

CALIBRE CAR CONDITIONS OF CARRIAGE (2024)

Please note that the Trader, Sender, or Consignee will not, in all circumstances, be entitled to compensation at all or to full compensation, for any loss and/or damage and, in addition, may be subject to certain obligations, warranties and indemnities detailed in these conditions. We recommend that a Marine All Risk Insurance policy is obtained by the Trader, Sender, or Consignee.

1. Definitions

In these conditions the following expressions shall have the meanings respectively assigned to them, that is to say: "The Transporter(s)" (whether regarding carriage or storage or otherwise) means Calibre Auto Logistics who are a trading division of the Calibre Routex Group Limited.

"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.

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

"Motor Vehicle(s)" means any mechanically propelled Motor 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, Sender or Consignee for the transport, movement and/or storage of the Trader's, Sender's, or Consignee's 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 Transport 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 any party claiming in respect of the Motor Vehicle(s) greater than or in addition to that of the Transporter's liability under the Contract of Transport.

(3) In the event of the Sender, Trader or Consignee 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 conditions which obtain in his own contract with his own sender or bailor. Without prejudice to the foregoing, in the case of the Sender, Trader or Consignee (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. Shipping and/or Bill of Lading Instructions.

Every Consignment shall, unless otherwise agreed by the Transporter in writing, be accompanied by full shipping instructions or Bill of Lading Instructions before the Motor Vehicles are due to be loaded on the shipping conveyance. The instructions shall contain such particulars as the Transporter may reasonably require which should include, but not be limited to, Consignor/Consignee details, goods description and any stipulations as required by Letters of Credit. The Transporter shall, if so required, sign a document prepared by the Sender, Trader or Consignee 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 and General Average claims.

(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 Trader, Sender, or Consignee to be fit, roadworthy, and free from latent or inherent defect to enable the Motor Vehicles to be safely carried, shipped, or stored.

(2) The Trader, Sender or Consignee 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, Sender or Consignee 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 shipment of the Motor Vehicle(s) the Trader, Sender or Consignee 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 Trader, Sender or Consignee 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 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 and/or the Consignee 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 conveyance or to the Motor Vehicles being carried) by reason of any error, omission, misstatement, fraud or misrepresentation by the Sender, Trader, or Consignee.

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 in **Condition 10 below unless** the Transporter shall demonstrate that such loss, mis-delivery, delay, 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, public or local authority.
 (c) Seizure under legal process.
 (d) Act or omission of the Trader, Sender, or Consignee.
 (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 a 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 Motor Vehicle, 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 to which the Transporter has confirmed 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 are always subject to condition 7 (2) below.**
 (l) Fraud on the part of the Trader, Sender, or Consignee.
(B) Second-hand or used Motor Vehicles are accepted by the Transporter for delivery at the risk of the Trader, Sender or Consignee 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, Sender, or Consignee that the same was caused by the wilful misconduct of the Transporter.
7. **Limit of liability/Time Limitations /Time Bar Provisions/Alternative Contracts of Transport or Legislation.**
 Subject to these Conditions, and any conflicting compulsory legislation or alternative Contracts of Transport **as detailed in conditions 11,12, and 18 below**, the liability of the Transporter shall in the case of **UK TRANSPORT** be limited and subject to the following conditions:
 (1) (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 the Motor Vehicle(s), article or component part lost or damaged, whichever is the less.
In the case of UK-EUROPE- UK OR INTER EUROPEAN TRANSPORT.
 (c) The conditions, exclusions, time limitations, time bar provisions, and limited liabilities of the Convention on the Contract for the International Carriage of goods by road – (CMR).
In the case of WORLDWIDE TRANSPORT BY SEA, AIR, RAIL, OR INLAND WATERWAY.
 (d) The conditions, exclusions, time limitations, time bar provisions, and limited liabilities of the standard conditions of the British International Freight Association (BIFA) current at the time of the relevant booking with the Transporter.
In the case of STORAGE.
 (e) The conditions, exclusions, time limitations, time bar provisions, and limited liabilities of the Road Haulage Association's (RHA) conditions of storage current at the time of the relevant booking with the Transporter **as defined in condition 11 below.**
- (2) The Transporter shall not in any case be liable for indirect or consequential loss to any Motor Vehicle such as (but not limited to) loss of profit, loss of market or the consequences of delay or deviation however caused, and/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 the Motor Vehicle by Insurers, the Trader, Sender, or Consignee, of the said Motor Vehicle(s).
- (3) Copies of the CMR convention, BIFA, and RHA conditions of storage are available on request or on the Calibre Routex Group Website.
- NOTE:
THE LIMITED LIABILITIES OF THE CMR CONVENTION AND BIFA CONDITIONS (WHICH ARE BOTH CALCULATED IN SDR'S) AND THE RHA CONDITIONS OF STORAGE DO NOT COMPENSATE FOR THE FULL VALUE OF ANY POTENTIAL DAMAGE OR LOSS. THE TRANSPORTER ADVISES THAT THE TRADER, SENDER, OR CONSIGNEE 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. AN ALL-RISK MARINE POLICY HAS ITS OWN POLICY CONDITIONS WHICH MAY INCLUDE INSTITUTE CARGO CLAUSES, EXCLUSIONS AND LIMITATIONS WHICH YOU ARE ADVISED TO CONSIDER.
- (4) If the Trader, Sender or the Consignee 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 or Consignee taking delivery shall be prima facie evidence the Trader or Consignee 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 or Trader.
 (A) 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 the 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 Motor 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 of the agreed delivery date and the written quantified claim made within forty-two days after the Consignment was handed to the Transporter by the Sender or Trader or Consignee. Provided that if in any case the Trader, Sender or Consignee proves that:

