

CEVA Showfreight TERMS AND CONDITIONS



1. DEFINITIONS:

In these Terms and Conditions:

"Company" means CEVA Logistics Limited trading as CEVA Showfreight.

"Consignment" means the goods whether in bulk or in one or more packages accepted by the Company for transportation from one address to another address.

"Customer" means the party requesting the Company to provide the Services.

"Conditions" means these standard terms and conditions.

"Contract" means this contract for the provision of the Services.

"Exhibition" means an exhibition or other event in respect of which Services are to be provided.

"Price" means the price to be paid by the Customer stated on the face of this Contract and payable in accordance with the payment schedule for the Services set out.

"Services" means the services to be provided to the Customer by the Company.

"Specification" means the written specification for services, if any, agreed between the parties and attached to these Conditions in relation to an Exhibition and which shall form part of the Contract.

2. BASIS OF THE CONTRACT

2.1 The parties contract for the provision of the Services only under these Conditions

2.2 No variations to these Conditions or the Specification shall be binding unless agreed in writing between duly authorised representatives of the Company and Customer

2.3 No agent or employee other than a director or secretary of the Company has authority to make any representation or give any warranty about the Company's business or services

2.4 Any representation made or warranty given by the Company's directors or secretary shall not be binding unless and until confirmed in writing. In entering into this Contract the Customer acknowledges that it does not rely on, and waives any rights in respect of, any representation or warranty not properly confirmed in writing

2.5 The Customer acknowledges that in entering into this Contract, the Company relies on the accuracy of the information supplied by the Customer including the Specification if any

3. PROVISION OF THE SERVICES

3.1 The Company may operate at its absolute discretion as freight forwarder or agent of the Customer in respect of the Services. The Company shall only be obliged to provide as principal contractor or agent the Services set out in this Contract

3.2 The Company shall only be deemed to operate as the principal contractor in respect of those Services which it undertakes directly. In all other circumstances, the Company is the agent of the Customer and all contracts relating to the Services shall be entered into directly between the Customer and the other party

4. THE COMPANY ACTING AS AGENT FOR THE CUSTOMER

Where the Company acts as agent for the Customer in accordance with Condition 3.2, the following provisions shall apply:-

4.1 The Company shall have the right to do all things necessary or incidental to procure the provision of the Services to the Customer including entering into contracts on behalf of the Customer, so as to bind the Customer by such acts and contracts in all aspects

4.2 The Company shall be entitled to retain all commission paid to it as a result of acting as agent for the Company

5. CUSTOMER'S WARRANTIES

The Customer warrants and represents that:

5.1 It is either the owner or the authorised agent of the Owner of the goods or organiser of an Exhibition in each case with the authority of the owner to accept these Conditions on the owner's behalf

5.2 It is provided in the Specification that the Company is to be responsible for loading, unloading, assembly and/or disassembly of any exhibit, stand or other item at or for an Exhibition, the Customer warrants that:-

5.2.1 It shall give to the Company all necessary instructions in writing regarding the procedures to be followed in respect of the assembly or disassembly

5.2.2 The facilities at the Exhibition will be of a sufficient standard to allow the Company to complete the loading/unloading/assembly and/or disassembly within the time limits set out in the Specification

5.3 If the packaging of the consignment has been undertaken by a party other than the Company the customer warrants that:-

5.3.1 The Consignment will be safely secured and properly packed and labelled and will be fit and safe to be carried or stored and comply with all statutory or other regulations for carriage by road, air or sea and for mechanical handling and sorting as maybe in force from time to time

5.3.2 It shall make a complete written declaration of the nature and contents of the Consignment and in particular (but without limitation) will declare whether the Consignment contains any noxious, dangerous, hazardous, infested, contaminated or fragile goods

5.4 If the Consignment is to be imported or exported, the Customer shall verify that all necessary import/export regulations have been complied with and shall provide to the Company all necessary documentation relating to the Consignment including without limitation all documentation and information (including the VAT identity numbers of the Customer and Consignee) necessary to satisfy customs and excise authorities in the United Kingdom and the Country of origin or destination

5.5 The Company is not responsible for any fulfilment of customs formalities and/or payment of costs in respect thereof. Nevertheless, to the extent that the Company may voluntarily assist in the fulfilment of customs formalities, such assistance will be rendered the sole risk and responsibility of the Customer, who shall reimburse any costs incurred by the Company and indemnify the Company against, and hold it harmless from any claims in respect thereof, if not paid by the consignee or other person

5.6 The Company is not responsible for the packaging of any consignment but if in an individual case the Company agrees to provide suitable packaging this will be provided at the cost of the Customer

