



CUSTOMS CLEARANCE SERVICES AGREEMENT

CLIENT DETAILS <i>(to be completed by the client)</i>	
Legal company name:	
Registered address:	
Country of Establishment:	
Company EORI number:	
Company VAT number:	
Company registration number:	
Authorised contact person:	
Phone number:	
E-mail address:	
Position:	
Preferred invoice currency:	EUR / GBP <i>(Note: Customs Charges are always invoiced in GBP)</i>

This Customs Clearance Services Agreement (the “Agreement”) is entered into between CLEARPORT LTD (Company No. 16963071) (the “Agent”) and the entity identified above (the “Client”).

1. Definitions & Interpretation

“*Customs Charges*” means all customs duties, import VAT, excise duties, penalties, interest, charges or other amounts assessed or payable in connection with the Client’s import or export activities.

“*Direct Representation*” means representation whereby the Agent acts in the name and on behalf of the Client and the Client remains the declarant for customs purposes.

“*Indirect Representation*” means representation whereby the Agent acts in its own name but on behalf of the Client, and the Agent and the Client are jointly and severally liable under applicable customs legislation.

“*Representation*” means the form of representation determined in accordance with Clause 2 of this Agreement.



2. Appointment & Representation

The Client appoints the Agent to provide customs clearance and related services.

The Agent shall ordinarily act under Direct Representation.

Where applicable customs legislation requires Indirect Representation due to the Client not being established in the United Kingdom for customs purposes or otherwise, the Agent may, at its sole discretion, agree to act under Indirect Representation.

The Agent reserves the right to refuse to act under Indirect Representation.

The Agent does not provide freight forwarding, transport, or logistics services.

3. Authority to Act

The Client authorises the Agent to prepare, submit, amend, and cancel customs declarations and related communications with HMRC and other authorities under the applicable Representation status determined in accordance with Clause 2.

Where Indirect Representation applies, the Client acknowledges that the Agent may be named as declarant on customs declarations.

4. Client Obligations

The Client shall:

- a) provide complete, accurate, and lawful information, documentation, and instructions;
- b) ensure that all data supplied is compliant with customs, tax, and trade legislation;
- c) retain all underlying commercial records required by law;
- d) immediately notify the Agent of any changes affecting customs declarations.

Where Indirect Representation applies, the Client acknowledges the legal consequences of such representation and accepts joint and several liability with the Agent under applicable customs legislation.

5. Financial Terms

The Client shall pay the Agent's service fees in accordance with agreed pricing. All invoices for service fees (excluding Customs Charges) are payable within seven (7) days of the invoice date unless otherwise agreed in writing.



6. Customs Duties, Import VAT & Taxes

All Customs Charges remain the primary responsibility of the Client.

Where Customs Charges are paid or deferred by the Agent on the Client's behalf (including via any duty deferment arrangement), the Client shall:

- provide cleared funds in advance, unless expressly agreed otherwise in writing; and
- reimburse the Agent immediately upon demand for any Customs Charges paid, deferred, assessed, or reassessed.

The Agent does not provide credit for Customs Charges. All Customs Charges are invoiced and payable in GBP only, irrespective of any other agreed invoicing currency for service fees.

The Agent may, at its discretion, require:

- advance payment of Customs Charges;
- deposits, guarantees, or other security;
- limits on services provided.

The Agent may suspend or refuse services where required funds or security are not in place.

7. Suspension & Refusal of Services

The Agent may suspend or refuse services without liability where:

- invoices remain unpaid;
- required advance funds are not received;
- information is incomplete, inaccurate, or misleading;
- compliance or regulatory concerns arise.

Suspension does not affect the Client's liability for amounts already incurred.

8. Liability & Indemnity

Where the Agent acts under Direct Representation, the Client remains solely liable for all Customs Charges and statutory obligations arising from customs declarations submitted on its behalf.

Where the Agent acts under Indirect Representation, the Client acknowledges that the Agent may incur statutory joint and several liability to customs authorities.

In such circumstances, the Client shall fully indemnify, defend and hold harmless the Agent against all liabilities, including without limitation:



- Customs Charges;
- penalties, interest, and assessments;
- regulatory action;
- claims, costs, and expenses,

arising from or connected with customs declarations submitted on the Client's behalf, except to the extent caused by the Agent's proven negligence.

The Client acknowledges that Customs Charges and statutory liabilities are not losses typically covered by the Agent's professional indemnity insurance.

9. Border Controls, Transport & Third-Party Actions

The Agent provides customs clearance and related administrative services only. The Agent does not provide transport, freight forwarding, logistics, or driver services.

The Agent shall not be responsible or liable for any delay, detention, inspection, refusal of entry, seizure, or other action taken by customs authorities, border control authorities, police, regulatory agencies, or any other governmental authority.

The Agent shall also not be responsible for the actions, omissions, compliance failures, documentation errors, routing decisions, or operational issues of carriers, drivers, freight forwarders, logistics providers, or any other third parties involved in the transport of goods.

The Agent does not guarantee that goods, vehicles, or drivers will be permitted to cross any border or pass inspections conducted by customs or other authorities.

Any costs, delays, losses, storage charges, demurrage, penalties, or other expenses arising from such inspections, refusals, detentions, or third-party actions shall remain the sole responsibility of the Client.

10. Confidentiality & Data Protection

Each party shall treat confidential information as confidential. Personal data is processed in accordance with applicable data protection legislation.

11. Governing Law & Jurisdiction

This Agreement is governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction.



12. Acceptance

This Agreement becomes binding upon written confirmation by the Client, including by email. By signing below, the signatory confirms that they are authorised to bind the Client and that the Client has read, understood, and agreed to all four pages of this Agreement, including, where applicable, the implications of indirect representation, and that all terms therein are binding.

For and on behalf of the Client:

Company name: _____

Authorised signatory name: _____

Authorised signatory title: _____

Signature: _____

Date: _____