

TERMS AND CONDITIONS

THE CUSTOMER'S ATTENTION IS DRAWN TO SPECIFIC CLAUSES IN THESE TERMS WHICH EXCLUDE OR LIMIT THE COMPANY'S LIABILITY AND THOSE WHICH LIMIT THE COMPANY'S LIABILITY, REQUIRE THE CUSTOMER TO INDEMNIFY THE COMPANY IN CERTAIN CIRCUMSTANCES, LIMIT TIME AND THOSE WHICH DEAL WITH CONDITIONS OF ISSUING EFFECTIVE GOODS INSURANCE BEING CLAUSES 9, 10, 12, 14, 16-20 INCLUSIVE and 22-38 INCLUSIVE

THE CUSTOMER'S ATTENTION IS ALSO DRAWN TO CLAUSE 41 WHICH PERMITS ANY DISPUTES TO BE RESOLVED BY ARBITRATION.

All headings are indicative and do not form part of these conditions.

DEFINITIONS AND APPLICATION

1. In these conditions the following words will have the following meanings:

"Company": Bright Customs UK is the trading name of Bright Removals Limited a Company Registered in England under Reg No. 0906698

"Consignee": the Person to whom the goods are consigned.

"Customer": any Person at whose request or on whose behalf the Company undertakes any business or provides advice, information or services;

"Direct Representative": the Company acting in the name of and on behalf of the Customer and/or Owner with HM Revenue and Customs ("HMRC") as defined by Article 18 of Regulation (EU) No. 952/2013 of the European Parliament and of the Council or as amended;

"Goods": the cargo to which any business under these conditions relates;

"He": includes all genders.

"HMRC": His Majesty's Revenue and Customs.

"Person": natural person(s) or any body or bodies corporate;

"LMAA": the London Maritime Arbitrators Association;

"Transport Unit": packing case, pallets, container, trailer, tanker, or any other device used whatsoever for and in connection with the carriage of Goods by land, sea or air;

"Owner": the Owner of the Goods or Transport Unit and any other Person who is or may become interested in them.

"VAT": Value Added Tax.

2. Subject to clause 3 all and any activities of the Company in the course of business, whether gratuitous or not, are undertaken subject to these conditions.
3. If any legislation, to include regulations and directives, is compulsorily applicable to any business undertaken, these conditions will, as regards such business, be read as subject to such legislation, and nothing in these conditions will be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation, and if any part of these conditions be repugnant to such legislation to any extent, such part will as regards such business be overridden to that extent and no further.
4. The Customer warrants that he is either the Owner, or the authorised agent of the Owner and, also, that he is accepting these conditions not only for himself, but also as agent for and on behalf of the Owner.

THE COMPANY

5. Subject to clauses 14 – 16 below the Company will be entitled to procure any or all of the services as an agent, or, to provide those services as a principal.
6. The Company reserves to itself full liberty as to the means, route and procedure to be followed in the performance of any service provided in the course of business undertaken subject to these conditions.
7. When the Company contracts as a principal for any services, it will have full liberty to perform such services itself, or, to subcontract on any terms whatsoever, the whole or any part of such services.
8. When the Company acts as an agent on behalf of the Customer:
 - the Company will be entitled, and the Customer hereby expressly authorises the Company, to enter into all and any contracts on behalf of the Customer as may be necessary or desirable to fulfil the Customer's instructions, and whether such contracts are subject to the trading conditions of the parties with whom such contracts are made, or otherwise; and
 - the Company must, within 14 days' notice given by the Customer, provide evidence of any contract entered into as agent for the Customer. Insofar as the Company may be in default of the obligation to provide such evidence, it will be deemed to have contracted with the Customer as a principal for the performance of the Customer's instructions.
9. In all and any dealings with HMRC for and on behalf of the Customer and/or Owner, the Company is deemed to be appointed, and acts as, Direct Representative only.
10. Subject to clause 11 below, the Company:
 - has a general lien on all Goods and documents relating to Goods in its possession, custody or control for all sums due at any time to the Company from the Customer and/or Owner on any account whatsoever, whether relating to Goods belonging to, or services provided by or on behalf of the Company to the Customer or Owner. Storage charges will continue to accrue on any Goods detained under lien;

