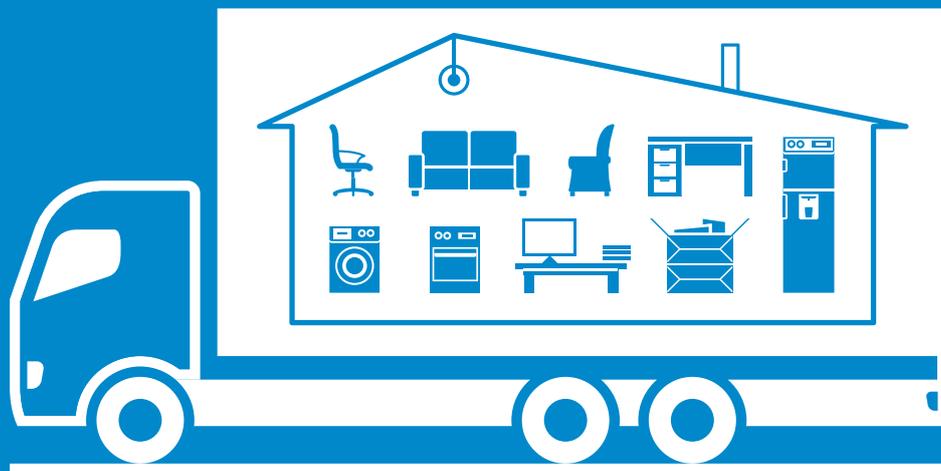




Guide to Shipping Household Goods & Personal Effects



STAGE 1: SHIPPING OPTIONS

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

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:

Plants	Liquids	Food
Jewellery	Explosives	Flammable Substances
Batteries	Gas Cylinders	Aerosol Cans
Weapons	Lighters	Medicines

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 7 and 8. 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

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.



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:

Plants	Liquids	Food
Jewellery	Explosives	Flammable Substances
Batteries	Gas Cylinders	Aerosol Cans
Weapons	Lighters	Medicines

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:

BRITISH INTERNATIONAL FREIGHT ASSOCIATION (BIFA) STANDARD TRADING CONDITIONS 2025 EDITION

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These conditions are the intellectual property of the British International Freight Association (BIFA) and are solely for the use by current BIFA members.

THESE CONDITIONS CONTAIN PROVISIONS WHICH EXCLUDE OR LIMIT THE COMPANY'S LIABILITY (CLAUSE 26) AND REQUIRE THE CUSTOMER TO INDEMNIFY THE COMPANY (CLAUSE 20) AND WHICH PROVIDE TIME LIMITS FOR BRINGING CLAIMS (CLAUSE 27).

1 In these Conditions the following words shall have the following meanings:

"Company"	the BIFA member trading under these Conditions
"Conditions"	Clauses 1 to 28 of these Standard Trading Conditions
"Consignee"	the Person to whom the Goods are consigned, and whether or not that Person is named as Consignee on any carriage document
"Customer"	any Person at whose request or on whose behalf the Company provides advice, information or Services or with whom the Company contracts and regardless of whether that Person is required to make any payment to the Company
"Goods"	any goods which are the subject of Services provided by the Company
"LMAA"	the London Maritime Arbitrators Association
"Owner"	the owner of the Goods or Transport Unit and any other Person who is or may become interested in them
"Person"	natural person(s) or any body or bodies corporate
"SDR"	are Special Drawing Rights as defined by the International Monetary Fund
"Services"	All activities undertaken, offered or procured by the Company in the course of its business, whether gratuitous or for reward
"Transport Unit"	packing case, pallets, container, trailer, tanker, or any other device used whatsoever for and in connection with the storage or carriage of Goods by land, sea, rail or air

2 (A) Subject to sub-clause (B) below, all Services are undertaken subject to these Conditions.

(B) If any legislation, to include regulations and directives, is compulsorily applicable to any Services undertaken, these Conditions shall, as regards such Services, 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 Services be overridden to that extent and no further.

3 The Customer warrants that they are either the Owner, or are authorised by the Owner to contract for the Owner on the terms of these Conditions.

4 Subject to clauses 11 and 12 below, the Company shall be entitled to procure any or all of the Services as an agent for the Customer, or, to provide Services as a principal. 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.

5 The Company has complete discretion as to the means, route and procedure to be followed in the performance of any Services.

6 When the Company acts as an agent on behalf of the Customer, the Company shall be entitled to enter into all and any contracts on behalf of the Customer on such terms as may be necessary or desirable to fulfil the Customer's instructions. Upon a request by the Customer, the Company shall provide evidence of any contract entered into as agent for the Customer.

