

# ALDERNEY SHIPPING CO. LTD.



**Consignment note and customs declaration**

White Rock, St Peter Port, Guernsey, GY1 2LN

Guernsey Tel: (01481) 721515 Alderney Tel: (01481) 822231

Invoicee full name and address: (This is the Company/Person <u>paying for the shipping</u> )	
Telephone	
Email	Please provide, so we can email invoice
Exporter's full name and Address: (This is the Company/Person <u>supplying the goods</u> )	
Telephone	
Email	
Importer's full name and address: (This is the Company/Person that is the <u>end receiver of the goods</u> )	
Telephone	Please provide or we can't contact the customer for delivery/collection
Email	

CONSIGNMENT NOTE NO.
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This form is required by customs in order to clear your goods. Please complete fully and legibly IT MUST BE SIGNED BY YOU OR YOUR REPRESENTATIVE. Incomplete information may delay shipment of your goods and there are severe penalties for making false declarations Your attention is also drawn to your responsibility in correctly declaring all dangerous goods according to the requirements of the Merchant Shipping (Dangerous Goods) Rules, 1952.

Any questions regarding this form should be submitted to questions@alderneyshipping.com or 01481 721515

No. Of Pkgs	Type of Pkgs	Description of Goods	Gross Wt kgs	Volume (M³)	Value £	Country of origin
NB THERE IS AN ADDITIONAL FREIGHT CHARGE FOR FREIGHT IN VEHICLES						

**PLEASE NOTE THAT WHEN DELIVERING GOODS TO THE PORTS, PPE AND PHOTO ID WILL BE REQUIRED**

This form is required by customs in order to clear your goods. Please complete fully and legibly. IT MUST BE SIGNED BY YOU OR YOUR REPRESENTATIVE Incomplete information may delay shipment of your goods and there are severe penalties for making a false declaration. It is your responsibility to correctly declare all dangerous goods according to the requirements of the Merchant Shipping (Dangerous Goods) Rules, 1952

<b>DO YOU REQUIRE INSURANCE?</b>		
<b>NB THIS IS AN ADDITIONAL CHARGE</b>		
YES	NO	
Value of goods	£	
Email:		

I/We request Alderney Shipping Ltd. (the company) to carry the above mentioned consignment which expression shall mean the above vehicle/trailer and goods as above laden therein (or thereon).  
 I/we instruct Alderney Shipping Ltd. To act as my/our agent for the completion and presentation of all documents relating to the movement of these goods.  
 I/We accept the conditions of carriage.  
 Signature of Shipper or Authorised Representative \_\_\_\_\_  
 Print name in BLOCK CAPITALS \_\_\_\_\_ Date \_\_\_\_\_

**PLEASE ATTACH INVOICES IN DUPLICATE FOR CUSTOMS CLEARANCE PURPOSES**

# STANDARD CONDITIONS OF CARRIAGE OF GOODS BY SEA

Admiralty Shipping Company Limited, Stork Line Channel Seaways Limited, Allied Coasters Limited and Associated Companies.

## TERMS AND CONDITIONS

(Enlarged print available from the Carrier to his agents.)

### 1. DEFINITIONS

The term **Bills of Lading** shall include bills of lading and other non negotiable instruments (consignment notes) and in this sense the word "bills of lading".

"Carrier" means the party named on the agent in the Signature box on the face hereof.

"Merchant" includes any Person who at any time has been or becomes the Shipper, Holder, Consignee, Dischargee or Goods Recipient, or the person in possession of the Goods or of this Bill of Lading and any Person acting on behalf of any such Person.

"Holder" means any Person for the time being in possession of (or entitled to the possession of) this Bill of Lading.

"Sub-Contractor" includes an individual, group, company or other entity.

"Sub-Contractors" includes (but is not limited to) owners and operators of any Vessels (other than the Carrier), stevedores, terminal and groupage operators, road, rail and air transport operators and any independent contractor employed by the Carrier in performance of the Carriage and any sub-sub-contractors thereof.

"Vessel" means any motor-propelled vessel, whether or not the obligation to indemnify arises out of negligent or non-negligent acts or omissions of the Carrier, his servants, agents or Sub-Contractors.

"Goods" means the whole or any part of the cargo received from the Shipper and includes the packing and any equipment or Container not supplied by or on behalf of the Carrier.

"Vessel" includes any container, trailer, transportable tank, flat or pallet, or any similar article used to consolidate goods and any ancillary equipment.

"Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods covered by this Bill of Lading.

"Port of Loading" means any port at which the Goods are loaded on board any Vessel (which may not necessarily be the Vessel named overleaf) for Carriage under this Bill of Lading.