- will be entitled, on at least 21 days' notice in writing to the Customer, to sell or dispose of or deal with such Goods or documents as agent for, and at the expense of, the Customer and apply the proceeds in or towards the payment of such sums;
 - must, upon accounting to the Customer for any balance remaining after payment of any sum due to the Company, and for the cost of sale and/or disposal and/or dealing, be discharged of any liability whatsoever in respect of the Goods or documents.
11. When the Goods are liable to perish or deteriorate, the Company's right to sell or dispose of or deal with the Goods will arise immediately upon any sum becoming due to the Company, subject only to the Company taking reasonable steps to bring to the Customer's attention its intention to sell or dispose of the Goods before doing so.
 12. Should the Customer, Consignee or Owner of the Goods fail to take delivery at the appointed time and place when and where the company is entitled to deliver, the Company will be entitled to store the Goods, or any part thereof, at the sole risk of the Customer or Consignee or Owner, whereupon the Company's liability in respect of the Goods, or that part thereof, stored as aforesaid, will wholly cease. The Company's liability, if any, in relation to such storage, will be governed by these conditions. All costs incurred by the Company as a result of the failure to take delivery will be deemed as freight earned, and such costs will, upon demand, be paid by the Customer.
 13. The Company will be entitled at the expense of the Customer to dispose of or deal with (by sale or otherwise as may be reasonable in all the circumstances):
 - after at least 21 days' notice in writing to the Customer, or (where the Customer cannot be traced and reasonable efforts have been made to contact any parties who may reasonably be supposed by the Company to have any interest in the Goods) without notice, any Goods which have been held by the Company for 60 days and which cannot be delivered as instructed; and
 - without prior notice, any Goods which have perished, deteriorated, or altered, or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to the Company, or third parties, or to contravene any applicable laws or regulations.
 14. No insurance will be effected by the Company in any circumstances and the Customer must effect all insurances necessary at its own cost.
 15. Where the Customer does not advise the Company of any Marine Insurance that must be declared to HMRC for the shipment, the Company will be entitled to assume that the Customer has not arranged any Marine Insurance and entry to HMRC will be made without an insurance percentage.
 16. Except under special arrangements previously made in writing by an officer of the Company so authorised, or made pursuant to or under the terms of a printed document signed by the Company any instructions relating to the delivery or release of the Goods in specified circumstances (such as, but not limited to, against payment or against surrender of a particular document) are accepted by the Company, where the Company has to engage third parties to effect compliance with the instructions, only as agents for the Customer.

17. Despite the acceptance by the Company of instructions from the Customer to collect freight, duties, charges, dues, or other expenses from the Consignee, or any other Person, on receipt of evidence of proper demand by the Company, and, in the absence of evidence of payment (for whatever reason) by such Consignee, or other Person, the Customer will remain responsible for such freight, duties, charges, dues, or other expenses.
18. The Company will not be under any liability in respect of such arrangements as are referred to under clauses 17 and 18 hereof save where such arrangements are made in writing.
19. Advice and information, in whatever form it may be given, is provided by the Company for the Customer only. The Customer will indemnify the Company against all loss and damage suffered as a consequence of passing such advice or information on to any third party.
20. Without prior agreement in writing by an officer of the Company so authorised, the Company will not accept or deal with Goods that require special handling regarding carriage, handling, or security whether owing to their thief attractive nature or otherwise including, but not limited to bullion, currency, securities, precious stones, jewellery, valuables, antiques, pictures, human remains, living creatures, plants. Should any Customer nevertheless deliver any such goods to the Company, or cause the Company to handle or deal with any such goods, otherwise than under such prior agreement, the Company will have no liability whatsoever for or in connection with the goods, howsoever arising.
21. Except pursuant to instructions previously received in writing and accepted in writing by the Company, the Company will not accept or deal with Goods of a dangerous or damaging nature, nor with Goods likely to harbour or encourage vermin or other pests, nor with Goods liable to taint or affect other Goods. If such Goods are accepted pursuant to a special arrangement, but, thereafter, and in the opinion of the Company, constitute a risk to other goods, property, life or health, the Company will, where reasonably practicable, contact the Customer in order to require him to remove or otherwise deal with the goods, but reserves the right, in any event, to do so at the expense of the Customer.

THE CUSTOMER

22. The Customer warrants:
 - that the following (furnished by on or behalf of the Customer) are full and accurate: the description and particulars of any Goods; any information furnished (including but not limited to, the nature, gross weight, gross mass (including the verified actual gross mass of any container packed with packages and cargo items), and measurements of any Goods); and the description and particulars of any services required by or on behalf of the Customer are full and accurate, and;
 - that any Transport Unit and/or equipment supplied by the Customer in relation to the performance of any requested service is fit for purpose;
 - that all Goods have been properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions affecting the Goods and the characteristics of the Goods;

