

### **Sea Kargo Ltd Terms & Conditions**

These conditions explain the rights, obligations, and responsibilities of all parties to this Agreement. Where we use the words 'You' or 'Your', these mean the "Customer". By Customer, we are referring to the Company or individual services are being provided too by Sea Kargo Ltd. 'We', 'Us, or 'Our' means the "Company". The "Company" being Sea Kargo Ltd with UK registration number 7513821.

Please note these terms and conditions can be amended without notice. These terms and conditions can always be viewed via our website ([www.seakargo.com](http://www.seakargo.com)).

In addition to these terms and conditions all business undertaken is subject to the standard trading conditions of the British International Freight Association (BIFA) latest edition. Copies are available upon request. Your attention is drawn to clause 26 of the BIFA Standard Trading Conditions.

Please [click here](#) to view.

Relating to all Warehouse services in addition to these terms and conditions all business undertaken is subject to the UKWA Terms & Conditions. Copies are available upon request.

Please [click here](#) to view.

#### **1. Pricings/Rates**

- i. Our quotations provided will be issued by a sales representative of the Company. That representative will be able to assist you with any issues relating to pricings from that point.
- ii. All quotations provided will only be valid for that week (unless stated otherwise).
- iii. All quotations provided exclude (unless stated otherwise).
  - *Port charges*
  - *Import Duty & VAT*
  - *Customs examination charges*
  - *Detention, demurrage & quay rent*
  - *Additional headings (3 included in Customs Declaration)*
  - *UCN Fees (When there are multiple UCN's applicable for 1 x Customs Declaration, a UCN fee is applicable per UCN)*
  - *IPAFF's processing*
  - *Liner charges*
  - *Agency fee (for arrange the liner release)*
  - *CDS Immediate Payment fee (paying import Duty or VAT using our Government Gateway CDS account on the client's behalf)*
  - *Out of hours processing*
  - *Fumigation fee's*
  - *Disposal/abandonment charges for cargo and any other materials*
  - *Marine insurance*
  - *Auction storage charges*
  - *Any additional loading equipment such as bearers, air bags, nets, straps etc.*
  - *Postage fees*
  - *Bill of lading release charges*

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Charges available upon request.

- iv. If for any reason out the Companies control.
- *The procedure used for your Customs Declaration was incorrect.*
  - *The UCN was not used on your Customs Declaration.*
  - *Your Customs Declaration is required to be amended.*
  - *Containers cannot be collected or returned to the quay.*
  - *Re-work is required to be carried out on your cargo.*
  - *Damage is caused to your cargo.*
  - *Wear and tear is caused on your cargo due to longstanding.*
  - *Damage is caused to containers.*
  - *VBS slots are not available for you to arrange collections or deliveries from us.*
  - *There is a delay in the shipment or a change to the sailing schedule.*
  - *There is damage or total loss to your cargo.*
  - *Collection or delivery of your cargo can not take place.*

The Company will not accept any liability and additional charges will be applicable to the Customer. Charges available upon request.

- v. The Company will not accept any liability for any additional charges incurred due to any cause or event out of their control. The Company will show diligence to prevent any additional charges but, under certain circumstances additional charges may be incurred for unavoidable situations.
- vi. The below notice is required to be provided for any Customs Declarations processing.
- *Less than 10 headings = same day (before 4pm)*
  - *10-30 headings = 1 Day +*
  - *30+ headings = 2 Days +*

If the notice is not provided in accordance with the above, the Company will not accept any liability for any delays or charges incurred due to late processing. By providing notice to the Company, this contrasts of all relevant information and documentation being provided to the Company by the Customer to allow processing and completion of the Customs Declaration. The notice periods apply within the head office's opening hours which is Monday to Friday 9am to 5pm).

- vii. No free time is provided for storage at our warehouse facilities (unless stated otherwise). For weekly storage rates, storage is charged per week/or part thereof. For daily storage rates, storage is charged from the day of unloading or receiving up to and including the day of loading/collecting.
- viii. All collections or deliveries from our warehouse facilities must be booked via our VBS system available on our website (<https://seakargo.com/vbs/>). If a slot is not booked via our VBS system, the collection or delivery may be rejected, and the Company will not accept any charges that may be incurred. When a slot is booked, it is valid for 2 hours after the time of the slot, if your collection or delivery arrives after 2 hours from the time of the booking, you may be rejected, and the Company will not accept any charges that may be incurred (2 hours grace is not provided if this time goes past the opening hours).
- ix. All rates provided may vary for oversized or overweight cargo. Standard pallet sizes are 100 x 120cm which all rates will be based on (unless stated otherwise). For handball containers, the maximum weight of each carton must not exceed 15kgs or additional charges will be applicable.