"Port of Discharge" means any port at which the Goods are discharged from any Vessel (which may not necessarily be the Vessel named overleaf) after Carriage under this Bill of Lading.

"Vessel" means any waterborne craft used in the Carriage under this Bill of Lading which may be a feeder vessel or an ocean vessel.

"Combined Transport" arises if the Place of Receipt and/or the Place of Delivery are indicated on the face hereof in the relevant spaces.

"Vessel" means the Carriage is not Combined Transport.

"Shipped on Board" relates only to the Container into which the Goods are manifested.

"Freight" includes all charges payable to the Carrier in accordance with the applicable Tariff and this Bill of Lading.

"Incoterms" Rules" means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August, 1924 and includes the amendments by the Protocol signed at Brussels on 23rd February, 1968, but only if such amendments are compulsorily applicable to this Bill of Lading. (It is expressly provided that nothing in this Bill of Lading shall be construed as contractually applying the said Rules as amended by said Protocol).

### 2. CARRIER'S TARIFF

The terms and conditions of the Carrier's applicable Tariff are incorporated herein. Particular attention is drawn to the terms and conditions relating to container and vehicle demurrage. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier or his agents upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

### 3. WARRANTY

The Merchant warrants that in agreeing to the terms and conditions hereof he is or has the authority of the Person owning or entitled to the possession of the Goods and this Bill of Lading.

### 4. SUB-CONTRACTING AND INDEMNITY

(1) The Carrier shall be entitled to sub-contract the Carriage on any terms whatsoever.

(2) The Merchant undertakes that no claim or allegation shall be made against any Person whose name by whom the Carriage is performed or undertaken (including all Sub-Contractors of the Carrier), other than the Carrier, which imposes or attempts to impose upon any such Person, or any vessel owned by any such Person, any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising out of negligence on the part of such Person and, if any such claim or allegation should nevertheless be made, the Merchant will indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing every such claim or allegation shall be determined in accordance with the provisions of the relevant provisions of the Incoterms herein contained or otherwise available to the Carrier (including, but not limited to Clause 24 hereof) as if such provisions were expressly for his benefit and, in entering into this contract, the Carrier, to the extent of these provisions, does so not only on his own behalf but also as agent and trustee for such Persons or vessel.

(3) The Merchant shall be liable for any claims or allegations of whatsoever nature which the Carrier contained therein, shall extend to claims or allegations of whatsoever nature against other Persons chartering space on the carrying Vessel.

(4) The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier or any Person other than in accordance with the terms and conditions of this Bill of Lading which imposes or attempts to impose upon the Carrier any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising out of negligence on the part of the Carrier and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

### 5. CARRIER'S RESPONSIBILITY PORT-TO-PORT SHIPMENT

If Carriage is Port-to-Port, the liability (if any) of the Carrier for loss, damage or delay to the Goods occurring from and during loading onto any Vessel up to and during discharge from that Vessel or from another vessel into such Vessel or from one Vessel to another shall be determined in accordance with any national law making the Hague Rules compulsorily applicable to this Bill of Lading, or in any other case in accordance with the Hague Rules, Articles 1-8 inclusive only. Unless Clause 25 applies, the Carrier shall be under no liability whatsoever for loss, damage or delay to the Goods, whatsoever occurring, if such loss, damage or delay arises prior to loading onto the Vessel or discharge from a Vessel. Notwithstanding the above, in any case and to the extent that any applicable law provides for any additional period of responsibility, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by this clause during that period, notwithstanding that the loss, damage or delay did occur at sea. In the event of the Goods being discharged at a port other than the Port of Discharge, the Carrier shall be liable for any loss, damage or delay occurring after discharge by whatever means, the Hague Rules as referred to in paragraph 1 of this clause shall continue to apply until delivery at the nominated Port of Discharge (or elsewhere), notwithstanding that Carriage may not be by sea.

### 6. CARRIER'S RESPONSIBILITY COMBINED TRANSPORT

If Carriage is Combined Transport, the Carrier undertakes to perform and/or in his own name to procure performance of the Carriage from the Place of Receipt or the Port of Loading whichever is applicable, to the Port of Discharge or the Place of Delivery, whichever is applicable, and, save as is otherwise provided for in this Bill of Lading, the Carrier shall be liable for loss, damage or delay occurring during the Carriage only to the extent set out below.

