



**1. Definitions**

In these conditions the following expressions shall have the meanings respectively assigned to them, that is to say: "The Transporter(s)" (whether in regard to carriage or storage or otherwise) means Calibre Auto Logistics Ltd, any Calibre Routex Group Company, its subcontractors and their respective agents or servants.

"Trader" means any person, body, or Company sending or receiving, or desiring to send or receive, motor vehicle(s) by the services of the Transporter and includes, unless the context otherwise requires, their servants and agents.

"Sender" and Consignee" include, unless the context otherwise requires, their respective servants and agents.

"Motor Vehicle(s)" means any mechanically propelled vehicle(s) designed for use on roads and whether fully assembled or not.

"Movement" means movement under own power.

"Contract of Transport" means any contract which is entered into between the Transporter and the Trader for the transport, movement and/or storage of the Traders motor vehicles(s) which shall only be accepted by the Transporter subject to these Conditions which shall be deemed to be incorporated in any such contract.

"Consignment" means one or more motor vehicle(s) sent, consigned, or consolidated, at one time from one or more addresses by one sender to one destination.

"Sub-Contractor" means any carrier engaged by the Transporter to carry motor vehicle(s) on their behalf.

"SDR" means Special Drawing Rights as defined by the International Monetary Fund.

**2. Parties and Sub-contracting**

(1) The Transporter may engage sub-contractors to perform the contract of carriage or any part thereof on their behalf.

(2) The Transporter enters into the contract of transport for themselves and on behalf of their sub-contractors, agents and servants all of whom shall have the benefit of the contract and shall be under no liability to the Trader or anyone claiming through him in respect of the motor vehicle(s) greater than or in addition to that of the Transporter under the contract.

(3) In the event of the Sender being a Carrier or Bailee of the consignment, he shall (without prejudice to Condition 4 (2) hereof) hold to the benefit of the Transporter any like conditions to those in Clauses 1 and 2 hereof, which obtain in his own contract with his own Sender or Bailor. Without prejudice to the foregoing, in the case of the Sender (being a Carrier or Bailee as aforesaid) contracting on behalf of the Transporter for the benefit of like conditions for the Transporter, the Transporter hereby ratifies his act in making such a contract if the Transporter has not authorised such act.

**3. Consignment Note and Bill of Lading Instructions.**

Every consignment shall, except as otherwise arranged, be accompanied by a consignment note or Bill of Lading Instruction containing such particulars as the Transporter may reasonably require. The Transporter shall, if so required, sign a document prepared by the Sender acknowledging the receipt of the consignment, but no such document shall be evidence of the condition or of the correctness of the declared nature of the consignment at the time it is received by the Transporter

**4. Warranties**

(1) In the absence of written notice to the contrary given to the Transporter at the time of delivery to them, all motor vehicles are warranted by the Sender to be fit and roadworthy to be carried or stored.

(2) The sender also warrants that if the motor vehicle(s) are not his own unencumbered property he has the authority of all persons owning or interested in the motor vehicle(s) to enter into the contract, and contracts, on their behalf.

(3) The trader shall save harmless and keep the Transporter indemnified from and against any claims of a General Average nature which may be made on the Transporter and that where liability arises in respect of claims of a General Average nature in connection with the Motor Vehicle(s) the Trader shall promptly provide security to the Transporter, or to any other party designated by the Transporter in a form acceptable to the Transporter

**5. Indemnity**

(1) The Sender and/or the Trader shall save harmless and keep the Transporter indemnified against all claims and demands of any kind whatsoever (including without prejudice to the generality of the foregoing claims or demands based on the alleged negligence by the Transporter) by whomsoever they are made, greater than, or in addition to, the liability of the Transporter under these Conditions.

(2) The Trader and/or the Sender shall indemnify the Transporter against all liabilities and costs incurred by the Transporter (including but not limited to claims, demands, demurrage, detention, court proceedings, fines, penalties, damages, expenses, and loss of or damage to the carrying vehicle and to cars being carried) by reason of any error, omission, mis-statement, fraud or misrepresentation by the Sender or Trader.



## 6. Liability for loss, mis-delivery, damage or delay

(A) Subject to these Conditions the Transporter shall be liable for:

(1) Any loss, mis-delivery, damage or delay to motor vehicles occasioned during transit as defined by these Conditions **unless** the Transporter shall indicate that such loss, mis-delivery, or damage has arisen from:

(a) Act of God;

(b) any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power of confiscation, requisition, destruction of or damage to property by or under the order of any government or public or local authority;

(c) seizure under legal process;

(d) act or omission of the Trader;

(e) latent or inherent defect in the motor vehicles or deterioration, leakage or deficiency of any component parts of a leaky nature;

(f) riots, civil commotion, strikes, lockouts, stoppage or restraint of labour from whatever cause;

(g) consignee not taking or accepting delivery within a reasonable time;

(h) circumstances which the Transporter could not avoid and the consequences of which they were unable to prevent.

