

# Karman Shipping Limited

**CAR SHIPPING and FORWARDING AGENTS**  
specialising in the shipment of motor vehicles  
from the UK to worldwide destinations



**Shipping to Australia**

## **Contents**

<a href="#">Welcome to Karman Shipping</a>	1
<a href="#">Australia - Summary</a>	1
<a href="#">Motor Vehicle Tax Rates for 2006</a>	5
<a href="#">Approximate Charges Payable on Arrival in Australia</a>	6
<a href="#">Important Internet Pages for Further Information</a>	7
<a href="#">Australian Rules, Regulations, &amp; Information</a>	7
<a href="#">Valuing Your Vehicle for Customs</a>	11
<a href="#">Personal Import Approval from DoTaRS</a>	13
<a href="#">Procedure in Australia</a>	15
<a href="#">Shipping Protection</a>	17
<a href="#">Terms and Conditions</a>	19
<a href="#">Application for Shipping Space</a> (Booking Form)	21

## **Welcome to Karman Shipping**

Many of the things that are now expected of a Motor Vehicle Shipping Agent originated at Karman Shipping.

It all began back in 1984, on December 3rd to be precise. That was the day the 'Specialist Car Shipper' was born.

It was one of the first customers who best described the services provided by this new Freight Forwarding Company:

*“... in these days of slipshod workmanship and shoddy service, it really is a delight to deal with an outfit like Karman.”*

This simply stated philosophy is the very essence of everything we still do today. In fact, for most people, the words 'Karman Shipping' does not simply describe a Company in the Freight Forwarding industry, but also a method of handling cars that is unique.

These ideas and their attitudes continue to shape the Karman Shipping service to this day and appear like milestones in the history of our Company. But our enthusiasm for innovation is always tempered by our responsibility to our customers – and to the safety of their vehicles.

We know that our painstaking method of shipping cars takes more time and trouble, but that's fine with us, as long as there are customers who appreciate such commitment. They make our efforts worthwhile.

## **Australia – Summary**

A car is shipped in a 'sole use' sealed 20' Container from the near Barking/East London warehouse. Ships normally sail every week taking 4–5 weeks in transit to Fremantle/Perth, Adelaide, Melbourne, Sydney and Brisbane. It can take a further 1 to 3 weeks before a car is ready to be registered to be used on the road in Australia.

A booking is made by completing our application for shipping space form and can be made up to 3 months or as little as one week before shipment. A copy of the UK registration document is required.

The Personal Import requirements are normally that Australian permanent residency is required with only one car per person allowed which must have been owned and used in the UK for a minimum period of 12 months unless the vehicle is older than 1989.

Personal Import Approval is required by sending an application form to DoTaRS in Canberra with copies of the car and personal papers and takes 3–5 weeks to obtain.

Although the Approval is only required at the Australian port it should be obtained before shipment of the vehicle from the UK.

The costs due in the UK are for shipping and shipment protection payable before the day of sailing. In Australia costs are payable for port fees and container unpacking, customs fees and clearance, quarantine inspection and possibly cleaning, road safety preparation and a roadworthy test, as well as, annual registration, possibly stamp duty, and driving insurance.

Australian Import Taxes on most cars are 10% Duty (5% for 'off road' 4wd vehicles) and 10% Gst. Duty is paid on the customs value and Gst is paid on the total of the customs value + duty + cost of shipment. Usually the Customs Value is based on the Australian 'as landed' value which can be as low as half of the actual Australian market value. In only very few cases, if a vehicle was purchased before March 1998, then the CV is based on the UK purchase price less a depreciation allowance.

Valuation method advice can be obtained from Australian Customs and the destination clearance agent can recommend a local valuer for an 'as landed' valuation estimate. An initial guide to the full Australian market value is available at [www.redbook.com.au](http://www.redbook.com.au).

Items packed inside a car travel free of charge. A list of goods is required by customs and quarantine and these would be cleared separately from the vehicle.

A guide to the costs would be £1,300–£1,400 shipping, £100–£300 shipment protection, A\$2,250–A\$2,750 in Australia excluding taxes, annual registration and insurance.

Procedure:

1. Read our website
2. Contact us for a written quotation
3. Decide to ship a car
4. Send to us a completed shipping and liability form and send to Canberra a completed personal import approval application form
5. We arrange the export and our costs are settled
6. Canberra/DoTaRS issues an import approval
7. The car is handed to us and we ship it to Australia
8. We send the shipping papers to you after the ship has sailed
9. Shipping papers are put together with the import approval and all your car papers for the authorities when the car arrives
10. An Agent can assist with the importation at destination
11. Obtain a valuation when the car arrives
12. Pay the import taxes
13. The car is collected and then made roadworthy and registered.

**Karman Shipping Limited,  
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Leighton Buzzard, Bedfordshire, LU7 3JB,  
Tel. no. 01525 851545, Fax no. 01525 850996,  
Website: [www.karmanshipping.com](http://www.karmanshipping.com),  
Email: [info@karmanshipping.com](mailto:info@karmanshipping.com)**

*Dear Sirs,*

**We understand that you may have, or may be purchasing, a Motor Vehicle here in the UK which you may, in due course, require to be shipped to AUSTRALIA.**

In this connection we should like to place at your disposal the services of our Company. We are Shipping & Forwarding Agents specialising in the shipment of Motor Vehicles from the UK to all parts of the world and, in particular, to Australia.

We have over 21 years experience of Motor Vehicle Shipping and we are able to provide a truly personal and, at all times, most efficient service. Although our Offices are located in Leighton Buzzard we have private warehouse facilities for the receiving and packing of vehicles into Containers on the A13 near to Barking/ East London, with Underground connections from Becontree station into Central London.

Our normal services include the receiving of the vehicle at Barking (collection by transporter from anywhere in the UK at an additional cost), preparation for shipment including providing floor mats, seat covers and a quantity of silica desiccant bags to help avoid the possibility of condensation damage, packing/ securing of the vehicle, by itself, into one 'sole use' 20' ISO Container at the private warehouse near Barking and securing with a security registered seal, export and UK customs documentation, haulage of the container to the UK export loading berth, UK port/handling charges, providing Bills of Lading (title documents to the cargo shipped) to your nominated address once shipment has been effected and ocean freight from the UK port through to arrival at the Australian port.

We would suggest that a car be cleaned prior to handover for shipment, vacuuming the interior and boot and removing mud especially from under the wheel arches, as this may save extra cleaning charges upon arrival in Australia.

The cost of shipping depends on the Shipping Lines frequent minor rate adjustments to compensate for currency exchange rate and oil price fluctuations. Although major changes in costs are infrequent, however, our quotations are normally valid for 28 days. No VAT is due on shipping costs to Australia.

In Australia many charges are payable include port, haulage, unpacking, customs clearance, customs fees, quarantine fees and possible cleaning as well as the costs associated with getting a vehicle on the road. We do not consider it to be worthwhile shipping a car in a shared/groupage Container or on a Roll On/Roll

Off vessel as, although the UK shipping cost could be less, there could be delays in shipment and a risk of damage to the car.

Standard Liability shipment protection is not included in the shipping price and the cost would be calculated at £20 per £1000 value (2%) with a minimum charge of £100. The declared value should represent the full replacement value of the vehicle in Australia and not the UK value.

We have at our disposal regular Container Line sailing's from the UK through to Fremantle, Adelaide, Melbourne, Sydney and Brisbane every week with an average transit time of 30/38 days.

To proceed with the shipment of a Motor Vehicle we would only require one of our Application For Shipping Space forms to be completed and returned to us along with a photocopy of the UK registration document/V5C. This form asks for the vehicle details i.e. Make, Model, Registration and Chassis Numbers, a UK and Australian address, the Date and Place of Handover of the Vehicle and the Value for Shipment Protection. We would require payment in the UK before a car is containerised for shipment.

