
PARTNER SERVICE LEVEL AGREEMENT

Version 1.0_ 2017

Adams
express

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A. THE PARTIES

This Service Level Agreement (SLA), dated [Click or tap to enter a date.](#) **between** [Click or tap here to enter Company legal name.](#), (hereinafter referred to as '**WE**' or '**US**'), trading as [Click or tap here to enter Company trading name.](#), having its registered place of business located in [Click or tap here to enter city, country.](#) **and** [Click or tap here to enter Partner's company legal name.](#) (hereinafter referred to as the '**PARTNER**'), having its registered place of business located at [Click or tap here to enter city, country.](#)

Both companies shall also be referred to as '**the PARTIES**' in this Agreement.

The PARTNER	
Company legal name:	Click or tap here to enter the Partner's legal name.
Company legal entity:	Click or tap here to enter the Partner's legal entity.
Company registration number:	Click or tap here to enter the Partner's registration number.
Company trading name:	Click or tap here to enter the Partner's trading name.
City and country:	Click or tap here to enter the Partner's City and Country.

The PARTNER is acting as the [Click or tap here to enter origin or destination agent or others, please specify.](#) for the purpose of this Agreement.

B. STATEMENT OF UNDERSTANDING & COMPLIANCE

- 1. Both PARTIES undertake to conduct their business at all times in compliance with local, national and where applicable, international laws and regulations.
- 2. The PARTIES acknowledge that they have read and understood this Agreement in full and agree to abide by all requirements laid out in this document.
- 3. **If contradictory regulations or agreements exist between the Parties, the following order of precedence shall apply:**

Click or tap here to enter text.

If no order of precedence has been indicated in this document, this means that this SLA prevails on any other signed regulations or agreements between the Parties, at the exception of any Addendum to this SLA.

- 4. **Any Addenda to this SLA are to be listed here-under for later reference (document name, date):**

Click or tap here to enter text.

- 5. The term of this Agreement is for the following period: Click or tap to enter a date. to Click or tap to enter a date. This SLA will be reviewed annually between the Parties.
- 6. The PARTNER signature below indicates the understanding, agreement and intention of the PARTNER to comply with this SLA, any superseding agreements and any Addenda to this Agreement agreed upon between the Parties.

COMPANY LEGAL NAME	PARTNER COMPANY NAME
Adams Express AS	Click or tap here to enter text.
SIGNATURE:	SIGNATURE:
Print name: Hans Christian Strand	Print name: Click or tap here to enter text.
Print initials: HCS	Print initials: Enter initials.
Title: Managing Director	Title: Click or tap here to enter text.
Signature date: Click or tap to enter a date.	Signature date: Click or tap to enter a date.

C. PARTNER CONTACT INFORMATION (COMPULSORY)

Company Details	
Address	Click or tap here to enter text.
Mailing Address	Click or tap here to enter text.
Main Telephone number	Click or tap here to enter text.
E-mail	Click or tap here to enter text.
Website	Click or tap here to enter text.
Key contacts	
Primary contact name	Click or tap here to enter text.
Title	Click or tap here to enter text.
Direct phone number	Click or tap here to enter text.
E-mail	Click or tap here to enter text.
Mobile	Click or tap here to enter text.
Skype	Click or tap here to enter text.
Second contact name	Click or tap here to enter text.
Title	Click or tap here to enter text.
Direct phone number	Click or tap here to enter text.
Mobile	Click or tap here to enter text.
E-mail	Click or tap here to enter text.
Skype	Click or tap here to enter text.

Out of Hours contact name	Click or tap here to enter text.
Title	Click or tap here to enter text.
Direct phone number	Click or tap here to enter text.
Mobile	Click or tap here to enter text.
E-mail	Click or tap here to enter text.
Skype	Click or tap here to enter text.
Contact for Rates & Pricing	Click or tap here to enter text.
Title	Click or tap here to enter text.
Direct Phone number	Click or tap here to enter text.
Mobile	Click or tap here to enter text.
E-mail	Click or tap here to enter text.
Skype	Click or tap here to enter text.
Escalation contact	Click or tap here to enter text.
Title	Click or tap here to enter text.
Direct phone number	Click or tap here to enter text.
Mobile	Click or tap here to enter text.
E-mail	Click or tap here to enter text.
Skype	Click or tap here to enter text.
Company Bank details	
Bank account number	Click or tap here to enter text.
IBAN	Click or tap here to enter text.

D. SCOPE AND PURPOSE

1. The purpose of this Service Level Agreement (SLA) is to describe our company's expectations for business partners while providing services on our behalf and to identify the service commitment to each other, to help both PARTIES meet the demands and needs of our respective clients and Client's Transferees in the various aspects of our household removals and storage business as described in this SLA.
2. This Service Level Agreement applies for all international household moving services.
3. This SLA is based on the FIDI Professional Cooperation Guidelines - edition 2016-1.0 and the FIDI Compliance Requirements - version 2016-1.0 in full (items F1-F27 of this Agreement).
4. All future changes to this Agreement will be communicated to the Parties via a clear addendum process. Each agreed and signed Addendum to this Agreement is to be considered as an official attachment to this Service Level Agreement. Any modifications implemented directly in this document, and not through an Addendum, shall render this Agreement null and void.
5. The PARTNER is requested to meet or exceed industry quality and service standards as outlined in the FAIM Quality Standard.

E. GENERAL RESPONSIBILITIES

1. The PARTNER agrees to notify US in writing immediately if there is any significant change in ownership or management of the PARTNER's company.
2. Each individual executing this SLA represents and warrants that they have full authority to do so on behalf of their respective companies.
3. The PARTIES to this agreement each warrant that:
 - a. They hold applicable and valid insurances in respect of their legal, contractual and public liabilities and will provide proof of insurance coverages if requested by one of the Parties;
 - b. The consignment(s) for which they are responsible as the Booker are protected by a suitable marine/transit insurance cover on behalf of the owner of the goods (usually the Transferee), either by insurance provided by the Booker, or otherwise by the Booker's client.

F. REQUIREMENTS

1. Pre-move survey and response

- 1.1 The Booker is responsible for contacting the Transferee to introduce themselves as the company organising the door-to-door move. The Booker is expected to give to the Transferee the details of the Origin agent he has nominated to conduct the pre-move survey and Origin service; and set out applicable allowances and/or other relocation policy requirements that apply to the move.
- 1.2 The Booker is responsible to give clear instructions in writing, to his nominated Origin agent to arrange a pre-move survey.
- 1.3 The Origin agent must reply to the Booker's pre-move survey request within one (1) working day (confirming acceptance or declining request); if a charge is to be made for the survey, the Origin agent must inform the Booker of the amount prior to contacting the Transferee.
- 1.4 The Origin agent is responsible to contact the Transferee within one (1) working day (or on date specified by the Booker if applicable), to arrange the survey appointment.
- 1.5 When a Transferee cannot be contacted, the Origin agent must inform the Booker within 1 working day that he has been unable to arrange the survey, and keep the Booker informed of date and time of subsequent attempts to contact the Transferee.
- 1.6 The Origin agent must confirm the survey date and time arranged to the Booker within one (1) working day (of confirming the appointment with the Transferee).
- 1.7 The Origin agent is responsible to provide a physical survey inspection at the Transferee's residence by a removals surveyor/estimator unless an alternative method to assess the Transferee's move requirement has been agreed in advance between the Booker and the Origin agent (for example a telephone assessment or based on a Transferee provided list of goods).
- 1.8 The Origin agent's surveyor must have both English and local language skills, be capable of providing an accurate survey and able to counsel the Transferee on specific matters identified by the Booker including consignment allowances, restrictions and prohibited items which should not be included in an international move.
- 1.9 The Origin agent is responsible to prepare a survey report for the Booker, which must address the following elements:
 - 1.9.1 Describe the type of residence (e.g., Detached / Semi -detached / Terrace / Town-house / Brown-Stone house / Flat or Apartment / High-rise or Tower-block Apartment).
 - 1.9.2 Describe the suitability of vehicle approach and access (to the residence) and any exceptional requirements to overcome restrictions, including availability of parking; parking suspension requirement; need for a long (outside) carry and/or shuttle vehicle; need for an external hoist (outside elevator) or the like; steps from street level to building entrance above or below; applicable internal floor(s) above or below ground level; use of building's internal elevator (lift); need for a long corridor (internal) carry.
 - 1.9.3 Prepare a 'pre-move' inventory (survey list) of all items shown or described to the surveyor intended for the move (this is sometimes called a Cube Sheet).
 - 1.9.4 Note any exceptional or unusual goods including fragile, heavy and bulky items requiring extra labour or specialist handling.
 - 1.9.5 Note items which will require dismantling (and thus reassembly at delivery).
 - 1.9.6 Note if extra goods not at Origin location, or new purchased goods intended for inclusion.
 - 1.9.7 Note if extra pick-up(s) from other location(s) is required.

