

VANPAC GROUP ASIA – SINGAPORE QUALITY PERFORMANCE IN SUPPLY CHAIN

Vanpac Group Asia – Singapore believes in positive relationship between quality management and supply chain management. Total quality management is a set of quality practices that seek to continuously improve quality in processes. The 5 key principles of total quality the management feels are:

1. Define quality in terms of customers and their requirements.
2. Emphasize prevention rather than detection of defects.
3. Focus on process rather than output.
4. Establish continuous improvement as a way of life.
5. Make quality everyone's responsibility.

TOTAL QUALITY MANAGEMENT FACTORS & SUPPLY CHAIN QUALITY MANAGEMENT

Additionally, VPGA feel that we should reduce supply bases and establishing closer relationships with our suppliers. This is to develop a favorable quality culture based upon top-management commitment to improving beyond organizational boundaries

To improve production, delivery and support processes, a supply chain should build upon the basic business best practices by:

1. Documenting, managing and controlling value-added production, delivery and support processes within and across the supply chain.
2. Using systematic methods to identify significant variations in process performance and output quality, determining root causes, taking corrective actions and verifying results with a focus on the final customer.

3. Continuously improving processes to achieve improved cycle times, better quality, and overall operational performance for all supply chain members.
4. Innovating to achieve breakthrough performance for the entire supply chain system.

Quality management practices, such as Six Sigma, performance measurement, Kaizen, benchmarking, value stream mapping, value analysis, and re-engineering have proven and will continue to prove to be beneficial to achieving these best practices during production, delivery and support. Specific supply chain management issues with extending the basic best practices include developing a joint total costing approach, sharing data – specifically costs and potentially proprietary information, developing mutually beneficial methods, and developing logistics and inventory management systems beneficial to all members. Again, traditional quality tools can assist managers with these issues.

BEST PRACTICES RECOMMENDATION

1. Training for all supply chain members in supply chain quality management.
2. Developing an ongoing, learning culture.
3. Developing a collaborative information system to manage and monitor supply chain processes.
4. Utilizing innovative technologies.
5. Developing supply chain relationship characterized by trust, flexibility, communication and cooperation through quality management, cultural management, technology management, supplier participation, supply chain design and strategic planning.
6. Regular, planned supplier-buyer meetings to review material flows, current and future product development, and supplier performance on quality, cost, and time.
7. Developing a supplier quality measurement and evaluation process.
8. The ultimate goal of these efforts is to create and sustain supply chain quality and excellence through effective utilization of human, physical and intangible resources.

VANPAC GROUPASIA – ACTION PLAN

1. VPGA SLA or FIDI's Professional Guidelines should be shared with the Supply Chain
2. In the absence of the above, clear communicated instructions are required
3. Clients, Suppliers, Vendors can find our SLA by requesting directly from us, or this can be put up on our website which can be easily accessible. The link will also be in our email signature for easy access.
4. Any Escalation from poor providers will be brought up to Senior Managers for the decision on continuing of service based on history, service, and size of issue
5. The Management commits to reviewing and updating (If necessary) for the quality Management in the Supply Chain
6. This will be refreshed to the staff of VPGA on a yearly basis with the aid of the materials.

Supplier Quality Management

Vanpac GroupAsia defines Supplier Quality Management (SQM) as confidence in our supplier's ability to deliver a good or service that will satisfy our customer's needs. Achievable through interactive relationship between the organization and the supplier, it aims at ensuring the product's 'fit' to the customer's requirements with little or no adjustment or inspection.

These are the quality assurance process into nine steps:

1. Definition of the product's quality requirements,
2. Evaluation of alternative suppliers.
3. Selection of the most appropriate supplier,
4. Conduction of joint quality planning,
5. Cooperation during relationship period,
6. Validation of conformance to requirements,
7. Certification of qualified suppliers,
8. Conduction of quality improvement plans,
9. Ceation and use of supplier ratings.

4 Key Metrics to Use for Scoring Supplier Quality Management

1. **Cost of quality.** The definition of this metric is similar to the way it sounds. It measures the cost incurred by an organization to manufacture a quality product. Further narrowing things down, these costs come from two main categories: cost of good quality and cost of poor quality.
2. **Overall equipment effectiveness (OEE).** Quality affects many different parts of the business, so it is critical to establish a comprehensive metric that provides visibility into the most important areas of operations. The answer to this lies with calculating $OEE = Availability \times Efficiency \times Quality$ First, OEE measures how often an asset is available when it should be producing product for a customer. Second, when an asset is producing product for a customer, OEE measures how close the asset is producing to its theoretical maximum.
3. **Percentage of products in compliance.** This is a critical metric as it plays a crucial role. It measures the percentage of service that are in compliance with Local/International/FAIM regulations and internal guidelines. It is often challenging for companies to keep employees up to date with the changing compliance landscape. This metric measures how effective our organization is in being compliant with local, national, or global policies that affect your business.
4. **On-time and complete shipments.** Managing the quality of the product should not be at the expense of delaying final delivery from the plant floor. Even though on-time and complete shipments as a metric sounds fairly easy to understand, there are many different ways companies measure this metric.

4 Step- Supplier Quality Management Evaluation Process

#1: Risk Criteria Evaluation

Supplier Quality Management: Risk Assessment

To get a full picture of our company's supplier risk portfolio, individualized risk assessments should be made on the performance of each supplier. This can be done in various ways. Traditionally, quality managers have sent representatives for on-site audits to view actual production lines. This, of course, has become costly with globalization, unless multiple suppliers have been strategically chosen within close proximity. Another method is to build into the quality agreement the delivery of data reports and audits upon request or at specified times throughout the life of the contract..

Supplier Quality Management: Risk Prioritization

Since our organizations heavily rely on supply chains for delivery, supplier quality management should be of great consideration in defining strategic vision. By quantifying supplier risk, accounting for both performance and criticality, we can effectively prioritize issues that require the most attention. It is advisable to treat these external risks similar to internal inefficiencies or gaps. E

#2: Audit Strategy

Prioritize your list of suppliers based upon risk (including how long it has been since their last audit), Pick the top five highest risk suppliers and schedule those audits throughout the year, and

#3: Review of Frequency Suppliers Are Audited

There is no specific requirement for the manufacturer to audit, just to have control. If you do audit, there is no requirement to do it x number of times a year. However, if there is a new persistent problem and the Supplier hasn't corrected it, a visit may be necessary even though not planned. Major Suppliers (top five) should be visited once a year by you or a subcontracted auditing firm of your choice. Sometimes, unplanned audits are better as the Supplier cannot over prepare for our visit and we can audit a "normal production day" at the Supplier.

#4: Review of Audit Priorities

A key audit priority is auditing top management to ensure that quality is a **top management focus** and they know and understand the quality/auditing process, no matter the industry type. As such Management will review this yearly to ensure the quality of the organization and its supply chain. We will actively review the goals and objectives of the entire value chain, and ensure that training and education can be offered. The management commits to investing to ensure our clients are serviced by quality suppliers.

3 Best Practices For Managing Quality In The Supply Chain

1. Broaden the Scope of Supplier Assessments

VPQA needs to measure the majority of the supplier base means companies lack visibility on the level of quality in the supply chain. As a result, companies are more exposed to potential quality incidents and cost increases that can negatively impact profit and brand reputation. Companies need to invest in infrastructure that enables broader visibility into the supplier base.

