

Letter of engagement for our services as your freight forwarding agent.

We are pleased to accept the instruction to act as your freight forwarding agent for your company and are writing to confirm the terms of our appointment.

The purpose of this letter together with the attached terms and conditions is to set out our terms for carrying out the work and to clarify our respective responsibilities.

We are bound by the ethical guidelines of the British International Freight Association (BIFA), and accept instructions to act for you on the basis that we will act in accordance with those ethical guidelines. A copy of these guidelines can be viewed at our offices on request or can be seen at www.bifa.org.

1 Period of engagement

- 1.1 This engagement will commence when you first accept to appoint us freight forwarding agents for yourself or your company.
- 1.2 We will not deal with matters arising in respect of periods prior to you appointing us unless we have both agreed this and our costs to complete these.

2 Our responsibility to you

- 2.1 We have set out the agreed scope and objectives of your instructions within this letter of engagement. Any subsequent changes will be discussed with you and where appropriate a new letter of engagement will be agreed. We shall proceed on the basis of the instructions we have received from you and will rely on you to tell us as soon as possible if anything occurs which renders any information previously given to us as incorrect or inaccurate. We shall not be responsible for any failure to advise or comment on any matter which falls outside the specific scope of your instructions. We cannot accept any responsibility for any event, loss or situation unless it is one against which it is the expressed purpose of these instructions to provide protection.

3 Your responsibility to us

- 3.1.1 To pay our fees as agreed in our quotations to you and in the agreed credit limits confirmed to you.
- 3.1.2 The advice and service that we give can only be as good as the information upon which it is based. Insofar as that information is provided by you, or by third parties with your permission, your responsibility arises as soon as possible if any circumstances or facts alter as any alteration may have a significant impact on the advice given. If the circumstances change therefore or your needs alter, advise us of the alteration as soon as possible in writing.
- 3.3 Credit terms will be set in advance of us being engaged to act for you and this will be confirmed in a letter to you. We will carry out regular credit checks during the year, however if you want your credit limit to be reviewed, we would invite you to request this. Our credit limits are based on outsourced credit scoring specialist and in house qualified accountants review based on the best information provided or available.

4 Responsibilities

- 4.1 As either directors of the company, proprietors, partners of a partnership, members of a LLP or individuals, you are required by HMRC to ensure when making customs declarations:

You supply us all adequate information to allow us to make accurate declarations to HMRC;

If make the HMRC declarations yourself for customs clearance you must ensure you take all steps to declare correct information

Make judgements and estimates that are reasonable and prudent; and

Have correct calculations available for the basis of your customs declarations made;

Make us aware of any errors or omission you have made;

Provide us a reasonable explanation if we or HMRC question the basis of your costings when make customs declarations.

- 4.2 It is your responsibility to keep proper records which disclose with reasonable accuracy at any particular time the customs made by you or on your behalf.
- 4.4 You are also responsible for making available to us, as and when required, all the information required to make a correct customs entry.

4.5 You will also be responsible for:

Ensuring we have the correct details of each job when we quote and engage each job;

Ensure we are aware of the start destination and expected end destination;

Your expected time frame;

Items that you are expecting us to engage in to be delivered;

The weight, height and volume of the items you are looking for us quotes on and deliver

4.7 As part of our normal procedures we may request you to provide written confirmation of any oral information and explanations given to us during the course of our work.

4.8 We have a professional duty to carry out our duties with generally accepted principles set out by BIFA and HMRC in the UK. Where clients use our deferment facility, we will be required to make declarations to HMRC (customs declarations). Where we identify that the information on documentations for custom clearance do not conform to accepted HMRC principles or standards we will inform you and suggest amendments be put through entries before being submitted. We have a professional responsibility not to allow our name to be associated with entries that may be misleading. In extreme cases, where this matter cannot be resolved, we will withdraw from the engagement and notify you in writing of the reasons.

5 Our service to you

5.1 To carry out our work based on your instructions to us within the scope of BIFA. We will advise you of a proposed timetable and costs on a job to job basis which we will agree before you engage us on each job.

6 Limitation of liability

6.1 The advice which we give to you is for your sole use and does not constitute advice to any third party to whom you may communicate it.

6.2 We will provide our services outlined in this letter with reasonable care and skill. However, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities arising from the supply by you or others of incorrect or incomplete information, or from the failure by you or others to supply any appropriate information or your failure to act on our advice or respond promptly to communications from us or the tax authorities.

December 2018