- x. Both inside and outside storage is supplied by the Company at their warehouse facilities. If you require a specific storage type, this must be requested in writing to a representative of the Company. The Company will not accept any liability for damage or loss funds due to the incorrect storage conditions if the appropriate instructions where not provided.
- xi. You may be quoted certain charges in different currencies; the amounts will be calculated to GBP at the time of invoicing using HMRC's exchange rate for that month. HMRC update their exchange rate on a monthly basis which can be viewed using <https://www.gov.uk/government/publications/hmrc-exchange-rates-for-2022-monthly>.
- xii. All sailing dates provided are estimates, these may change without prior notice.
- xiii. Due to international shipping and no VAT being charged on certain services, any cancellations will cancel this, and VAT will be applicable on all charges applicable.
- xiv. For any import quotations provided, origin charges will not be included (unless stated otherwise). For any export quotations provided, destination charges will not be included (unless stated otherwise).
- xv. All prices quoted will exclude VAT. VAT will be charged on all charges unless.
  - *We handle the shipping of your cargo to/from the UK.*
  - *We arrange the import/export customs clearance on your cargo.*
  - *You are a registered Company outside of the UK.*
- xvi. Sea Kargo Ltd opening hours vary depending on the location the department is opening from. Please see below opening hours:
  - *Head Office, Unit 5 Summit Business Park, Langer Road, Felixstowe, IP11 2JB. Open Monday to Friday 9am to 5pm. Departments operating from this location are Forwarding, Customs, Transport & Accounts.*
  - *Felixstowe docks Warehouse Address, 13 Shed, Stone Grove Road, Felixstowe Docks, IP11 3SU. Open Monday to Friday 8am to 5pm. Departments operating from this location are Warehousing.*

Outside of these operating hours, services will not be actioned, emails and phone calls will not be monitored. For any out of hours services required, this must be requested during opening hours prior to the event, and authorised by a Director of the Company. If out of hours services are granted, additional charges will be applicable (unless stated otherwise). The Company will be closed on UK bank holidays.

- xvii. Changes to any information for collection and deliveries must be notified in writing, no later than 48 hours prior to the collection or delivery time booked. The written notification must be provided to the staff member you received the confirmation from for the collection and delivery. If notice is not provided within this notice period, the Company cannot guarantee the changes will be made, and any charges incurred will be liable to the client. The Company will not accept any additional charges that may be incurred.
- xviii. You must inform the Company of any discrepancies within 48 hours of being aware of the situation. If the Company is not notified of these within 48 hours, the Company will reject any claim and will not accept any liability for any loss or damage.

## 2. Payments

- i. All payments made to the Company by the Customer must be made via a BACS transfer. Cash or cheque will not be accepted.
- ii. A payment remittance must be sent for all payments and the reference used must be the Companies job reference or invoice number (both available on your invoice).

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- iii. For overseas payments, bank fees may be applicable which will not be accepted by the Company and any charges will be invoiced back to the Customer for payment, which will be due immediately even if you have credit terms in place.
- iv. The Company offers the below terms of payment.
  - *30 days credit*
  - *30 days net*
  - *Non credit*

This will depend on your application and the services that will be provided. It will state the payment terms on the invoice you receive. Information on your payment terms can be found from either the accounts department or your sales representative.

30 days credit means full payment must be received within 30 days from the date of the invoice. 30 days net means full payment must be received by the last working day of the next month from the date of invoice. Non-credit means no payment terms are in place and full payment must be received immediately (within 3 working days).

- v. Even if you have a credit account in place, no credit will be provided for:
  - *Import Duty & VAT*
  - *Liner charges*
  - *Freight charges*
  - *Detention, Demurrage & Quay rent*
  - *Customs inspection fees*
  - *Disposal/Abandonment charges*
  - *Tolls & Bridge Crossing fees*
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### 3. Loading and Transport at Origin and Destination

Once your booking has been made, the first part of the shipping timeline is loading and transport.

When sending consignments by LCL (Less Container Load) Or FCL (Full Container Load), If a live load is chosen you will be given a 1 hour "Free Time" to load the container. and any time thereafter is chargeable with or without notice.

### 4. Refunds

- xix. All refunds must be requested in writing to [accounts@seakargo.com](mailto:accounts@seakargo.com). You must provide the payment remittance along with the reason why you would like a refund.
- xx. All refunds will be reviewed and processed within 14 days from your written request. Please allow a further 14 days for the funds to appear in your account. Please note if for any reason your refund is not authorised, you will be informed via email within 14 days from your written request.
- xxi. If you are cancelling and requesting a refund, an administrative cancellation fee may be applicable of 15% of the invoice amount, in addition to any charges for work that may have already been carried out for you.