7 (A) Unless otherwise agreed in writing between the Customer and Company, in all and any dealings with HM Revenue & Customs by the Company on behalf of the Customer:

- where permitted under the Taxation (Cross-border Trade) Act 2018, the Customer empowers the Company to act as a direct customs agent; and
- in all other cases the Customer empowers the Company to act as an indirect customs agent.

(B) In all cases the Company may appoint a sub-agent to act on behalf of the Customer.

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

- has a general lien on all Goods and documents relating to Goods in its possession, custody or control, whether such Goods or documents be located within or outside the United Kingdom, 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;
- shall be entitled, on at least 7 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 or Owner and apply the proceeds in or towards the payment of such sums;
- shall, upon accounting to the Customer or Owner 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 including legal costs and reasonable compensation for internal management time, be discharged of any liability whatsoever in respect of the Goods or documents.

(B) When the Goods are liable to perish or deteriorate, or where charges incurred in relation to rent and/or storage are likely to exceed the likely sale value, 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 Whether acting as an agent or a principal 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 and/or Consignee and/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, if any, in relation to 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 or Owner.

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

- after at least 7 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 14 days and which cannot be delivered as instructed; and
- without prior notice, any Goods which are comprised within groupage and/or consolidated loads or have perished, deteriorated, or altered, or are in immediate prospect of so doing, such that they may cause 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 of the Goods will be arranged by the Company unless clearly stated instructions are given in writing by the Customer and accepted by the Company. Any insurance arranged by the Company shall be placed with insurers on the usual exceptions and conditions of cargo insurance policies and may be declared on any policy available to the Company;

(B) Where the Company agrees to arrange insurance on the Goods, the Company acts as agent for the Customer and shall be entitled to a reasonable arrangement fee and/or commission. The limits of liability under clause 26(A) of these conditions shall not apply to the Company's obligations under clause 11.

12 (A) Unless otherwise agreed in writing by an officer of 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-clauses (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 handle or deal with any such Goods, otherwise than under such 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 order to require it 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 the Company agrees to accept dangerous goods in accordance with clause 15, the Customer shall be responsible for complying with all applicable laws, regulations and codes of practice, including but not limited to the provision of correctly completed dangerous goods notes, proper labelling and marking of goods and ensuring that the Goods are packaged as necessary. Where a Person other than the Customer has a legal liability to perform any function in respect of dangerous goods then the Customer shall be liable to the Company for the consequences of any breach by that Person.

17 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, the Customer 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.

18 The Customer warrants:

- that the following (furnished by or on behalf of the Customer) are full and accurate: the description and particulars of any Goods including correct customs commodity codes; 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;
- that any Transport Unit and/or equipment supplied by the Customer in relation to the performance of any requested service is fit for purpose;
- 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 likely to affect the Goods and the characteristics of the Goods;
- 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;
- that where the Company provides the Transport Unit, on loading by the Customer, the Transport Unit has been carefully examined and that the Customer is satisfied that it is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded therein, or thereon;
- where the Company provides assistance to the Customer in relation to the completion and/or submission of any entries, declarations or similar, whether related to customs formalities, veterinary requirements, transit bonds, excise formalities, security or safety declarations or any other statement, declaration or entry of similar nature related to the Goods and their

