

CUSTOMS BROKERAGE SERVICE

Authority for a Customs Clearance Agent to act as a Direct Representative

I (i) [redacted] Having
authority to sign on behalf of **Company** (The Principal) (ii) [redacted] company
no [redacted] EORI no [redacted]

Hereby appoint HQPRO LTD, EORI no. **GB361931888000** (The **Customs Agent**) to act on behalf of the entity named above in the capacity of a **Direct Representative** in accordance with Schedule 21 Customs Agents of the **Taxation (Cross Border Trade) Act 2018**.

This authorisation is applicable to all consignments arriving or departing from the UK.

This Appointment applies with effect from the date of signature until revoked by the entity named above.

The entity named above authorises HQPRO LTD to delegate customs clearance to sub agents as a **Direct Representative** of the declarant in all dealings with HMRC where circumstances necessitate.

The entity named above authorises their representative, HQPRO LTD to declare goods to HMRC using:

Deferment Approval Number (if applicable): [redacted]

VAT Number: [redacted]

HQPRO LTD use postponed VAT accounting (PVA) for imports unless instructed otherwise in writing.

Notes:

- I. Name of person signing, must have authority to sign on behalf of the importer or exporter
- II. Legal name & EORI Trader Identification No. of importer or exporter.

In accordance with the Cross Border Trade Act 2018, a **Direct Representative** acts in the name of and on behalf of another person. In relation to import/export declarations, the importer/exporter will be liable for any customs debt arising from the declaration.

Furthermore, the Principal authorises and commissions the Customs Agent to:

- submit requests for repayment/remission as well as to submit written objections relating to data incorrectly stated in the declaration compared to the information supplied when the order was placed;
 - submit request for repayment/remission as well as to submit written objections, because incorrect information was supplied when the order was placed, at the request of the Principal;
 - submit written objections in relation to corrections up to the completion of the verification of the declaration;
 - handle the financial aspects of the requests and objections etc. which are mentioned above.
- Separate, case-by-case agreements are required for making/submitted other requests, written objections and lodging appeals.

The **Principal** and the **Customs Agent** acknowledge that this agreement is made in consideration of the relevant customs legislation relating to the provision of Customs Brokerage service as outlined in customs legislation including:

General Conditions – The relationship between the parties is governed by the most recent edition of the British International Freight Association Standard Trading Conditions applicable at the time of service delivery.

The Customs Agent is entitled to refuse to perform acts provided this is communicated in a timely manner.

The Principal authorises the **Customs Agent** to delegate sub agents as a Direct Representative of the Principal where required.

The Parties – The Principal will communicate all relevant information to the Customs Agent in relation to executing this agreement including all available data relating to the completion of customs declarations. The Customs Agent will make the declarations on the basis of the information received.

Record Keeping – The Customs Agent is obligated to retain records of declarations and any accompanying documents for a period of eight years unless otherwise agreed. The Principal must store any documents and correspondence relating to each declaration for the same period.

Duration and Termination – This agreement applies foryears from till and after that an indeterminate period of time. Fees will be agreed each year. The agreement may be cancelled by the Principal on the receipt of a registered letter/email with a notice of at least 1 month and 1 month for the Customs Agent. The **Customs Agent** will retain the authorisation in support of fulfilling obligations imposed in the name of the government.



The Principal agrees to pay the fees according to the price list below – invoice will be sentwith term of payment; other services can be added as per the Principal's request :

- import clearance from EU –
- import clearance from non EU –
- export clearance to EU – (transit document included)
- export clearance to non EU –
- all prices don't include VAT
- all prices include 5 commodity codes after that will be charged for each commodity code

Signed		Company Name	
Name		Position in Company	
Date		Email address:	

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Name		Position in Company	
Date		Email address:	