

FOUR SEASON RELOCATION (S) Pte Ltd.

Standard Trading Conditions

IN THE ABSENCE OF A SPECIAL CONTRACT CONTAINING SPECIAL CONDITIONS THE FOLLOWING ARE THE ONLY CONDITIONS ON WHICH FOUR SEASON RELOCATION (S) PTE LTD, CARRY OUT BUSINESS OR OPERATE.

INTERPRETATION

1. In these conditions

“The Company” means Four Season Relocation (S) Pte Ltd.

“Customer” or

“Consigner” means The person who requests the Company to contract or perform services or operation which includes the owner

“Person” includes A firm or Company

“Conveyance” includes Lorry, van, trailer, railwagon, ships, barge and aircraft and “Convey” means convey or Conveyance and includes dispatch by post

“Expenses” includes The Company’s charges and disbursements, freight charges, warehouse rent, cost of Of insurance(if any) and any duty, customs fees or charges, fines, penalties etc. payable Under or virtue of the Revenue and or Penal Laws of any country in from to or through Which the goods go or pass.

POSITION OF COMPANY

2. The Company is a packing and forwarding agent and not a common carrier and does not accept any liability of a common carrier.
3. No agents or person employed by the Company other than those expressly authorised in writing by the Company for that purpose shall have any authority to alter, vary or qualify in any way these conditions or any of them.
4. The Company reserves the right at its discretion at any time before receiving or collecting or otherwise dealing with any goods or before transporting by conveyance any goods to refuse to receive or collect or convey or deal with the same and without giving any reason therefore.
5. A Customer will be presumed unless the contrary is made known to the Company at the time to be owner of or otherwise fully authorized to deal with the goods and in any event shall indemnify the Company against all claims arising from tittle to the goods paramount to that of the customer.

COMPANY’S RIGHTS AND POWERS

6. (a) The Company in connection with the transportation of the goods and for any part of the transportation journey may use or arrange for the use of any conveyance or conveyances and for such purpose may employ sub-contractors or agents any conveyance owner on such conveyance owner’s usual terms or on such other terms as may be agreed between the Company and such conveyance owner but entirely without prejudice to the rights, powers and immunities which the Company enjoy under these conditions. In employing any conveyance owner the Company shall act and shall be deemed to act as agent for the customer.

(b) The Company may convey or arrange to convey the goods by any route or routes (whether usual or not)

(c) The goods may be so conveyed or their conveyances so arranged for separately, and if and when the Company In their discretion think fit, as part of a larger package or consignment.

7. The Company may at any time require proof of the nature, condition, quantity, weight or value of the goods or any of the notwithstanding any prior declaration by the customer.

CUSTOMER'S OBLIGATION AND LIABILITIES

8. Unless otherwise agreed in writing all goods shall be adequately and securely packed by the customer and the name and address of the consignee clearly stated.
9. In all cases the consigner shall remain liable to the Company for all expenses except and insofar as same as pre-paid without prejudice to any of the Company's rights against the consignee or any other person.
10. Dangerous goods, if accepted by the Company must be accompanied by full declaration of their nature and contents and properly and securely packed for the transit. The Company gives no guarantee that any conveyance owner will accept or deliver such goods.
11. The Consignor shall indemnify the Company against all claims for injury to any property or persons caused by special goods or exceptional goods or perishable goods or dangerous goods.
12. Subject as aforesaid full written particulars and instructions must be furnished with regard to
 - (i) the goods (i.e, as to number and types of containers, marks, weight and value) and
 - (ii) Risks to be insured against amount to be covered. If such particulars in respects of (i) be not furnished or be in any respect inaccurate or not clear the Company shall be absolved from all responsibility whatsoever for loss or non-delivery of the goods. If particulars under (ii) are not furnished or are neither accurate or nor clear, the Company shall not be under any responsibility for not insuring or for any incorrect insurance.