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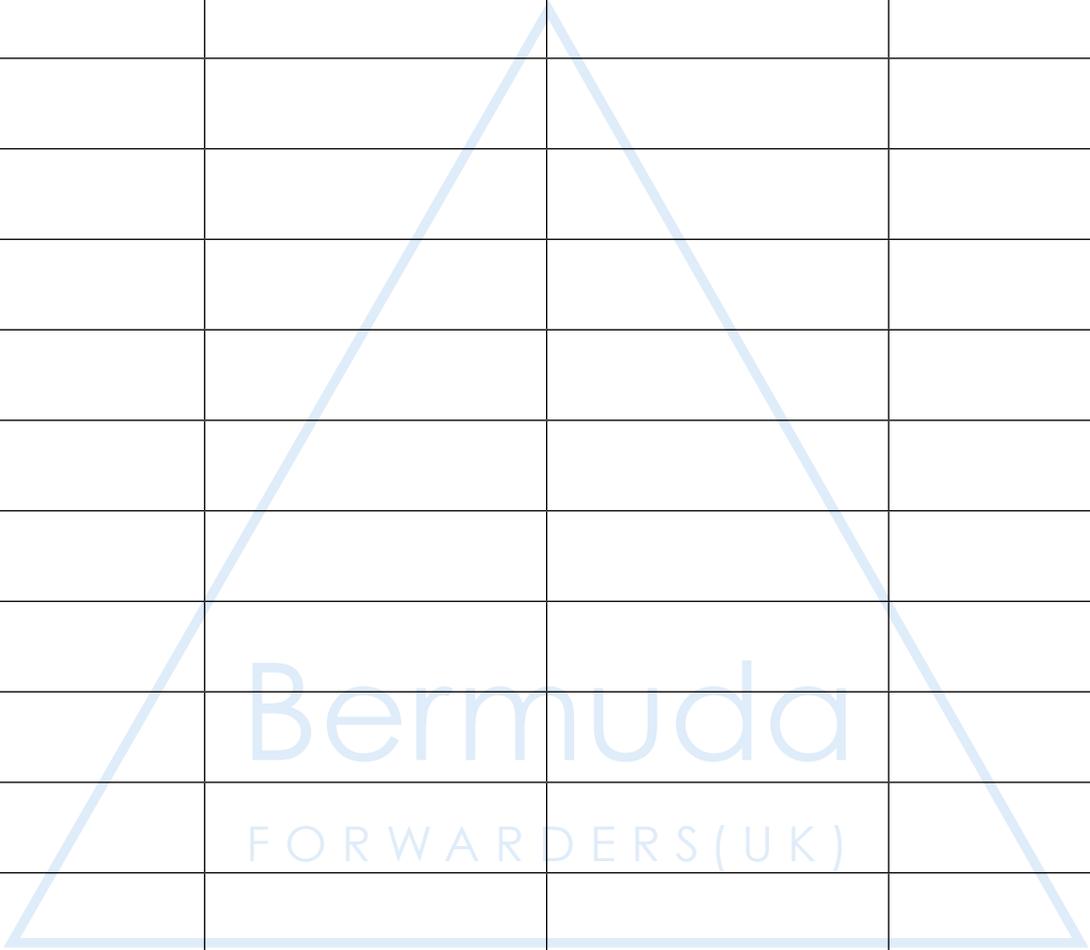
- movement, the Customer shall provide complete, factual and accurate data as required by the Company or their agents and fulfil its legal obligations;
- (G) where the Company is instructed to make a customs entry on the basis that import VAT is to be postponed, the Customer warrants that they are entitled to postpone VAT and will comply with all related regulatory requirements;
- (H) that the value of the Goods and the nature of the transaction by which the Goods are being imported/exported is fully and accurately described to the Company and that any commercial invoice reflecting the value of the Goods is an invoice issued by a true seller to a true buyer reflecting the real sum payable;
- (I) unless disclosed in writing to the Company neither the Goods, the Customer, the Owner nor any Person connected with the carriage of Goods are the subject of any trade sanctions or restrictions imposed by the UK, the EU, the USA or any other government or authority.
- 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, and, if any such claim should nevertheless be made, to indemnify the Company against all consequences thereof.
- 20** The Customer shall indemnify the Company for:
- (A) all charges, costs and expenses whatsoever (including but not limited to quay rent, demurrage or storage charges, duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied in relation to the Goods) arising out of the Company acting in accordance or in connection with the Customer's instructions, and any liability, loss or damage arising from any breach by the Customer of any warranty or other obligation contained in these Conditions, or from the negligence of the Customer;
- (B) 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;
- (C) 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.
- 21** (A) 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. Where the Customer makes a payment to the Company without providing instructions for the allocation of that payment then the Company has complete discretion as to the allocation and the allocation made by the Company shall be final and binding;
- (B) Where the Company offers the Customer any period of credit in relation to the payment of sums payable to the Company, any such credit may be varied or withdrawn at the Company's absolute discretion with immediate effect upon written notice;
- (C) 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) any and all other sums properly earned by and/or otherwise due to the Company (but which, but for this clause 21(C), 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 in accordance with clause 21(A);
- (D) Unless otherwise agreed in writing the Customer shall be absolutely barred from challenging the value of any invoice issued by the Company unless it gives written notice of the basis for the dispute before the later of (a) the date that the invoice became due for payment; or (b) 30 days from the invoice being delivered and that part of the invoice that cannot reasonably be disputed is paid within the date that the invoice became due for payment;
- (E) The Late Payment of Commercial Debts (Interest) Act 1998, as amended, shall apply to all sums due from the Customer.
- 22** Where a security demand is made for general average or salvage in respect of a Customer's Goods, the Customer shall promptly provide security in a form reasonably required by the Company or any carrier or salvor and the Customer shall indemnify the Company for any liability incurred by the Company in the nature of general average or salvage related to the Customer's Goods.
- 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, by the exercise of reasonable diligence, is unable to avoid and the consequences of which it is unable to prevent.
- 25** Unless it is expressly agreed in writing that the provisions of this clause 25 shall not apply, the Company has no liability for a failure to adhere to agreed departure or arrival dates of Goods, regardless of the cause.
- 26** (A) The Company's liability howsoever arising and including negligence and notwithstanding that the cause of loss or damage may be unexplained, shall not exceed:
- (i) in the case of claims arising out of loss or damage to Goods (including arising out of mis-delivery), the lesser of:
- (a) the value of any Goods lost or damaged; or
- (b) a sum at the rate of 2 SDR per kilo of the gross weight of the Goods lost or damaged.
- (ii) subject to the provisions of clauses 26(B) to (D) in the case of all other claims, the lesser of:
- (a) the value of any loss of the Customer; or
