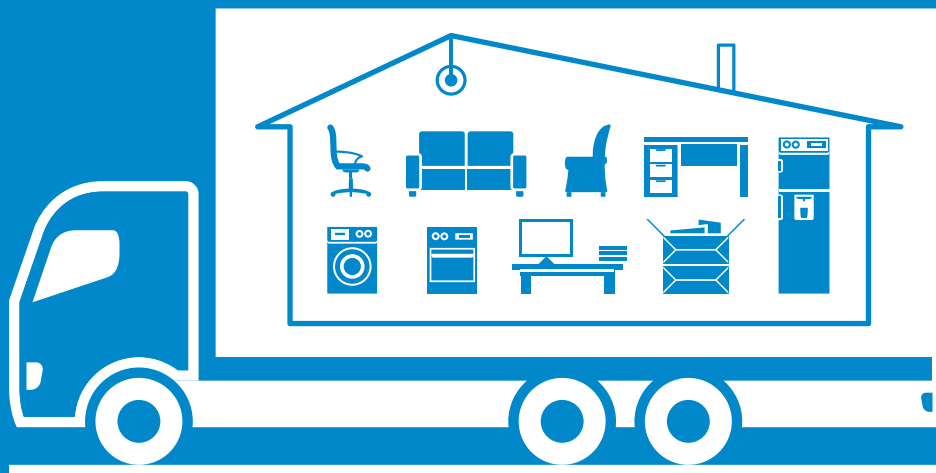




## Guide to Shipping Household Goods & Personal Effects



## STAGE 1: SHIPPING OPTIONS

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When shipping from the UK to Bermuda you have a choice of shipping options with different transit times and prices.

### 1.1 Full Container Load (FCL) by sea

If you are shipping a very large quantity of items such as the contents of your home or several big pieces of furniture then you may require a full 20ft shipping container. The container will be all yours. You will pay the same price for the container up to its maximum cubic capacity, approximately 850 cubic feet, and up to its maximum permissible weight of 16 tons. It will take about 4 weeks from the date of collection to the date of arrival in Bermuda.

### 1.2 Less than Container Load (LCL) by sea

If you don't have enough items to justify using an FCL service then LCL will be the lowest cost option for you. Your items will be loaded carefully into a 20ft shipping container along with other goods meaning you will only pay for the proportion of space that you use in the container. Transit time from collection to arrival in Bermuda will be 4-5 weeks depending on sailing times.

### 1.3 Air Freight

This is by far the fastest way to send smaller shipments of personal effects with flights most days from London Gatwick to Bermuda. You will be charged based on the actual weight and dimensions of the packed items. Inevitably air freight will be costlier compared to LCL.

## STAGE 2: PACKING

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Shipping household goods and personal effects internationally requires special packing to ensure your items arrive safely at their destination.

### 2.1 Professionally packed

We can arrange a professional packing service for shipments as small as one box right up to a full house move. Your items will be collected by our team from inside your home and packed for export at our UK packing facility. Our packers will assist you in completing an **Inventory of items**.

For full house moves or a very large quantity of furniture our team will pack your items on site at your property into a shipping container.

### 2.2 Owner packed

If you wish to pack your items yourself, here are some brief guidelines:

*Use strong boxes and make sure they are well taped both along and across the seams. Do not use timber to pack your items. If you feel that you really need to use timber then please check with us first to ensure that it complies with international timber regulations.*

*Use bubble wrap or paper appropriately to protect delicate items and pack them in the middle of the box safely and securely. Please provide an **Inventory of items** for all items that are packed in each box, ensuring that all boxes are numbered and addressed.*

Do not pack any hazardous or prohibited items.

The following are some of the items that are also prohibited:

<b>Plants</b>	<b>Liquids</b>	<b>Food</b>
<b>Jewellery</b>	<b>Explosives</b>	<b>Flammable Substances</b>
<b>Batteries</b>	<b>Gas Cylinders</b>	<b>Aerosol Cans</b>
<b>Weapons</b>	<b>Lighters</b>	<b>Medicines</b>

**Items regulated under CITES (please refer to <https://www.cites.org/eng/disc/how.php> and contact a member of our export team for further help)**

Measure your packed items in order to obtain a shipping quotation and if possible, provide us with photographs of all items being shipped.

When collecting owner packed items, our collection is based on you bringing your items out to our collection team.

## STAGE 3: INSURANCE / TERMS AND CONDITIONS

We highly recommend that you obtain insurance to cover your items in transit. There are many reputable insurers which can be found online or locally in Bermuda. For more information, our partner in Bermuda, BEST Shipping, will be able to assist.

All shipments are handled under the Standard Trading Conditions of the British International Freight Association, a copy of which is included on pages 10 and 11. Please read through the Conditions carefully as they confirm our liability in the event of a claim if your shipment is not insured.