For your further information we can advise you that we can recommend Agents in Australia that would be able to assist with the import formalities, namely:

**SYDNEY:**

Mr. Steve White,  
Cargo Online Pty. Ltd.,  
PO Box 365, Seaforth,  
SYDNEY, NSW 2092,  
Tel. No. (02) 9400 2635,  
UK VoiP Tel. No. (0121) 288 4377  
E-mail: [steve@cargoonline.com.au](mailto:steve@cargoonline.com.au).

**ADELAIDE:**

Mr. Paul Roberts,  
International Transport Services,  
149, Holbrooks Road,  
Underdale,  
ADELAIDE, SA 5032,  
Tel. No. (08) 8354 5700  
E-mail: [its@arcom.com.au](mailto:its@arcom.com.au).

**BRISBANE:**

Mr. Rob Addis,  
All Ports International  
Logistics Pty. Ltd.,  
Unit 4, 139, Sandgate Road,  
Albion,  
BRISBANE, QLD 4010,  
Tel. No. (07) 3862 1544,  
E-mail: [rob@allports-bne.com.au](mailto:rob@allports-bne.com.au).

**MELBOURNE:**

Mr. David Stewart,  
All Ports International  
Logistics Pty. Ltd.,  
1, Mareno Road,  
Tullamarine,  
MELBOURNE,  
VIC 3043,  
Tel. No. (03) 9933 3600,  
E-mail: [david@allports.com.au](mailto:david@allports.com.au).

**PERTH:**

Mr. Bob Gosling,  
All Ports International  
Logistics Pty. Ltd.,  
Suite 23, Kewdale Business Park,  
133, Kewdale Road,  
Kewdale,  
PERTH,  
WA 6105.  
Tel. No. (08) 9353 2990,  
Website: [www.fpi.net.au](http://www.fpi.net.au),  
E-mail: [bob@allports-per.com.au](mailto:bob@allports-per.com.au).

Once shipment of the Vehicle has been effected we can then forward within a few days all relevant shipping documents, together with our instructions concerning the clearance and delivery of the Vehicle at the port of destination, by Recorded Mail, to your nominated UK or Australian address.

We hope that our services may be of interest to you and we look forward to hearing from you soon. If there are any further points you wish to have clarified then please do not hesitate to contact us. In the meantime, we can assure you of our best attention at all times. [www.karmanshipping.com](http://www.karmanshipping.com)

**Motor Vehicle Tax Rates for 2007**

- VEHICLES UP TO 30 YEARS OLD: 10% DUTY + 10% GST
- 4WD 'OFF ROAD' VEHICLES & COMMERCIAL VEHICLES: 5% DUTY + 10% GST
- VEHICLES OVER 30 YEARS OLD & MOTORCYCLES: 0% DUTY + 10% GST

(Duty is levied on the Customs Value (CV) & GST is levied on the CV + Shipping Costs + Duty)

(Luxury Car Tax (LCT) is additional on high value vehicles only)

**NORMAL CUSTOMS VALUE** (Only used in a very few cases) = Mainly used for vehicles purchased in the UK before 02/03/98 and based on the original UK Purchase Price (less a 76% depreciation allowance if owned over 6 years) in Australian dollars at the exchange rate on the date the ship leaves the UK, OR,

**ALTERNATIVE FALL BACK CUSTOMS VALUE** (Used in almost all cases) = 'As Landed' valuation carried out at the Australian arrival port less all costs of shipping the vehicle to Australia. The resulting figure can be as low as half of the eventual

'Australian Market Value' because the 'as landed' value is that of the vehicle before importation, before taxes, before roadworthy and registration etc.

**PERSONAL IMPORT APPROVAL** = Please read carefully the rules regarding Personal Import Approval and 12 months UK Use & Ownership unless exempt if the vehicle is older than 1989. All vehicles require an import approval and this should be obtained prior to shipment from the UK – allow 4–6 weeks. A car cannot be collected from the Australian port without an Import Approval.

## **Approximate Charges Payable on Arrival in Australia**

Please note that many but not all charges are subject to Gst which in Australia is currently 10%

### **Port Charges and Fees:**

(A\$300–400) – payable to the local Shipping Line Office or the Clearance Agent.

### **Haulage and Container Unpacking Charges:**

(A\$600–700) – payable to the local Shipping Line Office and/or the Unpacking warehouse/Clearance Agent.

### **Australian 'As Landed' Valuation (if necessary):**

(\$300–\$500) – payable to your Car Valuer.

### **Customs Fees:**

(\$100–\$200) – payable to the Australian Customs Service/Clearance Agent.

### **Customs Clearance (if carried out by an Agent):**

(\$300–\$400) – payable to the Clearance Agent.

### **Quarantine Inspection and Fees:**

(\$300–\$400) – payable to AQIS/Clearance Agent.

### **Cleaning Fees (if ordered by the AQIS officer):**

(\$200–\$300) – payable to the Cleaning Contractor/AQIS.

### **Speedometer change from mph to kph only (if necessary), child safety restraint points (if necessary), wing mirror glass (if necessary), engineers report (if necessary):**

(\$700–\$900) – payable to the Garage/Workshop/Engineer – each State in Australia has its own particular requirements.

### **Transportation Fees:**

(\$200–\$300) – payable to the trucking company.

**Roadworthy Test:**

(\$200–\$300) – payable to the Registration Office.

**Annual Registration:**

(\$500–\$600 per year) – payable to the Registration Office.

**Stamp Duty (2% to 5% where applicable):**

– payable at the Registration Office.

**Driving Insurance (if upgraded to fully comprehensive):**

(\$Variable) – payable to a local Insurance Broker.

**Important Internet Pages for Further Information**

**DoTaRS Import Approval Application Form:**

[www.dotars.gov.au/roads/safety/bulletin/pdf/VSB10\\_Form.pdf](http://www.dotars.gov.au/roads/safety/bulletin/pdf/VSB10_Form.pdf).

**DoTaRS Instruction Brochure**

[www.dotars.gov.au/roads/safety/bulletin/pdf/VSB10.pdf](http://www.dotars.gov.au/roads/safety/bulletin/pdf/VSB10.pdf).

**Australian Customs Service Taxes and Valuation:**

[www.customs.gov.au](http://www.customs.gov.au).

**Sydney Registration:**

[www.rta.nsw.gov.au/registration/index.html](http://www.rta.nsw.gov.au/registration/index.html).

**Melbourne Registration:**

[www.vicroads.vic.gov.au](http://www.vicroads.vic.gov.au).

**Brisbane Registration:**

[www.transport.qld.gov.au/licensingrego](http://www.transport.qld.gov.au/licensingrego)

**Perth Registration:**

[www.dpi.wa.gov.au/licensing/1213.asp](http://www.dpi.wa.gov.au/licensing/1213.asp).

**Adelaide Registration:**

[www.transport.sa.gov.au/registrations/motor\\_vehicles/index.asp](http://www.transport.sa.gov.au/registrations/motor_vehicles/index.asp).

**Australian Rules, Regulations, & Information**

The Australian Government is continually updating the rules, regulations and duty rates for motor vehicle imports. It is important that any advice received is current and that confirmation of any information or procedures is checked with the appropriate Authority in Australia.

**COMPLIANCE TO OR EXEMPTION FROM AUSTRALIAN DESIGN**

**RULES** – converting a vehicle to full Australian Safety and Emission Control Standards is very difficult and too costly but is not required if one of the following conditions are met:- the vehicle has been ‘Owned and Used’ for a minimum period of twelve calendar months prior to shipment from the UK, or the vehicle was manufactured prior to 1st January, 1989, or the vehicle to be imported was purchased new and was manufactured to the full Australian specification/standards, or it was originally manufactured or sold in Australia and still has its Australian Compliance Plate fitted.