- 1.9.8 Provide the surveyor's estimate of net volume and/or constructed net weight for each separate move element.
- 1.9.9 Describe the method(s) of packing and stowage to be employed for the work, e.g., export packing, woollen pad or blanket wrap, loose-load, lift-van pack, etc.
- 1.9.10 Note any exceptional packing materials required.
- 1.9.11 Note item(s) to be crated; provide item measurements (Length x Width x Height).
- 1.9.12 Note any items which are not to be included in the move (e.g., staying, or being disposed of, sold). We recommend to record 'items not included' on the pre-move inventory under separate heading.
- 1.9.13 Identify any restricted or hazardous items which may not be included in the move.
- 1.9.14 With Transferee permission, we recommend taking digital photos of :
 - Exceptional or unusual items requiring specialist handling, dismantling/ reassembly, and/or crating;
 - Restricted access and parking.
- 1.9.15 Describe any accessorial and/or third-party specialist services required.
- 1.9.16 Identify and report Transferee's move timing requirements where possible, including preferred pack/load and delivery dates, and if storage required, whether preferred at Origin or Destination and estimated duration.
- 1.9.17 Accuracy of the estimated volume and constructed¹ net weight is critical. The final net packed volume and/or constructed net weight must not exceed a tolerance of 10% against the estimate established by the surveyor during the pre-move survey, except when the Transferee has added extra goods.

2. Submitting the pre-move survey result and quotation

- 2.1 Quotation when a pre-move survey is requested: The Origin agent must submit the pre-move survey report and service quotation with terms for handling the move and timetable to the Booker within three (3) working days of the pre-move survey date.
- 2.2 Quotation in response to an agent rate request (e.g., based on consignment specification supplied by the requesting agent): The Origin agent must submit a response to any other rate enquiry from another agent within two (2) working days.
- 2.3 Provision of service quotation or rate: The Origin agent must include all the service elements required to execute the appropriate packing, handling and removal of the consignment including documentation and, if applicable, including or specifying separately the origin inland delivery element to the place/port/airport/terminal of departure.
- 2.4 Freight transport service quotation or rate: When providing freight transport service, the Origin agent must submit the applicable price or rate, specifying the method and route of transport, the port/airport/terminal/place of discharge, and the estimated transit time.
- 2.5 Identify origin port/airport /terminal handling charge(s) if applicable and state if included (or excluded) from either origin or freight rate.
- 2.6 Identify export customs clearance formalities, if applicable and state if included (or excluded) from either origin or freight rate.
- 2.7 Identify separate handling fee charged by the Origin agent, if applicable, for advancing payment of additional expenses incurred for accessorial services and/or disbursements which are not otherwise included in the standard service elements.

¹ Constructed net weight is calculated by multiplying the estimated volume in cubic feet by a density factor to arrive at a net weight to be used in rate calculations.

3. Acceptance of the pre-move survey result and quotation

- 3.1 The Booker is responsible to give a clear purchase order or similar written authority to his nominated Origin agent, to proceed with the move, including consignment instructions, together with any documents required; such instructions must be submitted sufficiently in advance to allow the Origin agent to carry out the work.
- 3.2 The Origin agent is responsible to ensure that he has received adequate and timely written instructions from the Booker, which are consistent with the terms of his offer.

4. Origin service - Standard elements

- 4.1 The Origin agent must provide all the standard service elements required to execute applicable packing, handling and removal of the consignment, and communications, including:
- 4.2 Notifying the Booker of all key progress dates as they are confirmed including but not limited to pack and load date(s), receipt into warehouse date, estimated and actual departure/shipped-on-board dates, estimated arrival date.
- 4.3 Contacting the Transferee at least one (1) working day in advance to confirm the scheduled commencement and timetable for the work.
- 4.4 Arranging the necessary vehicle parking authority/permit if applicable, but not including the parking authority/permit expense outlay.
- 4.5 Providing experienced personnel resources (i.e., removal crew) for packing and handling of the consignment sufficient for completion of work within the agreed timetable and if applicable, appropriate vehicle(s) for the conveyance of the consignment.
- 4.6 Supplying packing materials and cartons, and if applicable, fit for purpose crates, lift-vans, cases and air-freight cases.
- 4.7 Place in-residence floor, stair and other protection prior to commencement of packing and handling of the consignment, to prevent accidental damage or soiling of carpet or other floor coverings and/or wooden floors and/or doorways, stairways, walls and other exposed areas.
- 4.8 Dismantling furniture as specified by the Origin agent in their service quotation or otherwise where required, provided such dismantling is within the competence of a removal crew.
- 4.9 Providing all necessary packing; the method of packing² shall be as described in the Origin agents service quotation, or otherwise export packed, including marking or labelling the outside of each package, piece, carton or other type of container with a clearly visible sequential package number.
- 4.10 Preparing a descriptive Packing List (inventory) which corresponds to the number(s) marked on the packages, which on completion of packing must be signed and dated by both Origin agent's removal crew team leader and the Transferee or his/her representative).
- 4.11 Positioning and/or supplying appropriate ISO container, vehicle, case, lift-van, or air-container at intended place of container loading or case-packing.

² Origin packing should not rely on the packing and stowing of goods within (i.e., inside) Cabinets, Dressers, Drawers ..., unless otherwise agreed in advance between the Booker and the Origin and/or Destination agent. If a Booker/Origin agent intends to rely on the origin packing of goods within (i.e., inside) Cabinets, Dressers, Drawers ..., he must state this to the Booker/Destination agent in advance.

- 4.12 Ensuring ISO container, vehicle, case, lift-van or air-container is fit for purpose prior to loading and/or stowing the consignment. ISO containers provided by the ocean carrier/shipping company or third-party vehicle for conveyance of the consignment must be inspected and certified by the Origin agent as internally clean, dry, and wind/watertight - meaning free of any contamination, wet damage or dampness, physical damage, rust deterioration, holes and/or damaged or worn rubber door seals. An ISO container or vehicle which does not satisfy these conditions must not be utilised by the Origin agent.
- 4.13 Loading and stowing goods into suitable ISO container, vehicle, case, lift-van, or air-container.
- 4.14 Installing a bulkhead in ISO sea-container, if applicable.
- 4.15 Where the use of timber is necessary or agreed, only treated and certified timber/wood products may be used (e.g. a visible ISPM 15 compliance stamp on the timber); this applies for any application involving wood e.g., crates, cases, lift-vans, packaging, including bulkheads and dunnage (e.g. wood used to load and secure cargo during transportation).
- 4.16 Providing individual gross and net weight(s) and external dimensions (of cases, lift-vans and/or air-containers) for case packed consignments.
- 4.17 Confirming final charges to Booker:
 - 4.17.1 The final net packed volume and constructed net weight must not exceed a tolerance of 10% against the estimate established by the surveyor during the pre-move survey.
 - 4.17.2 Where the final net volume and constructed³ net weight is likely to exceed or has exceeded the Original estimate, the Origin agent's crew leader must (a) make the Transferee aware, and (b) notify his (Origin agent) line manager prior to completion of loading and sealing the container.
 - 4.17.3 The Origin agent must immediately communicate to the Booker that the final net volume and constructed net weight is likely to exceed, or has exceeded, the Original estimate. This is especially important if a consignment overflow is likely, or has occurred.
 - 4.17.4 The Booker must respond to the Origin agent advising whether to proceed with the shipment as scheduled or to hold it pending further instructions.
 - 4.17.5 When the Origin agent is unable to successfully contact the Booker, the Origin agent must perform services in the best interests of the Booker.
- 4.18 Preparing export cargo documentation and if applicable, export cargo customs formalities.
- 4.19 Delivering consignment to the place/port/airport/terminal of departure.
- 4.20 Providing or arranging to provide the Verified Gross Mass of a sea-container in compliance with (worldwide) SOLAS regulations.

5. Origin service - Normal exclusions

- 5.1 Origin service will not include the following elements unless previously specified and agreed between the Booker and the Origin agent:
- 5.2 Provision of marine/transit insurance cover or equivalent extended liability cover for the consignment.
- 5.3 Payment of parking authority/permit expense where applicable.
- 5.4 Provision of individual crates or cases for special / additional packing protection.
- 5.5 Provision of van and additional staff for a shuttle service.
- 5.6 Provision of additional staff for a long carry over twenty (20) metres (65 feet).
- 5.7 Additional stair carry above the first upper floor (ground floor +1).
- 5.8 Provision of special external hoisting equipment such as an outside elevator or ladder lift.

³ Constructed net weight is calculated by multiplying the estimated volume in cubic feet by a density factor to arrive at a net weight to be used in rate calculations.

- 5.9 Additional staff for handling heavy items such as a piano or safe.
- 5.10 Provision of non-removal services by a third-party contractor, such as but not limited to handyman, electrical, plumbing, cleaning and specialist dismantling or reassembly services.
- 5.11 Packing and stowing of goods within (i.e., inside) furniture items such as but not limited to cabinets, dressers, drawers etc.⁴
- 5.12 Costs resulting from a consignment examination ordered by the applicable Customs Authority or other official government body (except where such an examination is a routine and known element of normal export formalities).
- 5.13 Customs Authority or other official government body levy on export consignments.
- 5.14 Warehouse Handling into and out of the Origin agent's warehouse (unless part of the normal export process in the Origin country).
- 5.15 Provision of storage service at the Origin agent's warehouse.
- 5.16 Carrier's demurrage and/or container detention charges, and/or port/terminal and/or airport rent (storage) dues.

