

General terms

All business transactions are subject to our Industry Standard terms and conditions of BIFA 2021. The full version of this document is available on our website. Hard copies are available on request. In addition to these terms and conditions, further conditions apply which are detailed below.

Liability

Our liability in all International road movements is subject to CMR which limits the liability to 8.33 SDR's per kilo plus prorated freight costs. This document can also be found on our website, and hard copies are available on request. Please be advised that CMR convention does not apply to, amongst other items, furniture removals (see Article 1.4).

In the case of UK movements or sea freight movements, BIFA liability applies, and this is 2SDR's per kilo plus prorated freight costs. The rate of exchange for the SDR (also known as XDR) fluctuates daily and we can suggest www.xe.com to obtain current rates.

Insurance

Most goods are covered under our liability insurance policy up to the level of CMR, or BIFA, whichever is applicable. However, not all goods are covered under our policy, and therefore we urge clients to ensure their goods are insured by other means in the case that our policy excludes such items from liability.

Such items which are not insured are; living creatures, bullion, cash and the like, bank notes, stamps, prepaid phone cards and similar, bonds, treasury notes, securities or explosives, fine arts, specie and negotiable instruments, and household or industrial goods during removal or storage which includes personal effects*.

*Special terms apply to the movement of Personal Effects.
[Please see page 3.](#)

In addition to these exclusions, certain high value theft attractive goods are further limited to a maximum of £100,000 in any one claim. These include such items as; wines & spirits, tobacco products, non-ferrous metals in all forms, furs and ready made garments, mobile phones and similar associated products, precious stones or metals and articles made of such materials, audio/visual equipment, computer equipment, software & accessories, and photographic equipment & accessories.

If in any doubt, please refer to our insurance policy on our website which deals with all exclusions in greater detail.

Hazardous goods

If the consignment is of a hazardous nature, we expect that the correct documentation be supplied on collection, including, but not limited to Dangerous Goods Notes & Hazard diamonds. If any consignment is received without the correct documentation, the consignment may be short shipped and still charged for unless it is possible to complete the documentation from information pre-advised. Our charge for completing a DGN is GBP25, and for hazard diamonds, GBP5 each.

Demurrage

A reasonable time shall be allowed for loading/unloading proportionate to the size of the shipment. Should this time be exceeded, we reserve the right to charge demurrage at a variable rate in consideration of any lost work as a consequence of such delay. As an indicator, 'reasonable' time in the case of a full load should not exceed 3 hours, against a single pallet shipment circa 15/20 minutes.



Customs

Any customs formalities carried out or arranged by Ital Logistics Limited, on instructions by the client, are done so on the strict understanding that the client indemnifies Ital Logistics Limited, and/or its nominated subcontractors, against any charges howsoever imposed by HMRC and/or its agents, in accordance with Article 7 of BIFA 2021.

Payment

If credit is granted, standard terms are strictly 30 days invoice date, unless otherwise agreed in the application for credit. These terms apply irrespective of any other statement expressed in writing by either party. In the case of any claims, there shall be no right of set-off, and our invoice for freight charges should be paid in full, and within the allotted terms.

In cases of late payment, we reserve the right to charge Late Payment Interest in accordance with the legislation in force at the time. We also reserve the right, in extreme circumstances, to exercise a lien on cargoes which may be in our possession.

Proofs of delivery

We do not, as standard, provide proofs of delivery. If proofs of delivery are required for specific consignments we will gladly provide these when available. However, we do not accept that non-provision of a proof of delivery provides reason to withhold payment of our freight invoice and all our invoices are due for payment within the allotted terms.

Delay

Please be assured that we will do everything possible to meet any collection and/or delivery criteria quoted in our correspondence.

However, please be aware that in the event of delays beyond our control we cannot be held responsible for any attributed costs which may be incurred. Any transit times are quoted in good faith and are never to be considered as a guarantee.

Aborted/altered consignments

In the event that a consignment is cancelled or reduced without providing sufficient notice, we reserve the right to charge for the consignment as if it had been completed as booked, either in full, or in part in the event that the space is reused with other consignments. We define 'sufficient notice' as 24 hours warning in the case of full and part loads, and 6 normal working hours in the case of Groupage consignments. In the case of special equipment, this can vary depending on the type of movement but would consider up to 7 days advance warning.

Holiday periods

During August many countries virtually 'close' for holidays, in particular – Italy. On the run up to these holiday periods we may apply a surcharge for placement of trailers, in which case you will be notified in writing at least 3 weeks before. The usual period for such charges is the last week of July and the first three weeks of August, although depending on the calendar these dates may vary.

In the case of any questions, please do not hesitate to contact us for clarification of any of the items mentioned in this document.



Personal effects

In addition to our standard terms and conditions, there are further things which you need to be aware of. Whilst the below is not totally comprehensive, it encompasses some of the frequently asked questions.

We regret that we are unable to transport personal effects except where:

- The goods are professionally packed
- Our contract is with a business
- The collection and delivery points are official businesses
- The collection and delivery points have suitable handling facilities

Insurance

Personal effects are not covered by our insurance. We strongly recommend that you seek insurance cover before goods are collected from your premises. For full details of our insurance conditions please refer to our website: <https://www.ital-logistics.com/resources/insurance/>

Data protection (GDPR)

Ital Logistics only collates data from customers and suppliers on a 'need to know' basis (legitimate interests) in order to fulfil its duties as a service provider of freight forwarding services and for marketing purposes only. All data stored electronically is secure, firewalled, and is role-based depending on the permissions of any individual employee. Ital Logistics' I.T. systems are supported by companies who also have robust measures in place to ensure cyber safety. Very little data is now stored manually, but that which is stored in this way is in a secure environment, and any that is old and no longer required by legislation is permanently destroyed. We only hold data as long as is legally necessary to comply with company laws and regulations. Data is not shared outside of Ital Logistics' except as necessary to fulfil its services or as legally bound. Should you wish to opt out of marketing material, you can do so by emailing optout@ital-logistics.com. Should you require any further information, please do not hesitate to contact us.