**AUTHORITY FROM THE DEPARTMENT OF TRANSPORT & REGIONAL SERVICES (DoTaRS)**

– a Motor Vehicle (except returning Australian Vehicles) should not arrive at an Australian Port without authorisation (a Personal Import Approval) from the Administrator of Vehicle Standards, GPO 594, Canberra, ACT 2601, Tel: (02) 6274 7444, Fax: (02) 6274 6013. Authorisation is obtained by meeting certain requirements and applying using an “Application for Approval to Import A Vehicle” form. The fee for this application is A\$50 and is payable by Credit Card or an Australian Cheque. Application should be made at least 4 weeks prior to the shipment of the Car and an Australian postal address should be given on the application form. An import approval requires that a copy passport ID (photo page) must be certified as being true and correct by an approved professional.

**WHO CAN IMPORT A VEHICLE** – Personal Import approval will only be given by the Department of Transport and Regional Services to Migrants with full residency visas, or to Australian Nationals or to New Zealand Nationals, who are of driving age in Australia. You will be required to provide proof of Australian residency by way of a passport or visa. If you are a migrant you will be required to provide proof that you have been granted Permanent Resident Status in Australia. Temporary residents and Companies are normally not eligible however each application is decided on it’s own merit. Vehicles manufactured before 1989 are exempt from the Residency requirement. Married couples where only one person has Residency can sometimes import one vehicle even if the vehicle is UK Registered in the non-residents name.

**RETIREMENT (410) & LONG TERM/BUSINESS (457) VISA HOLDERS**

– with these types of visa, rather than a permanent residency visa, a personal import approval sometimes cannot normally be granted by DoTaRS until the importer has arrived and can provide evidence that they are now living in Australia and not in the UK. A vehicle would have to be left behind in the UK with a friend, relative or shipping company until approval is granted for it to be imported. Once approval is given a few weeks later then the vehicle can be shipped to Australia. Some time can be saved by applying for an approval from the UK and providing the remaining pieces of documentation as soon as possible after arrival in Australia. There are some scenarios that enable an import approval to be obtained before leaving the UK.

**CARS OLDER THAN 1989** – the Australian Motor Vehicles Standards Act 1989 was amended on the 1st July, 1992 with respect to older vehicles. Although an import approval is still required no other criteria need be met i.e. the car would not have to be owned and used in the UK for more than twelve calendar months. Vehicles must have been manufactured prior to 1st January, 1989.

**IMPORTING WITHOUT APPROVAL** – it is an offence to import a new or second-hand vehicle without approval and can be penalised with a fine of up to A\$13,200 as well as having to re-export or scrap the vehicle. A complete vehicle cannot be imported for ‘breaking’ as ‘Parts’. If a car arrives at the Australian port without an approval then it cannot be imported until one is obtained and port storage costs would be incurred. Only one vehicle manufactured after 1988 per person per 12 month period can be imported. Married couples can normally import two vehicles even if both are UK Registered in one persons name.

**AUSTRALIAN MANUFACTURED VEHICLES** – re-imported Australian Vehicles do not require an Import Approval provided they are fitted with a valid Australian Compliance Plate or have been previously Imported into and Registered in Australia but under certain circumstances Gst and, where applicable, Luxury Car Tax may still be payable but not Duty.

**LEFT HAND DRIVE VEHICLES** – importation is normally prohibited unless the vehicle is more than 15 years old. A concession period may be granted to Bona Fide Migrants for newer vehicles whereby a left hand drive vehicle can be imported but would have to be converted to right hand drive within 6 months of importation.

**WHAT ABOUT TEMPORARY IMPORTS** – these are allowed with a DoTaRS Approval and a bond with Australian Customs or if covered by a Carnet de Passages from the RAC Tel: 01454 208000 in the UK. The vehicle must not be sold in Australia and must be re-exported back to the UK within 12 months.

**LOW VOLUME CERTIFICATION/SEVS/RAWS IMPORT SCHEMES** – this is not normally possible for shipments from the UK and is primarily intended for existing Australian Companies importing cars from North America and Japan.

**DUTIES & TAXES** – There are no Duty Free schemes or tax concessions. The ‘Import Duty’ and ‘Goods and Services Tax’ can sometimes be levied on the UK Purchase Price (less any depreciation allowance) but more likely will be on the Australian ‘as landed’ Value which can be as low as 50% of the actual Australian Market Value. The rates, payable to the Australian Customs Service, at the Australian entry port, are:

- Vehicles up to 30 years old: 10% Duty + 10% Gst
- 4wd ‘Off Road’ Vehicles & Commercial Vehicles: 5% Duty + 10% Gst
- Vehicles over 30 years old & Motorcycles: 0% Duty + 10% Gst.

The Duty is levied on the 'Customs Value' only. The Gst is levied on the 'Customs Value' + the Duty + the total Cost of Shipment to Australia figure. The lower Duty Rate of 5% (and 10% Gst) is only applicable to 'Off Road' type cars e.g. Range Rover and not 4WD 'Saloon' type cars e.g. Audi Quattro.

**LUXURY CAR TAX (LCT) AND DEPRECIATION ALLOWANCES** – This is an additional tax and is levied at a rate of 25% on all Vehicles, except Motorcycles and some Commercial vehicles, with a current Gst Inclusive value in excess of A\$57,123 (figure set annually by the Australian Taxation Office). LCT is only payable on the amount in excess of a Gst inclusive 'break point' and will only be levied in very few instances as the 'break point' only relates to cars with a customs value over about £19,000/A\$45,000. Depreciation Allowances only apply to the UK Purchase Price valuation method and if a vehicle was purchased before 2nd March 1998.

**PERSONAL VEHICLE IMPORT APPROVAL CERTIFICATE** – DoTaRS issues the Personal Import Approval which comprises four copies. One copy clears the vehicle from the port of entry with the Australian Customs Service. The remaining copies are signed by the Registering Authority, as a statement on compliance, at the time of inspection and then one is kept by the Registering Authority, one allows you to obtain a Personal Import Plate and the other is for your own records.

#### **ADDITIONAL STATE REGISTRATION AND SAFETY COMPLIANCE**

– most modern cars do not require expensive modifications to bring them up to an 'Acceptable Standard'. Consult the State or Territory Registering Authority of where you intend to register your vehicle for their local requirements. The general modifications that are sometimes required (differs from state to state and normally always more cost effective to have carried out in Australia) are:

- Seat Belts – to be fitted to all seat positions
- Child Safety Restraints – anchorage points to be fitted to each rear seating position
- Windscreens – heavily tinted windscreens and windows are not allowed
- Head Restraints – the front seats must have built in standard fitment head restraints
- Alarm immobiliser – approved system to be fitted
- Rear Vision (Wing) Mirrors – normal flat non-tinted mirrored glass only is acceptable, (i.e. not convex)
- Speedometers must normally be in kilometres per hour only.

Not all States have all these requirements. Some States require a full engineers report to be carried out prior to allowing Registration rather than just a Roadworthy Test.

**PERSONAL IMPORT PLATE AND STAMP DUTY** – once a vehicle has been registered the 3rd copy of the import approval is sent to the engraving company listed who will supply a Personal Import Plate which is affixed under the bonnet. In some States there is a Stamp Duty of between 2% and 5% of the vehicles value payable upon Registration. Number plates are normally supplied by the Registration Authority. There is no minimum length of compulsory ownership after importation and a vehicle can be re-sold at any time without restriction once a vehicle has been registered.