(a) it was not reasonably possible for the Trader, Sender, or Consignee to advise the Transporter in writing or to make his claim in writing within the aforesaid times.

(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 A (i) and (ii) of this Condition.

(B) The Trader, Sender, or Consignee shall grant the Transporter facilities to inspect any damage within a reasonable time before repairs are affected; and 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 the end of the transit, the Transporter shall not be liable at all.

(C) **Subject always to sub conditions (D) and (E) below** The Transporter shall in any event be discharged from all liability whatsoever in respect of the Consignment unless written notice of any proceedings and commencement of suit is received by the Transporter within one year from the termination of the transit or, in the case of loss, mis-delivery or non-delivery, of part or whole of the consignment, from one year from the expiry of the said twenty-eight days referred to in Condition 7 (A) (ii) above.

(D) In the case of Worldwide Transport by Sea, Air, Rail or Inland Waterway the Time Limits for making a claim and the Time Bar provisions of BIFA Standard Trading Conditions current edition apply,

(E) In the case of UK-Europe-UK or Inter Europe transportation the Time Limits for making a claim and the Time Bar provisions of The Convention on the Contract for the International Carriage of Goods by Road (CMR) apply.

8. **Transporters Charges.**

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

(2) Charges shall be payable upon delivery unless otherwise agreed in writing. Without prejudice to the foregoing the Trader, Sender or Consignee may pay the Transporter periodically, provided every invoice is paid within 14 days of the date thereon. In case of overdue payment of any account or invoice the Transporter shall be entitled to charge interest at 2% per month or part thereof of any amount exceeding the credit terms.

(3) A claim, counterclaim 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 from any invoice by written agreement with the Transporter 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 this condition at 8.(2) above at the address shown on the invoice.

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

(6) All previous Terms of Credit issued are hereby cancelled unless specially agreed by the Directors of the Transporters.

9. **Collection of Motor Vehicles at any of the Transporter's premises or nominated depots.**

The Transporter shall not be liable to hand over from any of their depots any Motor Vehicles unless:

(a) a written instruction is sent by the Trader, Sender, Consignee, or owner of the Motor Vehicle(s) to the Transporter and,

(b) an order in writing signed by the Trader, Sender, Consignee, or owner is produced detailing the identification details of the Motor Vehicle(s). 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) to the Transporter or his agents or servants.

10. **Transit and suspension of 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 in storage by the Transporter at some place other than their intended destination at the request of, or for the convenience of the Trader, Sender, or Consignee.

(b) Because the Trader or Consignee refuses or is unable to take delivery at the destination.

(c) When the Motor Vehicle(s) are detained for customs purposes. Transit shall be resumed when the Transporter resumes the carriage of the Motor Vehicle(s) after Customs clearance.

(d) When the Motor Vehicle(s) at the storage depot, **as defined in condition 11 below**, are awaiting shipping instructions from the Trader, Sender or Consignee or awaiting nomination of intended export vessel and before loading in a shipping container.

(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 cartage hours of the delivery district, or at such other times or places as may be agreed between the Transporter and either the Trader, Sender, or Consignee.

(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 in writing to the Consignee or Sender or Trader.

(c) in the case of Ocean transport, transit shall end when the Motor Vehicle(s) or the conveyance or container it is carried in, has been landed on the designated arrival quay, or Inland Container depot whichever is applicable, and before being removed from the container.