2. Invest in infrastructure that supports visibility into the supply chain

From a technology perspective, cloud computing - and particularly the software-as-a-service (SaaS) model - provides an ideal medium for collaboration on quality. In the SaaS model, suppliers essentially log in to a manufacturer's existing EQMS system and enter data via the same screens and in accordance with the same business rules as those that prevail internally (with strict access and privilege restrictions). Communications related to specific quality processes like NCMRs and CAPAs take place within the same environment so they can be appropriately routed and tracked. Cloud computing can turn the concept of fully integrated quality management for supply chains into a reality

3. Close the quality loop with suppliers

Managing supplier related non-conformances and corrective actions is a key challenge for manufacturers. Many companies attempt to manage these critical interactions with old communication methods (for example email) or systems (for example ERP, PLM) that are not built to manage quality issues. Leading companies are leveraging technology to connect and integrate suppliers into quality management processes. These companies are extending the features and benefits of internal quality management systems to suppliers with the aim of streamlining communication and facilitating faster resolutions. Integrating the supply chain participants into the quality management ecosystem delivers several benefits:

- Suppliers and manufacturers would abandon their adversarial stances in favor of a collaborative approach to quality.
- Suppliers would input quality-related data directly into a common database. It would serve as a single point of truth for both suppliers and manufacturers, and a trusted source from which manufacturers could easily extract data for purposes of supplier evaluation and management, as well as regulatory compliance.
- Workflows and processes to support quality would be standardized for all the members of a supply chain, so that it would be easy for everyone concerned with an NCMR or CAPA to understand where things stood.
- Communications would be centralized. Those related to moving a process forward (e.g. reminders or approvals) would also be automated.

In today's world of globalized supply and demand networks, we need to efficiently optimize the supply base given a broad set of requirements that go well beyond cost. To effectively do this, we should begin to use a risk based approach that looks at both the criticality of a supplier and the likelihood of failure of a supplier. By applying standardized risk and audit tools through an enterprise system, the long term successes of initiatives around supplier quality are much more likely to succeed

ANTI BRIBERY AND ANTI CORRUPTION POLICY

1. POLICY STATEMENT

1.1 This Policy is intended to assist everyone in conducting our business legally, ethically and with integrity. It is not meant to stop legitimate business activities so long as those activities comply with the law and with the Company's internal policies.

1.2 Company Employees must comply with applicable laws in the countries where the Company operates, including local anti-corruption and anti-bribery laws. The laws that may apply to the Company include the Prevention of Corruption Act, Chapter 241 of Singapore ("Prevention of Corruption Act"),

1.3 The Prevention of Corruption Act (Singapore)

a. The Prevention of Corruption Act (Singapore) makes it a crime for any person, by himself or together with any other person, to corruptly give, promise or offer to any person any gratification as an inducement to or reward for any person doing or forbearing to do anything in respect of any matter or transaction whatsoever, actual or proposed. The Act specifically prohibits such payments, promises or offers to any member, officer or servant of a public body.

b. The Prevention of Corruption Act also makes it a crime for any person, by himself or in conjunction with any other person, to corruptly solicit or receive, or agree to receive for himself or for any other person, any gratification as an inducement to or reward for any person doing or forbearing to do anything in respect of any matter or transaction, actual or proposed.

c. These prohibitions explicitly apply to actions by agents.

d. The punishment for such offences includes a fine not exceeding \$100,000 or imprisonment for a term not exceeding 5 years or to both.

1.4 The purpose of this policy is to: (a) set out our responsibilities in observing and upholding our position on bribery and corruption; and (b) provide information and guidance on how to recognise and deal with bribery and corruption issues.

2. WHO IS COVERED BY THE POLICY?

2.1 This policy applies to all individuals working at all levels and grades whether permanent, fixed-term or temporary.

2.2 In this policy, third party means any individual or organisation you come into contact with during the course of your work, and includes actual and potential clients, customers, suppliers, agents and government and public bodies.

3. WHAT IS BRIBERY?



A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage. Examples:

a. Offering a bribe You offer a potential business partner air tickets to a major city, but only if they agree to do business with us. This would be an offence as you are making the offer to gain a commercial and contractual advantage. We may also be found to have committed an offence because the offer has been made to obtain business for GWMPL. It may also be an offence for the potential client to accept your offer.

b. Receiving a bribe A supplier gives your nephew a job, but makes it clear that in return they expect you to use your influence in our company to ensure we continue to do business with them. It is an offence for a supplier to make such an offer. It would be an offence for you to accept the offer as you would be doing so to gain a personal advantage.

c. Bribing a local/foreign official You arrange for our company to pay an additional payment to a local/foreign official to speed up an administrative process, such as clearing items through customs. The offence of bribing a local/foreign public official has been committed as soon as the offer is made. This is because it is made to gain a business advantage for us. We may also be found to have committed an offence.

4. HOSPITALITY AND GIFTS

4.1 The Company recognizes that the exchange of business courtesies, such as modest gifts (but not cash), meals and entertainment (including invitations to attend events), is a common practice for various legitimate reasons, including to create goodwill, establish trust in relationships, improve the image of a commercial organization, or better present products or services. Such courtesies are allowed, provided that the value of the gift, meal or entertainment is reasonable in light of the accepted business practices of the industry, and is not intended to improperly influence the decisions of the person involved.

4.2 This policy does not prohibit normal and appropriate hospitality (given and received) to or from third parties and the giving or receipt of gifts, provided that this is done in accordance with the approval of GWMPL Managing Director. 4.2 Normal and appropriate hospitality and gifts would include where the hospitality or gift:

(a) is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;

(b) should comply with the prohibitions and requirements of local law;

(c) is given in company name, not in your name;

(d) does not include cash or a cash equivalent (such as gift certificates or vouchers);

(e) is appropriate in the circumstances. For example, buying meals during meeting or small gifts to be given during festive seasons. When receiving any gifts, it must be declared to the Company where



the Managing Director will decide whether the employee is allowed to keep the gift or will be held by the Company.

(f) taking into account the reason for the gift, is of an appropriate type and value and given at an appropriate time and should not be lavish; 3

(g) is given openly, not secretly; and

(h) is not offered to, or accepted from, government officials or representatives, or politicians or political parties.

5. WHAT IS NOT ACCEPTABLE?

It is not acceptable for any employee to:

(a) give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;

(b) give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine procedure;

(c) accept payment from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them;

(d) accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided by us in return;

(e) threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy; or

(f) engage in any activity that might lead to a breach of this policy.

6. FACILITATION PAYMENTS AND KICKBACKS

6.1 We do not make, and will not accept, facilitation payments or "kickbacks" of any kind.

Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official.

6.2 If you are asked to make a payment on our behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with the General Manager.

6.3 Kickbacks are typically payments made in return for a business favour or advantage. All employees must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by us.

7. DONATIONS/SOLICITATIONS



We do not make charitable donations or contributions to political parties. This policy disallows payment even where an employee has been requested or demanded by a government official or of the Government official threatens adverse actions against the company unless the payment has been made. However, sponsoring for national event like National Day Parade (Singapore) sponsorship is acceptable.

8. MANAGEMENT

Vanpac Singapore Pte Ltd are fully committed to conduct all of our business in an honest and ethical manner.

In compliance with FIDI FAIM requirements, we are committed to comply with the FIDI Anti-Bribery Charter and Anti-Corruption Management. We comply fully with the CPIB (Corrupt Practices Investigation Bureau), and related regulations in Singapore to Corruption and Bribery, and work closely with these guidelines. As an affiliate of FIDI, we never seek a competitive advantage through unethical, illegal or unfair practices. We are determined to support the fight against cartels, which restrict competition among suppliers to the detriment of customers.

This policy applies to individual employees, agents, suppliers, consultants or any other people or bodies associated with Vanpac Singapore Pte Ltd, or any of its subsidiaries and employees.

9. INTERNAL FINANCIAL CONTROLS AND RECORD KEEPING

9.1 The Company should record all financial transactions according to the Company's financial and internal control policies and procedures. 4

9.2 Payments and other compensation to third parties should be accurately recorded in the Company's corporate books, records, and accounts in a timely manner and in reasonable detail. This includes any commissions, service or consulting fees, expenditures for gifts, meals, and entertainment, and expenses for promotional activities. Proper reporting should include clear notation regarding the nature of each expense, identification of all recipients and/or participants, the necessary approvals received for the expense and the accounts payable voucher.

9.3 No undisclosed or unrecorded accounts of the Company may be established for any purpose. False, misleading, incomplete, inaccurate, or artificial entries in the books, records, or accounts of the Company are prohibited.

