

Weighing Procedures for timber sales contracts

Application

1. This is version 0.1 of these procedures and where they are referenced in version 0.1 of the terms and conditions of Forestry England's sales contracts for 'Forest Products' and for 'Standing Trees and Other Products to be Harvested', these procedures are incorporated into those terms and conditions.
2. These Procedures apply to all sales by weight of all forestry Products whether they are roundwood or other Products (such as biomass, fibre or residues).
3. Nothing in these procedures can or is intended to change or affect the provisions in the sales Contracts. These procedures set out, for the avoidance of doubt, how certain Contract provisions are to be implemented.
4. "You" (and other terms used in this document) are as defined herein or in the Contract.
5. The standard terms and conditions for timber sales contracts along with these procedures and other incorporated documents and information are held on Forestry England's Contract Documents Webpage at <https://www.forestryengland.uk/timber/contract-documents>

Contractual requirements

6. It is an offence to use unapproved weighing equipment for legal purposes, to make alterations to equipment after it has been approved for legal use, to use seriously inaccurate equipment or to use or misuse equipment to commit fraud.
7. You must provide legal evidence of the weight details of each Load collected from Forestry England Land within the time specified in the contract. A 'Use for Trade' weighbridge must be used, and the weight details to be provided include the Gross Vehicle Weight (GVW), the vehicle tare weight (which may be a standard Tare) and the net weight of the Products for billing purposes.
8. Forestry England's Contract is with You and You are fully responsible for Your haulier's or Your customer's compliance with Forestry England's Dispatch Procedures and the law.

Use of standard tare weight

9. With prior agreement in writing from Forestry England for specified Loads, You may provide proof of the GVW only and derive the net weight using a standard tare weight for the vehicle involved in the dispatch. Generally, this will be agreed only where the destination for the Products does not have a suitable or functioning weighbridge such that the GVW has to be measured elsewhere before reaching the destination.

Weighbridges

10. 'Use for Trade' weighbridges are defined in the Weights and Measures Act 1985 and they are sometimes also referred to as 'Legal for Trade', 'Trade Approved', 'Weights and Measures Approved', 'EC Approved', 'Qualified' or 'Stamped'. They must be calibrated and must be inspected annually, usually by the Local Authority's Inspector of Weights and Measures.

11. 'Use for Trade' weighbridges have the verified plates or stickers (stamps) attached which show amongst other things the CE mark, the year of manufacture, the accuracy class, and the Verifier's four-digit code. A **six pointed star (*)** placed over any mark or stamp means that the weighbridge has been rejected on inspection and is not legal to use for trade purposes. Second-hand or repaired weighbridges must also show the new Verifier's code following the required re-calibration.
12. Class III (ordinary) weighbridges, or higher accuracy, are accepted by Forestry England.
13. Forestry England may ask You for a copy of the annual inspection and service record and /or a legible recent photograph of the weighbridge plate for any weighbridge You use in a timber sales contract. If You do not provide assurance that a weighbridge You have used is 'Use for Trade' compliant, all timber sales contracts relying on that weighbridge will be in breach.

Valid Weight Tickets

14. A valid weight ticket is as described in the Interpretation section of the Contract.
15. Where you have arranged to send weight ticket information to Forestry England by electronic means (EFIDS), Forestry England will from time to time require you to provide a selection of physical weight tickets to the Contract Manager for audit which you must do within the specified time period.
16. Hand written weight tickets are not accepted by Forestry England unless *before the weighbridge is used* You provide evidence that the weighbridge is 'Use for Trade' certified and also provide a sample of the weighbridge operator's signature(s). If You do not do this *before the weighbridge is used*, Forestry England will be entitled to terminate the affected contracts and will treat all Loads weighed by that equipment as Unweighed Loads.
17. Weighing equipment built into vehicles or cranes is not 'Use for Trade' compliant and printouts from such equipment will not be accepted by Forestry England as a valid Weight Ticket.
18. Forestry England's Measuring Procedures provide for circumstances where, by prior agreement, a Load may be measured rather than weighed to determine a Weight Ticket weight for payment purposes.

Unweighed Loads

19. Where the Contract and these Procedures provide, Forestry England may assign a Weight Ticket Weight to an Unweighed Load (as described in the Contract) and You must pay for the Products at that assigned weight.
20. The weight of an Unweighed Load will be calculated by Forestry England as the mean Net weight of the Loads already removed under the contract.
21. If there are no previous Loads to use then the Unweighed Load weight will be calculated by Forestry England at 45 tonnes minus the actual or standard or estimated tare weight of the vehicle(s) involved. The calculation will be appropriately adjusted for smaller vehicles with lower GWV.
22. When an Unweighed Load arises from Your provision of an invalid weight ticket or an unacceptable handwritten weight ticket, the weight of the Unweighed Load will either be as calculated in point 20 or point 21 above, or the net weight that You have provided, whichever is the highest.

Other contract considerations

23. Any adjustment of recorded weights by You or any other person, or any failure to weigh a Load, or any failure to weigh a Load properly, or any failure to return the correct weight information, or any failure to show on demand that the weighing equipment You use is sufficiently accurate and inspected, is a serious breach of contract and could affect your future timber trading with Forestry England.
24. Forestry England will monitor Gross Vehicle Weights monthly and will implement the sanctions provided for in our Sanctions Procedures.
25. Where you fail to provide a valid Weight Ticket as described above, you will be required to reimburse Forestry England's reasonable Administration Costs related to these procedures.

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