- that where the Company receives the Goods from the Customer already stowed in or on a Transport Unit, the Transport Unit is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded therein, or thereon;
 - that where the Company provides the Transport Unit, on loading by the Customer, the Transport Unit is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded therein, or thereon.
23. Without prejudice to any rights under clause 21, where the Customer delivers to the Company, or causes the Company to deal with or handle Goods of a dangerous or damaging nature, or Goods likely to harbour or encourage vermin or other pests, or Goods liable to taint or affect other goods, whether declared to the Company or not, he shall be liable for all loss or damage arising in connection with such Goods, and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith, and the Goods may be dealt with in such manner as the Company, or any other person in whose custody they may be at any relevant time, will think fit.
24. The Customer undertakes that no claim will be made against any director, servant, or employee of the Company which imposes, or attempts to impose, upon them any liability in connection with any services which are the subject of these conditions, and, if any such claim should nevertheless be made, to indemnify the Company against all consequences thereof.
25. The Customer must save harmless and keep the Company indemnified from and against:
- all liability, loss, damage, costs and expenses whatsoever (including, without prejudice to the generality of the foregoing, all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any authority in relation to the Goods) arising out of the Company acting in accordance with the Customer's instructions, or arising from any breach by the Customer of any warranty contained in these conditions, or from the negligence of the Customer;
 - without derogation from clause 25.2 above, any liability assumed, or incurred by the Company when, by reason of carrying out the Customer's instructions, the Company has become liable to any other party;
 - all claims, costs and demands whatsoever and by whomsoever made or preferred, in excess of the liability of the Company under the terms of these conditions, regardless of whether such claims, costs, and/or demands arise from, or in connection with, the breach of contract, negligence or breach of duty of the Company, its servants, sub-contractors or agents;
 - any claims of a general average nature which may be made on the Company.
26. In relation to HMRC Import Charges that where VAT is payable upon entry but not Import Duty, the Customer must inform the Company of any UK charges that are liable to Import VAT on the HMRC entry at the time of presenting the shipping paperwork to included, without limitation, shipping terminal and release charges, UK delivery costs, and insurance on UK charges. If the Customer does not present the Company with this information, the Company will assume that it is unknown to the Customer and will rely on HMRC's Local Freight Scales and the charges for calculating this can be passed onto the Customer on request which is a

set rate, agreed by HMRC for unknown UK shipping charges, that are liable to Import VAT, but not Import Duty.

27. The Customer must inform the Company of any marine insurance factor upon presenting shipping papers, otherwise the Company will assume that the goods to be entered to HMRC have not been insured.
28. The punctual receipt in full of sums falling due from the Customer to the Company is critical to the operation of the Company's business and its performance of its obligations to the Customer.
29. Accordingly, the Customer must pay to the Company in cash, or as otherwise agreed, all sums when due, immediately and without reduction or deferment on account of any claim, counterclaim or set-off. Time is of the essence of payment of all and any sums payable by the Customer to the Company.
30. In the event of any failure by the Customer to make full and punctual payment of any sum payable to the Company (in accordance with clause 28 above):
 - Any and all other sums properly earned by and/or otherwise due to the Company (but which, but for this clause 30.1, would otherwise not yet be payable by the Customer, whether by virtue of an agreed credit period or otherwise) will become immediately payable in full; and
 - Any sum thereby becoming immediately payable will be paid to the Company in cash, or as otherwise agreed, and without reduction or deferment on account of any claim, counterclaim or setoff.
31. No omission to seek compensation for breach of 30.1 and 30.2 above by the Company will constitute a waiver or release to the Customer from any liability 30.1 and 30.2 above during the application of these terms unless agreed in writing by authorised officers of the Company and Customer.
32. The Late Payment of Commercial Debts (Interest) Act 1998, as amended, will apply to all sums due from the Customer.
33. Where liability arises in respect of claims of a general average nature in connection with the Goods, the Customer will promptly provide security to the Company, or to any other party designated by the Company, in a form acceptable to the Company.

LIABILITY AND LIMITATION - PLEASE READ THIS SECTION CAREFULLY

34. The Company will perform its duties with a reasonable degree of care, diligence, skill and judgment.
35. The Company will be relieved of liability for any loss or damage if, and to the extent that, such loss or damage is caused by:
 - strike, lock-out, stoppage or restraint of labour, the consequences of which the Company is unable to avoid by the exercise of reasonable diligence; or

- any cause or event which the Company is unable to avoid, and the consequences of which the company is unable to prevent by the exercise of reasonable diligence.
36. Except under special arrangements previously made in writing by an officer of the Company so authorised, the Company accepts no responsibility with regard to any failure to adhere to agreed departure or arrival dates of Goods.
37. Notwithstanding the provisions of clauses 25 and 35 above, any claim by the Customer against the Company arising in respect of any service provided for the Customer, or which the Company has undertaken to provide, will be made in writing and notified to the Company within 14 days of the date upon which the Customer became, or ought reasonably to have become, aware of any event or occurrence alleged to give rise to such claim, and any claim not made and notified as aforesaid will be deemed to be waived and absolutely barred, except where the Customer can show that it was impossible for him to comply with this time limit, and that he has made the claim as soon as it was reasonably possible for him to do so.
38. Notwithstanding the provisions of clause 37 above, the Company will in any event be discharged of all liability whatsoever and howsoever arising in respect of any service provided for the Customer, or which the Company has undertaken to provide, unless suit be brought and written notice thereof given to the Company within nine months from the date of the event or occurrence alleged to give rise to a cause of action against the Company.

JURISDICTION AND LAW

39. These conditions and any act or contract to which they apply will be governed by the law of England and Wales.
40. Any dispute arising out of any act or contract to which these Conditions apply will, be subject to the exclusive jurisdiction of the English courts.

ALTERNATIVE DISPUTE RESOLUTION

41. Notwithstanding clause 40 above, the Company is entitled to require any dispute to be determined by Arbitration.
42. The Company may exercise its rights under clause 41 above either by itself commencing arbitration under the LMAA's procedures in respect of a dispute or by giving written notice to the Customer requiring a dispute to be determined by arbitration.