(i) Damage to the motor vehicle(s) that may be obscured by reason of darkness, ice, snow, rain spots, wetness, dirt, dust, grease or mud, sheeting or covering of which the Transporter will note, at the time of collection or taking the motor vehicle(s) into his possession, on the transport documents. Damage that cannot be reasonably seen, such as but not limited to, underneath the motor vehicle, underneath the dashboard, in the glove compartment, underneath the fabric, or within the boot or engine compartment. Damage that could not reasonably be seen at the distance of two metres with a limitation of two minutes per check per motor vehicle at the time of loading.

(j) Failure by the sender or trader or consignee to advise in writing, at the time of making the contract of transport, that there are mobile or fixed telephones, discs, books, manuals or similar, extra ignition keys, satellite navigation equipment, televisions, remote controls, DVD players, audio and/or similar equipment present inside the motor vehicle(s), or equipment not related to that motor vehicle(s) either inside the car, the glove department, or boot.

(k) Failure by the Sender, Trader, or Consignee to notify the Transporter, in writing, specific delivery date(s) for the consignment at or before the time of booking and to which the Transporter will confirm acceptance of the delivery date(s) in writing and increased freight rates or charges have been agreed. Any acceptance of specific delivery dates by the Transporter is always subject to sub clauses (a) – (j) above and clause 7 (2) below.

Provided that:

(i) where loss, mis-delivery, damage or delay arises and the Transporter has failed to prove that they used all reasonable foresight and care in the transport or movement of the motor vehicles, the Transporter shall not be relieved from liability for such loss, mis-delivery or damage;

(ii) The Transporter shall not incur liability of any kind in respect of the motor vehicles where there has been fraud on the part of the Trader.

(B) Second-hand or used motor vehicles are accepted by the Transporter for delivery at owner's risk, and the Transporter shall not be liable for any loss, mis-delivery of or damage or delay to the motor vehicles however caused, except upon proof by the Trader that the same was caused by the wilful misconduct of the Transporter.

## 7. Limit of liability

(1) Subject to these Conditions, and any conflicting compulsory legislation or alternative conditions of carriage as detailed in clause 19, the liability of the Transporter shall in the case of UK TRANSPORT be limited to:

(a) The cost of repairing or replacing a damaged or missing motor vehicle(s), article or component thereof; or

(b) The wholesale cost, less tax, of motor vehicle(s), article or component part lost or damaged, whichever is the less.

In the case of UK-EUROPE-UK TRANSPORT.

(c) The conditions, exclusions, limitations and limited liabilities of the Convention on the Contract for the International Carriage of goods by road – (CMR).

In the case of UK-WORLDWIDE-UK TRANSPORT BY SEA, AIR, RAIL, OR INLAND WATERWAY.

(d) The exclusions, limitations, and limited liabilities of the British International Freight Association (BIFA).

THE LIMITED LIABILITIES OF THE CMR CONVENTION AND BIFA ARE CALCULATED IN SDR'S AND DO NOT REPRESENT THE FULL VALUE OF ANY POTENTIAL DAMAGE OR LOSS. THE TRANSPORTER ADVISES THAT THE TRADER TAKES OUT A MARINE ALL RISK INSURANCE POLICY TO COVER THE FULL VALUE OF THE MOTOR VEHICLE(S) AND/OR ANY GENERAL AVERAGE CONTRIBUTION OR DEPOSIT.

(2) The Transporter shall not in any case be liable for indirect or consequential loss, such as (but not limited to) loss of profit loss of market or the consequences of delay or deviation however caused or losses attributable to the devaluation of any motor vehicle(s) after repair, in the event of damage, however caused, by reason of a revaluation of Insurers, the trader, sender, or consignee, of the said motor vehicle(s).

(3) Copies of the CMR convention and BIFA conditions are available on request.



#### 8. Time Limits

(A) If the Trader takes delivery of motor vehicle(s) and does not make reservations to the Transporter in regard to apparent loss or damage, giving a general description of the loss or damage on the Transporter's delivery documents at the time of delivery, the fact of the Trader taking delivery shall be prima facie evidence the Trader has received the motor vehicle(s) in good condition or as described on the consignment note and/or receipt given by the Transporter to the Sender.

