

# Subcontractor Terms and Conditions

## ADR Carriers Ltd

These Subcontractor Terms and Conditions govern the provision of services by any subcontractor engaged by ADR Carriers Ltd.

By accepting or undertaking any work instruction from ADR Carriers Ltd, the subcontractor agrees to be bound by these Terms and Conditions.

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## 1. Status of Subcontractor

1.1 The subcontractor is engaged as an independent contractor and is not an employee, worker, or agent of ADR Carriers Ltd.

1.2 The subcontractor is responsible for their own:

- Tax liabilities
- National Insurance contributions
- VAT (where applicable)
- Insurance cover
- Regulatory compliance

1.3 Nothing in these Terms creates an employment relationship.

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## 2. Services

2.1 The subcontractor agrees to provide transport, logistics, or related services as instructed.

2.2 Services may include, but are not limited to:

- ADR transport
- Dangerous goods transport
- Pallet transport
- Time critical deliveries
- Specialist transport services
- Collection and delivery services

2.3 All services must be carried out professionally, safely, and in accordance with industry standards.

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### **3. Compliance Requirements**

3.1 The subcontractor must comply with all applicable legislation and regulations including:

- ADR Regulations (European Agreement concerning the International Carriage of Dangerous Goods by Road)
- Road Traffic legislation
- Health and Safety legislation
- DVSA requirements
- Environmental legislation
- Working Time regulations where applicable

3.2 Where ADR transport is undertaken, the subcontractor must ensure:

- Valid ADR certification where required
- Vehicles are correctly equipped and placarded
- Correct documentation is carried
- Appropriate PPE is used
- Goods are transported in accordance with ADR requirements

3.3 Vehicles must be roadworthy and legally compliant at all times.

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### **4. ADR Training and Equipment Cost Recovery**

4.1 Where ADR Carriers Ltd provides ADR training, certification, PPE, specialist equipment, documentation systems, or compliance support, this is provided on the basis of a minimum subcontract period of six (6) months.

4.2 If the subcontractor ceases undertaking work for ADR Carriers Ltd within six (6) months of receiving training or equipment, ADR Carriers Ltd reserves the right to recover the full cost of:

- ADR training courses
- Examination fees
- Certification costs
- PPE supplied
- Specialist ADR equipment
- Compliance setup costs
- Administrative costs related to onboarding

4.3 These costs may be deducted from outstanding payments or invoiced separately.

4.4 The subcontractor acknowledges that ADR training and equipment represent a significant investment and agrees this clause is reasonable and proportionate.

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## 5. Payment Terms

5.1 Standard payment terms are **30 days in arrears**, with payment issued on the **18th of each month**.

5.2 Example payment cycle:

### **Work completed in Payment date**

January	18 February
February	18 March
March	18 April
April	18 May

5.3 Payment is subject to receipt of:

- Valid invoice
- Proof of Delivery (POD) where required
- Completed job documentation
- Compliance documentation where applicable

5.4 Invoices should be submitted within 14 days of completing the work.

5.5 Incorrect or incomplete documentation may result in delayed payment.

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## 6. Proof of Delivery (POD)

6.1 Payment may be withheld until valid Proof of Delivery is received.

6.2 POD must be clear and legible.

6.3 Electronic POD is acceptable where agreed.

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## 7. Insurance Requirements

The subcontractor must maintain valid:

- Goods in Transit Insurance
- Public Liability Insurance
- Motor Insurance
- Employer's Liability Insurance (if applicable)
- ADR insurance where applicable

Evidence of insurance must be provided upon request.

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## **8. Professional Conduct**

8.1 The subcontractor must act professionally at all times when representing ADR Carriers Ltd.

8.2 The subcontractor must not:

- Misrepresent ADR Carriers Ltd
- Damage the Company's reputation
- Behave aggressively or unprofessionally with customers
- Breach confidentiality obligations

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## **9. Confidentiality**

The subcontractor agrees to keep confidential all commercially sensitive information including:

- Customer details
- Pricing information
- Operational procedures
- Business processes
- Any non-public information obtained during the course of work

This obligation continues after the working relationship ends.

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## **10. Non-Solicitation**

10.1 The subcontractor agrees not to directly solicit business from customers introduced by ADR Carriers Ltd.

10.2 This restriction applies for a period of 12 months following the last completed job.

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## **11. Equipment**

11.1 Any equipment supplied by ADR Carriers Ltd remains the property of the Company unless otherwise agreed.

11.2 Equipment must be returned upon request or termination of the working relationship.

11.3 ADR Carriers Ltd reserves the right to charge for lost or damaged equipment.

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## **12. Liability**

12.1 The subcontractor is responsible for:

- Loss or damage to goods
- Failure to follow ADR requirements
- Negligence
- Regulatory breaches

12.2 Any incidents must be reported immediately, including:

- Accidents
  - Spillages
  - Damage
  - Enforcement action
  - Compliance breaches
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## **13. Termination**

13.1 Either party may cease working together at any time.

13.2 Any outstanding obligations including repayment of training or equipment costs remain payable.

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## **14. Set-Off**

ADR Carriers Ltd reserves the right to deduct any monies owed by the subcontractor from payments due.

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## **15. Governing Law**

These Terms shall be governed by the laws of England and Wales.