6. Origin service - In the event of a consignment overflow

- 6.1 An overflow is an unexpected additional quantity of Transferee's goods, which cannot be stowed into the applicable shipping container(s) because the total consignment volume exceeds the capacity of the shipping container, resulting in a surplus (overflow) of goods.
- 6.2 Whatever the reason for an overflow, it is important to act quickly and decisively dependent on the circumstances.
- 6.3 Where the consignment is being directly loaded into the ISO container at the Transferee's residence, an overflow situation typically arises towards the end of the loading process; it must be dealt with immediately since the Transferee's residence will usually need to be cleared on that same day necessitating removal of the surplus goods; And the container, once loaded, will usually be sealed for direct transfer to the port or terminal of departure. This means it may not always be possible to report an overflow to the Booker with sufficient time for the Booker to respond with instructions prior to the imminent completion of the work. In this situation the following procedure should be applied by the Origin agent and their crew:
 - 6.3.1 When surplus consignment (overflow) is apparent, the crew leader must (a) make the Transferee aware, and (b) notify their (Origin agent) line manager prior to completion of loading and sealing the container.
 - 6.3.2 The Origin agent's representative must immediately communicate to the Transferee that a surplus consignment will arrive separately from (and usually after) the main shipment and invite the Transferee to consider priority versus non- priority items, so that wherever possible the non-priority items form the overflow.
 - 6.3.3 The crew leader should also check that the overflow does not contain any part(s) or fittings which are separately packed but are otherwise a part of a priority item(s) in the main shipment.
 - 6.3.4 The Origin agent must report the overflow to the Booker immediately, so that when possible, the Booker has an opportunity to contact the Transferee to agree a plan of action, before the crew leave the residence.

⁴ Origin packing should not rely on the packing and stowing of goods within (i.e., inside) Cabinets, Dressers, Drawers (...), unless otherwise agreed in advance between the Booker and the Origin and/or Destination agent. If the Booker/Origin agent intends to rely on the Origin packing of goods within (i.e., inside) Cabinets, Dressers, Drawers (...), he must state this to the Destination agent in advance.

- 6.3.5 Where it is not possible for the Booker to contact the Transferee prior to completion and departure by the crew, and if the residence must be cleared of all goods, then the Origin agent should transfer the surplus consignment items to their warehouse pending further instructions from the Booker.
- 6.3.6 It is the responsibility of the Booker to determine who will pay for the overflow consignment and to instruct the Origin agent accordingly.
- 6.3.7 It is the Origin agent's responsibility to compare the pre-move survey inventory and final packing list to establish (if) items were included which were not identified and listed during the pre-move survey, and report his findings to the Booker.
- 6.3.8 The Origin agent should not release the surplus (overflow) consignment for dispatch/shipment until additional consignment /dispatch instructions have been issued by the Booker, and agreement on responsibility for extra costs (if any) has been established between the Origin agent and the Booker.

7. Freight service

- 7.1 Where the Booker instructs the Origin agent to arrange freight transport, it is the Booker's responsibility to specify the required mode of transport, the Destination place of arrival e.g., port/airport/terminal, and any other applicable requirements.
- 7.2 Where the Origin agent agrees to arrange the freight transportation of the consignment on behalf of the Booker, he must do so in accordance with the Booker's requirements.
- 7.3 Where the Origin agent agrees to arrange the freight transportation of the consignment on behalf of the Booker, he does so subject to the standard terms and conditions of carriage imposed by the applicable international carrier.
- 7.4 Unless otherwise instructed by the Booker, the Origin agent will book the consignment by the first available means of agreed freight transport and routing.
- 7.5 Unless otherwise agreed between the Origin agent and the Booker, the Origin agent shall have sole discretion to choose the freight transport carrier.
- 7.6 It is the Booker's responsibility to clearly specify to the Origin agent in writing prior to commencing packing if the consignment is to be withheld at Origin, i.e., it must not be dispatched or 'shipped on board' by the international carrier until separate written authorization is given by the Booker; and
- 7.7 It is the Origin agent's responsibility to notify the Booker (if applicable) of any deadline (cut-off date) for releasing a 'withheld' consignment for dispatch or 'shipped on board' for a pre-booked vessel or flight and to inform the Booker of additional / consequential costs (if any) that will be incurred due to the continuing withholding of the consignment.
- 7.8 It is the Booker's responsibility to provide authority to dispatch the consignment and clear consignment documentation instructions to the Origin agent including any necessary customs, security or other exceptional documentation and protocol requirements prior to the closing date (or other deadline if specified for dispatch of the consignment) to enable the Origin agent to obtain a compliant and accurate carrier secure carrier's Bill of Lading, Air Waybill or similar carrier's freight transport receipt.
- 7.9 It is the Origin agent's responsibility to arrange for the container to be weighed prior to being loaded onto the vessel, to comply with SOLAS regulations.
- 7.10 It is the Origin agent's responsibility to verify the carrier's departure date of the consignment and advise the Booker, including notification of any changes to the freight booking such as vessel name or flight number, departure or estimated arrival dates, or routing.
- 7.11 Pre-Advice and shipping documents:
 - 7.11.1 It is the Booker's responsibility to provide the Origin agent with details of the nominated Destination agent as part of the consignment instruction.

- 7.11.2 It is the Origin agent's responsibility to send a Pre-Advice of consignment to both the Booker and the nominated Destination agent unless otherwise instructed by the Booker.
- 7.11.3 It is the Origin agent's responsibility to send Original documentation to the nominated Destination agent (unless otherwise instructed by the Booker), to include Origin agents Waybill or instruction cover letter, carrier's Bill of Lading, Air-Waybill or similar carriers Freight Transport Receipt, Packing List(s) (with contractors and Transferee's Origin signatures) and any other applicable documents requested by the Booker.

8. Destination service - Submitting the Destination service rate or quotation

- 8.1 Quotation or rate offer in response to an Agent rate request (e.g., based on consignment specification supplied by requesting agent): The Destination agent will submit an electronic response to any rate enquiry from another agent within two (2) working days, unless otherwise agreed and documented.
- 8.2 Provision of service quotation or rate: The Destination agent must:
 - 8.2.1 Include all the service elements required to execute the normal import documentation and customs clearance (if applicable) and transfer of the consignment from port/airport/terminal of arrival to the notified place of delivery, including unloading, unpacking and setting-up in the Transferee's residence unless otherwise specified and agreed in advance between the Booker and the Destination agent.
 - 8.2.2 Specify if Destination port/airport /terminal handling or wharfage charge(s) including normally incurred ocean/air Carrier or NVOCC handover fees will apply and whether they are included or excluded from the rate offer.
 - 8.2.3 Identify import customs clearance formalities, if applicable and state if included (or excluded) from rate offer.
 - 8.2.4 Identify separate handling fee charged by the Destination agent, if applicable, for uncrating, advancing payment of additional expenses incurred for accessorial services and/or disbursements including customs charges, demurrage, etc., which are not otherwise included in the standard service elements.

9. Destination service - Standard service elements

- 9.1 Destination agent must provide all the standard service elements necessary to facilitate the consignment arrival formalities and onward transmission from place (port/airport / terminal) of arrival to the Transferee's nominated delivery address, which should include the following services and communications (unless otherwise agreed in advance):
- 9.2 Notify the Booker of all key progress dates as they are confirmed including but not limited to consignment's arrival date, customs clearance date, receipt into warehouse date and delivery to final residence date.
- 9.3 Initial and ongoing contact with the Transferee including confirmation (or re-confirmation) of the delivery timetable at least one (1) working day prior to the scheduled delivery date.
- 9.4 Obtain carriers release, prepare necessary import documentation and (when applicable) submit normal documentary or electronic Customs declaration entry to obtain clearance and release by Customs of the consignment.
- 9.5 Pay (if required) Destination port/airport /terminal handling, service or wharfage charge(s) including normally incurred ocean/air carrier or NVOCC handover fees.
- 9.6 Arrange the necessary vehicle parking authority/permit if applicable, but not including the parking authority/permit expense outlay.
- 9.7 Collect and transfer the ISO container/consignment from port/airport/terminal of arrival to the notified delivery address and/or warehouse, as applicable.

- 9.8 Place adequate in-residence floor, stair and other appropriate protection prior to commencement of inside delivery, to prevent accidental damage or soiling of carpet or other floor coverings, and/or wooden floors and/or doorways, stairways, walls and other exposed areas.
- 9.9 Provide sufficient number of professional experienced removal staff to unload the consignment at residence from the ISO container, vehicle, case or lift-van and carry the goods to inside the residence, not above the first upper floor (ground floor +1).
- 9.10 Provide unwrapping, unpacking, and setting-up service of all the goods within appropriate or requested rooms; carton contents should be unpacked (unless otherwise requested) and placed on an appropriate work-top or flat surface area; furniture and large items should be set down and positioned appropriately wherever possible as directed by the Transferee, including the necessary re-assembly of standard beds and furniture items previously dismantled by the Origin agent; this work should be carried out by the removal staff at the time of delivery as a continuous operation, unless otherwise agreed.
- 9.11 Checking-off packing list at the time of delivery, noting any damages/exceptions on delivery paperwork, ensuring that the packing inventory is signed by the crew foreman and the customer.
- 9.12 Packing debris: removal from residence and disposal (including associated costs for lawful disposal and/or recycling) of all resulting packing debris and empty cartons, including empty crates, cases and lift-vans upon completion of above work, at time of delivery.
- 9.13 Empty crates, cases and lift-vans remain the property of the Transferee after delivery; where empty cases are not wanted by the Transferee, the responsibility for removal from residence (with packing debris) at time of delivery, and appropriate lawful disposal or recycling remains with the Destination agent.
- 9.14 Arrange return transfer of the carrier's empty ISO container, if applicable, to the appropriate container-yard or port.
- 9.15 The Destination agent must send the signed delivery paperwork including the signed inventory sheet, to the Booking agent within five (5) working days of the delivery.

