

Terms & Conditions



1.	DEFINITIONS	of these Conditions and the remainder of the provision in question shall not be affected thereby.	after delivery or second working day where transport by railway is involved. Extra charges may apply for restitution of Transport Units elsewhere.
1.1	In these conditions:	2.8	COMPANY'S CHARGES
	<ul style="list-style-type: none"> - "the Company" – means the relevant contracting entity within the George Baker Group Limited group of companies including George Baker (Air & Sea) Limited; George Baker (Shipping) Limited; George3. Baker (Transport) Limited; George Baker (Europe) Limited; George Baker (Logistics) Limited and any other company within the group; - "the Customer" - means any person at whose request or on whose behalf the Company undertakes any business or provides advice, information or services; - "the Conditions" or "these Conditions" - means these General Conditions of the Company (as varied from time to time in accordance with clause 2.5 below) and any other terms and conditions referred to in clause 2; - "the Goods" - means all goods and merchandise which the Company agrees to carry on behalf of the Customer or Owner; - "the Possessory Items" - means Goods, documents relating to Goods and equipment belonging to the Customer or Owner used in the carriage of Goods that are in the Company's possession, custody or control; - "Direct Representative" - has the meaning as set out in the BIFA Terms; - "Indirect Representative" - has the meaning set out at Article 18 of the UCC; - "Owner" – means the owner of the Goods, documents relating to the Goods or equipment used in the carriage of the Goods and any other party who is or may become interested in them; - "Banned Goods" - means those Goods for which importation, exportation or carriage are prohibited by law or other regulations for reasons such as health, environment, safety, security or legislation; - "Theft Attractive Goods" - means Goods that susceptible to theft or loss due to their portable nature, value and attractiveness for personal use or resale; - "Transport Unit" - means any device used for the carriage, transportation or storage of the Goods including any container, tanker, tank, vehicle, trailer, vessel, train, aircraft or other equipment of any type whatsoever; - "the BIFA Terms" - means the latest version of the Standard Trading Conditions published by the British International Freight Association (BIFA) as at the date of the Customer's booking, available on request from the Company or from BIFA; - "the RHA Terms" – means the latest version of the Road Haulage Association Limited CONDITIONS OF CARRIAGE as at the date of the Customer's booking, available on request from the Company or from the RHA; - "the UKWA Terms" – means the latest version of the United Kingdom Warehousing Association Contract Conditions for Logistics as at the date of the Customer's booking, available on request from the Company or UKWA; - "CMR" - means the Convention on the Contract for the International Carriage of Goods by Road dated 19th May 1956 enacted into English Law by the Carriage of Goods by Road Act 1965; - "Industry Standard Terms" – means the BIFA Terms, the RHA Terms, the UKWA Terms and the CMR; - "the George Baker Bill of Lading Terms" - means the terms and conditions set out in the George Baker house bill of lading, available on request from the Company; - The UCC – means EU Regulation 952/2013 (the Union Customs Code) 	<p>Notwithstanding the provisions of clause 2.2 above, the following conditions shall prevail over any other terms and conditions therein referred to in the event of any inconsistency between them.</p> <p>INFORMATION TO BE PROVIDED BY CUSTOMER AT TIME OF BOOKING</p> <p>3.1 The Customer will identify to the Company in writing at the time of each request from the Customer for the carriage of Goods by the Company:</p> <p>3.1.1 The precise nature and value of the Goods to be carried;</p> <p>3.1.2 Any factors in existence at the intended place of loading or the intended place of delivery which may have health & safety implications for the driver and/or the carrying vehicle, including but not limited to any height or width restrictions and any hazardous operations being carried out;</p> <p>3.1.3 Any unique reference number or code allocated to the Goods to be carried, to be used by the Company so as to ensure correct identification of the Goods;</p> <p>3.1.4 Any special requirements of the Customer with regard to the handling, securing, security or transport of the Goods to be carried; and</p> <p>3.1.5 Any specific date and time by which the Goods are required to be delivered.