- (b) a sum equivalent to 2 SDR per kilo of the weight of the Goods which were the subject of the Services giving rise to the claim; or
- (c) 75,000 SDR.
- (iii) With respect to clause 26(A)(ii) where the Customer has two or more claims that arise out of a breach or a series of breaches that are repetitions of or represent the continuation of the original breach the Company's total liability arising therefrom shall not exceed 75,000 SDR in a calendar year. A calendar year shall start on the date that the first breach occurs.
- For the purposes of clause 26(A), the value of the Goods shall be their value when they were, or should have been, received for shipment or storage by or on behalf of the Company. The value of SDR shall be calculated as at the date when the claim is received by the Company in writing.
- (B) 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 whatsoever exceed a sum equal to twice the amount of the Company's charges in respect of the relevant carriage;
- (C) The Company shall not in any circumstances whatsoever or howsoever caused, including negligence or mis-delivery be liable for direct or indirect loss of profit, revenue, market or use, demurrage or detention, or the consequences of delay or deviation, or for any other indirect loss or for consequential loss;
- (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-clause 26(A) 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. A declaration of value, without a specific agreement to alter the liability limits, shall never be a basis for a variation of the limits of liability herein.
- 27** (A) Any claim by the Customer against the Company arising in respect of any Services 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 them to comply with this time limit, and that they have made the claim as soon as it was reasonably possible for them to do so.
- (B) The Company shall in any event be discharged of all liability whatsoever and howsoever arising in respect of any Services, unless suit be brought and written notice thereof given to the Company:
- (i) in the case of a claim arising out of the loss, damage, mis-delivery or delay of Goods, within nine months from the date that the Goods were delivered, or where no delivery occurred the date on which the Goods had been intended by the Company to be available for delivery;
- (ii) in all other cases, within nine months from the date of the Services alleged to give rise to the cause of action against the Company, or where the Customer can show that it was impossible to comply with this time limit, within six months of the date that the Customer became aware, or acting with reasonable diligence ought to have been aware, of the event or occurrence alleged to give rise to a cause of action against the Company.
- (C) For the purposes of clause 27(B)(i):
- (i) where delivery of the Goods does not occur within 7 days of the Goods being available for delivery, the nine month period shall commence on the 8th day after the Goods were available for delivery; and
- (ii) the date that the Company intended the Goods to be available for delivery shall be the Company's estimated date of arrival of the Goods into the country of destination as advised to the Customer, or where there was no such date, the date upon which the vessel, vehicle or aircraft intended to deliver the Goods to the country of destination was scheduled to arrive.
- 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) and (D) below, be subject to the exclusive jurisdiction of the English courts;
- (C) Where the Company and/or a Customer are located in Scotland or Northern Ireland the Company is entitled to commence proceedings in the courts of the country where the Company or Customer is located;
- (D) Notwithstanding (B) and (C) above, prior to the commencement of any court proceedings, the Company is entitled to require any dispute to be determined by arbitration, 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) where neither (i) nor (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.
- (E) Disputes between the same parties arising out of more than one contract or act may be brought together in a single arbitration.

INVENTORY OF ITEMS

Shipper Name: _____ Booking Number: _____

Consignee Name: _____ Port of Destination: _____

Quantity	Packing Type	Description	Value
TOTAL VALUE:			



Total Pieces: _____

Signature: _____ Date: _____

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			
	Add details of the following on another sheet				
	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: _____



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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 Manchester
 M23 9NJ

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