9.4 Personal funds should not be used to accomplish what is otherwise prohibited by this Policy.

9.5 All transactions are to be recommended by the General Manager which has to be approved by the Managing Director.

10. YOUR RESPONSIBILITIES

10.1 You must ensure that you read, understand and comply with this policy.



10.2 The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for us or under our control. All workers are required to avoid any activity that might lead to, or suggest, a breach of this policy.

10.3 You must notify your manager and/or the Compliance Manager as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future. For example, if a client or potential client offers you something to gain a business advantage with us, or indicates to you that a gift or payment is required to secure their business. Further "red flags" that may indicate bribery or corruption are set out in the Schedule.

10.4 Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct.

11. HOW TO RAISE A CONCERN

All employees are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage. If you are unsure whether a particular act constitutes bribery or corruption, or if you have any other queries, these should be raised with the General Manager immediately.

12. WHAT TO DO IF YOU ARE A VICTIM OF BRIBERY OR CORRUPTION

It is important that you inform General Manager as soon as possible if you are offered a bribe by a third party, are asked to make one, suspect that this may happen in the future, or believe that you are a victim of another form of unlawful activity. All report of a suspicious conduct will be treated as confidential

13. PROTECTION

12.1 Employees who refuse to accept or offer a bribe, or those who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.

12.2 We are committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place, or may take place in the future. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the General Manager immediately. If the matter is not resolved you should raise it formally to the Managing Director.

14. TRAINING AND COMMUNICATION

14.1 All employees operating in areas that are perceived as high risk as far as the Prevention of Corruption Act is concerned will receive regular, relevant training on how to implement and adhere to this policy.



14.2 Our zero-tolerance approach to bribery and corruption is communicated to all suppliers, contractors, agents and business and other partners at the outset of our relationship with them and as appropriate thereafter.

15. POTENTIAL RISK SCENARIOS: "RED FLAGS"

15.1 The following is a list of possible red flags that may arise during the course of your work which may raise concerns under various anti-bribery and anti-corruption laws. The list is not intended to be exhaustive and is for illustrative purposes only.

15.2 If you encounter any of these red flags while working, you must report them promptly to your Senior Manager directly,:

15.3 A risk assessment will be performed in the event that 2 or more of the below events are seen in a case. This is done to be done with the Senior Management to ensure that Vanpac is in compliance with FIDI's ABC.

- (a) you become aware that a third party engages in, or has been accused of engaging in, improper business practices;
- (b) you learn that a third party has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation for having a "special relationship" with foreign government officials;
- (c) a third party insists on receiving a commission or fee payment before committing to sign up to a contract with us, or carrying out a government function or process for us;
- (d) a third party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
- (e) a third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;
- (f) a third party requests an unexpected additional fee or commission to "facilitate" a service;
- (g) a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
- (h) a third party requests that a payment is made to "overlook" potential legal violations;
- (i) you receive an invoice from a third party that appears to be nonstandard or customised;
- (j) a third party refuses to put terms agreed in writing;
- (k) you notice that we have been invoiced for a commission or fee payment that appears large given the service stated to have been provided;
- (l) a third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us; or
- (m) you are offered an unusually generous gift or offered lavish hospitality by a third party.

16. MONITORING AND REVIEW (DUE DILLIGENCE)

The first step is to recognise the risk and the current regulatory guidelines on Anti Bribery and Corruption regulation. This can be done through the framework set by CPIB (Corrupt Practices Investigation Bureau). Also to avoid the situations of above red flags.

17. MONITORING AND REVIEW (DUE DILLIGENCE)

Vanpac International's management is committed from a top-down and transparent approach, all bids and dealings can be openly viewed by the preparer of the quotation/bid and the senior management. Any out-of-the ordinary sightings, example extreme high profit margins, or extreme high closing ratio can be flagged up for scrutiny. This would mitigate such practices in the organization. Any extreme large bids would have to be brought to Management's attention

17.1 The Management will monitor the effectiveness and review the implementation of this policy, regularly considering its suitability, adequacy and effectiveness. Any improvements identified will be made on a yearly basis. Internal control systems and procedures will be subject to regular audits to provide assurance that they are effective in countering bribery and corruption.

17.2 All employees are responsible for the success of this policy and should ensure they use it to disclose any suspected danger or wrongdoing.

17.3 Workers are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries should be addressed to the General Manager.

17.4 This policy does not form part of any employee's contract of employment and it may be amended at any time.

18. POLICING THROUGH TRANSPARENT DUE DILLIGENCE FROM TOP-LEVEL AND ORGANIZATION-WIDE LEVEL

19. ANNUAL REFRESH AND UPDATE

SUPPLY CHAIN: ANTI TRUST MANAGEMENT

VANPAC GROUPASIA – SINGAPORE

1. INTRODUCTION

Vanpac Singapore Pte Ltd are fully committed to conduct all of our business in an honest and ethical manner.

In compliance with FIDI FAIM requirements, we are committed to comply with the FIDI Anti-Trust Charter that fights against Cartels and unfair practices. We comply fully with The Singapore Competition Act 2004 / Chapter 50B, and work closely with other Anti-Trust laws in the countries where we do business. As an affiliate of FIDI, we never seek a competitive advantage through unethical, illegal or unfair practices. We are determined to support the fight against cartels, which restrict competition among suppliers to the detriment of customers.

This policy applies to individual employees, agents, suppliers, consultants or any other people or bodies associated with Vanpac Singapore Pte Ltd, or any of its subsidiaries and employees.

2. ANTI TRUST MANAGEMENT PROCESS

Vanpac believes there is a 4 step process in dealing with Anti Trust practice. They are:

2.1. Avoidance through Risk Recognising

The first step is to recognise the risk and the current regulatory guidelines on Anti Trust regulation. This can be done through the framework set by CCCS (Competition & Consumer Commission of Singapore).

The three prohibitions of Chapter 50B:

1. Anti-competitive agreements, decisions and practices ("the section 34 prohibition");

Anti-competitive agreements are agreements among competitors to prevent, restrict or distort competition. Section 34 of the Competition Act prohibits agreements, decisions and practices that are anti-competitive. A particularly serious type of anti-competitive agreement would be those made by cartels. Cartel agreements are usually to fix prices, to rig competitive tendering process, to divide up markets or to limit production. As a result, the cartelists have little or no incentive to lower prices or provide better quality goods or services. Based on economic studies, cartels overcharge by 30 per cent on average. There are four main types of cartel agreements:

- **Price Fixing**

Price fixing involves competitors agreeing to fix, control or maintain the prices of goods or services. It can be 'direct' fixing of prices, where there is an agreement to increase or maintain actual prices. Price fixing activities can also take the form of 'indirect' fixing of prices, for example, where competitors agree to offer the same

discounts or credit terms. Price fixing agreements do not have to be in writing, a verbal understanding at, for instance a trade association meeting or at a social event, may be sufficient to show that there was a price fixing agreement. It does not matter how the agreement was reached or whether it has been carried out. What matters is that the competitors have agreed to collude.

- **Bid Rigging**

Bid rigging occurs when competitors agree on who should win a tender. To support the cartel member that has been designated to 'win' the tender bid, other cartel members may refrain from bidding, withdraw their bid, or submit bids with higher prices or unacceptable terms. The cartel members may agree amongst themselves to take turns to be the designated 'winner' or to reward 'supporters' of the winning bid, for example, by giving sub-contracts to them. As a result of bid rigging, the party inviting the tender is likely to pay more than it would if the tender was competitive.

- **Market Sharing**

In a market sharing agreement competitors divide up markets in various ways, such as geographical area or size or type of customer (e.g. business/non-business) and agree to sell only to their allotted segment of the market. As a result they do not compete for each other's allotted market. Customers are affected as they would not be able to shop around for the best deals.

- **Production Control**

Production control involves an agreement between competitors to limit the quantity of goods or services available in the market. By controlling the supply or production of goods or services, the cartel is able to, indirectly, increase prices to maximise their profits.