</p> <p>3.2 The Customer shall provide the Company with all documentation relating to the Goods that is reasonably required by the Company to comply with any applicable customs, health or other requirements or regulations imposed by any authority. If the Company has agreed to act as the Customer's Direct or Indirect Representative in accordance with clause 9 below, the Customer shall provide any information that the Company might require in order to perform such role and to comply with all legal requirements, including those imposed by HMRC.</p> <p>3.3 The Company will accept no liability caused by or arising from the failure of the Customer to comply with clause 3.1 or 3.2 and the Customer shall fully indemnify and hold the Company harmless in respect of any liability, loss, cost or other expense whatsoever that the Company might incur as a result of the Customer's failure to comply with its obligations pursuant to clause 3.1 or 3.2 (including the tendering of inaccurate, inadequate or incomplete customs information) including, without limitation, any legal costs, indirect and consequential loss and loss of profits).</p> <p>4. BANNED GOODS AND THEFT ATTRACTIVE GOODS</p> <p>4.1 The Company will not in any circumstances accept for carriage Banned Goods;</p> <p>4.2 The Company will only against payment of a surcharge to be agreed with the Customer carry Theft Attractive Goods;</p> <p>4.3 The Company will accept no liability of any nature in relation to Banned Goods or Theft Attractive Goods which are unwittingly and unknowingly carried by the Company by reason of a failure of the Customer to comply with the obligation set out at clause 3.1.1.</p> <p>5. ENTITLEMENT OF COMPANY TO LIMIT LIABILITY IN RELATION TO OTHER MODES OF TRANSPORT</p> <p>5.1 Without prejudice to the effect of any other provision herein, where any Transport Unit is carried over part of the journey by sea, inland waterway, rail or air: to the extent that it is proved that any loss, damage or delay in delivery of the Goods occurred during the carriage by sea, inland waterway, rail or air, such carriage shall be subject to the condition that the Company accepts the same liability to the Customer in respect of the Goods as that to which the actual carrier by sea, inland waterway, rail or air (as the case may be) would have been subject had the Customer made a separate direct contract with such carrier subject to the actual carrier's terms and conditions of business, provided:</p> <p>5.1.1 those terms and conditions do not impose a liability greater than the limits of liability set out at clause 2.2 above; and</p> <p>5.1.2 in the case of carriage to which any international convention applies, the limits of liability set out in the applicable convention.</p> <p>6. INDEMNITY AGAINST LIABILITY INCURRED BY THE COMPANY</p> <p>6.1 The Customer will indemnify the Company in respect of any liability, customs duties, fines, taxes or other charges incurred by the Company as a result of or in connection with the carriage of the Goods (including in relation to any customs declarations made by the Customer or on the Customer's behalf), save to the extent that any such obligation results directly from any act, error or omission on the part of the Company.</p> <p>6.2 The Company will not be liable for any liability, customs duties, fines, taxes or other charges incurred by the Customer as a result of or in connection with the carriage of the Goods, save to the extent that such liability results directly from any act, error or omission on the part of the Company.</p> <p>7. LOADING, UNLOADING AND SUPPLY OF VEHICLES AND TRANSPORT UNITS</p> <p>7.1 The Company shall not be responsible for loading or unloading Transport Units except on its own site. Loading and unloading off-site must be arranged by the Customer. No liability shall attach to the Company in respect of any loss or damage to the Goods during such operations, even where the Company, its employees, agents or sub-contractors agree to assist.</p> <p>7.2 The Customer shall at all times remain liable for the acts or omissions of its employees, servants or agents who are engaged in loading and unloading operations, and will indemnify the Company in accordance with clause 6 above in respect of any loss, damage or liability resulting from such operations.</p> <p>7.3 For the avoidance of doubt, the driver of the Transport Unit may offer assistance in the loading and unloading of the Transport Unit in order to ensure compliance with applicable safety regulations, but the Customer shall remain liable for any breach of such regulations and shall indemnify the Company in accordance with clause 6 above.