  - l) fraud on the part of the Customer, Consignor, Consignee or owner or of their servants or agents in respect of all or any part of the consignment;
  - m) any other cause or event which the Carrier is unable to avoid and the consequences of which the Carrier is unable to prevent;
  - n) any breach by the Customer of these Conditions.

Where the Carrier has not been afforded any opportunity to verify the quantity of the Consignment upon loading the Carrier shall in no event be liable to the Customer in respect of any alleged shortage in the Consignment upon delivery.

## **10 Limitation of liability of carrier**

- 10.1** Unless otherwise agreed in writing between the Customer and the Carrier prior to the commencement of carriage, the liability of the Carrier in respect of any loss of or damage to

Consignment whilst it is the responsibility of the Carrier in accordance with Conditions 6 and 9 hereof shall be limited and shall not exceed as follows:

- a) where the whole or part of a Consignment is lost or damaged to a maximum rate of €1,800.00 per tonne inclusive of all/any duties and/or taxes on the gross weight of the Consignment or that proportion by weight of lost or damaged property as stated on the consignment note referred to in Condition 5, or otherwise ascertained, or €600.00 for the total Consignment but not exceeding the actual value of the Consignment or part of the Consignment whichever shall be the lesser;
- b) for the purpose of this Condition, the value referred to is the valuation of the Consignment at the time it is accepted for carriage, including all duties and taxes.

Provided that no claim shall be accepted by the Carrier pending its receipt from the Customer of proof of the value of the Consignment or any part thereof.

- 10.2** Subject to Clause 10.1 the Carrier's liability shall not exceed the amount of the Customer's loss or the amount of the carriage charges, whichever shall be the lesser amount unless agreement has been made previously in writing between the Carrier and the Customer for a specific level of liability for such delay.
- 10.3** Save in respect of such loss or damage as referred to in clauses 10.1 and 10.2 above, the Carrier shall not in any circumstances whatsoever be liable for indirect or consequential loss of any kind whatsoever, including but not limited to, loss of profits, loss of market opportunity howsoever caused.

## **11 Customer's indemnity to the carrier**

The Customer shall save harmless and indemnify the Carrier from and against:

- 11.1** losses suffered by the Carrier arising from any negligent act, negligent omission, negligent misdirection or negligent misstatement or any fraudulent activity by the Customer, Consignor or Consignee, its servants or agents. The Carrier shall not be liable in any circumstances in respect of the Consignment or for any claim whatsoever where there has been such a fraud;
- 11.2** claims of any nature for loss, damage, costs and expenses resulting from the carriage of Dangerous Substances where the Customer's obligations in Condition 4 above have not been met;
- 11.3** claims and demands of any nature in respect of loss of or damage to the Consignment or for costs and expenses made by the Customer of any Third Party additional to or in excess of the limits of liability of the Carrier set out in Condition 10 above;
- 11.4** any claims made or duties, taxes, imposts, levies deposits, outlays or penalties imposed by any authority, including Customs and Excise authorities, in respect of the Consignment;
- 11.5** claims and demands made by a Third Party attributable to lack of authority on the part of the Customer to enter into the Contract upon these Terms and Conditions;
- 11.6** any liability assumed or incurred by the Carrier, other than set out in these Conditions, by carrying out any instruction from the Customer including any liability to the Customer, Consignee or Consignor or any other Third Party

## **12 Notification of claims**

**12.1** The Carrier shall not be liable for:

- a) loss or damage of the whole of the Consignment unless a claim specifying the general nature thereof is submitted by the Customer to the Carrier in writing within 14 days from the Carrier's responsibility for the Consignment having commenced in accordance with Condition 6.2 above and unless a detailed claim giving weight and value and date of collection are submitted by the Customer to the Carrier in writing within 14 days from the Carrier's responsibility for the Consignment having ended or been deemed to have ended;

- b) loss or damage of any part of a Consignment unless a claim specifying the general nature thereof is submitted by the Customer to the Carrier in writing within seven days from the Carrier's responsibility for the Consignment having ended in accordance with Condition 6.3 above and a detailed claim specifying the weight, value and date of collection and date of delivery are submitted in writing within 14 days of the Carrier's responsibility having ended;
- c) damage of any description unless the damaged goods are made available to the Carrier's representative for inspection for a reasonable period following notification of the claim;
- d) delay in delivery of whole or part of the Consignment unless the Carrier is informed in writing within three days of the date by which the delivery should have been made. For the avoidance of doubt, where no date for delivery has been agreed, notification should be given within 63 days of the Carrier's responsibility for the consignment having commenced.