- 2. Abuse of a dominant position ("the section 47 prohibition"); and
- Being a dominant player in a market is by itself not anti-competitive. A dominant position achieved or maintained through conduct arising from efficiencies, such as through successful innovation or economies of scale, will not be regarded as an abuse of dominance. However, when a dominant company in the market seeks to protect, enhance or perpetuate its dominant position in ways unrelated to competitive merit, it unduly restricts competition, and hurts consumers and businesses. Such conduct may constitute an abuse of dominance, and infringe Section 47 of the Competition Act.

- 3. Mergers and acquisitions that substantially lessen competition ("the section 54 prohibition").

- Not all mergers give rise to competition issues. Many mergers are either pro-competitive (because they positively enhance levels of rivalry), or are competitively neutral. In order to determine whether a merger is anti-competitive, CCCS will assess whether the merger leads to a substantial lessening of competition, e.g. resulting in an increase in prices above the prevailing level, lower quality, and/or less choices of products and services for consumers. If so, such a merger will infringe Section 54 of the Competition Act.

What Is a Cartel?

- A cartel is an agreement, concerted practice or conspiracy among competitors to fix prices, submit collusive tenders, divide or share markets and, more generally, restrict competition.
- A cartel is regarded as the most egregious violation of Anti-Trust laws in most jurisdictions, which may lead to the imposition of significant fines as well as, in certain jurisdictions, criminal penalties

2.2. Mitigation of Risk through Reducing Probability and Impact

Vanpac International's management is committed from a top-down and transparent approach, all bids and dealings can be openly viewed by the preparer of the quotation/bid and the senior management. Any out-of-the ordinary sightings, example extreme high profit margins, or extreme high closing ratio can be flagged up for scrutiny. This would mitigate such practices in the organization. Any extreme large bids would have to be brought to Management's attention

2.3. Policing through Transparent Due Dilligence from top-level and organization-wide level

- Never make direct or indirect (via third parties including agents, suppliers or customers) contact with an actual or potential competitor or other third party, where the object is to engage in cartel behaviors or practices.
- Never propose or reach an agreement, whether directly or indirectly, formally or informally, with actual or potential competitors, regarding any sensitive competition-related issues, including:
 - Fixing prices
 - Dividing or sharing markets, customers or territories
 - Rigging a competitive bidding process

Code of Conduct

To achieve our commitment and to provide unmatched relocation service to our clients, we expect compliance of the following code of conduct from all our employees, clients, associates, business partners and suppliers:

2.4. Review annually and up-to-date

- 2.4.1. Policy should be review and updated annually
- 2.4.2. Report any indication or initiative of improper anticompetitive business conduct by an actual or potential competitor in accordance to your internal reporting procedure, including but not limited to, reporting to your legal department and/or to the relevant Anti-Trust authorities.
- 2.4.3. Not to participate in a meeting of a trade association in which sensitive competition-related issues are discussed. If such subjects are raised during a meeting, employees of FIDI Affiliates

must immediately ask for the discussion to end. If not, they must leave the meeting and ask for that to be noted in the minutes of the meeting.

3. Governance

- 3.1.** Ensure that all internal and external correspondence, including e-mails and texts, and documents, discussions and public statements do not contain any statements that might be misinterpreted by third parties or Anti-Trust authorities and courts in the context of a potential Anti-Trust investigation.
- 3.2.** Maintain independent judgment in pricing or selling of any products and/or services.
- 3.3.** Limit any information discussed during commercial negotiations, with or disclosed to competitors or other third parties, to that which is strictly necessary for completing or assessing the transaction.
- 3.4.** This should be also maintained in our Supply Chain, and this will be communicated through our email and website links to our values on ATC as a member of the FIDI.

PROFESSIONAL COOPERATION GUIDELINES FOR INTERNATIONAL MOVERS (The PCG)

PREFACE

1. FIDI asserts intellectual property rights and copyright of the PCG, including the 'PCG' and 'FIDI' trademarks (logos). Only firms and moving industry trade bodies with the express written permission of FIDI aisbl may use these PCG.
2. The PCG including the 'PCG' and 'FIDI' trademarks (logos) must not be used, copied, distributed, adapted, or disseminated including via the internet without the prior written permission of FIDI aisbl.
3. Only firms affiliated to FIDI may use the FIDI logo.
4. The PCG are reviewed periodically by FIDI. They may only be changed by FIDI.
5. FIDI affiliated firms: These Professional Cooperation Guidelines (the PCG) are always subordinate to the FIDI Statutes and requirements of the FAIM Quality Standard.

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B. Scope and purpose

1. The Professional Cooperation Guidelines (PCG) herein shall apply to all international household moving services arranged between any two contracting parties, namely any FIDI affiliated firms including their FIDI and or non-FIDI affiliated branches and subsidiaries; and or any non FIDI-affiliated household goods moving firms having full membership of and permission from their applicable household moving trade body (association) where that association has adopted these PCGs under a licence granted to them by FIDI.
2. FIDI affiliated firms: These Professional Cooperation Guidelines (the PCG) are always subordinate to the FIDI Statutes and requirements of the FAIM Quality Standard.
3. The PCG are intended as a minimum Service Level between the contracting parties.
4. The PCG do not restrict the parties from concluding a separate written service agreement or specification with one another; however, where a separate agreement or specification does not exist or if it does not adequately cover particular aspect(s) of service level set out herein, the PCG shall prevail.
5. FIDI affiliated firms: These guidelines in conjunction with the FIDI Statutes and FAIM Quality Standard form the basis for dispute resolution between Affiliates via the FIDI Dispute Resolution Scheme.
6. The PCG are reviewed periodically by FIDI. The current version is available at <https://fidinet.fidi.org/> or on application from fidinet@fidinet.org. Non-FIDI Associations licensed to use the PCG are responsible to keep and must ensure their members use only the current version.

C. The Move Process

C.1. Origin service

C.1.1. Pre-move survey

C.1.1.1. Pre-move survey and response

1. The booker should contact the transferee to introduce themselves as the company organising the door-to-door move describing any allowances or other relocation policy requirements that apply to the move (see Allowance section). The booker should also give the transferee the details of the origin agent that will perform the survey.
2. The booker is responsible to give clear instructions in writing to their nominated origin agent to arrange a pre-move survey, including details of any allowances or other relocation policy requirements that apply to the move (see Allowance section - [C.1.4](#)).
3. The booker is responsible to give instructions in writing to their nominated origin agent when special listing of certain types of goods will be required prior to loading, for example, restricted items which must be identified for customs authority or insurance purposes. Such goods may include for example, electrical, electronic, or mechanical items (e.g., make, model and serial number), alcoholic beverages such as wine and liquor (e.g., number of bottles, type of beverage, bottle size, and alcohol by volume content). Items requiring additional detail listing may vary depending on country of origin and destination. It is important to communicate any special listing requirement to the origin agent with booker's initial instruction.
4. The origin agent must reply to the booker's pre-move survey request within 1 working day ¹ (confirming acceptance ² 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. The origin agent is responsible to contact the transferee within 1 working day (or on date specified by the booker if applicable) to arrange the survey appointment.
5. When a transferee cannot be contacted, the origin agent must inform the booker within 1 working day that they have been unable to arrange the survey, and keep booker informed of date and time of subsequent attempts to contact the transferee.
6. The origin agent must confirm the survey date and time arranged to the booker within 1 working day (of confirming the appointment with the transferee).
7. The origin agent is responsible to provide a physical survey inspection at the transferee's residence by a removal surveyor/estimator unless an alternative method to assess the transferee's move requirement

¹ '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.

² FAIM Requirement.

has been agreed in advance between the booker and the origin agent (for example a telephone assessment, video survey, or based on a transferee-provided list of goods).

