

Review date: 15.01.2026

This is in addition to CMR Terms by statute for international traffic and to BIFA 2025 Standard Trading Terms by contract for UK domestic traffic.

Most organisations which contract to undertake work on behalf of customers, use terms and conditions of trading and incorporate these into their contracts. The reason for this is to ensure that all contracting parties understand both their rights and obligations, and to set clear standards. Inevitably these contain “small print”, and we will try to highlight some of the most important points, whilst addressing the need to make full written texts readily available to customers.

**1) BIFA 2025 STC.**

Where Efret Ltd acts as a carrier or a carrier within the U.K. and within the Republic of Ireland and to and from the Republic of Ireland and vice versa, the trading conditions are those of the BIFA Standard Trading Conditions. In certain circumstances the provisions of International Conventions may take precedence over our standard conditions of carriage i.e. CMR.

**2) CMR Convention.**

These conditions apply by international treaty between virtually all European countries and beyond. The liability under CMR is currently 8.33 S.D.R per kilo.

**3) Consequential Loss.**

All of these terms reject any liability for consequential loss, either specifically or by omission, except for a liability up to a maximum sum represented by the freight charged for the particular consignment. The reason for this exclusion of liability is that it is not possible to insure against consequential loss because theoretically there could be no limit to such a claim, and it would not bear any relation to the freight charge or the value of the shipment, both of which could be insured. The most common example is that of a delivery delay, resulting in “down time”. It must be borne in mind that, whilst we will always use our expertise and resources to meet scheduled and specific delivery times, there is always the possibility of human error, poor weather, mechanical failure, customs problems, and other factors beyond our control, which may lead to a delay in delivery or transit times. We will keep you updated on the progress of your shipment, and will provide satellite tracked updates where requested. Finally, we cannot accept liability in the event of a late delivery, or any other form of consequential loss.

**4) Offsetting claims against freight charges.**

Claims are always settled by agreement and it is expressly stated in all terms and conditions of trading related to freight & transport that claims against a carrier cannot be off set against freight charges owed to that carrier.

**5) Quotations.**

All quotations are based on 3m<sup>3</sup> = 1000 kg & 1 loading metre = 1750 kg, current exchange rates & fuel prices and may be altered without notice.

Rates in any groupage tariff provide that the minimum price in any one charge band will never be less than the maximum charge in the preceding charge band.

Quotations have no provision for dangerous goods, timed delivery, or special requirements unless otherwise stated.

Spot quotations are valid for one shipment. We would be delighted to provide full tariffs & range quotations on request.

We have no liability for consequential loss and quoted transit times are advisory and not guaranteed.

Our standard conditions of carriage are BIFA 2025 STC Conditions & CMR.

**6) Disclaimers.**

Our stated conditions of carriage incorporate a requirement that cargo is suitably packed for shipment by the chosen means, and a claim could be rejected on the grounds of insufficient or inadequate packaging. It is the policy of Efret Ltd to carry cargo in a safe and secure manner, ensuring that your product reaches your customer in good condition. In our experience a number of cargo types and shipment types attract more goods in transit claims and problems than others and we believe it is our duty to draw our customers' attention to these issues prior to shipment and create the opportunity to avoid or minimize problems.

Please find below a list of those products/cargo types which experience has shown have a predisposition for damage and for the shipment of which we require a disclaimer. We are always pleased to discuss packaging and shipment security, and offer advice.

Any products or containing glass, ceramics, stone, marble, in any form, or similar material.

Unpacked machinery, second hand machinery and naked cargo of any type or construction.

Returned consignments and goods of any kind.

Out of gauge/oversize shipments unless suitably packed for transport.

Furniture unless securely packed.

Deliveries are made to the tailboard of the vehicle only and tail lift deliveries can only be made to the kerb side adjacent to the tail lift.

**Declaring Force Majeure.** Notwithstanding anything to the contrary previously expressed, to include regarding this quotation, Efret Ltd. shall not be liable for any delays, failures in performance or additional costs resulting from acts beyond its reasonable control including, without limitation, acts of WAR, EU Mobility Package consequences, shortage of supply, sudden increase in fuel cost, breakdowns or malfunctions of computer facilities, power failures or mechanical difficulties with information storage or retrieval systems, labour difficulties or civil unrest.

#### 7) Demurrage charges

2 hours free for loading and offloading.

GB£ 50.00 + VAT per hour thereafter per each opened hour or €60.00 + VAT per hour thereafter per each opened hour.

1 full day waiting time = GB £450.00 + VAT or €500.00 + VAT.

Based on Monday > Friday

24h transport cancellation pre-advice = 50% of agreed transport rate.

Same day transport cancellation = 75% of agreed transport rate.

Cancellation on Friday afternoon from 14h00 for Monday is regarded as same day cancellation = 75% of agreed transport rate.

Deviation from original transport agreement will be reviewed and negotiated on an ad hoc basis.

#### 8) Customs Terms & Conditions

Where customs clearance applies, Efret includes a 2hr timeslot for the customs formalities.

All paperwork required for Efret to perform the clearance, must be provided 24hr prior collection. If not, charges may apply. It is the shipper responsibility to make sure that all the customs information (invoice, item value, items quantity, packaging etc.) related to the shipment is correct.

Payment of customs VAT and duties are due immediately at reception of invoice in order for the goods to be cleared. Immobilisation of the vehicle due to delay of the VAT payment, will be charged to the customer at the standard demurrage rate.

Extra cost generated by unforeseen immobilisation beyond Efret's control such as border delays, customs checks, etc., are chargeable to the customer as per Efret demurrage conditions spelt in this document.

**9) Payment Terms**

Payment terms are 30 days net from invoicing date, except duty & VAT which are payable by return or in advance.

PDF invoice only sent by email

E-CMRs are only supplied on demand at an extra cost of GB£ 30.00 + VAT / €40.00 + VAT per item.

**10) Conclusion**

While this array of conditions can look onerous and obscure they do in fact make the relationships between contracting parties very clear and, most importantly, they are well known and understood by insurers.

We recommend that customers discuss the terms and conditions applied by their haulier or forwarder with their own insurers who will offer advice as required but advice based on the knowledge of clear conditions of carriage. We would of course be pleased to discuss or clarify these terms and any other aspect of your transport, shipping, or storage requirements should you wish.