

Terms and Conditions

1. Introduction

- 1.1 These Terms and Conditions set out the rights, obligations, and responsibilities of all parties involved in services provided by Barta Logistics ("Company").
- 1.2 References to "you" or "your" refers to the Customer, while "we," "us," or "our" refer to the Company.
- 1.3 These terms govern our logistics and freight forwarding services, including but not limited to international and domestic transportation via air, sea, and rail freight.
- 1.4 By using our services, you agree to these terms.
- 1.5 This Bill of Lading is the final contract between the parties which supersedes any prior agreement or understanding, whether in writing or verbal.

2. Quotation

- 2.1 Our quotations exclude customs duties, inspections, and government taxes unless expressly stated.
- 2.2 Additional charges may apply if:
 - 2.2.1 Work is performed outside normal working hours (08:00 - 18:00) or on public holidays.
 - 2.2.2 Additional services such as storage, special handling, or permits are required.
 - 2.2.3 Delays or events beyond our control increase time or resources needed for fulfillment.
 - 2.2.4 Special equipment or access modifications are needed for collection or delivery.

3. Services Not Included

- 3.1 Unless agreed in writing, we do not:
 - 3.1.1 Dismantle or assemble furniture or equipment.
 - 3.1.2 Handle hazardous materials or restricted items.
 - 3.1.3 Provide storage beyond agreed timelines without additional fees.
 - 3.1.4 Guarantee delivery times affected by third-party carriers or unforeseen disruptions.
 - 3.1.5 Handle X-ray or inspection costs unless explicitly agreed upon.

4. Customer Responsibilities

- 4.1 You must:
 - 4.1.1 Provide accurate details of goods, including value, weight, and dimensions.
 - 4.1.2 Obtain all necessary permits and legal documents for transportation.
 - 4.1.3 Ensure safe and suitable access for collection and delivery.
 - 4.1.4 Pack goods adequately to withstand transit conditions.
 - 4.1.5 Accept responsibility for delays and additional costs due to natural causes (e.g., port storms).
 - 4.1.6 Accept responsibility for goods packed by the customer.

5. Our Responsibilities

- 5.1 We will:
 - 5.1.1 Arrange for transportation of goods as per agreed terms.
 - 5.1.2 Use reasonable care in selecting third-party carriers and service providers.
 - 5.1.3 Maintain required licenses and compliance with UK and international regulations.
 - 5.1.4 Notify you promptly of any significant delays, damages, or losses.

6. Prohibited and Restricted Items

- 6.1 The following items must not be submitted for transport or storage:
 - 6.1.1 Illegal goods, weapons, explosives, or hazardous materials.
 - 6.1.2 Perishable goods requiring special storage.
 - 6.1.3 Valuables such as cash, jewelry, or confidential documents unless specifically agreed upon.
 - 6.1.4 Live animals or plants subject to specific import/export restrictions.

7. Liability and Insurance

- 7.1 Our liability is limited as follows:
 - 7.1.1 We are not liable for loss or damage due to external factors beyond our control (e.g., customs seizure, acts of God, or third-party negligence).
 - 7.1.2 Compensation for loss or damage is limited to the value declared at the time of contract unless additional insurance is arranged.
 - 7.1.3 We shall not be liable for indirect or consequential losses, including loss of profit or business interruption.

8. Payment Terms

- 8.1 Payment terms are as follows:

- 8.1.1 Full payment must be made before shipment unless otherwise agreed in writing.
- 8.1.2 Delayed payments may incur additional fees and interest at a rate of 8% per annum above the Bank of England base rate.
- 8.1.3 We reserve the right to withhold goods until all outstanding payments are settled.
- 8.1.4 Goods will not be loaded from the warehouse until payment is made.
- 8.1.5 Customer is responsible for costs incurred due to goods not collected on time.

9. Bill of Lading

- 9.1 The Bill of Lading serves as a contract of carriage and receipt of goods.
- 9.2 The Shipper must ensure accuracy in the details provided on the Bill of Lading.
- 9.3 Any discrepancies in the Bill of Lading may result in additional charges or delays.
- 9.4 The Company reserves the right to issue a corrected Bill of Lading in case of inaccuracies.

10. Cancellation and Delays

- 10.1 Cancellation charges apply as follows:
 - 10.1.1 More than 10 working days before service: No charge.
 - 10.1.2 5-10 working days before service: Up to 30% of the agreed charge.
 - 10.1.3 Less than 2 working days before service: Up to 90% of the agreed charge.
- 10.2 We are not liable for delays beyond our control, including customs clearance delays, strikes, or force majeure events.

11. Dispute Resolution

- 11.1 In the event of a dispute:
 - 11.1.1 Efforts will be made to resolve matters amicably.
 - 11.1.2 If unresolved, disputes shall be settled under UK law and jurisdiction.

12. Governing Law

- 12.1 These Terms and Conditions are governed by the laws of England and Wales. Any legal proceedings will take place within this jurisdiction.

13. Delivery

- 13.1 Method and time of delivery will be as agreed upon in the consignment details.
- 13.2 Late payment fees and penalties may apply as per our current rate schedule.
- 13.3 If delivery date is changed or goods are not accepted after the delivery vehicle has departed, the customer is responsible for subsequent delivery costs.

14. Carrier's Rights

- 14.1 The Carrier has the right, but not the obligation, to open and/or scan any package or Container at any time and to inspect, verify and weigh the contents without notice to the customer.
- 14.2 If the Shipper's particulars are found to be erroneous and additional Freight is payable, the customer shall be liable for the additional freight and any expenses incurred.

15. Storage and Transportation

- 15.1 Optional storage, deck cargo, and livestock transportation are subject to separate agreements and additional terms.
- 15.2 The Company reserves the right to determine how and where goods will be transported unless specifically agreed otherwise with the customer.

16. Limitations on Carrier's Performance

- 16.1 If at any time the carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising which cannot be avoided by the Carrier by the exercise of reasonable endeavors, the Carrier reserves the right to take appropriate action.

17. Both to Blame Collision Clause

- 17.1 If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying ship or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying Vessel or Carrier. By using our services, you acknowledge and agree to these Terms and Conditions.