8. If the origin agent is unable to perform a physical survey on behalf of the booker and instead intends to rely on a video survey, the agent must notify the booker on their intent and reason for a video survey immediately on receiving the survey request. It is the booker's option (prerogative) to accept or refuse a video survey but must understand that refusal could lead to the origin agent declining the survey request.
9. If a video survey is intended, the booker is responsible to obtain the transferee's agreement. The booker may delegate this responsibility to the origin agent for practicality, but both parties must agree.
10. If the booker intends to supervise their own video survey with the transferee, i.e., independent of the origin agent, it is the booker's responsibility to inform the origin agent and provide the resulting pre-move survey list (of goods) / cube sheet, and all other necessary information normally assessed during an equivalent physical survey to enable the origin agent to quote for and undertake origin service.
11. The origin agent's surveyor must have local and English language skills, be capable of providing an accurate survey and be 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.
12. When the origin agent undertakes a video survey on behalf of the booker, the agent is responsible to the booker for privacy of data and recordings compliance, including retention of data policy and if applicable, of the recording (stating purpose and for how long stored). It is the booker's responsibility to satisfy themselves of the origin agent's privacy policy.
13. The booker is responsible to the transferee (and or other intermediary party acting for the transferee) for privacy of data and video recordings compliance, including retention and disposal of data policy and if applicable, of the recording (stating purpose and for how long stored).
14. The origin agent is responsible to prepare a survey report for the booker, which must address the following elements:
 - 1) Describe the type of residence (e.g., Detached / Semi-detached / Terrace / Town-house (also called Brown Stone) / Flat or Apartment / High-rise or Tower-block Apartment ...).
 - 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.
 - 3) Prepare a 'pre-move' inventory (survey list) of all items shown or described to the surveyor intended for the move (sometimes called a 'Cube Sheet').
 - 4) Note any exceptional or unusual goods including fragile, heavy and bulky items requiring extra labour or specialist handling.

- 5) Note items which will require dismantling (and thus reassembly at delivery).
- 6) Note if extra goods not at origin location, or new purchased goods intended for inclusion.
- 7) Note if extra pick-up(s) from other location(s) is required.
- 8) Provide the surveyor's estimate of net volume and or constructed net weight for each separate move element.
- 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.
- 10) Note any exceptional packing materials required.
- 11) Note item(s) to be crated; provide item measurements (Length x Width x Height).
- 12) Note any items which are not to be included in the move (e.g., staying, or being disposed of, sold ...). Recommend recording 'items not included' on the pre-move inventory under separate heading.
- 13) Identify any restricted or hazardous items which may not be included in the move.
- 14) With transferee permission, recommend taking digital photos of :
 - a. Exceptional or unusual items requiring specialist handling, dismantling/reassembly, and or crating;
 - b. Restricted access and parking.
- 15) Describe any accessorial and or third party specialist services required (see section F).
- 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.
- 17) Accuracy of the estimated volume and constructed ³ 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.

³ A constructed net weight is calculated by multiplying the estimated volume in cubic feet by a density factor (for example 6.5 or 7 lbs per cu.ft.) to arrive at a net weight to be used in rate calculations.

C.1.1.2. Submitting the pre-move survey result and quotation

1. Quotation when a pre-move survey is requested ⁴: The origin agent will submit the pre-move survey report and service quotation with terms for handling the move and timetable to the booker within 3 working days of the pre-move survey date, unless otherwise agreed and documented.

If any elements of the service and or freight quotation/quoted rates, including disbursements, are subject to an additional official government sales tax or similar (such as VAT/GST), this must be clearly indicated along with the applicable tax rate.

2. Quotation ⁵ in response to an agent rate request (e.g., based on consignment specification supplied by the requesting agent): The origin agent will submit their rate offer within 2 working days. Where complexity or scale of the request would prevent origin agent's submission of the rate offer within the 2 day period, the origin agent must acknowledge the request within 1 working day and provide the requesting agent an alternative date by which the rate offer will be submitted.

If the origin agent should decline to submit a rate offer, he must notify the requesting agent within 1 working day.

3. Provision of service quotation or rate:
 - 1) The origin agent must include all the necessary service elements required to execute the appropriate packing, handling and removal of the consignment including documentation. Where applicable, the origin agent must include or specify separately the origin inland delivery element to the place/port/airport/terminal of departure.
 - 2) The origin agent must clearly identify any markup (e.g., handling/administration fee) on any disbursement or third-party additional expense to be charged back to the booker which is not otherwise included in the standard service elements.
 - 3) The origin agent must specify the basis on which their quotation or rate is offered (e.g., lump sum, rate per 100 lbs, rate per cbm, rate per kg ACW ...) and or any applicable density factor.
 - 4) The origin agent must specify with their quotation or rate offer, the validity date, and clearly indicate if that validity is latest date for acceptance of the quote, or latest date for commencement of the work.
4. *Freight* transport service quotation or rate:
 - 1) When providing freight transport service, the origin agent must submit the applicable price or rate, method and route of transport, the port/airport/terminal/place of discharge, and the estimated transit time. The origin agent should specify carrier's validity of freight rate if different to their own validity date or period.
5. Identify origin port/airport/terminal handling charge(s) if applicable and state if included (or excluded) from either origin or freight rate.

⁴ FAIM Requirement.

⁵ FAIM Requirement.

6. Identify export customs clearance formalities, if applicable and state if included (or excluded) from either origin or freight rate.

C.1.1.3. Acceptance⁶ of the pre-move survey result and quotation

1. The booker is responsible to give a clear purchase order or similar written authority to their nominated origin agent to proceed with the move. The booker must include consignment instructions and destination customs regulations, together with any documents required; such instructions must be submitted sufficiently in advance to allow the origin agent to carry out the work.
2. The origin agent is responsible to ensure that they have received adequate and timely written instructions from the booker, which are consistent with the terms of their offer.
3. The origin agent must confirm that they accept the order for work and by doing so they commit to perform that work as instructed.

⁶ FAIM Requirement.

C.1.2. Standard elements

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:
 - 1) 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.
 - 2) Contacting the transferee at least one (1) working day in advance to confirm the scheduled commencement and timetable for the work.
 - 3) Arranging the necessary vehicle parking authority/permit if applicable, but not including the parking authority/permit expense outlay.
 - 4) 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.
 - 5) Ensuring that the packing crew is aware of *prohibited* items which must not in any circumstances be included in the consignment, as advised by the booker (or destination agent, if different), or in accordance with local origin export control regulations; and
 - 6) Ensuring that the packing crew is aware of *restricted* items which must not be included in the consignment without the prior approval of the booker (e.g., items not permitted by relocation policy or restricted by customs regulation).
 - 7) Supplying packing materials ⁷ and cartons, and if applicable, fit for purpose crates, lift-vans, cases and air-freight cases.
 - 8) 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.
 - 9) The dismantling of furniture as specified in their pre-move survey report and or service quotation.
 - 10) Ensuring that all parts, fittings and keys (etc.) from a dismantled item must be packed, marked, cross-referenced to the related item and described on the packing list (inventory).
 - 11) Providing all necessary packing; the method of packing ⁸ shall be as described in the origin agent's 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

⁷ FAIM Requirement.

⁸ 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.

number.

- 12) Preparing a descriptive packing list ⁹ (inventory) which corresponds to the number(s) marked on the packages, which on completion of packing must be signed ¹⁰ and dated by both origin agent's removal crew team leader and the transferee or his/her representative. Separate packing lists must be prepared for each element of the move, e.g., surface, air, storage, disposal etc. If electrical, electronic, or mechanical items and or alcoholic beverages, or other restricted items have been authorised to be included, refer to the booker for special listing instructions.
- 13) Positioning and or supplying appropriate container, vehicle, case, lift-van, or air-container at intended place of container loading or case-packing.
- 14) Ensuring container, vehicle, case, lift-van or air-container is fit for purpose prior to loading and or stowing the consignment. 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. Any container or vehicle which does not satisfy these conditions must not be utilised by the origin agent.
- 15) Loading and stowing goods into suitable container, vehicle, case, lift-van, or air-container.
- 16) Installing a bulkhead in sea-container, if applicable.
- 17) Ensuring that where the use of timber is necessary or agreed, only treated and certified timber/wood products are 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 including wood used to load and secure cargo during transportation.
- 18) Confirming final weight and volume to the booker:
 - a. Notifying final consignment weight and or volume to the booker.
 - b. Providing individual gross and net weight(s) and external dimensions (of cases, lift-vans and or air-containers) for case packed consignments.
 - c. The final net packed volume and constructed net weight must not exceed a tolerance (greater or lesser) than 10% against the estimate established by the surveyor during the pre-move survey.
 - d. Where the final net volume and constructed ¹¹ net weight is likely to exceed or has exceeded the original estimate, the origin agent's crew leader must:
 - i. make the transferee aware, and

⁹ FAIM Requirement.

