



DX would like to inform you of our latest advice regarding shipping to ROI and NI following the Government Brexit announcements on 30<sup>th</sup> December 2020 which came into effective at 23:00 hours (GMT) on the 31<sup>st</sup> December 2020.

**This document combines and supersedes any previous documents.**

## GUIDANCE

### **Post-Brexit Contract Terms for despatches to/from the Republic of Ireland and Northern Ireland from 1st January 2021**

Customers can continue to send goods to/from ROI and NI with DX. Consignments can be entered as normal on your DX despatch software. When entering your first post-Brexit despatch to ROI you will be prompted to confirm acceptance of terms by using check boxes which ensure DX are legally compliant. To assist you understanding our despatch system updates please refer to our despatch ROI guide.

### **Authority**

DX now requires your signed authority to continue to act as your service provider into the ROI which is now classed as an export destination as of 1st January 2021. A copy of the 'Standing Authority to Act as Customs Representative' form is available from your local Depot Sales Manager, Account Manager or Customer Services Manager and for existing Customers, is also available for download via the Customers 'Download Area' on DM6. An authorised signatory copy of this form, on your Company letterhead wherever possible, can be submitted to DX electronically. Your Depot Sales Manager/Account Manager/Customer Services Manager will guide you through this process. In addition, to perform an import declaration in the ROI we require a Standing Authority to be completed by your Irish importer(s). **This is a legal requirement and DX will not be able to ship a consignment where a signed Standing Authority is not held for both the exporter and importer.**

### **Commercial Invoice**

A blank Commercial Invoice template can be downloaded via the DM6 customer 'Download Area' or provided to you via your local DX contact. The Commercial Invoice must be fully completed and correct. When entering a shipment for the ROI, you will be prompted to upload a completed, signed copy of the Commercial Invoice. We also ask that you attach a signed copy to the outer packing of any item in your shipment. DX will check and verify the information supplied on the Commercial Invoice. Once checked and verified the goods will be forwarded. If any information is incorrect or incomplete, DX will hold the goods and contact you to rectify within 48 hours. Our processes will be continuously reviewed but currently we need to avoid any delays at the border posts, therefore, we would like to be as prepared as possible.

The Commercial Invoice must include the following information:

- The classification of your goods. Commodity Codes, you can use the tariff (TARIC) database. The following link may be of assistance; <https://www.gov.uk/trade-tariff>
- The Product commodity code must be 10 digits long
- The country of origin for all products
- Product descriptions
- Gross Weight
- Unit Price
- Quantity
- Net Price
- Incoterms / Trade Terms
- Include all DX tracking number references within the consignment to be shipped

### **Definition of a Consignment**

A sale from one entity to another entity, despatched on the same day to the same recipient. It may contain 1 box or multiple boxes. This will be seen as a consignment of boxes. A Commercial Invoice or equivalent data is a mandatory requirement for and a pre-condition to any consignment being shipped.



**Brexit Customer EU SCC (Standard Contractual Clauses) Controller to Processor – Annex 4a & 4b. Available for download via the Customers' 'Download Area' on DM6 or by visiting <https://www.dxdelivery.com/legal>**

DX needs your authorisation to continue processing data on your behalf. Now that the UK is no longer a member state of the EU, the UK is defined by the EU as a "Third Country". The EU requires that all data transfers and processing of EU personal data to a "Third Country" are processed subject to appropriate safeguards as defined in GDPR Article 26. Unfortunately, the only approved safeguard available to us is to implement the EU approved standard data protection clauses (EU SCC).

**Annex 4a** - is a covering letter which fully explains why DX and your organisation must enter into a binding (EU SCC) agreement to ensure that your organisation and DX remain legally compliant in relation to the processing of EU data after 31st December 2020 post-Brexit.

**Annex 4b** - is a set of Standard Contractual Clauses (EU SCC). When entering a consignment on DX despatch software for an ROI destination for the first-time post-Brexit, you will be asked to check a box to state that you accept and agree to the EU SCC before you can progress to enter your full shipment details. Once you have checked the box in acceptance of the EU SCC, you will be allowed to complete your shipment details.

