The Customer warrants that he is either the Owner, or
(B) If any legislation, to include regulations and directives, is
1 Definitions and Application
CERTAIN CIRCUMSTANCES
THOSE WHICH DEAL WITH CONDITIONS OF ISSUING
British International
Association
4 British International
Freight Association

11 All headings are indicative and do not form part of these conditions
Definitions and Application
1 These words and the following words shall have the
following meanings:-
Company the BIFA member trading under the
name of BIFA, or the Company referred to in
connection with the carriage of Goods for or on behalf of the Customer, or the
Company to whom the Customer makes all claims
with respect to Goods handled by the Company and/or its
forwarders.
Customer any Person at whose request or
intention to sell or dispose of the Goods before doing so.
Instructions, and whether such contracts are subject
to such legislation, and nothing in these conditions
shall limit or affect the liability of the Company to the Customer.
3 The Company is entitled to retain and pay all brokerages, commissions, allowances and other
charges, dues, or other expenses.
4 The Company shall be entitled, on at least 31 days’ notice in writing to the
Customer, to sell or dispose of or deal with such Goods or documents as are held by the
Company, and apply the proceeds in or towards the satisfaction of any debt due to the
Company, subject only to the Company taking such reasonable steps to bring to the
Customer’s attention its intention to sell or dispose of the Goods before doing so.
5 Without prior agreement in writing by an officer of the Company
so authorised, the Company will not accept or acknowledge
any instruction for the sale or disposal of Goods or documents.
6 Except pursuant to instructions previously received in writing from the Customer,
the Company will not accept or deal with Goods, except as otherwise agreed with
the Customer, and not in connection with the rights of any third party.
7 The punctual receipt in full of sums falling due from the
Company to the Customer is critical to the operation of the
Company’s business and its performance of its
obligations under these conditions.
8 The Company accepts no responsibility with regard to any failure
to adhere to agreed departure or arrival dates of Goods.
9 The customer underlines that no claim shall be made against any
director, servant, or employee of the Company which
improves, or attempts to improve, upon any
liability in connection with any service which are the
subject of these conditions, and, if any such claim should
ever be made, the Company shall have the right to
indemnify itself against consequent loss.
10 The Company shall have the right to
(b) the loss incurred; or
(a) the value of any loss or damage; or
(a) the value of the subject Goods of the relevant transaction.
11 The Company shall have the right to
(c) all claims, costs and demands whatsoever and by
whichever means whatsoever and howsoever arising in
respect of any service provided for the Customer, or
in respect of any service provided to the Customer.
12 In the event that the Company exercises its rights under
Clause 25, it will be deemed to have exercised its right to
withdraw from the provision of Goods or services
without reduction or deferment on account of any claim,
counterclaim or set-off.
13 In the case of claims for loss or damage to Goods:
(b) the value of the subject Goods of the relevant transaction.
14 The value or any part of the value of any
settlement of claims, costs, and/or demands of the
Customer in respect of any service provided for the
Customer, or in respect of any service provided to the
Customer.
15 In all cases where the Customer’s
negligence or breach of duty of the Company, its servants,
employees, or agents, or attributable to any failure or
omission by any third party, whether wilful or not.
16 In all cases where the Customer’s
negligence or breach of duty of the Company, its servants,
employees, or agents, or attributable to any failure or
omission by any third party, whether wilful or not.
17 In all cases where the Customer’s
negligence or breach of duty of the Company, its servants,
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26 In all cases where the Customer’s
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