COMPANY'S EXPENSES

13. The company may at any time require prepayment of or on account of their expenses.
14. If the goods be stopped in transit, refused or delivery not taken, the cost of any additional carriage, cartage, storage and or of any other consequential service will be charged to and forthwith payable by the Consignor.

COMPANY'S IMMUNITIES AND LIABILITIES

15. The Company shall not be under any responsibilities whatever for any damage, loss, delay in delivery, missed delivery or detention (how, when and where caused or arising and whether caused or arising during or in course of deviation from route) to or of goods unless caused by wilful neglect or default while the goods are in the actual custody of the Company's servants and for no other neglect or default or other matter or things whatsoever or however arising. The Company shall not be under any responsibility for any such damage or loss etc. as is last mentioned to any goods beyond the limit specified in condition 19. The Company shall not be liable for any act of jettisoning, abandoning, unloading, destroying or otherwise dealing with the goods or any of them which act in the opinion of the Company is necessary or advisable for the safety or the security of any person or property.
16. The Company is not liable or responsible in any capacity or manner whatsoever for loss or damage to the goods whilst the goods are in transit, possession, control or custody of steamship companies, railways, airlines, or other carriers, any loss or damage to the goods is due to Act of God, war, mutiny, seizure, detention, forfeiture by governments, states, rulers, princes, ports, authorities or any other body.
17. The Company's liability begins from the time of receipt of the goods in the contracted condition and terminates at the time of delivery to other carriers or the consignee. In the event of claim, the Company is limited to a liability of not exceeding US\$1.50 (or its equivalent in Singapore Dollars) per kilo of the gross weight of goods lost or damaged and thereafter to be approved.
18. The Company shall be discharged from liability or obligation absolutely upon the delivery of the goods to the consignee or their agent.
19. In the event of any dispute as regards the value of each package or unit it is hereby expressly declared and agreed that the Company shall have the sole right to appoint an adjuster or value to decide the value of each package or unit. It is further expressly declared and agreed that the decision of the adjuster or valour shall be binding to the Customer.

CLAIMS

20. Notwithstanding and without prejudice to conditions 15,16,17,18 and 19 it is a condition precedent of the Company's liability hereunder that any claim must be notified in writing to the Company at its business address. In such details as the Company may reasonably require and that such notification must in the case of claims relating to goods alleged to be damaged be made within seven days after delivery or in the case of claims relating to loss or non-delivery be made within thirty days after the due date of delivery.

RATES

21. Rates offered are for the conveyance to all parts of the world of goods consisting of ordinary merchandise. Senders are responsible for the payment of any increase in rates, freights, premium or other charges which may be imposed after the commencement of the transit. Customs duties and local taxes and other government charges are additional to the rates for carriage unless otherwise stated. All rates and charges are payable in Singapore currency unless otherwise stated.
22. Unless a special agreement is made as to the rates of carriage the Company shall have the option of charging by value or weight or measurement.

COMPANY'S LIEN

23. All goods received for transportation by the Company or its agent shall be held by them subject to a general lien and right of detention for money due to the Company whether in respect of the forwarding of those or other goods or for other charges or cost payable by the owner of the goods and if the general lien is satisfied in within 14 days when expenses become payable, the goods will be sold by auction or otherwise and the proceeds of the sale applied to satisfaction of the lien and expenses.

INSURANCE

24. No insurance of the goods for any risk shall be effected by the Company without prior written instruction and additional payment for the premium and other charges.

This agreement shall be deemed to be made in Singapore and subject to the laws of Singapore and the jurisdiction of the courts of Singapore.

In the event of a conflict between any of the conditions with any statute or laws of Singapore, only such conditions to the extent of the inconsistency but not further shall be null and void.

Nothing on this documents or elsewhere shall be deemed to be a waiver or surrender by Four Season Relocation (S) Pte Ltd of their rights, immunities, exemption or limitation or liability or responsibility provided by statute or otherwise presently or in future.