## STAGE 4: SHIPPING COSTS

Shipping costs are based on size and weight and where they are going from and to. There are multiple factors that will need to be considered in order to provide a quotation. These are:

1. Size and weight of the shipment
2. Do you require our packing services?
3. Will you deliver the shipment or do we need to collect?
4. Will you collect the shipment at destination or do we need to deliver?
5. Where will the shipment need to be delivered to?
6. Do you require shipment by sea (LCL or FCL) or by air (please see Stage 1)

You will need to provide the above information to a member of our export team in order for us to provide a quotation. Please remember to mention any access restrictions or if you need our team to collect from your home. Similarly, we also need to know if you require delivery at destination and whether you would like us to arrange a delivery and unpack service. Any special requirements will affect the final cost. If unsure, please call a member of our export team for assistance.

## STAGE 5: BOOKING YOUR SHIPMENT

Once you are ready to book your shipment please contact a member of our export team. You will be provided with a Household Goods/Personal Effects Booking Form and you will need to complete and sign this before we can proceed. We require a copy of your passport for customs purposes. We will then make the necessary shipping arrangements. We will provide you with a booking confirmation, which will contain your shipment reference, estimated departure date and estimated arrival date. You will be also be issued with an invoice for our charges which is payable prior to the departure date of your shipment. As soon as the shipment has departed we will provide you with proof of shipping.

## STAGE 6: ARRIVAL AT DESTINATION

When your shipment arrives in Bermuda, it will need to undergo customs clearance. In order to clear your goods, you will need to provide the following:

***Inventory of items (as outlined in stage 2)***

***Cash Values of Used Household Goods and Personal Effects form***

***HM Customs - Declaration of Personal Effects form***

***Standard Work Permit (if applicable)***

**Cash Values of Used Household Goods and Personal Effects form:**

Cash values must be given for all items with fair depreciated values for everything on the inventory of items. Try to consolidate the values in the categories provided on the form. This will enable the customs clearance process to be a lot quicker. Remember everything coming into Bermuda must have a fair depreciated value for HM Customs (this also includes new goods, i.e. those that are less than six months old). If you have new goods in the shipment (i.e. those that are less than six months old) you must note that they are new along with the retail value of the goods and provide invoices, receipts or proof of purchase. If you qualify for Transfer of Residence Allowance then you will not be paying customs duty on the goods you own that are over six months old, but for everything new, list them on the second page. You will also have to pay wharfage on the Fair Depreciated Value of your goods - wharfage is 1.25% of the total value. If you are applying for Transfer of Residence allowance, you will have to be in possession of your Standard or Temporary Work Permit (NOT a Working Visitor Permit). HM Customs at the airport will issue you with the Transfer of Residence Allowance Certificate when you arrive. The date you arrive will be the date that actual "residency" will begin and the date from which the 90 days is calculated.

**HM Customs – Declaration of Personal Effects form Letter:**

Please complete and sign the attached Declaration of Personal Effects form.

**Standard Work Permit (Not a Temporary or Working Visitor Permit):**

You will need a Standard Work Permit if you are applying for duty exemption.



**Certificate of Arrival:**

HM Customs is now issuing a letter at the airport called "Certificate of Arrival". This is mandatory when applying for duty exemption, so make sure to ask for this when arriving at the airport. HM Customs will only issue this certificate to you if you are in possession of your **Standard Work Permit**, or proof that you are Bermudian with proof that you have lived overseas for over a year.

If you are a Bermuda Resident returning home you will need proof that you are Bermudian and proof that you have lived abroad for more than a year i.e. a lease agreement and/or an electricity bill would be good documents to have. When you arrive at the airport to receive the Transfer of Residence Allowance Certificate, please remember to tick YES for Question 15 on the HM Customs form that you are given on the airplane. You are only eligible for this exemption if your goods arrive within 90 days of your arrival back to Bermuda (duty exemption only applies to items that are over six months old).

**Trader ID:**

You will need to provide the destination agent, Bermuda Forwarders, Hamilton with your street address in Bermuda and a contact phone number, so that they can apply for your Trader ID Number, that will allow your goods to be duty exempt with HM Customs.

## STAGE 7: FINAL DELIVERY

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Once your shipment has been customs cleared, Bermuda Forwarders, Hamilton will contact you to arrange delivery. Please remember to give any delivery instructions and if there are access restrictions, please make the delivery team aware prior to delivery date.

BEST Shipping, Hamilton offer two types of delivery. The first is a simple drop off at your front door (aka kerbside delivery), where you will be responsible for receiving your items and unpacking them yourself. The second type is classed as 'Full Destination Services'. A team will deliver your items, unpack them into your home and will remove the packing materials.

Once your items have been delivered, you will be required to sign to confirm you have received your goods. The shipping process is then complete.