10. Destination service - Exclusions and/or limitations

- 10.1 Unless otherwise agreed in writing, normal import terms either exclude or are limited as follows:
- 10.2 Port storage or rent, airport storage, container demurrage and/or container detention charges, if incurred, are excluded.
- 10.3 Container deposit charge, if required by the shipping company or their Destination port agent, is excluded.
- 10.4 Customs duties, Excise duties or other official taxes levied by government agencies which have a right to examine and tax a consignment (if incurred), including but not limited to Customs, Revenue, Border Protection, Food, Agriculture and Health authorities are excluded.
- 10.5 Customs or any other official government agency fees charged separately (from duty and taxes) for inspection or consignment X-Ray process and the like, if incurred, are excluded.
- 10.6 Normal Customs clearance is defined as the standard formalities applicable in the Destination country for clearing of used household and personal effects (belongings), and used private automobiles, for account of a private person, based on a Transfer of Normal Residence.
- 10.7 Customs clearance of goods for sale and/or restricted goods is excluded.
- 10.8 Warehouse Handling and Storage charges at the Destination agent's warehouse, if not requested as part of the contract, are excluded.
- 10.9 Parking authority/permit fee, where applicable, is excluded.

- 10.10 Delivery is limited to a normal radius of fifty (50) kilometres (30 miles) calculated on the distance between the consignment arrival port, terminal, airport or place and the Transferee's nominated delivery address.
- 10.11 Delivery of partial consignment to a second or additional delivery address is excluded.
- 10.12 Where the approach road or driveway is unsuitable for an articulated vehicle and/or heavy goods vehicle carrying an ISO container to access and legally park within twenty (20) metres (65 feet) from the delivery residence doorway for unloading, necessitating additional labour for a long-carry and/or a separate shuttle van service, such additional work is excluded.
- 10.13 Where the stairs, lifts or doorways are not adequate for free movement of the goods without necessitating mechanical equipment or structural alteration such additional work is excluded.
- 10.14 Handling of acoustic (traditional) upright and grand pianos, safes or similar heavy items is excluded.
- 10.15 Re-assembly of Flat-Pack, Knock-Down, System or Kit furniture (i.e. types of furniture made for Transferee's own self -assembly) is excluded.
- 10.16 Handyman, picture hanging, electrical, mechanical or plumbing services is excluded.
- 10.17 Additional debris collection.
- 10.18 Other unspecified services generally provided by a third-party, such as but not limited to re-assembly of Gymnasium or Garden Play-Centres and equipment, water-beds, snooker (pool) tables, clocks, furniture restoration and repairs, maid service, cleaning services, e.g., for carpets, curtains, upholstery and the like, taking down/putting-up curtains, blinds, taking-up/fitting of carpets, floor coverings and the like, are all excluded.

11. Destination service - Additional responsibilities

- 11.1 Where the Booker requires a financial charge or expense on the consignment to be collected from the Transferee 'before delivery' by the Destination agent, it is the Booker's responsibility to ensure THAT:
- 11.2 The Destination agent has agreed in writing to collect the specified charge or expense.
- 11.3 The Destination agent must specify if a separate fee for collecting or remitting a COD charge is to be applied.
- 11.4 The Destination agent is put in control of the goods on which the charge or expense is levied.
- 11.5 The Destination agent is in receipt of the Booker's clear written instructions to collect payment of the charge or expense in good time.
- 11.6 The Destination agent (if he so requests) is provided with a copy of the removal contract or agreement signed by the Transferee (or client, if different) specifying that payment of the applicable charge or expense is to be made before delivery.
- 11.7 The Destination agent must specify if a separate fee for collecting or remitting a COD charge is to be applied.
- 11.8 The expressions 'COD' and 'Deliver against Payment' shall have the same meaning as 'Collect before delivery'. In this connection, 'COD' does not have the same meaning as 'Cash on Delivery' or 'Private Account Shipment'.
- 11.9 When the COD has been collected from the client or Transferee by the Destination agent on behalf of the Booking agent, the full amount of the charge in the currency in which it was charged, shall be remitted (paid) to the Booker.
- 11.10 Where the Booker requires the Destination agent to withhold delivery of the consignment (for example whilst the Booker collects his outstanding charge from the client and/or Transferee), it is the booker's responsibility to ensure THAT:
 - 11.10.1 The Destination agent is put in control of the goods.
 - 11.10.2 The Destination agent is in receipt of the Booker's clear written instructions to withhold the goods in good time.

- 11.10.3 The Destination agent has agreed in writing to withhold the goods.
- 11.11 It is the Destination agent's responsibility to notify the Booker (if applicable) of any deadline (cut-off date) for releasing a 'withheld' consignment and to inform the Booker of additional/consequential costs (if any) that will be incurred due to the continuing withholding of the consignment.
- 11.12 If the client or Transferee refuses to pay a COD charge and/or the law of the Destination country prevents the Destination agent from exercising a lien on the consignment, the Destination agent must immediately inform the Booker. The consignment remains the responsibility and at the risk of the Booker; all particular costs incurred in attempting to carry out the instructions of the Booker are the Booker's responsibility.
- 11.13 In respect of loss or damage reported when the consignment is delivered, the Destination agent must protect the interests of the shipper and the Booker in accordance with the 'Loss or Damage Prevention and Action (destination)' section.

12. Storage

- 12.1 Where a Booker contracts with a warehousing agent to store a Transferee's consignment for the Booker's account he does so as the authorised agent of the legal owner of the goods (or the legal owner's representative) and warrants that he has authority to sub- contract part or the whole of the storage of goods. In any arrangement with a warehousing agent the Booker shall require that the warehousing agent does not further delegate his contractual responsibilities without the prior written authority of the Booker.
- 12.2 The Booker remains contractually responsible to the legal owner of the goods (or the legal owner's representative) for the safe-keeping of the consignment at all times and retains power of authority on behalf of the Transferee in respect of the consignment, to instruct the warehousing agent in all matters, unless or until he otherwise informs the warehousing agent in writing.
- 12.3 The warehousing agent is at all times responsible for the secure warehousing of the consignment; he may only accept instructions from the Booker (for example in respect of related access, handling, handover and/or onward transmission of the consignment during or upon termination of storage), unless or until he is otherwise informed in writing by the Booker.
- 12.4 Storage-in-Transit (SIT) is defined as being part of an international move and occurs either before or after a shipment. It is usually for a short-term period not exceeding ninety (90) days. It is a service which is described and made part of the removal contract. The liability for care of the goods remains the Booker's responsibility as specified in the contract.
- 12.5 Permanent Storage (Perm) is defined as storage of goods for a longer or unspecified period of time. When there is a perm storage requirement in an international move it is always treated as being a quite separate contract, with the storage company having distinct liability for the extent and duration of the warehousing.
- 12.6 Where the Booker requires the Origin or Destination agent to store a Transferee's consignment at agents warehouse for the Booker's account, it is the Booker's responsibility to:
- 12.6.1 Provide written instructions or approval to the warehousing agent, including Transferee's name (e.g., owner of the goods), and if applicable, their contact details.
 - 12.6.2 Indicate the kind of storage required, e.g., SIT or Perm.
 - 12.6.3 Confirm insurance coverage arrangement for the consignment whilst in store
 - 12.6.4 including requirements, if any, for extension of pre-existing transit insurance cover whilst in storage; or clearly specify if the consignment is not covered by the Booker's or other third-party insurance.

- 12.6.5 If the consignment is not covered by either the Booker's, the client's, or other third-party insurance, the Booker is responsible to provide the warehousing agent with an insurance valuation list or declaration of the goods and value, prepared by Transferee/client.
- 12.6.6 Provide a descriptive packing list of the goods (if not prepared by the agent when providing Origin service).
- 12.6.7 Provide written instructions or approval when applicable for the release for onward transmission; and/or delivery; and/or handover of the consignment when storage is (to be) terminated.
- 12.7 Where a storage consignment is to be released or transferred to Order of a third party, the Booker must specify in writing (to the warehousing agent) the name of that party (person or business entity) which is henceforth empowered to receive the consignment and/ or to give instructions in respect of the disposal of the goods, and who is responsible for subsequent charges.
- 12.8 Before storage consignment is released from the warehouse or transferred to order of a third-party, the Booker and the warehousing agent must reach an agreement in respect of the charges due on the consignment.
- 12.9 Where the warehousing agent has agreed to store a Transferee's consignment for account of the, it is the warehousing agent's responsibility to:
 - 12.9.1 Confirm his rate and terms for storage and if applicable, terms of insurance cover whilst-in-store with the Booker in writing (in advance, or within ten (10) days of receipt of goods if no prior notice of storage was received), and subsequently invoice and collect his charges from the Booker.
 - 12.9.2 Keep the consignment safe in their professional mover's warehouse which must be dry, secure and adequately equipped and operated in accordance with the FAIM Quality standard.
 - 12.9.3 Inform the Booker of the consignment receipt date and warehouse address location.
 - 12.9.4 Provide a receipted descriptive packing list (for loose-packed consignment), noting any exceptions or discrepancies to the consignment identified at time of receipt; or
 - 12.9.5 If receiving a ready packed (loose-packed) consignment (i.e., not packed by the warehousing agent), e.g., for SIT, provide a suitable alternative 'Inventory Control' document (sometimes called a warehouse checklist or 'bingo sheet') which corresponds to the descriptive inventory package/piece count, noting any exceptions or discrepancies to the consignment identified at time of warehouse receipt; or
 - 12.9.6 If receiving a case or lift-van packed consignment (i.e., not packed by the warehousing agent), provide a Warehouse Receipt for the number and type of cases/lift-vans, noting any exceptions or discrepancies to the consignment identified at time of warehouse receipt.
 - 12.9.7 Establish a written storage contract for perm (non-SIT) storage with the Booker; or
 - 12.9.8 If the storage consignment is both not for account of the Booker and not insured by the Booker or other third-party, establish a written storage contract with the legal owner of the goods, or his representative, setting out the (warehousing agent) contract terms and conditions, and if applicable, strongly advise the Transferee/client (in writing) to take out appropriate insurance cover whilst the consignment is in store and/or to note the warehousing agents limits of liability.