#### **WHAT VEHICLES MAY BE WORTHWHILE TAKING TO AUSTRALIA**

– Some European models of Car have never been sold in Australia and so spares may not be available and any future sale may be difficult. Japanese and Korean cars are sold in Australia at keen prices to compete with the locally assembled Fords and Holdens. Ford models in Australia are normally completely different to the Ford models sold in the UK. Motor Caravans are very expensive in Australia, they are not so readily available as in the UK and the quality may be lower. Rust free ‘Prestige Cars’ with air-conditioning, e.g. Audi, BMW, Jaguar, Land Rover, Lotus, Mercedes Benz, Porsche, Saab and Volvo manufactured in the early 2000’s with a current UK value of between £4,000 and £8,000, and which are still in good condition, are financially most worthwhile considering shipping as are many European models of car that have depreciated significantly in the UK. The most common shipping makes apart from the ‘prestige’ models are Alfa Romeo, Chrysler, Citroen, Peugeot and Renault. Makes that are not normally shipped are Fiat, Honda, Hyundai, Isuzu, Kia, Lexus, Mazda, Mitsubishi, Nissan, Rover, Seat, Subaru, Suzuki and Toyota. Almost all small engined (less than 1600cc) vehicles from any manufacturer are not normally shipped.

### **Valuing Your Vehicle for Customs**

Special consideration should be given as to the method of valuation that will be used by the Australian Customs Service for any particular vehicle. A definitive ruling as to which method of valuation is used is determined by the Customs Officer at the Australian Port however an indication and further information can be advised by contacting a destination customs clearance agent. The Australia wide Customs Information Centre can be contacted on Tel: 00612 8339 6000. The Customs value of an imported private motor vehicle (whether new or used) is assessed by one of the following methods:

**NORMAL METHOD OF VALUATION** (called ‘Normal’ but not normally used by Customs): The Customs Value for Vehicles purchased before 2nd March 1998 (or if when purchased the sale under consideration took place with the purpose of shipping it to Australia for Vehicles purchased after 1st March 1998) is normally assessed as the Purchase Price actually paid in the UK for the Vehicle less an allowance for depreciation if the vehicle was purchased prior to 2nd March, 1998. This allowance is deducted from the Purchase Price and is calculated at a maximum of 76% depreciation for vehicles owned for more than 6 years.

However, this method of valuation is not ordinarily used in cases where: Satisfactory evidence cannot be presented (invoices, receipts and documents) to Customs at the port of importation to verify the vehicle purchase price, or the vehicle was purchased in the UK at only a token or nominal price, or use of the depreciation allowance outlined above would result in an unrealistic Customs value for the vehicle, or the vehicle value alters considerably between the dates of its purchase in the UK and its importation into Australia, due to the addition of significant accessories, fittings or options, major restoration, modifications or any improvements (excluding any necessary running repairs and maintenance) to the vehicle during that time, or significant damage (as opposed to normal wear and tear) caused after the purchase of the vehicle, or the vehicle was not purchased in an actual sale but was otherwise acquired, such as by donation, gift, prize of bequest or was personally built wholly or in part. In these instances the Customs value would be taken as 40% of the Australian Market Value.

**IN NEARLY ALL CIRCUMSTANCES, FOR VEHICLES PURCHASED IN THE UK AFTER 1ST MARCH 1998, THE SALE UNDER CONSIDERATION (CAR PURCHASE) DID NOT TAKE PLACE WITH THE PURPOSE OF EXPORTING IT TO AUSTRALIA AND SO FOR 90% OF CAR OWNERS THE FOLLOWING WILL APPLY...**

**ALTERNATIVE METHOD OF VALUATION** (called 'Alternative' but is more normally used by Australian Customs): Where the normal method of valuation is not used, then the Customs Value will generally be assessed using the Fall Back Deductive method. This involves obtaining an 'Australian Landed Valuation', as imported, and as valued by an independent Australian Motor Specialist less the cost of shipment and the figure remaining is deemed to be the 'Customs Value' upon which Duty and Gst is levied. The Importer is responsible for obtaining, as well as the cost of, the 'landed' valuation.

In the majority of circumstances that the Australian Customs Service applies the 'landed cost' valuation method' it has normally been found that valuations of cars whilst they are still 'As Landed' sitting at the Australian Port have been very much lower than the actual 'Market Value' of the Vehicle once it has been imported, had duties/taxes paid and has been made roadworthy and registered.

An expert appraiser may at first consider the Market Value of a similar vehicle in Australia and make a significant reduction for the fact that the vehicle has not yet been imported and registered. From this figure can be deducted all the subsequent costs of getting a vehicle 'on the road' and then deducting the 10% Gst and then the 10% Duty. From the remaining figure Customs would then deduct all the costs of shipping the car to Australia to arrive at the 'Customs Value'. The resulting 'Customs Value' can be as low as 50% of the actual 'Australian Market Value'.

In many instances this method of valuation results in a fair assessment for taxes payable as quite often it seems to equate to a figure very similar to the UK Value at the time of shipment rather than the probable higher UK price paid when the vehicle was originally purchased that may have been applied under the 'normal method of valuation'.

The Clearance Agent or Australian Customs may be able to advise the details of a local valuer at destination that may be able to give an indication of an 'as landed' value to enable an estimate of taxes to be ascertained. It is well worthwhile contacting a Clearance Agent to discuss the best valuation procedure. Some States have lower valuations than others. A rough initial guide can be assessed from the New & Used Australian Market Values on the Internet at:

[www.redbook.com.au](http://www.redbook.com.au)

[www.drive.com.au](http://www.drive.com.au)

[www.autotrader.com.au](http://www.autotrader.com.au).

## **Personal Import Approval from DoTaRS**

All vehicles permanently imported into Australia require import approval from the Department of Transport and Regional Services in Canberra (DoTaRS). Import Approval should be applied for before shipment and takes 4–6 weeks. Vehicle Approval is either as a Personal Import or if the vehicle is older than 1989. Personal Import qualification is for vehicle owners with long term residency for one car per person that has been owned & used in the UK for a minimum period of 12 calendar months.

The Vsb10 'Personal Import Approval' Application Form should be completed in conjunction with the Vsb Instruction Brochure both of which can be downloaded from the [www.dotars.gov.au](http://www.dotars.gov.au) website. Part 1 should have an Australian address, Part 3 the car details and then either Parts 4 and 12 for cars older than 1989 or for vehicles newer than 1988 Part 8 and 12 (answer 'No' to Parts 4, 5, 6 & 7) – all other sections can be left blank. Please note that if the vehicle qualifies for an approval under both Part 4 & Part 8 then Part 8 is the best section to apply for. If time is of the essence then it can sometimes be quicker to fax (0061262746013) or email ([Vimports@dotars.gov.au](mailto:Vimports@dotars.gov.au)) a copy application and follow it up with the original in the post and sometimes a call or email to DoTaRS 10 to 14 days later can get a positive reply. Approvals for those without permanent residency but with 410 retirement or 457 business visas are occasionally delayed and are sometimes only issued once the importer has actually arrived in Australia themselves. Companies, Corporations, tourist and short term visa holders cannot qualify a vehicle as a Personal Import.

A Personal Import Application must include copies of every page of a vehicle owners passport and their drivers licence, a copy of the UK purchase invoice and

registration (V5C) document and a statement of travel. The photo identification page of the passport must be certified by an eligible person. An eligible person can be, amongst others, a solicitor, doctor, nurse, teacher, vet, bank manager or chemist, who must certify that the photo ID is true and correct with their signature, name, address, telephone number and profession. The import approval certificate in four parts is mailed by DoTaRS to the Australian address provided – one part is for the Australian Customs Service at the entry port, one is for the Registration Authority, one is to enable a personal import plate to be issued and one is for the car owner.

