



15 February 2019

*Updated 25/03/2019 – links to manuals updated to refer to current version*

Dear Customer,

We write you not yet knowing whether the UK exit from the EU (Brexit) will happen on **29 March 2019 at 11pm GMT**.

Both of us therefore have to be prepared from that date to trade in a new regulatory environment between the EU and the UK acting as Third Countries, if not on the terms of an agreed transition deal, then on the 'no-deal' default World Trade Organisation (WTO) terms.

CLdN and C.RO Ports would like to set out for you the changes that will occur in your typical EU – UK journeys with us, and explain how by changing parts of our policy and operational practices we envisage to keep your freight units *flowing*, which will be key to maintain our capacity and service level to you and our other customers.

We summarize these default operational procedures below, if you require more information, please click on one of the underlined terms or contact us. Further changes can be made by us at short notice (i.e. we will aim to give a minimum of 2 working days' notice where possible), depending on additional 'Day 1 No-Deal' (D1ND) guidance issued by the UK and EU authorities and the actual operational circumstances we will experience.

## 1. MAKING YOUR FREIGHT BOOKING

- 1.1 You will continue to use our [C.WEB booking tool](#), which has been adapted to the new Third Country requirements between the EU and UK, for all your freight bookings with us, either manually or via [EDI exchange](#).
- 1.2 There are no changes to make a booking request between two ports that remain in the EU.
- 1.3 To make a booking request to or from the UK, it will from the Brexit date be mandatory to add additional information in the specific Unit booking request in C.WEB:
  - (i) besides entering the usual booking request information, you must also
  - (ii) [submit and confirm all Consignment details of the Goods](#) in the Unit to permit us to make the mandatory Safety and Security Declarations (ENS and in specific cases EXS) before leaving and entering a Third Country, and you must
  - (iii) submit and confirm the Export authorisation(s) numbers (MRN) of the combined Export (or equivalent) and EXS declaration prior obtained by you for these Consignments

→ These 3 blocks of information together will constitute a complete booking request and only a complete booking request will allow us to accept and validate your vessel booking with us.

→ You will still be able to make a space reservation while only supplying the information of the first block, but delivery of your Unit to the terminal is only allowed when all 3 blocks of information have been supplied to us.
- 1.4 We provide a new functionality in C.WEB allowing you to [appoint a delegate](#) that can fill the specific Consignment details and Export MRN for each Unit directly into the booking request on your behalf.



This functionality is segregated from the rest of your C.WEB account and will not allow the delegate to consult your other operational and commercial information.

By appointing e.g. your customs agent, your customer or their customs agent, who will first hold and obtain this required information in order to make the mandatory Export and Import declarations on the Goods and Consignments, you could avoid having to organize a time critical information flow between multiple parties and you could share this extra administrative burden with other stakeholders. If your mandatory information does not flow, your Units will not flow !

- 1.5 To the extent the UK would waive -on a temporary basis- the mandatory submission of Safety and Security (ENS) information upon entry into the UK, we will be able to flexibly adapt our C.WEB system and we will not ask you to provide this SSD information for journeys into the UK where that would not at first be mandatory.

## 2. ARRIVING AND CHECKING-IN UNITS AT THE TERMINAL OF DEPARTURE

- 2.1 Please note that in order to avoid gate and terminal congestion, it will not be possible for a Unit to enter the Terminal of Departure without a completed vessel booking that has been prior accepted and validated by us.
- 2.2 Please note that our new default policy is that your booked Export Units can only be delivered to the Terminal of Departure a **maximum of 24 hours before scheduled Vessel departure**. This period is included in your Contract of Carriage with us.  
We bring this change in order to maximize the terminal capacity for Import Units, which in the EU ports will be subjected to mandatory Temporary Storage Customs holds upon arrival and cannot be released until their subsequent Customs status is confirmed, therefore risking increased dwell times.
- 2.3 Storage time spent by your Units outside your Contract of Carriage will be chargeable to you by our terminals under the [revised General Terms and Conditions of our Terminals](#).