13. Storage charges in arrears and lien⁵

- 13.1 The Booker is at all times liable to the warehousing agent for payment of properly agreed warehousing agent's storage charges including applicable related handling charges, fees and other expenses in accordance with warehousing agents quotation and payment terms. Failing properly agreed warehousing charges, the warehousing agents published tariff charges will apply at the time when the goods were received for storage.
- 13.2 The warehousing agent is at all times responsible to protect the Booker's lien on the goods, which means he must not release the consignment to the Transferee or any other party without express written authority to do so, from the Booker, EXCEPT WHEN an official order has been issued by the Judge of a Court or applicable Body of Law in the jurisdiction in which the consignment is held, naming and requiring the warehousing agent to release the storage consignment to the owner of the goods or somebody else. In the event of such an order, it is critical that the warehousing agent notifies the Booker immediately upon becoming aware of the official Order.
- 13.3 Where an instruction or request for service or release of the storage consignment is given directly to the warehousing agent by the Transferee or any other party other than the Booker, thus having the effect of bypassing the Booker, the warehousing agent must notify the Booker immediately. He must not proceed to act on the Transferee's or other party's instruction or request until written authority to do so has been given by the Booker.
- 13.4 Where contractual responsibility for a storage consignment intended to remain in-situ is to pass from the current Booker to order of a new third-party, the Booker must give the warehousing agent proper notice in writing, identifying the new party taking over contractual responsibility, and must settle all charges due on the consignment up to date.
- 13.5 The Booker remains liable for storage charges due on the consignment, and ensuring continuation of insurance cover in respect of the goods until the warehousing agent has established a new contract with the third-party taking over responsibility for the consignment.
- 13.6 If it is not within the Booker's control to ensure continuation of insurance cover after termination of his contractual responsibility for the storage consignment, he must inform the warehousing agent straight away, in writing.
- 13.7 If the warehousing agent is unable to establish a new contract with the new third party which is acceptable to him, he must give notice in writing to the original Booker, instructing him to remove the consignment from his warehouse, and to pay all charges due up to the date of removal.
- 13.8 If the notice of transfer of contractual responsibility to a third-party by the Booker is late, the Booker continues to be liable for the contract with the warehousing agent from the effective date of the transfer until a new contract is established by the warehousing agent, or until the goods have been removed from the warehouse.
- 13.9 The warehousing agent may not unreasonably delay the establishment of a new contract with the third-party or otherwise unreasonably delay giving notice of termination of storage to the Booker which would have the effect of unnecessarily increasing the Booker's liability for additional storage charges.

⁵ A lien is a right to keep possession of property belonging to another person until a debt owed by that person is discharged.

- 13.10 If the Booker has arrears owed to him by his client accumulating as a result of the debtor client's failure to make regular payments for applicable storage and related charges (having exhausted all reasonable attempts to properly trace the client if he has not responded to written communications to collect his arrears) and intends to exercise his right of lien on the consignment held by the (warehousing) agent to whom he has sub- contracted the storage, he must:
- 13.10.1 Provide written authorisation or certifying document to the warehousing agent warranting Booker's authority to exercise lien and to sell or dispose of the goods (or part of the goods) to offset the client's unpaid debt due to the Booker; and:
 - 13.10.2 Indemnify the warehousing agent in writing against all liabilities or actions if any brought against the warehousing company by the owner of the goods or his agent for compensation or and/or damages arising from the sale or disposal of the goods or part of the goods.
- 13.11 If the warehousing agent has arrears owed to him by the Booker accumulating as a result of the debtor Booker's failure to make regular payments for applicable storage and related charges (having exhausted all reasonable attempts to collect his monies from the Booker including by referral to FIDI's Payment Protection Plan and/or FIDI's mediation and arbitration service, with resulting mediation or arbitration in favour of the warehousing agent) and intends to exercise his right of lien on the consignment, he may take the following alternative steps:
- 13.11.1 Withhold release or handover of the consignment to the Transferee or his agent until either the Booker or the Transferee (or his agent) discharges the warehouse agents arrears against the consignment; or
 - 13.11.2 If storage is to continue in-situ, notify the Booker in writing of (warehousing agents) intention to apply to the Booker's client and/or the Transferee to endeavour to secure payment of the due debt against the consignment, directly from that party⁶; and
 - 13.11.3 If the Booker's client and/or the Transferee is agreeable, offer a new contract of storage (and direct billing / payment arrangements on future storage service) to that party (in this case, the warehousing agent must terminate the Original storage contract in force with the Booker, in writing).
- 13.12 It is important for all parties to understand that where a Booker representing the owner of the goods sub-contracts the storage consignment to the warehousing agent and fails to fulfil his contractual responsibilities to the warehousing agent, that warehousing agent does not have a clear legal right to sell or otherwise dispose of the storage goods to recover unpaid storage and related charges. For this reason, if the warehousing agent is faced with this course of action as a last resort, he is strongly advised to seek local professional legal advice in the jurisdiction in which the consignment is held before proceeding.

14. Mould and/or Mildew Contamination

In the event of a mould and/or mildew (fungus) contaminated consignment:

- 14.1 If the consignment shows either visual presence of mould and/or mildew or associated wet damage, damp or fungal odour suggesting mould or mildew contamination, it is important to act quickly and decisively. If discovered at time of handling the consignment, the following steps must be followed by the applicable handling agent:

⁶ If the warehousing agent is forced to apply to the Booker's client or Transferee to secure payment of overdue charges on the consignment, he should also inform the Booker that he remains liable in full for the debt until and if the debt is paid in full by the client or Transferee. If the debt is not recovered through this action, the warehouse agent reserves the right to seek recovery from the Booker by other legal channels such as the Court or a Debt Collection agent.

- 14.2 If mould and/or mildew contamination is present on the goods at Origin place of collection, the Origin packing team must not proceed with packing or loading and/or removal of the affected goods from residence until a further response/course of action has been agreed with the Transferee and approved by the Booker.
- 14.3 If mould and/or mildew contamination is discovered or suspected to be substantially present on the goods prior to delivery into the Transferee's residence, for example when opening and/or un-stowing goods from the sea-container, liftvan or case, or when removing the packaging material or unpacking contents from carton(s), the applicable Destination/delivery agent must immediately halt the delivery and unpacking service until a further response/course of action has been agreed with the Transferee and approved by the Booker.
- 14.4 The agent handling the consignment must inform the Transferee of the presence of, or suspected presence of mould or mildew contaminated goods and explain that they are required to isolate the consignment pending further instructions (from the Booker).
- 14.5 Contact the Booker immediately (before proceeding any further), to agree upon an appropriate response; or (see below).
- 14.6 If due to time zone / business hours difference, the Booker is not immediately available to agree an appropriate response, the agent handling the consignment must take the following immediate precautionary steps in the interest of the Transferee and the Booker:
 - 14.6.1 Do not continue to deliver into the Transferee's residence any goods which are contaminated by mould or mildew (or strongly suspected of contamination).
 - 14.6.2 Do not leave any contaminated goods or packages in-situ at the Transferee's residence; immediately and carefully remove (to outside) any actual or suspected contaminated goods which may have already been taken inside the residence.
 - 14.6.3 Secure all contaminated goods, where possible by stowing back into the Original container, liftvan or case, ready for removal from site, or otherwise safely isolate the items away from the Transferee's residence, and return the contaminated consignment to the handling agents warehouse, pending further instructions from the Booker.
 - 14.6.4 Follow the applicable Loss or Damage Prevention steps as outlined in section 'Claims Handling and Settlement; Loss or Damage Prevention and Action'.

15. Accessorial services

- 15.1 Accessorial service is a supplemental or special service provided in addition to the standard contracted service.
- 15.2 Where accessorial service(s) is required or recommended at Origin or Destination for the safe and efficient operation of the move, or by special request of the Transferee, it is the Origin/Destination agents responsibility to submit an explanation of, quotation or rate, and request for authority to proceed, to the Booker prior to offering and/or confirming (to the Transferee) and/or commencing and/or contracting with a third-party to carry out the proposed accessorial service(s).

16. Supply of removal staff (and equipment) as help for (un)packing & (un)loading

- 16.1 Supply of removal staff for labour assistance (by the supplying agent) to help a fellow removal company (i.e., the requesting agent) is not a substitute for Origin and/or Destination service. It is intended solely as a support service to enable the requesting agent to supplement their own on-site personnel to fulfil their physical Origin or Destination service obligations.
- 16.2 Removal staff supplied by an agent as labour assistance will work under the direction and supervision of the Booker (and their on-site supervisor or contractor).