## HOUSEHOLD GOODS / PERSONAL EFFECTS BOOKING FORM

<b>CLIENT</b>		<b>PASSPORT NUMBER</b>	
<i>CONTACT</i>		<b>NATIONALITY</b>	
<i>UK TEL</i>		<b>DATE OF BIRTH</b>	
<i>EMAIL</i>			
<b>UK COLLECTION REQUIRED</b>	<b>Y / N</b>	<b>COLLECTION DATE</b>	
<b>UK COLLECTION ADDRESS</b>		<b>COLLECTION TIME</b>	
		<b>SPECIAL REQUIREMENTS</b>	
<b>ADDRESS IN BERMUDA</b>		<b>BERMUDA DELIVERY ADDRESS:</b>	
<i>CONTACT</i>			
<i>BDA TEL</i>			
<i>EMAIL</i>			
<b>BILLING PARTY</b>			
<i>CONTACT</i>			
<i>BDA TEL</i>			
<i>EMAIL</i>			
<b>NUMBER OF PIECES</b>		<b>DIMENSIONS</b>	
<b>DESCRIPTION OF GOODS</b>			
<b>CONDITION OF GOODS</b>			
<b>PROFESSIONAL PACKING REQUIRED?</b>			

HAVE YOU ARRANGED INSURANCE FOR ALL RISKS? YES OR NO?

SHIPMENT VALUE

**IF PROFESSIONAL PACKING HAS BEEN DECLINED, THE CLIENT WAIVES ANY RIGHT TO CLAIM AGAINST THE COMPANY FOR ANY DAMAGE OR LOSS INCURRED IN TRANSIT.**

**ALL BUSINESS IS TRANSACTED IN ACCORDANCE WITH THE BRITISH INTERNATIONAL FREIGHT ASSOCIATION (BIFA) STANDARD TRADING CONDITIONS, CURRENT EDITION – A COPY IS ATTACHED TO THIS DOCUMENT**

## **THE FOLLOWING ITEMS ARE PROHIBITED FROM BEING SHIPPED:**

<b>Plants</b>	<b>Liquids</b>	<b>Food</b>
<b>Jewellery</b>	<b>Explosives</b>	<b>Flammable Substances</b>
<b>Batteries</b>	<b>Gas Cylinders</b>	<b>Aerosol Cans</b>
<b>Weapons</b>	<b>Lighters</b>	<b>Medicines</b>

Items regulated under CITES (please refer to <https://www.cites.org/eng/disc/how.php> and contact a member of our export team for further help)

**BY SIGNING THIS DOCUMENT:  
YOU CONFIRM THAT YOUR SHIPMENT CONTAINS NO PROHIBITED ITEMS  
YOU AGREE TO OUR TERMS AND CONDITIONS AND ABOVE CLAUSES**