¹⁰ FAIM Requirement.

¹¹ A constructed net weight is calculated by multiplying the estimated volume in cubic feet by a density factor (for example 6.5 or 7 lbs per cu.ft.) to arrive at a net weight to be used in rate calculations.

- ii. notify their (origin agent) line manager
prior to completion of loading and sealing the container.
 - e. 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 (see 'In the event of a consignment overflow' section).
 - f. The booker must advise the origin agent whether to proceed with the shipment as scheduled or to hold it pending further instructions.
 - g. When impossible to contact booker, the origin agent must perform services in the best interests of the booker.
- 19) Preparing export cargo documentation and if applicable, export cargo customs formalities.
- 20) Delivering consignment to the place/port/airport/terminal of departure.
- 21) Providing or arranging to provide the Verified Gross Mass of a sea-container in compliance with (worldwide) SOLAS regulations.

C.1.3. Normal exclusions

1. Origin service will **not** include the following elements unless previously specified and agreed between the booker and the origin agent:
 - 1) Provision of marine/transit insurance ¹² cover or equivalent extended liability cover for the consignment (see section I.14).
 - 2) Payment of parking authority/permit expense where applicable.
 - 3) Provision of individual crates or cases for special / additional packing protection.
 - 4) Provision of van and additional staff for a shuttle service.
 - 5) Provision of additional staff for a long carry over 20 metres (65 feet).
 - 6) Additional stair carry above the first upper floor (ground floor +1).
 - 7) Provision of special external hoisting equipment such as an outside elevator or ladder lift.
 - 8) Additional staff for handling heavy items such as a piano or safe.
 - 9) 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.
 - 10) Packing and stowing of goods within (i.e., inside) furniture items ¹³ such as but not limited to cabinets, dressers, drawers etc.
 - 11) 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).
 - 12) Customs Authority or other official government body levy on export consignments.
 - 13) Warehouse handling into and out of the origin agent's warehouse (unless part of the normal export process in the origin country).
 - 14) Provision of storage service at the origin agent's warehouse (see section C.4).
 - 15) Carrier's demurrage and or container detention charges, and or port/terminal and or airport rent (storage) dues.

¹² FAIM Requirement.

¹³ Origin packing should not rely on the packing and stowing of goods within (i.e., inside) Cabinets, Dressers, Drawers etc, 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 etc, he must state this to the destination agent in advance.

C.1.4. Allowances

1. Employees moving for corporations or government bodies are often subject to a strict relocation policy set by their employer, with limits or restrictions on what and how much can be shipped. A relocation policy may also impose other restrictions such as certain goods which may not be included, a cap on moving costs, or a maximum insurance value. Some employers will not accept customs duties or taxes or may even ban their employee from including items which would inevitably incur duty or tax, for example, alcohol. Some value-add accessorial services offered by the mover such as special crating, storage, additional pick-up or delivery and separate debris collection might be restricted or even excluded by the employer's relocation policy.
2. Clear instructions
 - 1) It is always the booker's responsibility to set out in their instructions to the origin and or destination agent, *clearly and without ambiguity*, in advance of the move, any allowance or relocation policy restriction which will apply to the contract.
 - 2) It is the origin and or destination agent's responsibility to ensure that they understand the allowance(s) and or any restrictions set out by the booker, and always to seek clarification in writing from the booker if the specified allowance or restriction is vague or ambiguous, before committing to incur additional expense or provide additional service, or otherwise to permit the transferee to conflict with the allowance or relocation policy restrictions imposed.
3. Quoting
 - 1) It is the booker's responsibility to set out applicable relocation policy restrictions with their request for pricing (i.e., at the pre-booking stage) to the origin and or destination agent, to enable the origin and or destination agent to incorporate appropriate resources and costs in their pricing response. If the booker fails to do so and subsequently imposes policy restrictions at the booking stage or later, which were not stated in the original pricing request, the origin and or destination agent may adjust their pricing accordingly at time of the booking or may decline to accept the order.

It is always the origin and / or destination agents' responsibility to define and quote to the booker, any extra charge(s) for additional services requested by the booker or the transferee which were not previously authorised or set out in the origin/destination agents first offer; this includes for example, extra costs for excess volume or weight of goods over the authorised consignment, or additional services including accessorial services not included in the original agreement between the booker and the agent.
 - 2) The origin and or destination agent must always apply to the booker for approval of additional charges for additional services and or costs for an excess to the authorised consignment; the agent must not discuss or quote terms or charges for additional services or excess volume or weight with the transferee or any other party, unless the booker has issued their authority in writing to do so, to the origin and or destination agent.
4. Failure to adhere to allowance or relocation policy restrictions
 - 1) Always subject to properly communicated, clear and unambiguous instructions from the booker, it is the origin and or destination agent's responsibility to adhere to the consignment allowance or relocation policy restrictions. Failure by the origin and or destination agent to take reasonable steps to comply with the booker's instructions, may result in the booker refusing to pay the origin and or destination agents additional charges if the booker is unable to secure retrospective authorisation for unauthorised deviation of allowance or policy, from his client.

- 2) Furthermore, in respect of an outbound consignment undertaken by the origin agent, the booker may incur extra costs such as but not limited to increased freight charges, handling, storage, THC and destination agent delivery charges, for which he may reasonably expect reimbursement of the applicable and properly receipted expenses.

C.1.5. In the event of a consignment overflow

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.
2. Whatever the reason for an overflow, it is important to act quickly and decisively dependent on the circumstances.
3. Where the consignment is being directly loaded into the 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:

- 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.
- 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.
- 3) The crew leader must 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.
- 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.
- 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) It is the responsibility of the booker to determine who will pay for the overflow consignment and to instruct the origin agent accordingly.
- 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 their findings to the booker (see Origin Services – Standard Elements [C.1.2](#)).

- 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.

C.1.6. In the event of a container ‘no show’ or if the container is not fit for purpose

1. A ‘no show’ is an unexpected non-arrival of a container at the transferee’s residence.
2. A container which is contaminated or damaged is not fit for purpose (see Origin Services – Standard Elements [C1.2.1-14](#))
3. Where the consignment is to be directly loaded into the container at the transferee’s residence, then whatever the reason for a ‘no show’ or not being fit for purpose, it is important to act quickly and decisively depending on the circumstances (see Origin Services – Standard Elements [C1.2/1-14](#)).
4. When either situation becomes apparent, the crew leader must :
 - 1) Make the transferee aware, and
 - 2) Notify their (origin agent) line manager ¹⁴.
5. The origin agent must:
 - 1) Establish status of the ‘no show’ container.
 - 2) Establish availability for a replacement container.
6. In the event that a suitable container cannot be loaded on the scheduled day,
 - 1) The origin agent must report to the booker immediately, so that when possible, the booker has an opportunity to contact the transferee to agree a plan of action.
 - 2) If the residence must be cleared of all goods on the scheduled loading day, and where it has not been possible for the booker to make a decision, then the origin agent should transfer the consignment to their warehouse pending further instructions from the booker.
 - 3) The origin agent must issue a formal ‘notice of intent to claim’ to the carrier ¹⁵ for the additional costs and inform the booker accordingly.
 - 4) It is the responsibility of the booker to determine who will pay for any extra costs and to instruct the origin agent accordingly.

¹⁴ The manager to whom the crew foreman would routinely report.

¹⁵ The carrier is the shipping line, airline, road and or rail transport operator.