- 16.3 The Booker remains at all times accountable to the Transferee/client and responsible for the removal related work, accounting for the consignment (checking against inventory), including the removal related actions, errors and omissions of the supplying agent's removal staff.
- 16.4 It is the Booker's responsibility to describe in his request to the supplying agent the scope and duration of work and minimum number of staff required, start and finish times, and any separate equipment or vehicles required.
- 16.5 It is the supplying agent's responsibility to respond to the Booker with his price and terms including cancellation terms if any, together with any variation to the number of staff, start/finish times, or equipment requested.
- 16.6 The supplying agent must provide uniformed and applicably trained and/or licensed operative staff.
- 16.7 Where the Booker is not to be represented at the Transferee's residence (either with own operative staff or his appointed contractor) for which the labour assistance is being requested and thus cannot directly account for the consignment or supervise the supplying agents staff, this is outside the scope of 'Supply of removal staff' and such service requirements should be requested and treated under 'Origin' or 'Destination' service, as applicable.

17. Invoicing

- 17.1 Unless otherwise agreed in writing, Origin and/or Destination agent invoices (for contracted services and authorised expenses) must be issued and sent to the Booker no later than thirty (30) days from the completion date of the contracted service(s) performed.
- 17.2 Notwithstanding the agents responsibility for timely invoicing as above, late presentation of an invoice to the Booker does not invalidate the invoice; the Booker remains liable to pay for approved contracted services and expenses within the established payment terms; however:
- 17.3 Where the Booker requires to receive the Origin and/or Destination agent's invoice within a specified time limit (for example, due to billing rules imposed by his client), it is the Booker's responsibility to inform the applicable agent in writing with his purchase order or similar written authority to proceed with the work; it follows that if the agent is unable to meet the Booker's specified time limit for invoicing, it is the agent's responsibility to notify the Booker by immediate return and prior to commencement of the work, with his explanation and alternative invoicing timeline proposal, if applicable.
- 17.4 Invoice(s) must be accompanied by the receipted Packing List and Work Order and/or Delivery Receipt, (signed by the Transferee and delivery crew leader), unless these documents have previously been submitted.
- 17.5 Invoices must be accompanied by applicable back-up documents and/or receipts relating to any third party charges or expenses included in the invoice.
- 17.6 It is the Booker's responsibility to specify in writing with his purchase order or similar written authority to proceed with the work, any conditional requirement for third-party back-up documents, receipts, evidence (...) needed to approve payment; it follows that if the agent is unable to provide the back-up document, receipt or evidence in the form requested, he must immediately reply, either (a) describing the alternative form of back-up document, receipt or evidence that he is able to provide, or (b) provide a valid reason why he will be unable to provide the requested documentary back-up.
- 17.7 Invoices must be rendered in the same currency as the applicable quote or tariff.

18. Payment terms

- 18.1 Unless separate payment terms have been established in writing between the (creditor) agent and the (debtor) Booker, invoices must be paid by the Booker within thirty (30) days of receipt (of the invoice).
- 18.2 The creditor agent (to whom the money is owed) is entitled to receive payment of an invoice in full, in the currency specified in the invoice, without deduction or off-set, and free of any bank charges imposed by the (debtor) Booker's bank and/or that bank's corresponding agent bank(s);
- 18.3 It is the (creditor) Booker's obligation to ensure correct and on-time payment.

19. Cancellation or postponement charges

Unless otherwise agreed between the parties:

- 19.1 If the Booker, having issued authority to proceed with a booked move, cancels the agreement or postpones the commencement date of the Origin or Destination work (this includes notification of cancellation by the Transferee), or the move is otherwise prevented from proceeding, the agent contracted to handle the work may apply a cancellation charge to reflect his loss of non-recoverable expenses and wasted labour, for account of the Booker, according to how much notice is given.
- 19.2 Non-recoverable expenses for required services booked in advance and outlaid may be invoiced at cost; including (but not limited to) port fees; container hauling; vehicle hire; parking authority suspension; pre-ordered and supplied bespoke internal crates.
- 19.3 A cancellation charge for wasted labour may be applied if the period between the cancellation date and the scheduled start of the physical Origin and/or Destination work is three (3) working days⁷ or less.
- 19.4 A cancellation charge should reflect the given Origin and/or Destination service rate after deducting any and all third party expenses/or service elements normally incurred which were included in the Original Origin and/or Destination rate calculation, which have not been and will not be incurred, on the following basis:
 - 4 days (or more) notice: No cancellation charge;
 - 3 days' notice: 30% of the given rate for Origin or Destination services;
 - 2 days' notice: 40% of the given rate for Origin or Destination services;
 - 1 day or less notice: 50% of the given rate for Origin or Destination services.

20. Claims Handling and Settlement, Loss or Damage Prevention and Action - Insurances

These include:

- 20.1 Employers Liability Insurance (sometimes known as Workers Compensation insurance); this is compulsory insurance to protect the agent's liabilities (as an employer) against employee injury or illness as a result of employment.
- 20.2 Contractual Liability Insurance (also called cargo liability or goods in transit insurance) to protect the remover's liabilities for loss or damage to cargo (e.g., Transferee's goods, legal costs, consequential loss, and errors and omissions).
- 20.3 Public Liability Insurance to protect the remover's liabilities for claims by a Transferee and/or a third-party, awarded against the remover because of loss or damage to property including premises, or injury caused by the remover.

⁷ 'Working Days' refer to the normal working week in the applicable country in which the work was or is to be carried out, and excludes weekends and public holidays.

- 20.4 Marine / Transit / Cargo Insurance including General Average and salvage charges. This is insurance arranged on behalf of (or by) the owner/shipper of the goods for his/her consignment during removal handling, whilst in-transit and delivery, including during professional in-transit storage, or:
- 20.5 Extended Liability Program. This is contractual liability insurance taken out by the remover, to protect his liabilities of loss or damage (to Transferee's goods) including General Average and salvage charges, which upon written instruction by the Transferee, the remover extends up to a pre-agreed limit of liability and contracts to pass on any insurance compensation (to the Transferee) in the event of transit loss or damage to the goods. This alternative is provided by some movers instead of marine/transit/cargo insurance.

21. Claims Handling and Settlement, Loss or Damage Prevention and Action - Claims Handling (cargo) and settlement

- 21.1 Responding to a Transferee claim notification or complaint for loss or damage to the removal consignment/cargo and subsequent claims handling with the Transferee (or his agent or his insurers) is the responsibility of the Booker.
- 21.2 Where a claim notification or complaint is submitted by or on behalf of the Transferee to or via the agent contracted by the Booker, whether in writing or verbally, the agent must immediately inform the Booker in writing including forwarding any written correspondence received or exchanged with the Transferee (or his agent or his insurers).
- 21.3 Claim handling formalities, the repairs or reimbursement for loss or damage is the responsibility of the party who arranged the marine/transit insurance or extended liability cover. This party may be the Booker or the Transferee's own insurers. Notwithstanding Transferee's own insurance arrangements, the Booker shall continue to be responsible to the Transferee for claim response and handling.
- 21.4 The agent contracted by the Booker must assist (the Booker) with claims handling, to enable the Booker to fulfil his duties as stated above.
- 21.5 Where fees and expenses for the provision of claims handling assistance are incurred or likely to be incurred (e.g., for inspections, repair estimates or other third-party services) for account of the Booker, these must be established in advance by the agent and approved by the Booker before the expense is incurred.
- 21.6 Obligation to mitigate loss. The agent contracted by the Booker must, when appropriate, take reasonable measures to assist the Transferee to mitigate his loss, and also to protect cargo insurers' interest, by segregating sound goods from damaged cargo, where, not to do so may cause further damage to cargo, or damage to persons or property, due to discovery (usually on out-turn) of contamination such as but not limited to water (or other liquid) damage, mildew, mould, infestation, perishable or dangerous goods and/or other foreseeable risks.
- 21.7 Notice of intent to claim. Where a loss or damage is established, unless otherwise instructed by the Booker or insurers, the agent contracted by the Booker should protect the insurer's subrogation rights by issuing a formal Notice of Intent to Claim letter to the last carrier (usually the local office of the shipping line, airline, road or rail carrier etc.) on behalf of the Transferee and his insurers. This should be done immediately following discovery of the loss or damage (and certainly within seven (7) days). A copy of this Notice of Intent to Claim letter and any response must be forwarded to the Booker without delay.