**SIGNED:**

**PRINT:**

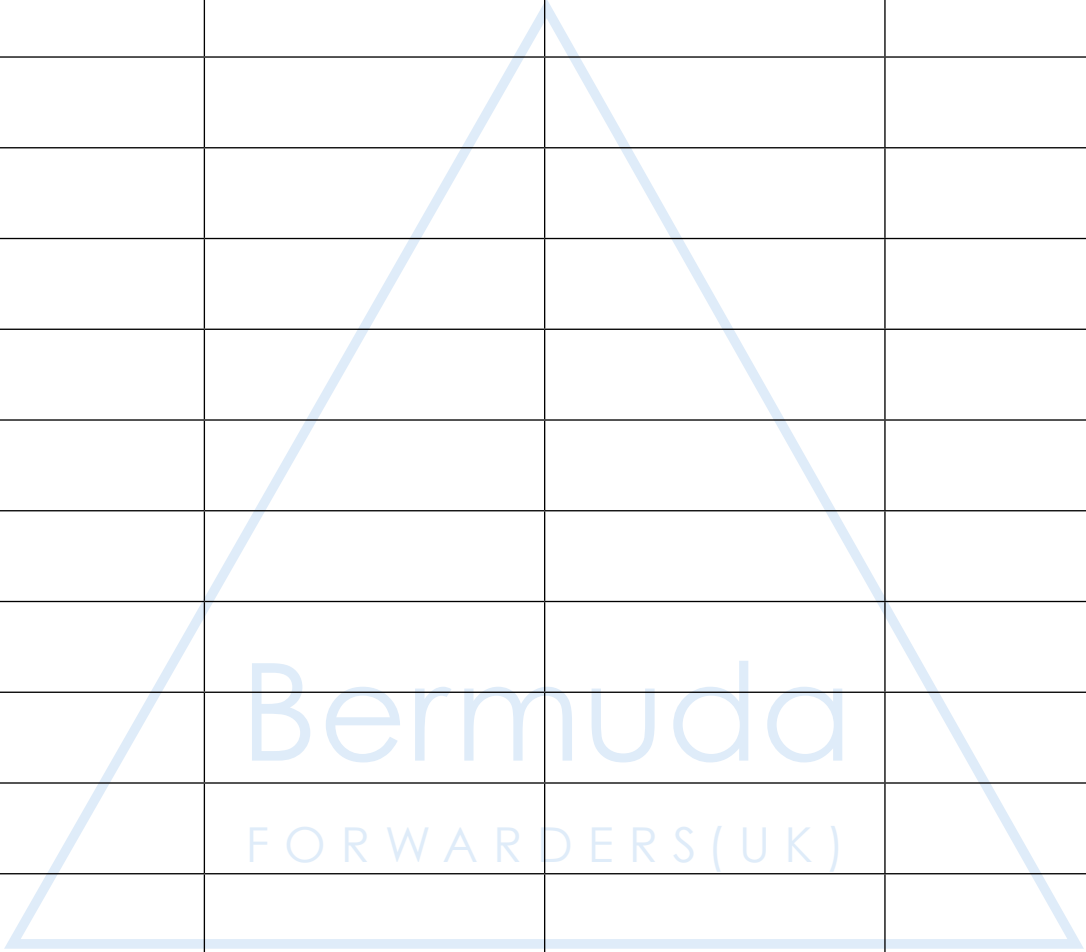
**DATE:**

## INVENTORY OF ITEMS

Shipper Name: \_\_\_\_\_ Booking Number: \_\_\_\_\_

Consignee Name: \_\_\_\_\_ Port of Destination: \_\_\_\_\_

Quantity	Packing Type	Description	Value
<b>TOTAL VALUE:</b>			



Total Pieces: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# BRITISH INTERNATIONAL FREIGHT ASSOCIATION (BIFA) – STANDARD TRADING CONDITIONS 2021 (ENGLAND) EDITION

BRITISH INTERNATIONAL FREIGHT ASSOCIATION (BIFA) STANDARD TRADING CONDITIONS  
2021 EDITION, © BIFA 2021

THE CUSTOMER'S ATTENTION IS DRAWN TO SPECIFIC CLAUSES HEREOF WHICH EXCLUDE OR LIMIT THE COMPANY'S LIABILITY IN CERTAIN CIRCUMSTANCES AND THOSE WHICH LIMIT TIME AND THOSE WHICH DEAL WITH CONDITIONS OF ISSUING EFFECTIVE GOODS INSURANCE BEING CLAUSES 7, 8, 10, 11(A) and 11(B) 12-14 INCLUSIVE, 18-20 INCLUSIVE, AND 24-27 INCLUSIVE. THE CUSTOMER'S ATTENTION IS ALSO DRAWN TO CLAUSE 28 WHICH PERMITS ARBITRATION IN CERTAIN CIRCUMSTANCES

All headings are indicative and do not form part of these conditions

## DEFINITIONS AND APPLICATION

1 In these conditions the following words shall have the following meanings:-

"Company"	the BIFA member trading under these conditions
"Consignee"	the Person to whom the goods are consigned
"Customer"	any Person at whose request or on whose behalf the Company undertakes any business or provides advice, information or services
"Direct Customs Agent"	the Company acting in the name of and on behalf of the Customer and/or Owner with HM Revenue and Customs ("HMRC") as defined by the Taxation (Cross Border Trade) Act 2018, Clause 21.1(a), or as amended
"Goods"	the cargo to which any business under these conditions relates
"Person"	natural person(s) or any body or bodies corporate
"LMAA"	the London Maritime Arbitrators Association
"SDR"	are Special Drawing Rights as defined by the International Monetary Fund
"Transport Unit"	packing case, pallets, container, trailer, tanker, or any other device used whatsoever for and in connection with the carriage of Goods by land, sea or air
"Owner"	the Owner of the Goods or Transport Unit and any other Person who is or may become interested in them

2(A) Subject to sub-paragraph (B) below, all and any activities of the Company in the course of business, whether gratuitous or not, are undertaken subject to these conditions.

(B) If any legislation, to include regulations and directives, is compulsorily applicable to any business undertaken, these conditions shall, as far as possible, be read as subject to such legislation, and nothing in these conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation, and if any part of these conditions be repugnant to such legislation to any extent, such part shall as regards such business be overridden to that extent and no further.

3 The Customer warrants that he is either the Owner, or the authorised agent of the Owner and, also, that he is accepting these conditions not only for himself, but also as agent for and on behalf of the Owner.

## THE COMPANY

4(A) Subject to clauses 11 and 12 below, the Company shall be entitled to procure any or all of the services as an agent, or, to provide those services as a principal.

(B) The Company reserves to itself full liberty as to the means, route and procedure to be followed in the performance of any service provided in the course of business undertaken subject to these conditions.

5 When the Company contracts as a principal for any services, it shall have full liberty to perform such services itself, or, to subcontract on any terms whatsoever, the whole or any part of such services.

6(A) When the Company acts as an agent on behalf of the Customer, the Company shall be entitled, and the Customer hereby expressly authorises the Company, to enter into all and any contracts on behalf of the Customer as may be necessary or desirable to fulfil the Customer's instructions, and whether such contracts are subject to the trading conditions of the parties with whom such contracts are made, or otherwise.

(B) The Company shall, within 14 days' notice given by the Customer, provide evidence of any contract entered into as agent for the Customer, insofar as the Company is bound by the obligation to provide evidence, it shall be deemed to have contracted with the Customer as a principal for the performance of the Customer's instructions.

7 In all and any dealings with HMRC, for and on behalf of the UK established Customer and/or Owner, the Company is deemed to be appointed and duly empowered to act as a Direct Customs Agent only, to make Customs declarations in the name of the Customer (Principal) as their "Direct Agent".