**12.2** The Carrier shall not benefit from this exclusion of liability if the Customer provides evidence that:

- a) in all the circumstances it was not reasonably possible so to advise the Carrier or make the damaged goods available for inspection within the specified time limits and;
- b) such advice was given at the first reasonable opportunity.

**12.3** Notwithstanding the provisions of Clause 12.1 and 12.2 above, the Carrier shall in any event be discharged of all liability whatsoever and howsoever rising in respect of the Consignment unless the Customer has referred the matter to arbitration in accordance with clause 15.3 and written notice of such referral is given the Carrier, within twelve months from the date delivery was scheduled to or did take place, or in the event no delivery date was agreed and no delivery took place twelve months from the date the Carrier took actual possession of the Consignment.

## **13 Lien and power of sale**

**13.1** The Carrier has a general lien on all Consignments delivered to the Carrier for all and any carriage charges, and interest thereon, due to the Carrier from the Customer for the carriage, storage rent and/or warehousing charge of the Consignment and for any other charges or expenses incurred in respect of or in connection with the carriage of the particular Consignment and all other Consignment which may have been carried by the Carrier for the Customer from time to time. Any storage charges incurred by the Carrier during exercise of this lien will continue to accrue and add to the right of lien.

**13.2** If any such outstanding charges and interest as set in clause 10.1 is not satisfied by payment within 21 days of the Carrier's demand for payment then the Carrier shall be entitled to invoke the power of sale set out in Condition 8 over all or any of the Customer's goods in the Carrier's possession. Such sale shall be subject to the provisions of Conditions 8.2 and 8.3 above.

**13.3** The Carrier shall be entitled to charge to the Customer the cost of loading and unloading the Consignment whilst a lien is being exercised together with warehouse rent and any other expenses incurred during all periods during which the lien on the Consignment or any part of the Consignment is being asserted and all these Conditions shall continue to apply whilst the lien is being exercised.

**13.4** If the Consignment is not the property of the Customer; the customer warrants that he has the authority to grant to the carrier a particular lien against the owner. The Carrier may hold the goods against the owner for any unpaid monies applicable to those goods only, but he may not sell or dispose of the goods in any way without the express consent of the owner.

## **14 Detention of Carrier's property**

**14.1** The Customer shall pay to the Carrier any cost or expense occasioned to it by the improper or excessive detention by the Consignor or Consignee or any other party of any vehicle,

trailer, container or covering belonging to or under the custody or control of the Carrier without prejudice to any rights of the Carrier against any Third Party in respect of such detention.

## **15 Dispute resolution**

- 15.1** The parties will attempt, in good faith, to resolve any dispute or claim arising out of or relating to these Conditions promptly through negotiations between the respective representatives of the parties who have authority to settle the same.
- 15.2** If the matter is not resolved through negotiation, the parties may attempt to resolve the dispute or claim through an Alternative Dispute Resolution procedure as recommended to the parties by the Freight Transport Association or the Centre for Dispute Resolution.
- 15.3** If the matter is not resolved by an Alternative Dispute Resolution procedure, or if either party will not, or ceases to participate in an Alternative Dispute Resolution procedure, the dispute may be referred to the arbitration of a single arbitrator or to an arbitrator appointed at the request of the parties by the President for the time being of the Chartered Institute of Arbitrators. The apportionment of the cost of any such arbitration between the parties shall be in the discretion of the arbitrator. The arbitration shall, unless otherwise agreed, be held in the town wherein the Carrier has its main administrative office.

## **16 Governing law**

- 16.1** The parties agree that these Conditions and any Contract to which they apply shall be governed by the laws of Ireland and be subject to the exclusive jurisdiction of the Courts of Ireland.

## **17 Confidentiality**

- 17.1** Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Condition 16.2.
- 17.2** Each party may disclose the other party's confidential information to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with these Conditions, or as required by law, a court of competent jurisdiction or any governmental or regulatory authority. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with Condition 16.1.

## **18 Validity**

- 18.1** If any provision of these Conditions is held by any competent authority to be invalid, unlawful or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question will remain unaffected thereby.

## **19 Waiver**

- 19.1** Failure on the part of the Carrier at any time to enforce any of these Conditions shall not be construed nor deemed a waiver of any of the Carrier's rights hereunder, nor in any way will it affect the validity of the whole or part of these Conditions, nor prejudice the Carrier's right to take future enforcement of these Conditions.

*The FTA Ireland does not accept any responsibility for these Conditions which are for the use by FTA Ireland members only.*