(B) The Transporter shall not be liable:

(i) for damage, mis-delivery or delay unless they are advised thereof in writing (other than on the Transporters documents) to the Transporters Head office and any subsequent claim is made in writing to the Transporters head office within seven clear days of the end of transit of the consignment, or the part of the consignment in respect of which the claim arises.

(ii) in the case of non-delivery of the whole of a consignment or any separate vehicle forming part of a consignment, the Transporter shall not be liable unless they are advised of the non-delivery in writing (other than on the Transporter's documentation) within twenty-eight days and the claim made within forty-two days after the consignment was handed to the Transporter by the Sender. Provided that if in any particular case a Trader proves that:

(a) it was not reasonably possible for the Trader to advise the Transporter in writing or to make his claim in writing within the aforesaid times and;

(b) such advice or claim was given or made within a reasonable time;

(c) there has been no prejudice to the Transporter thereby the Transporter shall not have the benefit of sub-clauses B (i) and (ii) of this Condition.

(C) (i) The Trader shall grant the Transporter facilities to inspect any damage within a reasonable time before repairs are effected; and

(ii) in the case of loss and/or damage and/or other expense, unless the final account representing the claim for the cost of remedial work and/or loss or expense is submitted within sixty clear days of transit, the Transporter shall not be liable at all.

(D) (i) The Transporter shall in any event be discharged from all liability whatsoever in respect of the consignment unless suit is commenced within a period of time of one year from the termination of the transit or, in the case of loss, mis-delivery or non-delivery, of the whole of the consignment from the said twenty-eight days referred to in Condition 8 B (ii) hereof.

(ii) If not later than five days before the expiration of the said period, or any agreed extension thereof, the claimant requests an extension of the said one year period, the said time shall continue until the Transporter's reply. If the said request is refused, the said time shall continue for a further fourteen days after the day when the claimant has been advised of such refusal.

#### 9. Transporters Charges

(1) The Transporter's charges shall be payable by the Sender without prejudice to the Transporter's rights against the Consignee or any other persons

(2) Charges shall be payable upon delivery. Without prejudice to the foregoing the Trader may pay periodically, provided each and every invoice is paid within 14 days of the date thereon. In case of late payment the Transporter, in addition, is entitled to charge interest at 2% per month or part thereof.

(3) A claim, counter-claim or set-off shall not be made the reason for deferring or withholding payment of monies otherwise due to the Transporter.

(4) Where a charge or part thereof is deducted then the balance of the account MUST be remitted; details of deducted items, together with the reason for deduction, must be notified in writing to the Transporter's Credit Controller within the period of credit allowed in Clause 9-(2) hereof at the address shown on the account.

(5) Prices charged by the Transporter shall be those ruling on the day of final delivery.

(6) All previous Terms of Credit issued are hereby cancelled unless specially agreed by the Directors of Calibre Auto Logistics Ltd.

#### 10. Collection of vehicles at Transporter's premises

The Transporter shall not be liable to hand over at their premises any motor vehicles unless:

(a) the release note sent by the Transporter to the Trader, and

(b) an order in writing signed by the Trader is produced. The Trader or his servant or agent shall, if the Transporter so requires, be present at the time of handing over the motor vehicle(s) and shall give a signature of receipt of the motor vehicle(s).

#### 11. Transit

(1) Transit begins when the motor vehicle(s) are handed to or collected by the Transporter for carriage.

(2) Transit shall be suspended:

(a) when motor vehicles are held by the Transporter at some place other than the destination at the request or for the convenience of the Trader or because the Trader refuses or is unable to take delivery at the destination; or

(b) when the motor vehicle(s) are detained for customs purposes; and shall be resumed when the Transporter resumes the carriage of the motor vehicle(s).

(3) Transit shall (unless otherwise previously determined) end:

(a) in the case of motor vehicles to be delivered by the Transporter, when they are tendered at the usual place of delivery within the customary carriage hours of the delivery district, or at such other times or places as may be agreed between the Transporter and the Trader.



(b) in the case of motor vehicles not to be delivered by the Transporter or to be retained by the Transporter awaiting order, at the expiration of one clear day after notice of arrival has been given either orally or in writing to the Consignee or Sender.

(c) in the case of deep sea transport transit shall end when the motor vehicle, or the conveyance or container it is carried in, has been landed on the designated arrival quay and before being unpacked.

#### **12. Storage of motor vehicles**

(1) Motor vehicles held in store prior to despatch, and/or after termination, or during suspension of transit, as defined in Condition 11 hereof, will be held by the Transporter, as warehousemen, subject to their usual charges for warehousing and to the condition that the Transporter will not be liable for any loss or damage to the motor vehicles except upon proof that such loss or damage has been caused by the negligence of the Transporter, nor will the Transporter have liability for loss or damage caused directly or indirectly by theft, fire or flood, howsoever arising.