C.2. Freight service

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.
2. Where the origin agent agrees to arrange the freight transportation of the consignment on behalf of the booker, they must do so in accordance with the booker's requirements.
3. Where the origin agent agrees to arrange the freight transportation of the consignment on behalf of the booker, they do so subject to the standard terms and conditions of carriage imposed by the applicable international carrier.
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.
5. Unless otherwise agreed between the origin agent and the booker, the origin agent shall have sole discretion to choose the freight transport carrier.
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. 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.
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 Bill of Lading, Air Waybill or similar carrier's freight transport receipt).
9. It is the origin agent's responsibility to arrange for the container to be weighed prior to being loaded onto the vessel (in line with the SOLAS requirements).
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.
11. In the event of a pre-shipment delay or likelihood of delay which may incur unforeseen origin port storage/rent and or a carrier's origin demurrage surcharge and or other applicable third-party costs, the origin agent must immediately notify the booker and seek their billing instruction.

12. Pre-advice and shipping documents:

- 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.
- 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.
- 3) It is the origin agent's responsibility to send original documentation ¹⁶ 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.

¹⁶ FAIM Requirement.

C.3. Destination service

C.3.1. Submitting the destination service rate or quotation

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 2 working days ¹⁷, unless otherwise agreed and documented.
2. If any elements of the service quotation/quoted rates, including disbursements, are subject to an additional official government sales tax or similar (such as VAT/GST), this must be clearly indicated along with the applicable tax rate.
3. Provision of service quotation or rate - The destination agent must:
 - 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.
 - 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.
 - 3) Identify import customs clearance formalities, if applicable and state if included (or excluded) from rate offer.

It is the destination agent's responsibility to inform the booker when submitting the quotation if the consignment must not be dispatched until the destination agent has confirmed that customs clearance can proceed (see also [C.1.1.2](#) and [C.1.1.3](#)).

- 4) Identify separate markup (e.g., a handling/administration 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 (...), which are not otherwise included in the standard service elements.
- 5) Specify the basis on which their destination rate or quotation is offered (e.g. lump sum, rate per 100 lbs, rate per cbm, rate per kg ACW ...) and or any applicable density factor.

¹⁷ FAIM Requirement.

C.3.2. Acceptance of rate and booking

1. The booker is responsible to give clear instructions to their nominated destination agent to carry out the destination service.
2. The booker must provide a pre-advice of shipment to their destination agent together with any documents required sufficiently in advance to allow the destination agent to carry out the work.
3. It is the booker's responsibility to advise the destination agent before the arrival of the consignment if there is any reason why the shipment may not be delivered without the booker's further authorisation. (see section 'Submitting the destination agent rate or quotation' [C.3.1](#))
4. The destination agent is responsible to ensure that the booker's instruction is adequate and consistent with the terms of their offer.
5. The destination agent must confirm that they accept the order for work and by doing so they commit to perform the work as instructed (see section 'Additional Responsibilities' [C.3.5](#)).

C.3.3. Standard services

1. The 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):
 - 1) Inform the booker if the consignment must not be dispatched until the destination agent has confirmed that customs clearance can proceed.
 - 2) Notify the booker of all key progress dates as they are confirmed including but not limited to consignment arrival date, customs clearance date, receipt into warehouse date and delivery to final residence date.
 - 3) Notify the booker of any *extraordinary* event, such as earlier than expected arrival date, late vessel arrival, customs inspection, strike, etc., which may give rise to unforeseen delays or costs.
 - 4) 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.
 - 5) 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.
 - 6) Notify the booker immediately of potential and or actual and or ongoing port storage/rent and demurrage liability and costs, and seek instructions regarding payment.
 - 7) Pay (if required) destination port/airport/terminal Handling, service or wharfage charge(s) including normally incurred ocean/air Carrier or NVOCC handover fees.
 - 8) Arrange the necessary vehicle parking authority/permit if applicable, but not including the parking authority/permit expense outlay.
 - 9) Collect and transfer the container/consignment from port/airport/terminal of arrival to the notified delivery address and or warehouse, as applicable.
 - a. If the (sealed) container, vehicle, case or liftvan is not to be delivered intact (unopened) to the residence, e.g. unloading container/case contents at warehouse, it is the responsibility of the destination agent to explain in advance to the booker this necessity.
 - b. In this case, the warehouse agent must 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. This must be forwarded to the booker.
 - c. For a container, the destination agent must also check and record the container and seal number and report any discrepancy to the booker.

- 10) 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.
- 11) Provide sufficient number of professional experienced removal staff to unload the consignment at residence from the container, vehicle, case or lift-van and carry the goods to inside the residence not above the first upper floor (ground floor +1).
- 12) 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.
- 13) 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 transferee.
- 14) 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 the time of delivery.
- 15) 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.
- 16) Arrange return transfer of the carrier's empty container, if applicable, to the appropriate container-yard or port.
- 17) The destination agent must send the signed delivery paperwork including the signed inventory sheet, to the booker within 5 working days ¹⁸ of the delivery.

¹⁸ FAIM Requirement.

C.3.4. Exclusions and or limitations

1. Unless otherwise agreed in writing, normal import terms either exclude or are limited as follows:
 - 1) Port storage or rent, airport storage, container demurrage and or container detention charges, if incurred, are excluded.
 - 2) Container deposit charge, if required by the shipping company or their destination port agent, is excluded.
 - 3) 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.
 - 4) 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.
 - 5) 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.
 - 6) Customs clearance of goods for sale and or restricted goods is excluded.
 - 7) Warehouse Handling and Storage charges at the destination agent's warehouse, if not requested as part of the contract, are excluded.
 - 8) Parking authority/permit fee, where applicable, is excluded.
 - 9) Delivery is limited to a normal radius of 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) Delivery of partial consignment to a second or additional delivery address is excluded.
 - 11) Where the approach road or driveway is unsuitable for an articulated vehicle and or Heavy Goods Vehicle carrying a-container to access and legally park within 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.
 - 12) 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.
 - 13) Handling of acoustic (traditional) upright and grand pianos, safes or similar heavy items is excluded.
 - 14) 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.

- 15) Handyman, picture hanging, electrical, mechanical or plumbing services is excluded.
- 16) Additional debris collection.
- 17) 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.
- 18) If the transferee should instruct the destination agent to divert delivery of the goods from the contracted place of final delivery to a place of storage nominated and arranged by the transferee (i.e., other than storage arranged by the destination agent), the destination agent's responsibility for delivery service will naturally cease upon delivery to that place as if it is the contractually agreed destination. It is the responsibility of the destination agent to inform the booker immediately of any diversion of delivery by the transferee, and to clearly inform the transferee and booker prior to delivery if no unpacking service is offered when delivering to a third-party place of storage, or if otherwise agreed, the destination agent must set out the extent or limit of any unpacking service to be carried out.

C.3.5. Additional responsibilities

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:
 - 1) The destination agent has agreed in writing to collect the specified charge or expense.
 - 2) The destination agent must specify if a separate fee for collecting or remitting a COD charge is to be applied.
 - 3) The destination agent is put in control of the goods on which the charge or expense is levied.
 - 4) The destination agent is in receipt of the booker clear written instructions to collect payment of the charge or expense in good time.
 - 5) The destination agent (if he so requests) is provided with a copy of the removal contract or agreement signed ¹⁹ by the client or transferee (if different) specifying that payment of the applicable charge or expense is to be made before delivery.
2. 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'.
3. When the COD has been collected from the client or transferee by the destination agent on behalf of the booker, the full amount of the charge in the currency in which it was charged, shall be remitted (paid) to the booker.
4. Where the booker requires the destination agent to withhold delivery of the consignment (for example whilst the booker collects their outstanding charge from the client and or transferee), it is the booker's responsibility to ensure that:
 - 1) The destination agent is put in control of the goods.
 - 2) The destination agent is in receipt of the booker clear written instructions to withhold the goods in good time.
 - 3) The destination agent has agreed in writing to withhold the goods.
5. 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.
6. 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.

¹⁹ FAIM Requirement.