8(A) Subject to sub-clause (B) below, the Company:

(i) has a general lien on all Goods and documents relating to Goods in its possession, custody or control for all sums due at any time to the Company from the Customer and/or Owner on any account whatsoever, whether relating to Goods belonging to, or services provided by or on behalf of the Company to the Customer or Owner. Storage charges shall continue to accrue on any Goods detained under lien;

(ii) shall be entitled, on at least 21 days' notice in writing to the Customer, to sell or dispose of or deal with such Goods or documents as agent for, and at the expense of, the Customer and apply the proceeds in or towards the payment of such sums;

(iii) shall, upon accounting to the Customer for any balance remaining after payment of any sum due to the Company, and for the cost of sale and/or disposal and/or dealing, be discharged of any liability whatsoever in respect of the Goods or documents.

(B) When the Goods are liable to perish or deteriorate, the Company's right to sell or dispose of or deal with the Goods shall arise immediately upon any sum becoming due to the Company, subject only to the Company taking reasonable steps to bring to the Customer's attention its intention to sell or dispose of the Goods before doing so.

9 The Company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by, or paid to, freight forwarders.

10(A) Should the Customer, Consignee or Owner of the Goods fail to take delivery at the appointed time and place when and where the Company is entitled to deliver, the Company shall be entitled to store the Goods, or any part thereof, at the sole risk of the Customer or Consignee or Owner, whereupon the Company's liability in respect of the Goods, or that part thereof, stored as aforesaid, shall wholly cease. The Company's liability in respect of such storage, shall be governed by these conditions. All costs incurred by the Company as a result of the failure to take delivery shall be deemed as freight earned, and such costs shall, upon demand, be paid by the Customer.

(B) The Company shall be entitled at the expense of the Customer to dispose of or deal with (by sale or otherwise as may be reasonable in all the circumstances):-

(i) after at least 21 days' notice in writing to the Customer, or (where the Customer cannot be traced and reasonable efforts have been made to contact any parties who may reasonably be supposed by the Company to have any interest in the Goods) without notice, any Goods which have been held by the Company for 60 days and which cannot be delivered as instructed; and

(ii) without prior notice, any Goods which have perished, deteriorated, or altered, or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to the Company, or third parties, or to contravene any applicable laws or regulations.

11(A) No insurance will be effected except pursuant to and in accordance with clearly stated instructions given in writing by the Customer and accepted in writing by the Company, and all insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the insurers or underwriters taking the risk. Unless otherwise agreed in writing, the Company shall not be under any obligation to effect a separate insurance on the Goods, but may declare it on any open or general policy held by the Company.

(B) Insofar as the Company agrees to effect insurance, the Company acts solely as agent for the Customer, and the limits of liability under clause 26(A) of these conditions shall not apply to the Company's obligations under clause 11.

12(A) Except under special arrangements previously made in writing by an officer of the Company so authorised, or made pursuant to or under the terms of a printed document signed by the Company, any instructions relating to the delivery or release of the Goods in specified circumstances (such as, but not limited to, against payment or against surrender of a particular document) are accepted by the Company, where the Company has to engage third parties to effect compliance with the instructions, only as agents for the Customer.

(B) Despite the acceptance by the Company of instructions from the Customer to collect freight, duties, charges, dues, or other expenses from the Consignee, or any other Person, on receipt of evidence of proper demand by the Company, and, in the absence of evidence of payment (for whatever reason) by such Consignee, or other Person, the Customer shall remain responsible for such freight, duties, charges, dues, or other expenses.

(C) The Company shall not be under any liability in respect of such arrangements as are referred to under sub-clause (A) and (B) hereof save where such arrangements are made in writing, and in any event, the Company's liability in respect of the performance of, or arranging the performance of, such instructions shall not exceed the limits set out in clause 26(A) (ii) of these conditions.

13 Advice and information, in whatever form it may be given, is provided by the Company for the Customer only. The Customer shall indemnify the Company against all loss and damage suffered as a consequence of passing such advice or information on to any third party.

14 Without prior agreement in writing by an officer of the Company so authorised, the Company will not accept or deal with Goods that require special handling regarding carriage, handling, or security whether owing to their thief attractive nature or otherwise including, but not limited to, bullion, currency, securities, precious stones, jewellery, valuables, antiques, pictures, human remains, living creatures, plants. Should any Customer nevertheless deliver any such goods to the Company, or cause the Company to deal with any such goods, otherwise than under a prior agreement, the Company shall have no liability whatsoever for or in connection with the goods, howsoever arising.

15 Except pursuant to instructions previously received in writing and accepted in writing by the Company, the Company will not accept or deal with Goods of a dangerous or damaging nature, nor with Goods likely to harbour or encourage vermin or other pests, nor with Goods liable to taint or affect other Goods. If such Goods are accepted pursuant to a special arrangement, but, thereafter, and in the opinion of the Company, constitute a risk to other goods, property, life or health, the Company shall, where reasonably practicable, contact the Customer in writing to require him to remove or otherwise deal with the goods, but reserves the right, in any event, to do so at the expense of the Customer.