### **Shipment data/Commercial Invoices do not match**

If DX receive shipment data/commercial invoices and subsequently collect goods that do not exactly correspond to this data, then DX will not be able to forward them. All goods will be checked on receipt at the DX Depot and you will be alerted of any issues. This scenario is fully explained in the FAQ section of the DX Brexit Update newsletter (December 20) available for download on [www.dxdelivery.com](http://www.dxdelivery.com) or the 'Download Area' on DM6.

### **Variation of Terms**

The "Brexit Annex 1" terms at the end of this document will be automatically incorporated into the agreement between both parties as your acceptance of the terms to despatch items to Republic of Ireland and Northern Ireland from 1st January 2021.

### **Payment of Import Duties and VAT**

- Duties may be payable on import depending on the product and origin of the goods. It is the responsibility of the sender to ensure that all Customs information is complete and correct.
- To allow goods to be moved as quickly as possible **DX will default to operating DDP (Delivery Duties Paid) incoterms**, meaning that the Sending Customer (Exporter) is responsible for ensuring Duty is paid for the shipment as DX does not have the facility in the ROI to hold goods pending payment. **However if an Importer has their own Irish TAN account and DX are authorised to use this, we can send consignments under DAP (Delivered At Place) incoterms** meaning the importer pays their own duties. The TAN account details must be provided on the Standing Authority form, and a Form 5a must be completed by the importer and sent directly to Irish Revenue in order to authorise DX to use an importer's TAN.
- DX, via its in-house Customs Team, will make Customs declarations on your behalf. DX can pay the VAT & Duty on your behalf and charge back to you for immediate payment within 7 days (under DDP Incoterms – Delivery Duties Paid). Should you use this service, please note that a supplementary charge will be made to cover our administration costs and the credit risk we accept by initially paying on your behalf. Full pricing details are available from your local Depot Sales Manager, Account Manager or Customer Services Manager. You will need to register for VAT in the importing country in order to reclaim any import VAT paid to DX in the UK.
- Both UK and Irish governments have introduced Postponed Import VAT Accounting procedures (PIVA) available to all traders with a valid EORI number. This procedure allows import of goods without the need to pay import VAT. Instead, the importer accounts for the import VAT on their next tax return (simultaneously paying and reclaiming so no outlay involved). **DX will default to claiming all import VAT be paid by PIVA, unless specifically instructed not to by the exporter or importer** (this must be clearly stated on any commercial invoice).

### **Operational Solution**

All Customs data must be provided to DX on the day of despatch as our system will require the extra information to forward your goods. As previously stated, you will be asked to upload a copy of your Commercial Invoice electronically when



## BREXIT ANNEX (incorporating Brexit Annex 1 – legal terms) – December 2022 – DX



entering your consignment details. Remember to also attach a copy of the Commercial Invoice enclosed in a pouch/envelope/wallet on the outer packaging of an item in your consignment.

### Service Levels

Due to the additional checking required before onward shipment and sailing departure times, DX have to inform you that for consignments despatched from 1st January 2021, a Next Day service option to the Republic of Ireland will be withdrawn until further notice.

### ROI - EU Customs Entry Charge

Effective from 1st January 2021, all consignments despatched to Republic of Ireland will be subject to a Customs Entry Charge. This charge will be in addition to your headline consignment charge when invoiced. Unfortunately, this charge is unavoidable, and DX has no option but to recoup this charge from the Customer.

Should you have any questions please do not hesitate to contact your local depot in the first instance.

For more information please visit:

<https://www.gov.uk/transition> or <https://www.revenue.ie/en/customs-traders-and-agents/brexit/index.aspx>

### Shipping from Mainland UK to Northern Ireland

Companies trading with Northern Ireland are required to sign up for the Trader Support Service (TSS) for up-to-date advice and training, which can be done through the link: [www.tradersupportservice.co.uk](http://www.tradersupportservice.co.uk).