5.7 The Customer warrants that all information and documentation supplied by it to the Company including VAT identity numbers of the Customer and the Consignee (E.C. only) will be accurate and complete in all respects and will not omit any material facts

5.8 The Customer indemnifies the Company at all times against all penalties, claims, costs, damages, expenses and losses howsoever arising in respect of the carriage or storage of any noxious, dangerous, hazardous, infested, contaminated or fragile goods whether or not the Consignment is declared as such

5.9 The Customer indemnifies the Company against all penalties, claims, costs, damages, expenses and loss howsoever arising from the breach by the Customer of any warranty or representation herein contained

5.10 It is the Customer's responsibility to provide or arrange for the provision of all plant power or labour required in addition to the Company's employees to load or unload the Consignment. The Company shall have no liability for any act or omission of the Customer's employees or Agents. Notwithstanding the foregoing, the Company may at the Customers' request provide plant power or labour at an additional cost.

5.11 The Customer shall ensure that each Consignment will be properly and securely packaged, fit for transportation and in accordance with all relevant rules and regulations of the origin and destination countries and in accordance with carrier requirements

5.12 It is the responsibility of the Customer to ensure the company are given full details of any items that may be subject to export licence at the time of booking. The Customer must supply supporting documents and/or licences prior to movement of the freight.

6. INSPECTION OF CONSIGNMENT BY THE COMPANY

6.1 The Company shall have the right to undertake all reasonable inspections of the Consignment prior to or during loading/unloading or during transit. Such inspections may include without limitation physical inspection of the goods and inspection by electronic methods including x-ray

6.2 The Customer shall give prior written notice to the Company if it has reason to believe that any reasonable inspection that may be carried out, by the Company or otherwise, will harm any part of the Consignment in any way. The Company shall have no liability for any loss or damage arising from the failure of the Customer to comply with this requirement

7. PRICE AND PAYMENT

7.1 The Customer shall pay the Price plus applicable Value Added Tax in accordance with the payment schedule set out in the Contract, otherwise on immediate receipt of invoice. Payment shall be made without deduction and shall not be withheld or deferred on account of any claim, counterclaim or set-off. Import duties (if any), VAT and other related charges are payable by the Customer in advance of the Company having to make payment of the same.

7.2 If the Customer fails to make any payment on its due date then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

7.2.1 suspend the provision of any further Services to the Customer

7.2.2 charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 4% per annum above Barclays Bank base rate until payment is made in full

7.2.3 In the event that the Company is delayed at any premises at which it is to provide any of the Services in excess of 3 hours through no fault of the Company, it may charge the Customer its reasonable additional charges in respect of such delay

7.4 The Company's charges are calculated in pounds sterling. Accordingly, services invoiced in a foreign currency at the client's request are based on exchange rates in force at the time of invoice and are liable to surcharge in the event of fluctuation

7.5 The Customer is responsible for the payment of all duties and taxes payable in respect of the Consignment or any part thereof and accordingly shall indemnify and keep indemnified the Company from and against any claims in respect of the same, including in respect of any fines or interest payable

8. LIMITATION OF LIABILITY

8.1 The Company's liability under these Conditions shall be in lieu of any warranty or conditions implied by law as to the quality or fitness for any purpose of the Services and save as specifically provided for in these Conditions it shall not be liable by reason of any breach of contract or statutory duty or by reason of tort (including but not limited to negligence) for any loss of profit, loss of use, loss of production, loss of contracts or for any financial and economic loss for any direct or indirect or consequential loss or damage whatsoever

8.2 The Company is not a common Carrier and the Company reserves the right to refuse the carriage of any goods at its discretion

8.3 The Company shall not be liable in breach of these Conditions by reason of any delay in performing, or failure to perform, any of the Services or any part thereof if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded beyond the Company's reasonable control.

8.3.1 any act of God including adverse weather conditions

8.3.2 any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war

8.3.3 any act of terrorism

8.3.4 rebellion, insurrection, military or usurped power or confiscation, requisition, destruction of or damage to property or under the order of any governmental or public or local authority

8.3.5 any seizure under legal process

8.3.6 any act or omission of the Customer or those for whom he contracts or of the servants or agents of either

8.3.7 any inherent liability to wastage in bulk or weight, latent defect or inherent defect vice or natural deterioration of the goods

8.3.8 the inadequate or improper packing of the whole or part of the Consignment

8.3.9 the insufficient or incorrect labelling or addressing of the Consignment by the Customer

8.3.10 any riots, civil commotion, lockouts, general or partial stoppage or restraint of labour for whatever causes

8.4 Any claim brought by the Customer must be made in writing within 7 days of delivery of the Consignment

8.5 The Customer shall indemnify the Company against all duties, taxes, payments, fines, expenses, losses, damages (including physical damage) and liabilities in excess of the liability of the Company in accordance with these Conditions, suffered or incurred by the Company in the performance of its obligations under any contract to which these Conditions apply, including any liability to indemnify any other person against claims made against such other person by the Customer or by the Owner

8.6 No insurance will be effected except upon express instructions given in writing by the Customer and all insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk.