The ‘Statement of Travel’ should certify the date of purchase as on the invoice, the date of registration in your name as on the registration document, the date of handover of the car for shipment and your planned departure from the UK, details of any overseas trips from the UK since the purchase date and the actual period that qualifies for ‘the minimum 12 months period of use and ownership’. An example of a statement, which can be hand-written or typed onto a separate sheet and which should be included with the application form, the A\$50 fee and supporting documentation, is:

**EXAMPLE**

“TO WHOM IT MAY CONCERN”

Mr. John Smith,  
1, High Street,  
Anytown,  
Buckinghamshire,  
SL8 1PQ.

RE: 2002 BMW 525I SE, CHASSIS NO. WBAHD123456BJ78910.

I, Mr. John Smith, hereby certify that I purchased the abovementioned motor car in the UK on 5th August, 2004 and registered it in my name on the 6th August, 2004.

I propose to hand over my car for shipment in November, 2006 and plan to leave the UK to travel to Australia in December, 2006.

I have ‘Owned and Used’ my car in the UK for over two years and during this time I have been away from the UK and the car for the following periods...

October 2004 – day trip to France

November/December 2005 – 3 weeks visit/holiday to Australia

March 2006 – weekend in Paris

July 2006 – two week holiday to Spain

CERTIFIED TRUE AND CORRECT,  
(signed) MR. JOHN SMITH.”

**PLEASE NOTE:**

From time to time the Australian Customs Service conducts detailed checks against some incoming motor vehicles. To avoid delays and additional expense it is recommended that all vehicle owners keep as much original supporting documentation as is available which could include a legible copy of the page where a vehicle was advertised for sale in the UK, copies of bank statements and method of payment for the vehicle, insurance cover notes or certificates, service invoices, parking or speeding tickets, old MOTs etc.

**Procedure in Australia**

Ensure that all Import requirements have been met including, where required, 12 complete months of Use and Ownership of the Car prior to shipment. Ensure that all Documentation and Paperwork is available and in order. Obtain quotes and make a provisional shipping booking. Forward a completed Application Form to the DoTaRS in Canberra before shipment along with the A\$50 Fee and supporting copy Documentation (Purchase Receipt/Invoice, UK Registration Document/Log Book, Pages of certified ID Passport, Driving Licence and any other supporting paperwork). Obtain the four part personal import approval from Canberra and ship the vehicle to Australia.

Prior to the Vessels arrival ensure that you have received the Original Bill of Lading from the UK shipping company. It may be to your advantage to contact the local Clearance Agent for up to date advice and assistance in preparing the clearance of your Motor Vehicle and engage their services. It should be pointed out that although a rough guide to the arrival procedures is listed below, in practice, it is almost impossible to handle all these formalities without the assistance of a Customs Clearance agent. The required procedures are time consuming and complicated and even with the assistance of an Agent it can take from several days to several weeks before a vehicle can eventually be registered for use on the road.

Present the Original Bill of Lading to the local Shipping Line's office and pay Port Handling and Unpacking charges. Obtain a receipt and a Delivery Order. The Shipping Company can confirm the ships arrival date and the car collection point at the port area. If the vehicle arrived before you it could already be under the control of the Port Authority or Australian Customs Service. If required, arrange an Australian Landed Valuation. A signed Statement is required that the Vehicle is a one off Personal Import to ensure exemption from the Air Conditioning Regulations that came into force in April 2004. This alleviates the necessity to degas the HFC air conditioning system of an imported Vehicle. CFC air conditioning systems must be degassed and decommissioned prior to shipment.

For the Clearance of a motor vehicle then present to the Motor Vehicle Section of the Australian Customs Service: passport, original bill of lading, shipping line delivery order, UK purchase receipt or invoice, UK registration document or certificate of export, travel documents showing date of departure to Australia,

shipping details showing date of handover for shipment in the UK, vessel, sailing, arrival dates, freight and other shipment costs, driving licence, personal import authorisation certificate from DoTaRS Canberra, any supporting paperwork and documentation, a detailed list of any other goods or personal effects packed inside the vehicle and, if necessary, the Australian landed valuation report.

Once an assessment has been made for Duty/Gst (plus where applicable LCT) then make payment to the Australian Customs Service by way of Bank Cheque or Cash. Obtain a receipt.

Collect from the Quarantine Department (AQIS) a directive as to whether or not the vehicle requires steam cleaning. If required, lodge all relevant papers at the steam cleaning company. Quarantine rules are understandably very strict in Australia. Many cars will need to be cleaned by the Quarantine Department (AQIS) upon arrival. If steam cleaning is not required or has been completed then, to obtain release, approach the Clerk at the respective unpacking container base and present the Customs Release, Quarantine Permit and Delivery Order.

Obtain a temporary driving permit from the local Licensing Office to enable the vehicle to be driven from the container base to your residence. Ensure that the vehicle meets with the State Safety requirements for cars – normally only kph speedometer conversion and wing mirror glass.

Make an appointment with the State Motor Vehicle Registration Department for a Vehicle Examination (similar to a strict UK MOT Test), pay the fee and have the vehicle examined at the Test Centre. Obtain a Roadworthy Certificate. Present all paperwork at the Registration Counter, pay the annual Registration Fee and affix the Registration Label provided to the windscreen, and the supplied Australian Number Plates to the Vehicle. Pay any State 'Stamp Duty'.

Forward Part Three of the Personal Import Approval with the fee to the address shown on the form and, when received, affix the Personal Import Plate to the Car (instructions are given as to where under the bonnet this should be placed).

An immigrants UK Driving Licence is normally valid for up to 3 months where after a written test and a medical examination should be taken so as to obtain an Australian Licence. An International Driving Permit from the AA in the UK is valid for 12 months. Included in the State Registration Fee is Third Party Insurance which is the minimum requirement in Australia. We would strongly advise that a local Insurance Broker be contacted to upgrade this to Fully Comprehensive cover. Any UK 'No Claims Bonus' entitlement is valid in Australia for a reduction in the cost of Driving Insurance.

## **Shipping Protection**

We value your business and hope that we can carry out your forthcoming shipment. Whilst we take every care to ensure that your vehicle and belongings arrive safely at their destination we strongly recommend that you take advantage of our Standard Liability shipment protection. We are insured with Royal and Sun Alliance to back this protection. Our Standard Liability scheme offers you protection to the full destination replacement value of your vehicle.

We will look after your vehicle to the best of our ability but unfortunately accidents do occasionally happen. Naturally there have to be some conditions and exclusions and there are some circumstances that we cannot accept liability for. Clause 4 of our contract clearly sets out our responsibility to you and clause 11 sets out the restrictions and conditions of our liability commitment.

In order for us to accept responsibility under our Standard Liability commitment you must declare to us the value of your vehicle and sign a completed pre-shipment vehicle condition report which we will forward to you. If you do not give us a valuation or sign a pre-shipment vehicle condition report then our liability will default to Limited Liability under Clause 9.2. The declared value should represent the full replacement value at destination.

The cost of shipment (on Limited Liability as per clause 9.2 of our contract) is that which appears on our individual quotation to you. The charge to increase our liability to Standard Liability as per clause 9.1 of our contract is 2% of the vehicle value.

Exclusions include but are not limited to:

- Any existing damage/faults to the car - a pre-shipment condition report shows any existing damage/faults.
- Any electrical or mechanical defects or breakdown or any damage caused by frost.
- Any goods, personal effects or any other items contained within a vehicle and excluding any loss and/or damage caused by such contents to the vehicle.
- Indirect or consequential losses. Normal wear and tear.
- Claims made outside the period of cover, 14 days prior to or 14 days after shipment, or where the car is received at destination and signed for as being undamaged.
- Correct Valuation. In the event of the actual value on arrival being greater than the declared value then our liability shall only be such proportion of the loss as the declared value bears to the total value of the vehicle/goods on arrival. See Clause 3.1.1.