Part of the Brexit deal announcement from the Government was that, in most cases full Commercial Invoices are **not initially required** for mail and express parcel shipments from GB to Northern Ireland, provided you are not sending prohibited or restricted goods:

<https://www.gov.uk/guidance/sending-parcels-between-great-britain-and-northern-ireland-from-1-january-2021>

Instead, until such date to be announced and confirmed by HM Government, DX will be able to submit a weekly spreadsheet on your behalf to HMRC listing some basic shipping information regarding consignments shipped to Northern Ireland which we will collate and extract from our systems.

This means by continuing to ship to Northern Ireland via your normal method of despatch you are now agreeing that DX can share this basic shipping information with HMRC – as follows:

- Date Sent/Imported
- Consignee (NI recipient)
- Consignor (GB sender)
- Number of pieces in shipment
- Consignment reference number

Initially, other than the information listed above, there will be no legal requirement to submit further information. However, this may be required in future. DX is adapting systems to collect any required additional information if announced in future. **Traders sending goods with DX from GB to NI must save all transaction information as HMRC may request this in future in a format yet to be announced.**

**By continuing to despatch to Northern Ireland you are now agreeing to not send any prohibited or restricted goods.** You can check if you are sending these types of goods here: <https://www.gov.uk/government/collections/moving-goods-into-out-of-or-through-northern-ireland-from-1-january-2021> or alternatively, UK Trade Tariff: import prohibitions and restrictions - GOV.UK ([www.gov.uk](http://www.gov.uk))



## LEGAL TERMS - BREXIT ANNEX 1

1. This BREXIT ANNEX amends and forms part of any and all contracts you as the Customer have with DX Network Services Limited ("DX") (the "Agreement")

2. In this Annex the following definitions apply:

**Brexit** means:

(a) the United Kingdom (UK) ceasing to be a member state of the European Union (EU) and/or the European Economic Area (EEA); and/or

(b) the commencement, variation, end of or variation in any transitional, trading or other arrangements from time to time between: (i) the UK and the EU and/or EEA; and/or (ii) the UK and any other country, group of countries, international organisation, bloc or body (including the World Trade Organization) in contemplation of or (directly or indirectly) in connection with Brexit;

**Exit Day** shall have the meaning in the European Union (Withdrawal) Act 2018;

**EU Customs Entry Fee** shall (where applicable) mean the EU Customs Entry supplement identified in your Agreement with us. This charge is in addition to your base consignment charge for consignments sent to Republic of Ireland.

**Handling Fee** shall (where applicable) mean the handling fee identified in your Agreement with us. This charge is included in your base consignment charge for consignments sent to Northern Ireland.

**Losses** means all damages, liabilities, demands, costs, expenses, claims, actions and proceedings (including all consequential, direct, indirect, special or incidental loss or punitive damages or loss, legal and other professional fees, cost and expenses, fines, penalties, interest and loss of profit or any other form of economic loss (including loss of reputation).

**Tax** means, whether created or imposed by the UK, the EU or elsewhere, any Customs and Excise duties, and any other taxes, levies, contributions, duties or imposts similar to, replaced by or replacing any of them, and all exchange rate differences, penalties, charges, fines and interest included in or relating to any tax assessment therefor, regardless of to whom any such taxes, penalties, charges and fines are, and any interest is, directly or indirectly chargeable or attributable or primarily chargeable or attributable;

**Tax Authority** means any taxing, fiscal or other authority (wherever situated in any jurisdiction) competent to impose, collect or enforce any liability to Tax, including but not limited to HMRC or Revenue Ireland.

3. Payment obligation, EU Customs Entry Fee, Handling Fee & Indemnity

3.1 Both before and after any Exit Day, the Customer shall pay DX (without deduction or set-off) the EU Customs Entry Fee or Handling Fee (where applicable) and all Tax paid by DX on your behalf and shall indemnify and keep indemnified on demand and hold harmless DX against all Losses suffered or incurred by DX arising out of or in connection with DX paying or being held liable to pay, or any Tax Authority claiming that DX is liable to pay on any item (including if defined as such in your Agreement any Consignment) which DX has agreed to deliver on your behalf, whether in connection with or as a result of Brexit or otherwise.