22. Claims Handling (public/contractual liability, property damage) and settlement

- 22.1 Responding to a Transferee claim or complaint (e.g., for alleged property damage, loss, or other potential public or contractual liability, other than loss or damage to goods submitted for removal covered by insurance set out in above against the agent), contracted by the Booker, is the responsibility of the Booker because he holds the contract with the Transferee/client⁸.
- 22.2 As stated above, it follows that the agent contracted by the Booker is responsible to the Booker to account for the Transferee’s claim or complaint with details of his response to the allegation. Such response should be submitted without delay and certainly within seven (7) days.
- 22.3 If the agent contracted by the Booker denies responsibility for the loss or damage claim or complaint or endeavours to limit his liability under his contract trading conditions, he must set out his reasons to the Booker clearly and in a manner which will enable the Booker to pass on the response to (a) the Transferee, and (b) his (the Booker’s) public and/or contractual liability insurers.
- 22.4 It should be noted and understood by both the agent contracted by the Booker against whom the allegation is made, and the Booker, who holds the contract with the Transferee (or his agent) that if a dispute resolution cannot be reached with the Transferee, either or both parties are at risk of being pursued (by the Transferee or his agent), possibly resulting in legal action against either or both the agent and the Booker.
- 22.5 If the agent contracted by the Booker is liable for the claim or complaint made against him, he must set out his proposed action plan to the Booker, to bring about a resolution, or with the Booker’s agreement, he may set out his proposed action plan and resolution directly with the Transferee.
- 22.6 For similar public liability complaints or claims alleged by a third-party (i.e., not by the Transferee or his agent) against the agent contracted by the Booker, the complaint or claim handling response to the third-party is the responsibility of the agent, unless (a) the Booker also has a contract with that third-party, and/or (b) the third-party is claiming against the Transferee, in which case above item applies.

23. Claims Handling and Settlement, Loss or Damage Prevention and Action - Loss or Damage Prevention and Action (Origin)

- 23.1 The Origin agent’s designated crew leader should conduct a pre and post move ‘walk through’ inspection at Origin residence with the Transferee, noting on the Work Order any evidence of pre-existing and/or post move property damage; the Work Order should subsequently be signed (in the presence of the other) by both the Origin agent’s crew leader and the Transferee.
We recommend:
 - 23.1.1 With Transferee’s permission, take digital photograph(s) of any property damage;
 - 23.1.2 Notify the Booker immediately, if any property damage is established either before commencement, during, or following completion of the work, and include digital photographs where available.
- 23.2 The Origin agent’s designated crew leader must prepare the residence prior to commencing work to ensure adequate protection of areas at risk (of property or premises damage) such as but not limited to protective covering of carpet and other floor surface areas, exposed banisters, rails, wall areas and corners.

⁸ The claim forms and claim procedure has to be provided to the Transferee within two (2) working days of receiving notification of intention to file a claim. The agent has to acknowledge in writing receipt of a formal claim within two (2) working days (see FAIM Quality Standard).

- 23.3 Record all visible 'exceptions' (i.e., pre-existing damage or fault) to any item(s) submitted for the move on the packing inventory prior to obtaining Transferee's signature.

We recommend:

- 23.3.1 With Transferee permission, take digital photograph(s) of any pre-existing damage to items submitted for the move and notify Booker immediately.
- 23.4 Verify the cargo-worthiness of the conveying container (e.g., ISO container, truck, wooden lift-van, shipping case and/or tri-wall container and/or airline container) prior to commencing loading and stowage of the consignment (do not proceed with loading if container, truck or case is damaged, wet or damp, contaminated (e.g. odour), and therefore not cargo-worthy).
- 23.5 Record the container/truck unit unique Seal Number (to be affixed to the ISO container or truck unit) if applicable; also Note the Serial Number on the Bill of Lading or applicable alternative Transport Document.

We recommend:

- 23.5.1 Take digital photograph(s) showing both affixed seal number and container/truck unit number.
- 23.5.2 Use High Security ISO/PAS 17712 Seals.
- 23.6 The agent contracted by the Booker must send the inventory (signed by Transferee and agent's crew leader) (and/or Vehicle Condition Report) and if applicable the signed Work Order with details of any 'exceptions' noted in writing or verbally by the Transferee, to the Booker.

24. Claims Handling and Settlement, Loss or Damage Prevention and Action - Loss or Damage Prevention and Action (Destination)

- 24.1 The Destination agent's designated crew leader should conduct a pre and post-delivery 'walk through' inspection at Destination residence with the Transferee, noting on the Work Order any evidence of pre-existing and/or post-delivery property damage; the Work Order should then be signed in the presence of the other by both the Destination agent's crew leader and the Transferee.

We recommend:

- 24.1.1 With Transferee's permission, take digital photograph(s) of any property damage;
- 24.1.2 Notify Booker immediately, if any property damage is established either before commencement, during, or following completion of the work, and include digital photographs where available.
- 24.2 Verify the sea-container or truck unit Seal Number (against the Bill of Lading or other Transport Document) and the integrity of the seal prior to removal from the container/truck unit.

We recommend:

- 24.2.1 Take digital photograph(s) of the affixed seal prior to removing it from the container/truck unit.
- 24.2.2 Report any seal discrepancy to the Booker and shipping line agent or carrier immediately.
- 24.3 Verify the cargo-worthiness of the container (e.g., steel ISO container, truck, wooden liftvan or case and/or air-freight tri-wall case and/or airline container) at the point it comes into your care.
- 24.4 Prior to removing seal and unloading, record the external condition of the container, noting any apparent pre-existing damage, fault, rust, repairs; and
- 24.5 On completion of unloading, examine and record internal condition of the container to verify the clean, wind and watertight condition.

We recommend:

- 24.5.1 Take digital photograph(s) of damaged (or suspected damaged) container.
- 24.5.2 Report any discrepancy to the Booker and shipping line agent or carrier immediately.
- 24.6 Check-off/account for each and every item, piece, package, box unloaded from the container truck, liftvan, case, against the packing inventory, noting any visible exceptions such as open packages, exposed contents, impact damage, water-damage, damp, mould or mildew, apparently missing (or extra) items, package number discrepancies (against inventory).

We recommend:

- 24.6.1 Use a separate Checklist/bingo sheet to check-off packages when transshipping via warehouse.
- 24.6.2 Take digital photograph(s) of apparently damaged packages, package number discrepancies.
- 24.7 Notify the Booker immediately (in writing, transmitted by e-mail), when it is known that the Transferee's consignment has or may have suffered a loss or damage possibly resulting from the packing, transit or delivery service. The nature of the loss or damage should be described as fully as possible, based on the Transferee's initial exception(s) noted at time of discovering the loss or damage.

We recommend:

- 24.7.1 If the agent contracted by the Booker offers additional information to the Booker about the loss or damage, or the circumstances not noted specifically by the Transferee, the agent should make this clear in the notification to the Booker.
- 24.8 The agent contracted by the Booker must send the signed (receipted by Transferee and agent's crew leader) inventory and/or Vehicle Condition Report and if applicable the signed Work Order or Delivery Receipt with details of any 'exceptions' noted in writing or verbally by the Transferee, to the Booker.

25. Responsiveness

- 25.1 The PARTIES should always aim to reply to requests for information, status updates, rates etc. within twenty-four (24) working hours. If it is not possible to provide the information within this period, then they must acknowledge the request and indicate when a reply will be forthcoming.

26. Dispute resolution process

- 26.1 If any disputes arise out of this Agreement, the PARTIES agree to use all reasonable efforts to resolve such dispute within thirty (30) days after the disputing Party provides written notification of the dispute to the other Party. If the problem is still unresolved after thirty (30) days, both PARTIES agree to abide by the FIDI Dispute Resolution process and to provide full supporting documentation concerning any dispute to FIDI.

27. Compliance Requirements

27.1 Privacy & data protection policy

- 27.1.1 Good privacy practices are a key part of corporate governance and accountability. One of today's key business imperatives is maintaining the privacy of personal information. As business systems and processes become increasingly complex and sophisticated, organizations are collecting growing amounts of personal information. As a result, personal information is vulnerable to a variety of risks, including loss, misuse, unauthorized access, and unauthorized disclosure.

- 27.1.2 The Privacy Principles are essential to the proper protection and management of personal information. They are based on internationally known fair information practices included in many privacy laws and regulations of various jurisdictions around the world and recognized good privacy practices.
- 27.1.3 The PARTIES are expected to strike a balance between the proper collection and use of their customers' personal information as individuals expect their privacy to be respected and their personal information to be protected by the organisations with which they do business. Customers are no longer willing to overlook an organisation's failure to protect their privacy.
- 27.1.4 The PARTIES must ensure that they provide notice about their privacy policies and procedures and identify the purposes for which personal information is collected, used, retained, and disclosed
- 27.1.5 The PARTIES must ensure that they have a documented process in place ensuring that personal information is collected, used, retained, disclosed, and disposed of in conformity with applicable privacy and data protection legislation in the jurisdictions in which they operate, and that they will obey and uphold those laws
- 27.1.6 The PARTIES must ensure that personal data will never be sold, lent or leased to third parties to be used in direct marketing via email, direct mail, telephone and other methods of communication.
- 27.1.7 The PARTIES must ensure that they have addressed the following generally accepted Privacy Principles as requested by the FAIM Quality Standard:
- Management:
The PARTIES define, document, communicate, and assign accountability for their privacy policies and procedures.
 - Notice:
The PARTIES provide notice about their privacy policies and procedures and identify the purposes for which personal information is collected, used, retained, and disclosed.
 - Choice and consent:
The PARTIES describe the choices available to the individual and obtains implicit or explicit consent with respect to the collection, use, and disclosure of personal information.
 - Collection:
The PARTIES collect personal information only for the purposes identified in the notice.
 - Use, retention, and disposal:
The PARTIES limit the use of personal information to the purposes identified in the notice and for which the individual has provided implicit or explicit consent. The PARTIES retain personal information for only as long as necessary to fulfil the stated purposes or as required by law or regulations and thereafter appropriately disposes of such information.
 - Access:
The PARTIES provide individuals with access to their personal information for review and update.
 - Disclosure to third parties:
The PARTIES disclose personal information to third parties only for the purposes identified in the notice and with the implicit or explicit consent of the individual.
 - Security for privacy:
The PARTIES protect personal information against unauthorized access.
 - Quality:

The PARTIES maintain accurate, complete, and relevant personal information for the purposes identified in the notice.