16 Where there is a choice of rates according to the extent or degree of the liability assumed by the Company and/or third parties, no declaration of value will be made and/or treated as having been made except under special arrangements previously made in writing by an officer of the Company so authorised as referred to in clause 26(D).

## THE CUSTOMER

17 (A) The Customer warrants:

(i) that the following (furnished by or on behalf of the Customer) are full and accurate: the description and particulars of any Goods; any information furnished (including but not limited to, the nature, gross weight, gross mass (including the verified actual gross mass of any container packed with packages and cargo items), and measurements of any Goods); and the description and particulars of any services required by or on behalf of the Customer are full and accurate, and

(ii) that any Transport Unit and/or equipment supplied by the Customer in relation to the performance of any requested service is fit for purpose.

(B) that all Goods have been properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions affecting the Goods and the characteristics of the Goods.

(C) that where the Company receives the Goods from the Customer already stowed in or on a Transport Unit, the Transport Unit is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded therein, or thereon.

(D) that where the Company provides the Transport Unit, on loading by the Customer, the Transport Unit is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded therein, or thereon.

18 Without prejudice to any rights under clause 15, where the Customer delivers to the Company, or causes the Company to deal with or handle Goods of a dangerous or damaging nature, or Goods likely to harbour or encourage vermin or other pests, or Goods liable to taint or affect other goods, whether declared to the Company or not, he shall be liable for all loss or damage arising in connection with such Goods, and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith, and the Goods may be dealt with in such manner as the Company, or any other person in whose custody they may be at any relevant time, shall think fit.

19 The Customer undertakes that no claim shall be made against any director, servant, or employee of the Company which imposes, or attempts to impose, upon them any liability in connection with any services which are the subject of these conditions, and, if any such claim should nevertheless be made, to indemnify the Company against all consequences thereof.

20 The Customer shall save harmless and keep the Company indemnified from and against all liability, loss, damage, costs and expenses whatsoever (including, without prejudice to the generality of the foregoing, all duties, taxes, imposts, levies, deposits and outlays of whatever nature levied by any authority in relation to the Goods) arising out of the Company acting in accordance with the Customer's instructions, or arising from any breach by the Customer of any warranty contained in these conditions, or from the negligence of the Customer.

(B) without derogation from sub-clause (A) above, any liability assumed, or incurred by the Company when, by reason of carrying out the Customer's instructions, the Company has become liable to any other party, shall be limited to, and shall cover, all claims, costs and demands whatsoever and by whomsoever made or preferred, in excess of the liability of the Company under the terms of these conditions, regardless of whether such claims, costs, and/or demands arise from, or in connection with, the breach of contract, negligence or breach of duty of the Company, its servants, sub-contractors or agents;

(D) any claims of a general average nature which may be made on the Company.

21(A) The punctual receipt in full of sums falling due from the Customer to the Company is critical to the operation of the Company's business and its performance of its obligations to the Customer. Accordingly the Customer shall pay to the Company in cash, or as otherwise agreed, all sums when due, immediately and without reduction or deferment on account of any claim, counterclaim or set-off. Time is of the essence of payment of all and any sums payable by the Customer to the Company.

(B) In the event of any failure by the Customer to make full and punctual payment of any sum payable to the Company (in accordance with clause 21(A) above):

(i) Any and all other sums properly earned by and/or otherwise due to the Company (but which, but for this clause 21(B), would otherwise not yet be payable by the Customer, whether by virtue of an agreed credit period or otherwise) shall become immediately payable in full; and

(ii) Any sum thereby becoming immediately payable shall be paid to the Company in cash, or as otherwise agreed, and without reduction or deferment on account of any claim, counterclaim or set-off.

(C) No omission to seek compensation for breach of 21(A) and (B) above by the Company shall constitute a waiver or release to the Customer from any liability under 21(A) and (B) above during the application of these terms unless agreed in writing by authorised officers of the Company and Customer.

(D) The Late Payment of Commercial Debts (Interest) Act 1998, as amended, shall apply to all sums due from the Customer.

22 Where liability arises in respect of claims of a general average nature in connection with the Goods, the Customer shall promptly provide security to the Company, or to any other party designated by the Company, in a form acceptable to the Company.

## LIABILITY AND LIMITATION

23 The Company shall perform its duties with a reasonable degree of care, diligence, skill and judgment.

24 The Company shall be relieved of liability for any loss or damage if, and to the extent that, such loss or damage is caused by:-

(A) strike, lock-out, stoppage or restraint of labour, the consequences of which the Company is unable to avoid by the exercise of reasonable diligence; or

(B) any cause or event which the Company is unable to avoid, and the consequences of which the company is unable to prevent by the exercise of reasonable diligence.

25 Except under special arrangements previously made in writing by an officer of the Company so authorised, the Company accepts no responsibility with regard to any failure to adhere to agreed departure or arrival dates of Goods.