</p> <p>7.4 Where the Company supplies to and leaves with the Customer a Transport Unit for the Customer to load the Customer will indemnify the Company in respect of any loss or damage sustained to or caused by the Transport Unit prior to collection of that Transport Unit by the Company from the Customer.</p> <p>7.5 If shown, maximum weight (KG) and volume (m³) limits are inclusive of product weight and packaging. Maximum pallet limits refer to UK standard pallet spaces.</p> <p>7.6 Unless otherwise agreed, empty Transport Units will be returned to the port where they were collected on the working day (Monday to Friday excluding public holidays in the UK and the country where restitution is taking place)</p>	<p>8. The Company's charges for the business or services undertaken or provided shall be payable by the Customer without prejudice to the Company's rights against any owner of the Goods or the Goods themselves.</p> <p>8.1 The Company's charges for the business or services undertaken or provided shall be payable by the Customer without prejudice to the Company's rights against any owner of the Goods or the Goods themselves.</p> <p>8.2 Where the Company exercises any power of sale of the Goods, the Company shall be entitled to sell on the basis of the best offer immediately available to it without obligation to investigate any specialist market in such type of merchandise.</p> <p>8.3 All charges and other sums due for payment to the Company must be paid on time, without set-off or counterclaim.</p> <p>8.4 In the event that the Company incurs increases in operating costs as a result of expenses incurred during transit, including as a result of:</p> <p>8.4.1 legislation that may be in place in a particular country through which transit or collection / delivery takes place, or changes or revisions to legislation in such countries; or</p> <p>8.4.2 the introduction or variation of taxes that affect the transit.</p> <p>the Company will be entitled to invite the Customer to agree new rates. If an agreement on new rates cannot be reached within 14 days of an invitation in writing to agree new rates, the Company will be entitled to terminate its contract with the Customer immediately.</p> <p>8.5 The Company's charges shall be paid by the Customer in full on presentation of an invoice unless the Company shall in writing have stipulated some other time limit.</p> <p>8.6 Additional charges will apply for dangerous or hazardous goods and explosives.</p> <p>8.7 Any delay arising from circumstances outside the Company's control shall be at the risk of the Customer and any costs and other consequences that might arise as a result (including rejection of goods at destination) shall be for the Customer's sole account.</p> <p>8.8 Fuel surcharges shown on invoices may be subject to adjustment where fuel costs vary during transit.</p> <p>8.9 All sums are invoiced exclusive of VAT and all other duties and taxes, which will remain the responsibility of the Customer, where applicable.</p> <p>8.10 The Company is entitled to charge interest from the date on which the Company's charges become payable at the rate stipulated in the Late Payment of Commercial Debts (Interest) Act 1998, or any amendment of that Act.</p> <p>8.11 In the event of failure by the Customer to pay the Company's charges in accordance with this clause and without prejudice to any other rights that the Company has pursuant to these Conditions, any credit agreement made between the Company and the Customer may be cancelled immediately by the Company giving notice to the Customer in writing by any normal means of business communication (including email). Upon service of the notice, all sums incurred by the Company, including invoiced sums and work in progress, shall immediately become due and owing.</p> <p>8.12 Without prejudice to any right of lien that the Company has pursuant to the applicable Industry Standard Terms, the Company shall always have a general lien over all Possessory Items belonging to a Customer or Owner for all sums due from or invoiced to such Customer or Owner at any time, whether or not such sums arose in relation to the Possessory Items in the Company's possession, custody or control, or to services provided by or on behalf of the Company for the Customer or Owner.</p> <p>8.13 The Customer shall not give rights of surety, lien or any other type of security over Goods or documents relating to Goods to any third party without the Company's permission.