The Company shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy. Notwithstanding that the premium on the policy may not be the same as that charged by the Company to the Customer, the Company shall in no circumstances incur liability as insurer, and if for any reason the insurers dispute liability the Customer shall have recourse against the insurers only, however, this provision shall not detract from the rights of the Customer against the Company in respect of any negligence on the part of the Company in effecting insurance

8.7 The Customer shall be responsible at all times for the security of the Consignment including at an Exhibition. Accordingly, the Company shall have no responsibility or liability for any Consignments left unattended at an Exhibition.

9. MONETARY LIMIT OF LIABILITY OF THE COMPANY AS THE CARRIER

9.1 Carriage hereunder is governed by the Uniform Rules for a Combined Transport Document (Publication 298 of the International Chamber of Commerce, Paris, November 1975) and is subject to the following Convention(s) compulsorily applicable at the date of acceptance of the Goods by the Customer:

(i) Carriage by air is governed by the Warsaw Convention 1929, as amended if applicable

(ii) Carriage by road is governed by the Convention of the Contract for the International Carriage of goods by Road (CMR) as amended 1956

(iii) Carriage by sea is governed by the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading 1924 as amended by the Hague-Visby Rules and SDR Protocols of 1968 and 1979 respectively

(iv) Carriage by rail is governed by the Convention concerning International Carriage by Rail (COTIF) and Appendix B to this Convention, the Uniform Rules concerning the contract for International Carriage of Goods by Rail (CIM), Berne, 9th May 1980

Where none of the above Conventions apply compulsorily to the services by the Company such services shall be performed subject to British International Freight Association (BIFA) Standard Trading Conditions 2004

10. COMPANY ACTING AS A BOOKING AGENT OF THE CUSTOMER

10.1 If the Company as agent of the Customer makes any bookings for courier services, the Company shall have no liability in respect of the same and the Customer acknowledges that its sole recourse is to the courier company concerned

11. UNDELIVERED OR UNCLAIMED GOODS

11.1 If the Company is unable to deliver the goods (or any part thereof) the Company shall be entitled to store the goods or any part thereof at the sole risk and expense of the Customer. The Company shall give written notice ("the Notice") to the Customer advising the Customer that it has the goods and, in the event of the Customer being unable to facilitate delivery thereof, advising the Customer from where the goods may be collected

11.2 If the Customer fails to take delivery of the goods or provide alternative delivery or disposal instructions within 28 days of service of the Notice, the Company shall have the right to sell the undelivered goods as if it were the absolute owner and to pass unencumbered title to the purchaser

11.3 The Company shall be entitled to deduct from the proceeds of sale:

11.3.1 any outstanding costs incurred by the Company in providing the Services

11.3.2 any interest accrued on the outstanding costs of Services

11.3.3 any other costs associated with the failure to deliver the goods (for example, storage charges)

11.3.4 all reasonable costs and expenses incurred in relation to the sale of the goods

11.3.5 VAT, where applicable

11.4 After the deduction of all sums under Clause 11.3, the Company shall account to the Customer for the net proceeds of sale

12. GENERAL

12.1 The Company shall be entitled to carry out its obligations under the Contract through any agents or sub-contractors appointed by it in its absolute discretion

12.2 This Contract contains the entire agreement between the parties regarding the subject matter hereof

12.3 Any notice to be given under this Contract shall be given in writing and sent by first class prepaid mail to the address of the other party set out on the face of the Contract and shall be deemed served on the 2nd working day after posting

12.4 Failure by the Company to exercise or enforce any rights conferred upon it under these Conditions shall not be deemed to be a waiver of any such rights or operate so as to prevent the exercise thereof at any time

12.5 This Agreement shall be governed by and construed in all respects with the laws of England and the parties submit to the exclusive jurisdiction of the English Courts

CEVA Showfreight, A Division of CEVA Logistics Limited

CEVA House, Excelsior Road, Ashby de la Zouch, Leicestershire, LE65 1NU. Telephone (01530) 568500. Telefax 0870 889 7063

Jan 2010