(i) If the stage of the Carriage during which loss or damage or delay occurred is not known

(ii) Exclusions: If the stage of the Carriage during which the loss, damage or delay occurred is not known, the Carrier shall be relieved of liability for loss, damage or delay if such loss, damage or delay was caused by:

- an act or omission of the Merchant,
- insufficiency of or defective condition of packing or marking,
- handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant (see Clause 6),
- any act or omission of the Carrier, other than as provided in the above, in and to the extent that any applicable law provides for any additional period of responsibility, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by this clause during that period, notwithstanding that the loss, damage or delay did occur at sea. In the event of the Goods being discharged at a port other than the Port of Discharge, the Carrier shall be liable for any loss, damage or delay occurring after discharge by whatever means, the Hague Rules as referred to in paragraph 1 of this clause shall continue to apply until delivery at the nominated Port of Discharge (or elsewhere), notwithstanding that Carriage may not be by sea.

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(viii) any act or omission of the Carrier the consequences of which he could not reasonably have foreseen,

(ix) compliance with instructions of any Person entitled to give them.

(x) when of Proof: If the stage of the Carriage during which the loss, damage or delay occurred is not known, the Carrier shall be relieved of liability for loss, damage or delay if such loss, damage or delay was caused by:

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### 18. MATTERS AFFECTING PERFORMANCE

If at any time the Carriage, the Vessel or other goods on board the Vessel are or are likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (other than the inability of the Goods, due to their condition, to be properly carried or carried further) and/or whatsoever arising from the circumstances giving rise to such hindrance, risk, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for Carriage), the Carrier (whether or not the Carriage is commenced) may, without prior notice to the Merchant and at the sole discretion of the Carrier, either:-

(a) suspend the Carriage of the Goods and store them ashore or afloat upon the terms of this Bill of Lading and endeavor to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of such suspension of Carriage. If the Carrier elects to invoke the terms of this Clause 18 (a) then notwithstanding the provisions of Clause 17 hereof, he shall be entitled to charge such additional Freight as the Carrier may determine;

(b) suspend the Carriage of the Goods and store them ashore or afloat upon the terms of this Bill of Lading and endeavor to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of such suspension of Carriage. If the Carrier elects to invoke the terms of this Clause 18 (b) then notwithstanding the provisions of Clause 17 hereof, he shall be entitled to charge such additional Freight as the Carrier may determine;

(c) Abandon the Carriage of the Goods and place them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for Carriage, and the Merchant shall pay any additional costs of the Carriage to, and delivery and storage at, such place or port. If the Carrier elects to use an alternative route under Clause 18 (a) or to suspend the Carriage under Clause 18 (b) this shall not prejudice his right subsequently to abandon the Carriage.

(d) Abandon the Carriage of the Goods and place them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for Carriage, and the Merchant shall pay any additional costs of the Carriage to, and delivery and storage at, such place or port. If the Carrier elects to use an alternative route under Clause 18 (a) or to suspend the Carriage under Clause 18 (b) this shall not prejudice his right subsequently to abandon the Carriage.

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(j) Abandon the Carriage of the Goods and place them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for Carriage, and the Merchant shall pay any additional costs of the Carriage to, and delivery and storage at, such place or port. If the Carrier elects to use an alternative route under Clause 18 (a) or to suspend the Carriage under Clause 18 (b) this shall not prejudice his right subsequently to abandon the Carriage.

(k) Abandon the Carriage of the Goods and place them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for Carriage, and the Merchant shall pay any additional costs of the Carriage to, and delivery and storage at, such place or port. If the Carrier elects to use an alternative route under Clause 18 (a) or to suspend the Carriage under Clause 18 (b) this shall not prejudice his right subsequently to abandon the Carriage.

(l) Abandon the Carriage of the Goods and place them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for Carriage, and the Merchant shall pay any additional costs of the Carriage to, and delivery and storage at, such place or port. If the Carrier elects to use an alternative route under Clause 18 (a) or to suspend the Carriage under Clause 18 (b) this shall not prejudice his right subsequently to abandon the Carriage.

(m) Abandon the Carriage of the Goods and place them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for Carriage, and the Merchant shall pay any additional costs of the Carriage to, and delivery and storage at, such place or port. If the Carrier elects to use an alternative route under Clause 18 (a) or to suspend the Carriage under Clause 18 (b) this shall not prejudice his right subsequently to abandon the Carriage.

(n) Abandon the Carriage of the Goods and place them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for Carriage, and the Merchant shall pay any additional costs of the Carriage to, and delivery and storage at, such place or port. If the Carrier elects to use an alternative route under Clause 18 (a) or to suspend the Carriage under Clause 18 (b) this shall not prejudice his right subsequently to abandon the Carriage.

(o) Abandon the Carriage of the Goods and place them at the Merchant's disposal at any place or port which the Carrier