</p> <p>9. CUSTOMS DECLARATIONS</p> <p>9.1 The Company may expressly agree to act as the Customer's customs representative for the purposes of the importation of goods into the UK. Where it does so, it will always act as Direct Representative (even where the UCC does not apply by force of law), wherever this is permitted by law.</p> <p>9.2 Where the Company expressly agrees or is obliged by law to act as an Indirect Representative, the Company shall be entitled to security from the Customer in a form and in such reasonable amount to be determined by the Company, in respect of any potential liability to HMRC arising from the declaration and importation of the Goods.</p> <p>9.3 The Customer shall indemnify and hold the Company harmless in respect of any liability, loss, cost or other expense whatsoever that the Company might incur, to HMRC or otherwise, in its performance of its role as the Customer's Direct Representative or Indirect Representative, including, without limitation, any legal costs, indirect and consequential loss and loss of profits.</p> <p>9.4 It is the Customer's responsibility to provide the correct tariff classification for the Goods.</p> <p>10. INSURANCE</p> <p>The Company will take out liability insurance of at least a sufficient level to comply with the law. Unless expressly agreed in writing, the Company will not take out cargo insurance in relation to the Goods.</p> <p>11. COMPLIANCE WITH ANTI-CORRUPTION LAWS</p> <p>The Company does not and will not participate in any form of bribery or corruption. It is our policy to comply with all laws, rules and regulations governing bribery and corruption in all the countries in which we operate.</p> <p>12. APPLICABLE LAW AND JURISDICTION</p> <p>These conditions shall be subject to English law, and any claim brought against the Company shall be subject to the exclusive jurisdiction of the Courts of England.</p> <p>13. AFFILIATES</p> <p>13.1 The Company's Affiliates have the benefit of all the provisions contained in this Customer Application Form (including, without limitation, the Terms of Business) which benefit the Company and shall have the right to enforce such provisions in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.</p> <p>13.2 The Company's rights in the Terms of Business shall extend to any sums owed to the Company and/or any of its Affiliates by the Customer and/or any of its Affiliates, whether under this Customer Application Form or any other agreement.</p> <p>Affiliates means any subsidiary or holding company from time to time of the Company, and any subsidiary from time to time of a holding company of the Company and a reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006</p>
1.2	The headings in these Conditions are for convenience only and shall not affect their interpretation.		
2.	APPLICATION		
2.1	All and any activities of the Company in the course of business (whether gratuitous or not) are undertaken subject to these Conditions.		
2.2	To the extent permitted by law, the respective rights and obligations of the parties under these Conditions shall be read and construed as being subject to and governed by the following:		
	2.2.1 Where the company is acting in the capacity of freight forwarder, the BIFA Terms except that the definitions above shall be substituted for the definitions in the BIFA Terms;		
	2.2.2 Where the Company is acting in the capacity of a carrier of goods by road, the RHA Terms;		
	2.2.3 Where the Company is providing warehousing services, the UKWA Terms; and		
	2.2.4 In respect of carriage or transportation by sea for which the Company issues a house bill of lading, the George Baker Bill of Lading Terms.		
2.3	For the avoidance of doubt, if the Company acts in more than one capacity under the same booking, then the relevant Industry Standard Terms shall apply at each stage.		
2.4	To the extent that the Company is held to be acting in more than one capacity in relation to sub-clauses 2.2.1, 2.2.2 and/or 2.2.3 above, the BIFA Terms shall take precedence, followed by the RHA Terms followed by the UKWA Terms.		
2.5	If any International Convention (including CMR) applies and such Convention does not contain any provisions relating to an aspect of the contract or an issue between the Company and the Customer, then, insofar as any of these Conditions do not derogate from such Convention, these Conditions shall apply to that aspect or issue.		
2.6	No servant or agent of the Company has the power or is permitted to alter or vary these Conditions in any way unless such alteration or variation has been expressly authorised in writing by a director of the Company.		
2.7	If any provision in these Conditions is held by any competent tribunal to be invalid or unenforceable in whole or in part, the validity of the other provisions		