11. **Storage of Motor Vehicles.**
 (1) Motor Vehicles held in store at any depot nominated by the Transporter prior to despatch or awaiting nomination of an export vessel or after termination, or suspension of transit, **as defined in Condition 10 above**, will be held by the Transporter, as warehousemen, subject to their usual charges (if any) for warehousing and to the express 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.
 (2) The Transporter's liability for any loss or damage to Motor Vehicles held by them in storage as warehousemen pursuant to this Condition shall in any case be subject to the exclusions **detailed in Condition 6 and to the conditions, limitations, time bar provisions, and limited liabilities of the Standard conditions of the Road Haulage Association conditions of storage current at the time of the relevant booking with the Transporter.**
 (3) **Notwithstanding conditions (1) and (2) above** if the Trader, Sender, Consignee or Consignor requires the Transporter to arrange storage of any Motor Vehicle(s) the Transporter can 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 and certificate will be provided on request together with Information (an IPID document) and a key facts document explaining, inter alia, the policy conditions, exclusions, and limitations included in the policy.
 (4) The Transporter accepts no liability whatsoever and however arising for any Motor Vehicles delivered to any of the Transporter's depots by the Sender, Trader, or Consignee unless the Transporter has been advised in writing prior to the delivery at those depots by the Trader, Sender, or Consignee.
12. **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 during the sea, road, rail, air carriage, quayside, or inland depot at destination or origin, or at the storage depot prior to shipment, the Trader, Sender or Consignee 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 with the sea carrier, road carrier, rail carrier, or storage depot owner who all have conditions, exclusions, time limitations, and limited liabilities as detailed in **conditions 7 and 11 above.**
13. **Loading and unloading within the UK.**
 (1) On collection or delivery at a Trader's, Consignees or Senders 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 Motor Vehicles or more. (pro rata for loads of less than 8 Motor Vehicles). After 1 hour the Transporter may charge delay or demurrage costs which will be advised in writing to the Trader, Sender, or Consignee.
 (4) The Trader, Sender or Consignee warrants that all loading or unloading points designated can accept the Transporter's delivery vehicles of up to 18 meters in length, 2.50 meters in width and 5 meters in height and with loading and unloading length availability of up to 25 metres, and that all access points and roads to the designated loading/unloading premises are free from hazard, road works, overhanging trees, bushes or the like. Any such hazard must be notified to the Transporter at the time of booking.
14. **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.
15. **Lien**
 Motor Vehicles delivered to the Transporter will be received and held by them subject:
 (a) to a particular lien for monies due to the Transporter 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 the Transporter from the owners, Traders, Senders, or Consignee 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 that any outstanding amount due to the Transporter 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, Traders, Senders, or Consignee's of the Motor Vehicles, the Motor Vehicles may be sold and the proceeds of sale applied in or towards the satisfaction of every such outstanding amount and all proper charges and expenses in relation thereto, and the Transporter shall account to the owners, Traders, Senders, or Consignee's 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.
16. **Advice of claims.**
 Claims against the Transporter are to be made in writing to the Claims and Insurance Department at the Transporter's Head Office. 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.
17. **Confidentiality.**
 Advice, information, quotations, tenders, or arrangements, in whatever form they may be given, are provided by Calibre Auto Logistics or the Calibre Routex Group Limited for the Trader, Sender or Consignee only and the Trader, Sender or Consignee shall not pass such advice, information, quote, tender or arrangement, to any third party without the Transporter's written agreement. The Trader, Sender or Consignee shall indemnify the Transporter against all loss and damage suffered as a consequence of any breach of this condition.

18. **Conflicting Legislation (CMR) / and BIFA conditions and Road Haulage Association conditions of Storage 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 alternative trading conditions (BIFA conditions of carriage and Road Haulage Association conditions of storage) is compulsorily or alternatively applicable to any business undertaken as detailed in these conditions, **in particular conditions 7, 11 and 12 detailed above**, these Car Conditions shall, as regards such business, be read as subject to such legislation or alternative conditions of carriage or storage **and, where applicable, the lower limits of liability, exclusions, time limits for making a claim and time bar provisions 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 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.
19. **Marine All Risk Insurance.**
In the event that the Trader, Sender or Consignee is **not content** to rely on the exclusions, time limitations and limited liability of the CMR convention or alternative conditions of carriage as detailed in these conditions, in particular, but not limited to, **conditions 7, 11 and 18 as detailed above**, the Transporter will offer, at terms to be agreed, a Marine All Risk Insurance Policy. Any request by the Trader, Sender or Consignee to the Transporter to arrange a Marine All Risk Insurance Policy must be made, and accepted, in writing before such policy is implemented and, in all circumstances, before the contract of carriage, Transport or storage is agreed with the Trader, Sender or Consignee. An All-Risk Marine Insurance Policy has its own policy conditions which may include Institute Cargo Clauses, exclusions, and limitations and an Excess included in the Policy which you are advised to consider. A copy of the Policy, Certificate of Insurance, and information (an IPID document) and a key facts document explaining, inter alia, the Policy conditions, exclusions, and limitations included in the policy will be provided to the Trader, Sender, or Consignee on request or on the Transporter’s client Portal.
20. **Jurisdiction and Law.**
These conditions and any act or contract to which these conditions 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.