



Indemnity & Liability Agreement for Transits (T1/T2) where Dover Hamilton Limited acts as or on behalf of the principal holder

THIS AGREEMENT is made the day of: **September 12, 2022**

BETWEEN:

(1) **CLARION EVENTS LTD** a company registered in Republic of Ireland under number 14124123 whose registered office is at **Office10, street 312, Warrington, WA 7LT** and

(1) **Dover Hamilton Limited** a company registered in England and Wales under number 12607590 whose registered office is at **Office 221 CEME Campus, Marsh Way, Rainham, London RM13 8EU**.

(a) The Customer shall indemnify the Company fully for any duty, tax or charge that it has not paid and for any failure to export / import goods which have been zero-rated for the purposes of Value Added Tax (or similar tax or duty) or to comply with any conditions relating to importing or exporting zero-rated goods.

(b) The Customer shall indemnify the Company fully for Duties and Taxes and any other costs, expenses or customs fees (including any surcharges, additional fees for customs clearance, administrative or storage costs) incurred by the Company in conveying goods on behalf of the Customer including without limit, those in the importing country incurred on behalf of the Customer.

(c) The Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with:

(i) The Customer failing to attend and notify the Customs Office at destination while under transit, and discharge the T1 through an import at destination; The Customer must not release or unload any goods while under transit until proof of import has been provided.

(ii) Any claims made, or penalties imposed by HM Revenue & Customs or any other customs or tax authority in jurisdictions outside of the United Kingdom following the failure to discharge document T1;

(iii) The Customer's failure to provide correct written notification in advance of any Consignments and/or goods comprised within any Consignment which are not standard or permanent exports as required.

(iv) The Customer is responsible for ensuring that proof of an import has been provided by all means and, in the types, requested by the Company or HMRC in order to be considered as proof of import and accepted by HMRC.

(d) It is accepted that on occasion where the goods have left the UK and the export declaration confirms this, but goods are held that the Customs Agent will use the owned or hired guarantee and will claim the debt back from the Customer. Should this be the case the Customer accepts all additional fees and the full liability of tax duty and VAT.

(e) Late fees for discharging a T1 exceeding 14 days will incur a penalty of £35 per day on top of any other charges.

As the Customer I/we accept full liability and responsibility in line with the above in relation to importing and exporting of goods via Dover Hamilton Limited.

Signed:

A handwritten signature in blue ink, consisting of a stylized, cursive letter 'D' with a horizontal line extending to the right.

Dated: 2022-09-12