- If an approximate destination value is not known then a possibility is to take the current UK value, add all shipping costs, add all destination import taxes and registration costs and then add 10%.
- Personal Effects excluded include jewellery, watches, trinkets, precious stones, money, deeds, securities, manuscripts or other documents, wines, spirits and tobacco or goods or collections of any similar kind.
- In the event of a claim a £50.00 handling administration fee will be deducted.

We strongly recommend that for peace of mind you protect your vehicle with our Standard Liability shipment protection.

### **Claims procedure**

In the unlikely event of a claim then please notify us immediately. Under no circumstances give a clean receipt except under written protest if the vehicle or goods are in doubtful condition. Apply immediately for a survey at the docks/unpacking warehouse by carriers' (shipping line) representative if any loss or damage is apparent at the docks/unpacking warehouse. Claim on the carrier, port authority or any negligent party for damage or omissions. You should attempt where possible to obtain estimates for repair or replacement. Send all correspondence with carriers or other negligent parties along with as many details as possible including photographs to us. Claims will be handled by Removal Claims Service, Swan House, 24 Bridge Street, Leatherhead, Surrey, KT22 8BX, Tel. No.: 01372 385970, Fax. No.: 01372 385971, E-mail: [info@removalclaims.co.uk](mailto:info@removalclaims.co.uk), who will forward claim documentation to you directly. We or our insurers will be at liberty to appoint a local representative if it is seen fit to do so.

### **Payment of shipping charges**

Our quotations are valid for 28 days. Shipping charges are due prior to shipment. Payment can be made by UK cheque or direct bank transfer or telephone or internet banking. All cheque payments require clearance before shipment can be effected.

All charges, unless otherwise specified, are to arrival port only and exclude all destination charges and fees including import duty, stamp duty, gst, other taxes, port, haulage, container unpacking, customs clearance, quarantine, agriculture, local delivery, local and national compliance, inspection and registration costs. We reserve the right to dispose of a vehicle if our charges remain outstanding as per our terms and conditions.

## Terms and Conditions

(A COPY OF THESE TERMS AND CONDITIONS IN LARGER PRINT IS AVAILABLE UPON REQUEST).

**INTRODUCTION.** These conditions explain the rights, obligations, and responsibilities of all parties to this Agreement. Where we use the word 'you' or 'your' it means the owner of the goods, or their agent, or representative, or shipper, including individuals, groups, companies or any other legal entity, or any person to whom KARMAN SHIPPING LIMITED provides any services: 'we', 'us' or 'our' means KARMAN SHIPPING LIMITED AND their subsidiary and associated companies, or any agent, or any direct or indirect sub contractor and their respective servants and agents engaged by them. These terms and conditions can be varied or amended subject to prior written agreement. Your attention is drawn to Clauses 4, 9, 10, 11 and 12 which set out our liability to you for loss of or damage to goods and property.

**1 OUR QUOTATION.** 1.1 Our quotation, unless otherwise stated, does not include customs duties and inspections or any other fees or taxes payable to government bodies. It does include us accepting liability for your vehicle, subject to clauses 2.2, 3.2, 5.2, 5.3 and the provisions of Clauses 4, 9, 10, 11 and 12. 1.2 We may change the price or make additional charges if circumstances are found to apply which have not been taken into account when preparing our quotation and confirmed by us in writing. These include: 1.2.1 You do not accept our quotation in writing within 28 days, or the work is not carried out or completed within two months. 1.2.2 Our costs change because of currency fluctuations or changes in taxation or freight charges beyond our control. 1.2.3 We supply any additional services, including moving or storing extra vehicles (these conditions apply to such work). 1.2.4 The approach, road or drive is unsuitable for our vehicles and/or containers to load and/or unload. 1.2.5 We have to pay parking or other fees or charges in order to carry out services on your behalf. 1.2.6 There are delays or events outside our reasonable control which increase or extend the resources or time allowed to complete the agreed work. 1.3 In any such circumstances adjusted charges will apply and become payable.

**2 WORK NOT INCLUDED IN THE QUOTATION.** 2.1 Unless agreed by us in writing, we will not: 2.1.1 Disconnect, re-connect, clean, dismantle or re-assemble any part of your vehicle. 2.1.2 Move or store any items excluded under Clause 5. 2.2 Our staff are not authorized or qualified to carry out such work. We recommend that a properly qualified person is separately employed by you to carry out these services.

**3 YOUR RESPONSIBILITY.** 3.1 It will be your sole responsibility to: 3.1.1 Declare to us, in writing, the value of the vehicle being removed and/or stored. If it is subsequently established that the value of the vehicle removed or stored is greater than the actual value you declare, you agree that our liability under clause 9.1 will be reduced to reflect the proportion that your declared value bears to its or their actual value. 3.1.2 Obtain at your own expense, all documents, permits, permissions, licences, customs documents necessary for the shipment to be completed. 3.1.3 Be present or represented during the collection and delivery of the vehicle. 3.1.4 Ensure authorized signature on agreed inventories, receipts, waybills, job sheets or other relevant documents by way of confirmation of collection or delivery of the vehicle. 3.1.5 Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error. 3.1.6 Arrange proper protection for the vehicle left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or workmen are, or will be present. 3.1.7 Prepare adequately the vehicle prior to its shipment. 3.1.8 Provide us with a contact address for correspondence during shipment, transit and/or storage of the vehicle. 3.2 Other than by reason of our negligence or breach of contract, we will not be liable for any loss or damage, costs or additional charges that may arise from failure to discharge these responsibilities.

**4. OUR RESPONSIBILITY.** 4.1 It is our responsibility to deliver your vehicle to you, or produce it for your collection, undamaged. By "undamaged" we mean in the same condition as it was in at the time when it was packed or otherwise made ready for transportation and/or storage. 4.2 In the event that we have undertaken to prepare the vehicle, or otherwise make it ready for transportation and/or storage, it is our responsibility to deliver it to you, or produce it for your collection, undamaged. Again, by "undamaged" we mean in the same condition as it was in immediately prior to being received/packed/made ready for transportation or storage. 4.3 If we fail to discharge the responsibilities identified in clause 4.1 and 4.2, we will, subject to the provisions of clauses 9, 11 and 12, be liable under this agreement to compensate you for such failure. 4.4 We will not be liable to compensate you where clauses 2.2, 3.2, 5.2 and 5.3 apply unless loss or damage occurred as a result of negligence or breach of contract on our part. 4.5 If you do not provide us with a declaration of value of your vehicle on the form we provide, or if you do not require us to accept standard liability pursuant to clause 9.1 we will not be liable to you for failure to discharge the responsibilities identified in clause 4.1 and 4.2, unless that failure was caused by negligence or breach of contract on our part. 4.6 The amount of our liability under this clause shall be determined in accordance with clauses 9 and 11.

**5. VEHICLES NOT TO BE SUBMITTED FOR SHIPMENT OR STORAGE.** 5.1 Unless previously agreed in writing by a director or other authorized company representative, the following items must not be submitted for shipment or storage and will under no circumstances be moved or stored by us. The items listed under 5.1.1 below may present risks to health and safety and of fire. Items listed under 5.1.2 and 5.1.3 below carry other risks and you should make your own arrangements for their transport and storage. 5.1.1 Potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition. 5.1.2 Prohibited or stolen vehicles or vehicles with any monies outstanding. 5.1.3 Vehicles which require special licence or government permission for export or import. 5.2 If we do agree to remove such goods, we will not accept liability for loss or damage unless we are negligent or in breach of contract, in which case all these conditions will apply. 5.3 If you submit such a vehicle without our knowledge we will make it available for your collection and if you do not collect it within a reasonable time we will apply for an appropriate court order to dispose of any such vehicle without notice. You will furthermore pay to us any charges, expenses, damages, legal costs or penalties incurred by us.