26(A) Subject to clause 2(B) and 11(B) above and sub-clause (D) below, the Company's liability howsoever arising and, notwithstanding that the cause of loss or damage be unexplained, shall not exceed:

(i) in the case of claims for loss or damage to Goods:

(a) the value of any loss or damage; or  
(b) a sum at the rate of 2 SDR per kilo of the gross weight of any Goods lost or damaged whichever shall be the lesser.

(ii) subject to (iii) below, in the case of all other claims:

(a) the value of the subject Goods of the relevant transaction between the Company and its Customer; or  
(b) where the weight can be defined, a sum calculated at the rate of 2 SDR per kilo of the gross weight of the subject Goods of the said transaction; or  
(c) 75,000 SDR in respect of any one transaction, whichever shall be the lesser.

(iii) in the case of an error and/or omission, or a series of errors and/or omissions which are repetitions of or represent the continuation of an original error and/or omission:  
(a) the loss incurred; or  
(b) 75,000 SDR in the aggregate of any one trading year commencing from the time of the making of the original error and/or omission, whichever shall be the lesser.

For the purposes of clause 26(A), the value of the Goods shall be their value when they were, or should have been, shipped. The value of SDR shall be calculated as at the date when the claim is received by the Company in writing.

(B) Subject to clause 2(B) above and sub-clause (D) below, the Company's liability for loss or damage as a result of failure to deliver, or arrange delivery of goods, in a reasonable time, or (where there is a special arrangement under Clause 25) to adhere to agreed departure or arrival dates, shall not in any circumstances whatever exceed a sum equal to twice the amount of the Company's charges in respect of the relevant contract.

(C) Save in the event of such loss or damage as is referred to at sub-clause (B), and subject to clause 2(B) above and sub-clause (D) below, the Company shall not be liable in any circumstances whatsoever be liable for indirect or consequential loss or damage (but not limited to) loss of profit, loss of market, or the consequences of delay or deviation, however caused.

(D) On clearly stated instructions in writing declaring the commodity and its value, received from the Customer and accepted by the Company, the Company may accept liability in excess of the limits set out in sub-clauses (A) to (C) above upon the Customer agreeing to pay the Company's additional charges for accepting such increased liability. Details of the Company's additional charges will be provided upon request.

27(A) Any claim by the Customer against the Company arising in respect of any service provided for the Customer, or which the Company has undertaken to provide, shall be made in writing and notified to the Company within 14 days of the date upon which the Customer became, or ought reasonably to have become, aware of any event or occurrence alleged to give rise to such claim, and any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred, except where the Customer can show that it was impossible for him to comply with this time limit, and that he has made the claim as soon as it was reasonably possible for him to do so.

(B) Notwithstanding the provisions of sub-paragraph (A) above, the Company shall in any event be discharged of all liability whatsoever and howsoever arising in respect of any service provided for the Customer, or which the Company has undertaken to provide, unless suit be brought and written notice thereof given to the Company within nine months from the date of the event or occurrence alleged to give rise to a cause of action against the Company.

## JURISDICTION AND LAW

28(A) These conditions and any act or contract to which they apply shall be governed by English law.

(B) Any dispute arising out of any act or contract to which these Conditions apply shall, save as provided in (C) below, be subject to the exclusive jurisdiction of the English courts.

(C) Notwithstanding (B) above, the Company is entitled to require any dispute to be determined by arbitration.

(D) The Company may exercise its rights under (C) above either by itself commencing arbitration in respect of a dispute or by giving written notice to the Customer requiring a dispute to be determined by arbitration.

(E) In the event that the Company exercises its rights under (C) above, the corresponding arbitration shall be conducted as follows:

(i) Where the amount claimed by the claimant is less than £400,000, excluding interest, (or such other sum as the Company and Customer may agree and subject to (iii) below), the reference shall be to a tribunal of three arbitrators and the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure applicable at the date of the commencement of the arbitration proceedings;

(ii) Where the amount claimed by the claimant is less than £100,000, excluding interest, (or such other sum as the Company and Customer may agree, and subject to (iii) below), the reference shall be to a sole arbitrator and the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure applicable at the date of the commencement of the arbitration proceedings;

(iii) In any case where neither of the LMAA Procedures referred to in (i) and/or (ii) above applies, the reference shall be to three arbitrators in accordance with the LMAA Terms applicable at the date of the commencement of the arbitration proceedings.

## Cash Values of used household goods and personal effects

### Cash values of Used Household Goods and Personal Effects Page 1

Please complete the following form and return (by fax if necessary) to your Customer Service Representative at Bermuda Forwarders Limited.