These new GTC, applicable from 1<sup>st</sup> March 2019, foresee that, until further notice, a storage period of 48 hours prior your Contract of Carriage with us remains without further daily storage cost indemnification payable by you to us. Further Storage cost indemnification and other Terminal charges are set out in the [Terminal Tariffs](#).

In practical terms, this means that, **until further notice, you will still not be charged by us for a period of 72 hours before vessel departure**. We will also, until further notice, continue any special storage arrangements currently in place with you.

At our discretion, however, but typically if required for capacity reasons or other operational circumstances, we will from 1<sup>st</sup> March 2019 be entitled to notify you at short notice (i.e. we will aim to give a minimum of 2 working days' notice where possible) about any changes in the amounts of the abovementioned daily storage cost indemnification payable by you and/or changes to any special storage arrangements you have (including termination thereof and/or strictly enforcing a maximum 24 hours physical storage policy). In our GTC's, we also reserve the right to move or block stow your Units, including shipping Units back to their port of origin or to another of our ports, at your cost, if you do not respect our Storage Terms.

Ultimately, we implement this policy and reserve these rights to be able to avoid as much as possible potential congestion at our terminals and to safeguard the best possible service offering to you and our other customers.



2.4 Please note that both our C.RO Ports London and Killingholme terminals in the UK are on the list of [approved UK ro-ro locations](#). This will provide substantial D1ND benefits to you in respect of the immediate release of the Units upon their arrival in the UK, without requirement for Temporary Storage and Customs' Hold release. It will however typically require you, or the party legally required to do this, to [pre-lodge an Import Declaration with the UK customs authorities](#) prior to loading the Vessel at the Terminal of Departure. We do not require that you communicate a confirmation of such pre-lodging to us, but we will rely on you to avoid that your Units become blocked in our UK terminal for this reason.

2.5 We do not currently anticipate having to make changes to the vessel cut-off times.

2.6 Upon you delivering the booked Unit into our Terminal of Departure we will use the Export MRN you provided us at booking stage to confirm with the local Customs authorities the Arrival at Exit (ARX) of the Unit. Once authorization to proceed is obtained by us, we will be able to load your Unit on the Vessel.

If after the ARX the Unit is held at the terminal for further checks by Customs or the authorisation to proceed is not obtained timely for us to be able to load the Unit on the booked Vessel, then we will inform you hereof. Please note that in such case re-booking and terminal storage charges may apply.

2.7 Driver accompanied traffic will in addition to the above be subjected to passport checks on both sides.

### 3. SEA PASSAGE

3.1 After vessel departure we will make the required ENS declaration for all unaccompanied AND accompanied Units onboard our Vessel to the Customs authorities of the Terminal of Arrival.

3.2 Upon confirmation of the ENS declaration, we will also make an entry into Temporary Storage (TS) for all Units arriving at our EU terminals. We will inform you of the confirmation reference number thereof, which is required by you or your agent, to submit the mandatory Import or equivalent declaration. We will transfer this information to you as soon as possible, by inserting it directly in your C.WEB booking information for the Unit and by exchanging it with you via EDI/e-mail and via the [Portbase](#) platform in The Netherlands.

Please note that TS will not be a D1ND requirement in the UK, where the Units are free to immediately leave our terminal, subject to border security checks as today.

In the UK, besides C.WEB, we will use the [MCP – Destin8](#) community platform to exchange information with authorities and you or your agents.

3.3 You will in the same manner be informed about the 'Vessel arrived' information, which is also required for you to submit your Import declaration.

3.4 Your Contract of Carriage with us will from 1<sup>st</sup> March 2019 be regulated by our [revised General Terms and Condition of Carriage](#).

### 4. DEPARTING FROM THE TERMINAL OF ARRIVAL



- 4.1 **Arriving at an UK terminal:** D1ND planning in the UK foresees that Units can be picked up immediately after vessel arrival from our Terminal of Arrival, subject to Border Force security checks. This equates to today's situation.
- We remind you that this is because C.RO Ports London and Killingholme terminals in the UK are on the list of approved UK ro-ro locations and that you are required to make a pre-lodgment of the UK Import declaration before Vessel departure from the EU. You must also finalize any UK customs requirements after the Unit has already left our Terminal of Arrival.