**6. OWNERSHIP OF THE VEHICLE.** 6.1 By entering into this Agreement, you guarantee that: 6.1.1 The vehicle to be shipped and/or stored is your own property, or 6.1.2 The person(s) who owns or has an interest in it has given you authority to make this contract and has been made aware of these conditions. 6.1.3 You will pay us for any claim for damages and/or costs brought against us if either warranty 6.1.1 or 6.1.2 is not true.

**7. CHARGES IF YOU POSTPONE OR CANCEL THE SHIPMENT.** 7.1 If you postpone or cancel this Agreement, we will charge you according to how much notice is given. 'Working days' refer to the normal working week of Monday to Friday and excludes weekends and Public Holidays. 7.1.1 More than 10 working days before the shipment was due to start: No charge. 7.1.2 Between 5 and 10 working days inclusive before the shipment was due to start: not more than 30% of the shipment charge. 7.1.3 Less than 5 working days before the shipment was due to start: not more than 60% of the shipment charge.

**8. PAYMENT.** 8.1 Unless otherwise agreed by us in writing: 8.1.1 Payment is required by cleared funds in advance of the shipment or storage period. 8.1.2 You may not withhold any part of the agreed price. 8.1.3 In respect of all sums which are overdue to us, we will charge interest on a daily basis calculated at 4% per annum above the prevailing base rate for the time being of the Bank of England.

**9. DETERMINATION OF AMOUNT OF OUR LIABILITY FOR LOSS OR DAMAGE.** 9.1 Standard Liability. 9.1.1 If you provide us with a declaration of the value of your vehicle on the valuation form we provide, and make payment of the additional charge for us to accept Standard Liability, subject to clause 3.1.1, the amount of our liability to you in the event of loss or damage to that vehicle in breach of clause 4 will be determined in accordance with Clauses 9.1.2, 9.1.3 and 11 below. 9.1.2 In the event of loss of or damage to your vehicle in breach of clause 4, our liability to you is to be assessed as a sum equivalent to the cost of repair or replacement whichever is the smaller sum, taking into account the age, condition and value you declared of the vehicle immediately prior to loss or damage. 9.1.3 Where the lost or damaged item is part of a pair or set or collection, our liability to you, where it is assessed as the cost of replacement of that vehicle, is to be assessed as a sum equivalent to the cost of that vehicle in isolation, not the cost of that vehicle as part of a pair or set or collection. 9.2 Limited Liability. 9.2.1 If you do not provide us with a declaration of value, or if you do not require us to accept Standard Liability pursuant to clause 9.1, then our liability to you is to be determined in accordance with Clauses 9.1.3, 9.2.2 and 11. 9.2.2 In the event of loss of or damage to your vehicle caused by negligence or breach of contract on our part, our liability to you is to be assessed as a sum equivalent to the cost of repair or replacement, taking into account age and condition immediately prior to loss or damage, subject to a maximum liability of £40 per vehicle. Your attention is drawn to clause 11.1 which applies to Limited Liability. 9.3 For a vehicle destined to or received from a place outside the UK. 9.3.1 We will only accept Standard Liability if you provide us with a detailed valuation of your vehicle on the valuation form which we provide. All other provisions of Clause 9.1 will apply. 9.3.2 We do not accept liability for loss of or damage to a vehicle confiscated, seized, or removed by Customs Authorities or other Government Agencies unless we have been negligent or in breach of contract. 9.3.3 We do not accept liability for loss of or damage to a vehicle occurring in certain overseas countries including Afghanistan, Albania, Angola, Benin, Cambodia, Cuba, Ethiopia, Gambia, Iran, Iraq, Lebanon, Former Yugoslavia, Former USSR, Laos, Libya, Liberia, Nigeria, North Korea, Republic /Democratic Republic of Congo, Sierra Leone, Somalia, Sudan, Syria, Vietnam, Yemen, unless we have been negligent or in breach of contract. This list is not exhaustive, and we will advise you at the time of quotation if this exclusion applies. We will accept liability for loss or damage (a) arising from our negligence or breach of contract whilst the vehicle is in our physical possession, or

(b) whilst the vehicle is in the possession of others if the loss or damage is established to have been caused by our failure to pack the vehicle to a reasonable standard where we have been contracted to pack the vehicle that is subject to the claim. In either circumstance clause 9.1 or 9.2 above will apply. 9.4 An Item is defined as : 9.4.1 Any vehicle, motorised or otherwise; and 9.4.2 Any other object or thing that is moved, shipped, handled or stored by us.

10. DAMAGE TO PREMISES OR PROPERTY OTHER THAN A VEHICLE. 10.1 Because third party contractors are frequently present at the time of collection or delivery our liability for loss or damage is limited as follows: 10.1.1 If we cause loss or damage to premises or property other than the vehicle for shipment as a result of our negligence or breach of contract, our liability shall be limited to making good the damaged area only. 10.1.2 If we cause damage as a result of moving a vehicle under your express instruction, against our advice, and where to move the vehicle in the manner instructed is likely to cause damage, we shall not be liable. 10.1.3 If we are responsible for causing damage to your premises or to property other than the vehicle submitted for shipment and/or storage, you must note this on the worksheet, pre-shipment vehicle condition report or delivery receipt as soon as practically possible or within a reasonable time. This is fundamental to the Agreement.

11. EXCLUSIONS OF LIABILITY. 11.1 In respect of Limited Liability, we will not be liable for loss of or damage to your vehicle as a result of fire or explosion howsoever that fire or explosion was caused, war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, industrial action or other such events outside our reasonable control unless we have been negligent or in breach of contract. 11.2 In respect of Standard Liability and Limited Liability, other than as a result of our negligence or breach of contract we will not be liable for any loss of, damage to, or failure to produce the following goods : 11.2.1 Any goods, personal effects or any other items contained within a vehicle and excluding any loss and/or damage caused by such contents to the vehicle. 11.3 In respect of Standard Liability and Limited Liability, other than as a result of our negligence or breach of contract we will not be liable for any loss of, damage to, or failure to produce the vehicle if caused by any of the following circumstances: 11.3.1 Loss or damage arising from ionising radiations or radioactive contamination. 11.3.2 Loss or damage arising from Chemical, Biological, Bio-chemical, Electromagnetic Weapons and Cyber Attack. 11.3.3 Indirect or consequential loss of any kind or description. 11.3.4 By normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods or vehicle. This includes goods left within a vehicle. 11.3.5 By vermin, moth, insects and similar infestation, damp, mould, mildew or rust. 11.3.6 By cleaning, repairing or restoring unless we arranged for the work to be carried out. 11.3.7 By change to atmospheric or climatic conditions. 11.3.8 For electrical or mechanical derangement or breakdown to any vehicle unless there is evidence of related external damage. 11.3.9 Loss or damage of motor vehicles caused by scratching, denting and marring unless you obtain from us a pre-shipment vehicle condition report. 11.3.10 Loss or damage to a vehicle whilst being driven or for the purpose of being driven under its own power other than for the purpose of loading onto or unloading from the carrying conveyance or container. 11.3.11 Loss or damage sustained by accessories and removable items unless lost with the vehicle. 11.3.12 For any vehicle which had a pre-existing defect or was inherently defective. 11.4 No employee of ours shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions under the terms of this Agreement. 11.5 Our liability will cease upon handing over the vehicle from our warehouse or upon completion of delivery (see Clause 12.2 below). 11.6 In respect of Standard Liability, other than as a result of our negligence or breach of contract we will not be liable for any loss of, damage to or failure to produce the vehicle if caused by War, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup unless the vehicle is on an overseas vessel or aircraft.