- Monitoring and enforcement:

The PARTIES monitor compliance with its privacy policies and procedures and have procedures to address privacy related complaints and disputes.

27.2 Access control

27.2.1 The PARTIES must demonstrate how they control physical access to warehouse and office facilities and to transportation during transit up to the point within the PARTIES' control.

27.2.2 The PARTIES must demonstrate how they identify the persons coming into contact with the Transferee's goods whilst in their care and control including during moving, storage and handling processes.

27.3 Inventory control

27.3.1 The PARTIES must demonstrate their processes to control access to the goods whilst in their care, to account for the packages received into and / or handed out of their control. This includes signed packing inventories, procedure to record additions and / or withdrawals of packages and / or items from the list during the transit and / or warehousing of the consignment; and warehouse procedure to receive and / or release the consignment (e.g., warehouse control sheet, checklist, case-checklist).

27.4 Environmental policy

27.4.1 The PARTIES must ensure that they comply with all relevant local environmental legislation.

27.4.2 The PARTIES must ensure that they have a documented Environmental Policy including as a minimum a mission-statement from management showing a commitment to reduce the impact on the environment.

27.4.3 The PARTIES must ensure that their Environmental Policy is communicated to all staff and applicable contractors.

27.5 Corporate Social responsibility

The PARTIES must ensure they:

27.5.1 Have a documented Code of Conduct which addresses the following minimum FAIM requirements:

- Commitments and policies for dealing with healthy and safe working environment for employees; protection against harassment; anti- discrimination policy based on race, religion, disability and sexual orientation.
- Legal, ethical, honest and professional relationships with customers, employees, vendors and suppliers.
- Anti-trust or anti-competitive activities; especially top level commitment to free and fair competition e.g. Agreements with potential competitors which prevents, restricts or distorts competition; exchange of sensitive commercial data regarding prices or quantities (including sales, market share, territories or customers).
- Compliance with applicable laws, rules and regulations.
- Escalation and corrective actions process.
- Company Social Responsibility / Code of conduct policy and procedures are communicated to the company staff.

27.5.2 Will not engage or participate in any way, in anti-competitive behaviour or infringement of competition laws including but not limited to price-fixing.

27.5.3 Will maintain the highest level of legal, ethical, honest and professional relationships with clients and Transferees, employees, and suppliers.

27.5.4 Will not discriminate on the basis of race, religion, disability, age, sexual orientation or gender.

- 27.5.5 Will remain alert to any incident involving the smuggling of drugs or any other illegal substances, or any incident of human trafficking – and alert the police or other appropriate authorities as soon as such an incident is discovered.
 - 27.5.6 Will comply with applicable legislation relating to the recruitment and employment of their staff.
 - 27.5.7 Will ensure that all operative crew personnel assigned to work at or in a Transferee's private residence are known to them and (where legally possible) are vetted by means of an approved Criminal Background Check (police record check); such background check(s) to be retained on record by the supplier.
 - 27.5.8 Will ensure that all applicable personnel, whether direct employees or contractors are legally entitled to work in the country in which they are employed.
 - 27.5.9 Will ensure that all personnel, whether direct employees or contractors are employed through their own free will with no coercion from other parties.
 - 27.5.10 Will ensure that all personnel, whether direct employees or contractors are aged at least 15 years or over.
 - 27.5.11 Will pay at least the national minimum wage.
 - 27.5.12 Will ensure that all personnel, whether direct employees or contractors are able to work free from harassment of any kind.
- 27.6 Supply Chain; Quality Management**
- 27.6.1 To provide a quality international move, the agent acting as the Booker must have complete responsibility from beginning to end. The FAIM quality Standard places responsibility for all purchased services required to complete the move contract with the Booker therefore, the Agent must have not only an appropriate process for the evaluation, selection and monitoring of purchased service providers but also for demonstrating how they control and guarantee a quality performance in their Supply Chain.
 - 27.6.2 The PARTIES must ensure they meet FAIM minimum requirements:
 - Demonstrate the process for selection and approval of Service Providers.
 - Maintain a list of approved Service Providers, which should be readily available to staff.
 - Provide written instructions in advance to the service provider and / or contractor, including billing instructions, and/or evidence of an on-going contract.
 - Demonstrate the process to control quality performance in their Supply Chain.
 - Demonstrate the process to control Data Protection (privacy) in their Supply Chain.
 - Demonstrate the process to mitigate the risk of Bribery & Corruption in their Supply Chain.
- 27.7 Anti-bribery and anti-corruption**
- 27.7.1 The PARTIES are responsible for awareness and compliance with all applicable laws countering anti-bribery and corruption in all jurisdictions in which they operate. The laws that apply to particular international business activities include those of the countries in which the activities occur as well as others that – like the US Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act 2010 – govern the international operations of national companies and citizens in respect of their conduct both at home and abroad.
 - 27.7.2 As the PARTNER in this Agreement, affiliated to FIDI:
 - 27.7.3 You warrant your pledge and responsibility to uphold at all times and communicate to all stakeholders, the highest ethical standards in your own business and throughout your supply chain, and through your affiliation to FIDI (if applicable) you have agreed to and signed the FIDI Anti-Bribery and Corruption Charter summarised herein and below (FAIM pre-requisite).

- 27.7.4 You must provide evidence that the FIDI Anti-Bribery and Anti-Corruption Charter is communicated to staff by management i.e. Demonstrated Top Level Commitment.
 - 27.7.5 You must provide evidence that the FIDI Anti-Bribery and Anti-Corruption Charter is communicated to individuals (private customers or corporate accounts).
 - 27.7.6 You must demonstrate the process to mitigate the risk of Bribery & Corruption in your Supply Chain.
 - 27.7.7 As the PARTNER in this Agreement, however not affiliated to FIDI:
 - 27.7.8 You warrant your pledge and responsibility to uphold at all times and communicate to all stakeholders, the highest ethical standards in your own business and throughout your supply chain, and agree to abide by the FIDI Anti- Bribery and Corruption Charter summarised herein and below:
 - 27.7.9 That you will:
 - 27.7.10 Never engage in any form of bribery, either directly or through any third party.
 - 27.7.11 Never offer or make an improper payment, or authorise an improper payment (cash or otherwise) to any individual, including any local or foreign official anywhere in the world.
 - 27.7.12 Never attempt to induce and individual, or a local or foreign official to act illegally or improperly.
 - 27.7.13 Never offer, or accept, money or anything of value, such as gifts, kickbacks or commissions, in connection with the procurement of business or the award of a contract.
 - 27.7.14 Never offer or give any gift or token of hospitality to any public employee or government official or representative if there is any expectation or implication for a return favour.
 - 27.7.15 Never accept any gift from any business partner if there is any suggestion that a return favour will be expected or implied.
 - 27.7.16 Never facilitate payments to obtain a level of service which one would not normally be entitled to.
 - 27.7.17 Never disregard or fail to report any indication of improper payments to the appropriate authorities.
 - 27.7.18 Never induce or assist another individual to break and applicable law or regulation.
- 27.8 Health & Safety including fire prevention**
- The PARTIES must ensure they:
- 27.8.1 Comply with all applicable Health & Safety laws in all jurisdictions in which they operate.
 - 27.8.2 Have a documented Health & Safety policy covering all aspects of their normal work to ensure adequate control of health and safety risks arising from work activities.
 - 27.8.3 Have nominated a senior manager to have responsibility for the enforcement and regular review of this policy.
 - 27.8.4 Communicate this policy to all personnel through training, supervision and the distribution of relevant health and safety instructions.
 - 27.8.5 Comply with all relevant Fire Safety legislation.
 - 27.8.6 Have a documented Fire Safety policy.
 - 27.8.7 Have nominated a fulltime employee Fire Safety officer.
 - 27.8.8 Maintain and will replace as necessary all firefighting equipment, fire alarm and fire preventions systems.
 - 27.8.9 Conduct and record regular Fire Drill procedures for all employees.
 - 27.8.10 Ensure that adequate Building escape routes are identified, clearly signed, kept clear of obstruction and that employees are made aware of them through regular drills.

27.9 Licensing

The PARTIES must:

- 27.9.1 Have all appropriate (and which must be current) licences required to operate their business in the jurisdiction(s) in which they are situated.
- 27.9.2 Ensure that all vehicles which they operate or use are correctly licensed for the applicable purpose.
- 27.9.3 Ensure that all vehicles which they operate or use are maintained for safety and roadworthiness, and periodically safety and roadworthiness tested according to local regulatory requirements.

27.10 Risk management and business continuity

The PARTIES must ensure that they:

- 27.10.1 Operate a documented risk assessment process to identify the risks associated with disaster interruption to the business, the workplace and work activities, including computer data.
- 27.10.2 Have a documented process or set of procedures (e.g., Business Continuity or Disaster Recovery plan) to aid business continuity of operations and recovery of lost computer data.
- 27.10.3 Maintain a documented IT Back-Up process which ensures that data stored in the business' computers is routinely transferred/copied to an alternative system and stored off-site, to facilitate recovery (in the event of data loss).
- 27.10.4 Provide periodical instruction to applicable personnel on how to conduct business when working off-site, for example, from home, in circumstances caused by disaster interruption.