If you prefer, it will be possible to operate a fully inventory linked process at our UK ports. You can indicate your preference at the time of booking.

- 4.2 **Arriving at an EU terminal:** All Units will mandatorily be placed in Temporary Storage under a Customs' hold in our Terminal of Arrival. In order to lift this Customs' hold and to procure the release of your Unit, you must first provide us with proof of the subsequent customs status of the Consignments and Goods in the Unit. You or your delegate must do this by completing and confirming the Unit booking information in C.WEB, typically with the Import MRN, which will immediately lift the Customs' hold in our system and make the Unit available for pick-up.

If you wish to use one of the Simplified Procedures (e.g. EIDR), we invite you to contact us further.

- 4.3 **Sanitary and Phytosanitary checks:**

D1ND planning in the UK foresees that only non-EU origin Goods in transit will need to go to a Border Inspection Post (BIP) before entering the UK. It is your responsibility to organize for this, including confirming that it is permitted to ship such Goods via our Ports as currently only C.RO Ports Killingholme is located in an approved BIP area.

All mandatory checks will apply to Import Goods entering our EU terminals. All C.RO Ports EU terminals are located in an approved BIP area. You will be responsible for organizing these checks, including timely making appointments at the BIP facility. We will release your Unit to your driver upon you providing us with confirmation of your subsequent customs procedure by completing and confirming the Unit booking information in C.WEB.

- 4.4 Please note that our new default policy is that your arrived **Import Unit must be picked up from the Terminal of Arrival within maximum 24 hours after Vessel arrival**. This period is included in your Contract of Carriage with us.
- 4.5 Storage time spent by your Units outside your Contract of Carriage will be chargeable to you by our terminals under the [revised General Terms and Conditions of our Terminals](#). These new GTC, applicable from 1st March 2019, foresee that, until further notice, a storage period of 48 hours after your Contract of Carriage with us remains without further daily storage cost indemnification amounts payable by you to us.

In practical terms, this means that, **until further notice, you will still not be charged by us for a period of 72 hours after vessel arrival**. We will also, until further notice, continue any special storage arrangements currently in place with you.

At our discretion, however, but typically if required for capacity reasons or other operational circumstances, we will from 1<sup>st</sup> March 2019 be entitled to notify you at short notice (i.e. we will aim to give a minimum of 2 working days' notice where possible) about any changes to the abovementioned daily storage cost indemnification amounts and any special storage arrangements, including termination thereof and/or strictly enforcing a maximum 24 hours storage policy. In our GTC's, we also reserve the right to move or block stow your Units, including shipping Units back to their port of origin or to another of our ports, if you do not respect our Storage Terms.



Ultimately, we implement this policy and reserve these rights to be able to avoid as much as possible potential congestion at our terminals and to safeguard the best possible service offering to you and our other customers.

- 4.6 Please note that in order to facilitate your planning and dispatching work, we have also developed a mobile application via <https://m.cweb.lu/> that allows you and/or your appointed haulier to follow up in real time on the 'delivery allowed' status for the Terminal of Departure and the 'release' status of your Unit in our Terminal of Arrival.

It is clear from the above that when it comes to Brexit, we will have to rise to the challenge together to overcome the inherent difficulties that the new regulatory context will give us !

We believe that in the end the timely exchange of information to permit each time to take the next step in our 24/7 joint logistical processes will be the key to our joint success. Let's make it happen together !

Should you have any queries in relation to the above and the attached, please do not hesitate to contact us further through your usual CLdN / C.RO Ports contacts or via [customs@cldn.com](mailto:customs@cldn.com) or [customs@croports.com](mailto:customs@croports.com).

[www.cldn.com](http://www.cldn.com)  
[www.croports.com](http://www.croports.com)  
<https://cweb.lu>

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Some relevant further Brexit websites listed for you :

UK Government Brexit Partnership Pack: <https://www.gov.uk/government/publications/partnership-pack-preparing-for-a-no-deal-eu-exit>

Brexit information Dutch Ro-Ro ports: [www.getreadyforbrexit.eu](http://www.getreadyforbrexit.eu)

Port of Zeebrugge Brexit information: <http://www.mbz.be/en/business/business-logistics/brexit>