12. TIME LIMIT FOR CLAIMS. 12.1 For a vehicle which we deliver, you must notify us in writing of any visible loss, damage or failure to produce any vehicle at the time of delivery. 12.2 If you or your agent collect the vehicle, you must notify us in writing of any loss or damage at the time the vehicle are handed to you or your agent. 12.3 Notwithstanding clauses 9, 10 and 11 we will not be liable for any loss of or damage to the vehicle unless a claim is notified to us, or to our agent or the company carrying out the collection or delivery of the vehicle on our behalf, in writing as soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) and in any event within thirty (30) days of delivery of the vehicle by us. 12.4 The time limit for notifying us of your claim may be extended upon receipt of your written request provided such request is received within seven (7) days of delivery. Consent to such a request will not be unreasonably withheld. 12.5 Any dispute concerning the handling of claims should in the first instance be referred to Removal Claims Service, Swan House, 24 Bridge Street, Leatherhead, Surrey, KT22 8BX Tel. 01372 385970; Fax. 01372 385971; email: info@removalclaims.co.uk.

13. DELAYS IN TRANSIT. 13.1 Other than by reason of our negligence or breach of contract, we will not be liable for delays in transit. 13.2 If through no fault of ours we are unable to deliver your vehicle, we will take it into store. The Agreement will then be fulfilled and any additional service(s), including storage and delivery, will be at your expense.

14. OUR RIGHT TO HOLD THE VEHICLE (LIEN). We shall have a right to withhold and/or ultimately dispose of the vehicle until you have paid all our charges and any other payments due under this or any other Agreement. (See also Clause 23). These include any charges that we have paid out on your behalf. While we hold the vehicle you will be liable to pay all storage charges and other costs incurred by our withholding your vehicle and these terms and conditions shall continue to apply.

15. DISPUTES. If there is a dispute arising from this Agreement, which cannot be resolved, either party may refer it to the Chartered Institute of Arbitrators. Recourse to arbitration is subject to certain limits, current details of which are available upon request. This does not prejudice your right to commence court proceedings.

16. OUR RIGHT TO SUB-CONTRACT THE WORK. 16.1 We reserve the right to sub-contract some or all of the work or enter into contracts with third parties all of whom shall be considered to have been retained by you. 16.2 If we sub-contract or enter into third party contracts, then these conditions will still apply as well as the terms and conditions of the sub-contractor or third party.

17. ROUTE AND METHOD. 17.1 We have the right to choose the method and route by which to carry out the work. 17.2 Unless it has been specifically agreed otherwise in writing in our Quotation, other space/volume/capacity on our vehicles and/or the container may be utilized for consignments of other customers.

#### 18. ADVICE AND INFORMATION FOR INTERNATIONAL REMOVALS

We will use our reasonable endeavours to provide you with up to date information to assist you with the import/export of your vehicle. Information on such matters as national or regional laws and regulations which are subject to change and interpretation at any time is provided in good faith and is based upon existing known circumstances. It is your responsibility to seek appropriate advice to verify the accuracy of any information provided.

19. APPLICABLE LAW. This contract is subject to the law of the country in which the office of the company issuing this contract is situated.

20. YOUR FORWARDING ADDRESS. 20.1 If you send a vehicle to be shipped or stored, you must provide an address for correspondence and notify us if it changes. All correspondence and notices will be considered to have been received by you seven days after sending it to your last address recorded by us. 20.2 If you do not provide an address or respond to our correspondence or notices, we may publish such notices in a public newspaper in the area to or from which the vehicle was delivered. Such notice will be considered to have been received by you seven days after the publication date of the newspaper. Note: If we are unable to contact you, we will charge you any costs incurred in establishing your whereabouts.

21. VEHICLE RECEIPT. Where we produce a receipt and send it to you, it will be accepted as accurate unless you write to us within 10 days of the date of our sending, or a reasonable period agreed between us, notifying us of any errors or omissions.

22. REVISION OF STORAGE CHARGES. We review our storage charges periodically. You will be given 14 days notice in writing of any increases.

23. OUR RIGHT TO SELL OR DISPOSE OF THE VEHICLE. If payment of our charges relating to your vehicle is in arrears or if you fail to take delivery of the vehicle at destination, and on giving you 14 days notice, we are entitled to require you to remove your vehicle from our custody and pay all money due to us. If you fail to pay all outstanding amounts due to us and/or take delivery of the vehicle, we may sell or dispose of the vehicle without further notice. The cost of the sale or disposal will be charged to you. The net proceeds will be credited to your account and any eventual surplus will be paid to you without interest. If the full amount due is not received, we may seek to recover the balance from you.

24. TERMINATION. If payments are up to date, we will not end this contract except by giving you 14 days notice in writing. If you wish to terminate your contract, you must give us at least 7 working days' notice (working days are defined in Clause 7 above). If we can release the vehicle earlier, we will do so, provided that your account is paid up to date.

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# APPLICATION FOR SHIPPING SPACE

**CLICK HERE TO COMPLETE THIS FORM ONLINE**

As an alternative this form can be completed online on our website. The process would be easier if you had all the relevant information to hand.

\* delete as appropriate.

Name of the person in which the vehicle is to be shipped:

UK contact address:

Telephone number:

Email address:

Year/make/model of vehicle:

UK registration number:

Chassis/Vin number:

Shipment to (Port):

In the UK is the vehicle to be COLLECTED/DELIVERED? \*

On (date):

VEHICLE TO BE HANDED OVER FOR SHIPMENT WITH A MINIMUM AMOUNT OF FUEL.

If the vehicle is to be collected, then from (address):

Your date of departure from the UK:

Your arrival date at overseas address:

Any other instructions:

Your overseas destination address:

Telephone number:

Email address:

Address for posting of shipping documents if different from your destination address (shipping documents available about 5-7 days after sailing):

Standard Liability Shipment Protection YES/NO \*

Declared value of the vehicle:

This valuation forms the basis of Karman Shipping Limited accepting "Standard Liability" in accordance with their Terms and Conditions (with particular reference to clauses 4, 9, 10, 11 and 12) which have been read and understood. An undeclared vehicle will be excluded from Standard Liability and Liability will be Limited in accordance with Clause 9.2 of the Terms and Conditions. The declared vehicle value should represent the full replacement value of the vehicle at destination.

Upon receipt of this completed form Karman Shipping will prepare shipping documentation and an invoice normally within 48 hours and will forward copies to you for checking.

Shipment cannot be arranged without a photocopy of the UK registration document. Shipping charges are settled in full prior to shipment.

## SHIPPING CHARGES

UK collection cost:

Shipping cost:

Shipment Protection cost:

TOTAL:

THE UNDERSIGNED AS OWNER OR AGENT AUTHORISES KARMAN SHIPPING LIMITED TO PROCEED WITH SHIPMENT AND AGREES TO ALL TERMS AND CONDITIONS.

Full name:

Signed:

Date:

## KARMAN SHIPPING LIMITED

HEAD OFFICE: TIMBER LODGE, PLANTATION ROAD, LEIGHTON BUZZARD, BEDFORDSHIRE, LU7 3JB

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All shipping and forwarding work is undertaken by us in accordance with our standard trading conditions (latest edition), copies of which are available upon request.

For transportation the standard conditions of the agencies and / or carriers involved apply.

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