

MONTGOMERY TRANSPORT GROUP

Terms and Conditions - Incorporation of Annex to Haulage via Short Sea Ro-Ro

Definitions

Unless otherwise indicated with immediate effect, the provisions of this Annex apply to Goods transported by the relevant contracting entity within the Montgomery Transport Group (MTG), namely Montgomery Transport Limited (NI012639), Montgomery Transport Ireland Limited CRO 116625, Montgomery Distribution Limited (NI046408) and Montgomery Freight Management Limited (NI653566), and their authorised subcontractors, between Great Britain, Northern Ireland, the Republic of Ireland and the European Union under non-inventory linked, virtual envelope models.

“Customer” means the person or company contracting for the services, including any other carrier tendering a consignment for carriage.

“Timely” means the provision of required information, documentation or instructions no later than forty-five (45) minutes before the consignment’s arrival at the port of export/departure, or at least four (4) hours before arrival at the first relevant port or border point, or at the time of departure from the location at which the Goods were loaded, whichever occurs first.

Details

1. The provisions of this Annex are without prejudice to any Road Haulage Association Conditions of Carriage expressly incorporated in writing for road haulage services only. Customs, customs debt, tax, duty, penalty, regulatory exposure and indemnity provisions in the relevant Terms of Business shall prevail over any inconsistent Road Haulage Association provision.
 - 1.1. Where MTG has not made the relevant main customs declarations of customs import, export or transit document and unless otherwise agreed in advance and in writing:
 - 1.2. It is the responsibility of the Customer to comply with all regulations or requirements of HMRC, Irish Revenue, Health Authority, Port Authority, and Competent Border Authority.
 - 1.3. The Customer shall be responsible for providing all information and documentation required for the preparation and submission of any Safety and Security Declarations, including but not limited to Entry Summary Declarations (ENS) and Exit Summary Declarations (EXS) requirements, accurately, completely and Timely. Where MTG has expressly agreed to, or is required to, prepare or submit any such declaration on behalf of the Customer, the Customer shall be liable for the additional charges applicable to that service as set out in the schedule of charges, whether or not the Customer has separately engaged a third-party customs broker. MTG shall use the information provided by the Customer or its agents, and the Customer shall remain responsible for the accuracy, completeness and sufficiency of that information. The Customer shall also indemnify MTG against any loss, cost, liability, penalty, delay or expense arising from any missing, inaccurate or incomplete information or instructions supplied by or on behalf of the Customer.
 - 1.4. MTG shall not be liable for any acts or omissions of any Competent Authority or any losses or delays suffered by the Customer arising from those acts or omissions, including in respect of damaged or deteriorated goods. MTG shall not be liable for any delay, failure or inability to submit or process information arising from the failure, interruption, unavailability or malfunction of any government, customs, port or other mandatory electronic system or portal, provided that MTG has used reasonable endeavours to comply with its obligations.
2. The Customer shall provide all required information to MTG via the agreed Electronic Data Interchange (EDI) in a timely, accurate, and complete manner. This is to enable MTG to input the necessary details into the Short Sea Carrier’s (Ferry Operator’s) booking system, ensuring that consignments can proceed into the port of departure in accordance with MTG’s operational requirements and sufficiently in advance of the scheduled sailing.
 - 2.1. Where MTG has not made any of the associated customs declarations, unless otherwise expressly agreed in writing, the Customer agrees to provide, for each consignment, the reference numbers of the virtual envelopes namely Goods Movement Reference (GMR) for HMRC’s Goods Vehicle Movement Service and Pre-Boarding Notification (PBN) for Irish Revenue’s Customs Roll-On Roll-Off Service.
 - 2.1.1. MTG shall only undertake tasks related to the creation of GMRs and PBNs upon the express agreement that appropriate remuneration detailed in the schedule of charges will be provided by the customer and agreed upon in advance of any work being undertaken. No obligation shall arise on the part of MTG to perform such tasks in the absence of a prior written agreement specifying the terms of payment. The Customer will be liable for any losses, liabilities, penalties and/or damages that arise as a result of missing or incorrect information or data supplied to MTG by the Customer and MTG shall have no liability whatsoever.
 - 2.1.2. For the avoidance of doubt, where it has been agreed that MTG will complete the logistics envelopes, this shall not relieve the Customer of their obligations under Annex section [2.2].
 - 2.2. Where the Customer has engaged a 3rd party broker for any customs clearance activity, the Customer undertakes to provide the required information (including but not limited to MRNs, DUCRs, or other release references) in the same accurate, complete and timely manner. For the handover of commercial documents to a third-party customs broker, the Customer shall pay all agreed handover fees to MTG detailed in the schedule of charges. The Customer acknowledges and agrees that MTG shall not be liable for any delays or failures by the third-party customs broker to provide necessary information, in a timely manner. The Customer shall bear sole responsibility for pursuing the third-party broker for any such delays, and shall fully indemnify MTG against any loss, cost or liability arising therefrom. Any additional costs incurred by MTG as a result of delays, such as but not limited to consignment redirection, rebooking charges, or premium ferry rates, shall be recoverable from the Customer in full.
 - 2.3. Where MTG has carried out the main customs declarations in part or whole, the Customer shall agree to the appropriate terms and conditions as outlined in the MTG Customs Brokerage Terms of Business. The Customer will be liable for any losses, liabilities,

penalties and/or damages that arise as a result of missing or incorrect information or data supplied by the Customer or their agents and MTG shall have no liability whatsoever.

- 2.4. Where agreed in writing, MTG shall complete customs declarations and/or Safety and Security Declarations, including ENS and EXS, and any associated logistics envelopes, for the additional charges applicable to those services as set out in the schedule of charges.
3. MTG shall act in accordance with any instructions issued by a relevant Competent Authority, including but not limited to orders to break seals, open loaded units, unpack consignments, or provide access to goods.
 - 3.1. All costs, charges, and expenses arising from compliance with such instructions shall be borne solely by the Customer. MTG and any Carrier it engages shall not be liable for any loss, damage, delay, cost, or consequential loss, whether direct or indirect, suffered by the Customer as a result of such compliance, and the Customer shall fully indemnify and hold MTG harmless in respect of any claims, liabilities, or expenses incurred.
 - 3.2. In the event that a consignment is refused clearance by a Competent Authority at the port of arrival, MTG reserves the right, at its sole discretion, to return the goods to the point of origin, with all associated costs to be borne by the Customer.
 - 3.3. Where a Competent Authority undertakes additional inspections or orders the partial or total destruction of a consignment, the Customer shall remain fully liable for all charges incurred in connection with such actions, in addition to the original price agreed for the transportation of the goods.
 - 3.4. Furthermore, where the Customer or its agents fail to provide accurate and timely information necessary to enable lawful entry at the port of origin, the Customer shall indemnify MTG in full against any resulting delays, penalties, or liabilities. This includes, but is not limited to, costs associated with waiting time, missed sailings, redirection of consignments, and any detention charges. The Customer shall also be liable for any costs incurred by MTG, including but not limited to charges arising from trailer detention holds exceeding two (2) hours.