(2) The Transporters liability for any loss or damage to motor vehicles held by them as Warehousemen pursuant to this Condition shall in any case be subject to the exclusions in Condition 6 and to the limits and exclusions in Condition 7 of these Conditions.

(3) Notwithstanding sub clauses (1) and (2) above if the trader, sender, consignee or consignor requires the Transporter to arrange storage of any motor vehicle(s) the Transporter will offer on request, at terms to be agreed, an insurance policy providing enhanced protection but only against the terms and conditions of the said policy which contains exclusions and conditions of liability. A copy of the said policy will be provided on request.

#### **13. Means of Transport**

(1) Motor vehicles accepted by the Transporter for carriage may be carried by such means of transport and by such route as the Transporter thinks fit and these Conditions shall apply by whatever means or route the motor vehicles are carried.

(2) In the case of loss, mis-delivery, damage or delay proved by the Transporter to have occurred at sea, the Trader shall have the same but no greater rights against the Transporter as the Transporter has in respect of loss, mis-delivery, damage or delay under their contract of carriage pursuant to which the motor vehicle(s) were shipped on the vessel.

#### **14. Loading and unloading**

(1) On collection or delivery at a Trader's premises, the Transporter shall not be under any obligation to provide any plant, power or labour which in addition to the Transporter's carmen is required for loading or unloading at such premises

(2) The Transporter's servants have no authority to give assistance other than in loading or unloading at the designated place of collection or delivery and the Transporter shall not be liable for any loss or damage however caused by any such assistance being given.

(3) One hour is allowed, free of charge, for loading or unloading of one load of 8 cars or more. (pro rata for loads of less than 8 cars). After 1 hour the Transporter may charge delay or demurrage costs which will be advised in writing to the Trader.

(3) The trader warrants that all loading or unloading points designated can accept the Transporters delivery vehicles of up to 18 meters in length, 2.50 meters in width and 4.08 meters in height.

#### **15. Computation of time**

In the computation of time where the period provided by these Conditions is seven days or less, Saturdays, Sundays and Public Holidays shall not be included.

#### **16. Lien**

Motor vehicles delivered to the Transporter will be received and held by them subject

(a) to a particular lien for monies due to them for the carriage of and other proper charges or expenses upon or in connection with such motor vehicles; and

(b) to a general lien for any monies or charges due to them from the owners of such motor vehicles for any services rendered or provided in relation to the carriage or custody of the motor vehicles and/ or those previously carried and delivered and for which those services performed by the transporter remain unpaid.

In the case any lien is not satisfied within a reasonable time from the date upon which the Transporter first gives notice of the exercise of their lien to the owners of the motor vehicles, the motor vehicles may be sold and the proceeds of sale applied in or towards the satisfaction of every such lien and all proper charges and expenses in relation thereto, and the Transporter shall account to the owners of the motor vehicles for any surplus. The general lien conferred by this Condition shall not prejudice an unpaid vendor's rights of stoppage in transit.

#### **17. Advice of claims**

Claims against a Transporter are to be made in writing to the Claims and Insurance Department at the Transporter's Head Office.

(1) Service of a notice sent by post shall be deemed to have been made at the time when the notice would have been delivered in the ordinary course of post.



#### 18. Confidentiality

Advice, information, quotations, tenders or arrangements, in whatever form they may be given, are provided by the Company for the Trader and/or Sender only and the Trader and/or Sender shall not pass such advice, information, quote tender or arrangement, to any third party without the Transporters written agreement. The Trader and/or Sender shall indemnify the Transporter against all loss and damage suffered as a consequence of any breach of this condition by the Trader/Sender.

#### 19. Conflicting Legislation and BIFA Terms and conditions.

If any legislation or alternative conditions of carriage (such as, but not limited to) the Convention on the Contract for the International Carriage of Goods by Road – CMR, and BIFA conditions of carriage) is compulsorily or alternatively applicable to any business undertaken, these car conditions shall, as regards such business, be read as subject to such legislation or alternatively agreed conditions and the lower limits of liability detailed in that legislation or those alternative conditions will apply. However, nothing in these car conditions shall be construed as a surrender by the Transporter of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation or agreed alternative conditions and if any part of these car conditions be repugnant to such legislation or alternative conditions to any extent such part, shall as regards such business, be overridden to that extent and no further.

#### 20. Jurisdiction and Law

These conditions and any act or contract to which they apply shall be governed by English Law and any dispute arising out of any act or contract to which these conditions apply shall be subject to the exclusive jurisdiction of the English Courts.



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