Name (Please print): \_\_\_\_\_

Item # (Office use only)	Description	Age	No. of pieces	Units (For office use only)	Value
8528.720	Television (LCD/Plasma with Tuner)				
8528.720	Television (analogue with Picture Tube)				
8521.900	VCR				
8521.900	DVD				
8519.890	CD Player				
8527.210	Stereo				
8471.600	Computer				
8528.690	Monitor Only				
8523.809	CDs/Tapes/DVDs				
8525.800	Video/digital Camera				
	(Please note age of all electronics items)				
9403.600	Furniture	n/a			
9405.109	Lamps	n/a			
5703.300	Rugs	n/a			
6303.990	Curtains	n/a			
9701.100	Artwork/Pictures	n/a			
7009.920	Mirrors	n/a			
8516.600	Household appliances	n/a			
8508.190	Vacuum cleaner	n/a			
6911.100	Dishes/China	n/a			
7013.990	Glassware/Crystal	n/a			
8215.100	Cutlery/Kitchen Utensils	n/a			
7615.100	Pots/pans	n/a			
2106.900	Foodstuffs	n/a			
3304.990	Toiletries	n/a			
6302.310	Linen	n/a			
9503.000	Toys/games	n/a			
9506.990	Sports equipment	n/a			
8205.590	Tools	n/a			
9505.100	Xmas decorations	n/a			
6914.900	Knick knacks / misc ornaments	n/a			
4901.109	Books	n/a			
6114.900	Used Clothing	n/a			
	<b>Add details of the following on another sheet</b>				
	Antiques - Incl Cert of antiquity				
	Liquor - Incl brand & bottle sizes				

I certify that the above values are true and correct, and include summary values for all items listed on the attached inventory, to the best of my knowledge.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

## Cash Values of used household goods and personal effects

### Cash values of Used Household Goods and Personal Effects Page 2

Please complete the following form and return (by fax if necessary) to your Customer Service Representative at Bermuda Forwarders Limited.

Name (Please print): \_\_\_\_\_

Item # (Office use only)	Description	Age	No. of pieces	Units (For office use only)	Value
				<b>Total Page 1</b>	
6403.99	Shoes & Boots				
9403.700	Patio Furniture				
8516.790	Dehumidifiers				
8516.500	Microwave Oven				
	LIST ALL OTHER MISCELLANEOUS ITEMS				
				<b>GRAND TOTAL</b>	

I certify that the above values are true and correct, and include summary values for all items listed on the attached inventory, to the best of my knowledge.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_



## **H.M. Customs**

Custom House  
P.O. Box HM 2084, Hamilton HM HX, Bermuda

Telephone: (441) 295-4816 Fax: (441) 295-5392 Email: hmcbm@ibl.bm

**From: H.M. CUSTOMS**  
**To: ALL BROKERS AND IMPORTERS OF PERSONAL EFFECTS**  
**Date: 25TH SEPTEMBER, 2000**  
**Subject: H.M. CUSTOMS BERMUDA - DECLARATION OF PERSONAL EFFECTS**

In an effort to effect clearance of your personal effects through Customs we ask you to complete the following declaration.

Based on your declaration submitted, you may or may not be required to have your consignment examined by a Customs Officer.

- (1) List the goods you are importing and the fair value (the value of the goods at the point of shipping, not the replacement cost of the goods - unless they are new - but what they are actually worth), in Bermuda currency, you truthfully believe the goods are worth.
- (2) The goods should be categorised as the attract varying rates of duty.
- (3) Certain goods are duty free, for example, used clothing and reading books (among others), but they must be listed, with fair value for customs purposes.
- (4) For example, a TV, which was purchased at a cost \$500.00 two years ago, might be worth \$300.00 or \$400.00, depreciation based on standard accounting practices.
- (5) Invoices should wherever possible, accompany goods, which are new.
- (6) All documents relating to your goods, packing lists, Insurance documents and any other related shipping documents should be attached to your Bill of Entry for consideration by customs as to whether an examination will be required.

**WARNING:**

FAILURE TO MAKE A COMPLETE AND TRUTHFUL DECLARATION IS AN OFFENCE AND CAN RESULT IN FORFEITURE OF THE GOODS, FINES AND/OR IMPRISONMENT. IF YOU HAVE ANY QUESTIONS OF WHAT MUST BE REPORTED OR DECLARED ASK A CUSTOMS OFFICER. VERIFICATION MAY BE THROUGH QUESTIONING OR PHYSICAL SEARCH OF THE IMPORTED GOODS.

**PROHIBITED OR RESTRICTED GOODS INCLUDE:**

THE IMPORTATION OF CONTROLLED DRUGS AND UTENSILS USED THEREWITH IS ABSOLUTELY PROHIBITED UNLESS THE IMPORTED IS IN POSSESSION OF A PERMIT SIGNED BY THE COMMISSIONER OF POLICE OF BERMUDA.

**AGRICULTURE PRODUCTS/LIVE ANIMALS:**

TO PREVENT THE ENTRY OF DANGEROUS AGRICULTURAL PESTS THE FOLLOWING ARE RESTRICTED, FRUITS AND VEGETABLES AND PLANTS PRODUCTS. LIVE ANIMALS AND PLANTS MAY BE IMPORTED IF THE IMPORTER IS IN POSSESSION OF A VALID PERMIT ISSUED BY THE DEPARTMENT OF AGRICULTURE, FISHERIES & PARKS, AND ALL RELEVANT IMPORTATION DOCUMENTS.

I..... have read and duly understand the above. I certify that the values supplied are true and correct. I further state that all the items imported have been declared.

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## Contact Information

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 M23 9NJ

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