7. In respect of loss or damage reported when the consignment is delivered, the destination agent must protect the interests of the transferee and the booker in accordance with the Loss or Damage Prevention and Action (destination) section.

C.4. Storage

1. Where a booker contracts with a warehousing agent to store a transferee's consignment for the booker's account they do so as the authorised agent of the legal owner of the goods (or the legal owner's representative) and warrants that they have authority to sub-contract part or the whole of the storage of goods.
2. In any arrangement with a warehousing agent, the booker shall require that the warehousing agent does not further delegate their contractual responsibilities without the prior written authority of the booker.
3. The booker remains contractually responsible to the legal owner of the goods (or the legal owner's representative) for the safekeeping 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 they otherwise informs the warehousing agent in writing.
4. The warehousing agent is at all times responsible for the secure warehousing of the consignment; they 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 they are otherwise informed in writing by the booker.
5. 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 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.
6. 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 treated as a separate contract, with the storage company having distinct liability for the extent and duration of the warehousing.
7. Where the booker requires the origin or destination agent to store a transferee's consignment at agent's warehouse for booker's account, it is the booker's responsibility to:
 - 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.
 - 2) Indicate the kind of storage required, e.g., SIT or Perm.
 - 3) Confirm insurance coverage arrangement for the consignment whilst in store 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.
 - 4) 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.
 - 5) Provide a descriptive packing list of the goods (if not prepared by the agent when providing origin service).

- 6) Provide written instructions ²⁰ 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.
 - 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.
 - 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.
8. Where the warehousing agent has agreed to store a transferee's consignment for account of the booking agent, it is the warehousing agent's responsibility to:
- 1) Confirm their rate and terms for storage and if applicable, terms of insurance cover whilst-in-store with the booker in writing (in advance, or within 10 days of receipt of goods if no prior notice of storage was received), and subsequently invoice and collect their charges from the booker.
 - 2) Keep the consignment safe in their professional mover's warehouse which must be dry, secure and adequately equipped and managed.
 - 3) Inform the booker of the consignment receipt date and warehouse address location.
 - 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
 - 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
 - 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.
 - 7) Establish a written storage contract for perm (non-SIT) storage with the booking agent; or
 - 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.

²⁰ FAIM Requirement.

9. Storage charges in arrears and lien ²¹:

- 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.
- 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.
- 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. They 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.
- 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.
- 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.
- 6) If it is not within the booker's control to ensure continuation of insurance cover after termination of their contractual responsibility for the storage consignment, they must inform the warehousing agent straight away, in writing.
- 7) If the warehousing agent is unable to establish a new contract with the new third party which is acceptable to them, they must give notice in writing to the original booker, instructing them to remove the consignment from their warehouse, and to pay all charges due up to the date of removal.
- 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.

²¹ A lien is a right to keep possession of property belonging to another person until a debt owed by that person is discharged.

- 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.
- 10) If the booker has arrears owed to them 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 their right of lien on the consignment held by the (warehousing) agent to whom they has sub-contracted the storage, they must:
- a. 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
 - b. 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 good.
- 11) If the agent holding the storage has monies owed to him by the booker accumulating as a result of the booker's failure to make regular payments for the subject storage consignment including related charges, and he intends to exercise their right of lien on the consignment, the agent may take the following alternative steps:
- a. The agent holding the storage should exhaust all reasonable attempts to collect their monies from the booker including but not limited to referral to FIDI's or other relevant Payment Protection Plan and or Dispute Resolution service.
 - b. 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
 - c. If storage is to continue in-situ ²², 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 party ²³; and
 - d. 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

²² In-situ means 'in the same place'.

²³ If the warehousing agent is forced to apply to the booker's client or transferee to secure payment of overdue charges on the consignment, they 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.

with the booker, in writing).

- 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 their 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, they are strongly advised to seek local professional legal advice in the jurisdiction in which the consignment is held before proceeding.

D. Mould and or Mildew / Contamination / Infestation

In the event of any form of contamination and or infestation in a consignment:

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, or any other contamination or infestation, 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:
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.
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.
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).
5. Contact the booker immediately (before proceeding any further), to agree upon an appropriate response; or (see below).
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 should take the following immediate precautionary steps in the interest of the transferee and the booker:
 - 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).
 - 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.
 - 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.
7. Follow the applicable Loss or Damage Prevention steps as outlined in section 'Claims Handling and Settlement; Loss or Damage Prevention and Action'.

E. Abandoned Cargo

1. This section explains the considerations for a mover when faced with an abandoned consignment which remains without prospect of imminent customs release and is stuck at the port or terminal incurring substantial demurrage and storage costs. There is no precise process or remedy which will fit every scenario or every country. Typically, movers in such a situation are at the centre of the issue through no fault of their own. This almost always results in spiralling costs with liability and complex workload falling to the mover. If and when the mover is permitted to dispose of the goods, they may also have the additional burden of satisfying customs, carrier, or other authorities that the consignment is indeed abandoned (for example they might be required to provide an indemnity to the customs authority).
2. A household goods consignment is considered as 'abandoned' when the owner of the goods refuses, or has no intention of, or is unable to customs clear and take delivery of the goods after a reasonable period (typically in line with the agreed 'free' period at the port). This might be for various reasons including, but typically due to a lack of funds or unwillingness by the owner to pay outstanding additional shipping charges which may have escalated because of demurrage, detention, port storage, port fees, and or unexpected high import taxes (the additional shipping charges). The owner might have 'disappeared' (i.e., cannot be found or contacted) and thus not available to complete the customs clearance process to secure release of the consignment from the port, nor available or willing to settle charges or take delivery. Owner's disappearance and or lack of response or acknowledgment is usually treated as 'refusal' to take delivery. Occasionally, a country's import rules might change at short notice, re-classifying previously allowed goods as 'banned' items which may no longer be imported. The rules and timeline for treating a consignment as abandoned, varies across different jurisdictions. In the meantime, the resulting additional shipping charges will quickly mount up often exceeding the value of the goods.
3. From the movers' perspective, it is sometimes impossible to avoid being burdened with an abandoned consignment. This is typically a shipment stuck at the port/freight-terminal/airport (the 'port'), or it could be goods unclaimed by the owner whilst in-situ at the movers' warehouse (e.g., a storage lot). The most costly and difficult-to-resolve abandonment situations are uncleared consignments stuck at the port, which this section attempts to deal with; for abandoned storage lots, please refer to section [C.4](#). Whilst liability for additional shipping charges associated with abandoned cargo theoretically belongs to the owner of the goods, in reality, the booker acting as freight forwarder, and or the named 'notify party' (i.e., usually the appointed destination agent) shown on the carrier's Bill of Lading or similar consignment note will be faced with a demand from the carrier and or port authority for settlement of those charges. See below.
4. Who is liable for abandoned goods?
 - 1) Owner of the Goods (Shipper/Consignor/Consignee):

The owner of the goods is liable. Generally, the freight forwarder (i.e., the mover who books the freight movement with the carrier) holds the Shipper/Consignee/Owner (or their representative) accountable while the port of import holds the owner of the goods (i.e., Shipper/Consignee) responsible, usually via the destination agent.

2) Freight forwarder:

Usually, the booking mover who booked the freight movement - if the freight forwarder is named on the Bill of Lading as a Principal ²⁴, for example as the “Shipper”, rather than shown “as agent”, the freight forwarder will be held directly liable by the shipping line for storage, transport and disposal of the goods.

3) Shipping line:

If the freight forwarder is not the “Shipper” on the Bill of Lading (including shown as “Consignor”, “Consignee” or “Notify Party”), the shipping line is in a direct contractual relationship with the Shipper.

4) Right of lien:

Along with liability, shipping lines and freight forwarders have a right of lien over abandoned cargo. Lien is “the right to keep someone’s property until a debt is paid”. They can enforce this right “in a reasonable manner” – such as a customs-approved auction – to recover the amount owed to them and the cost of recovering that due.

5. Considerations when dealing with suspected or actual abandoned consignment

- 1) If you are unable, or expect to be unable to secure customs clearance and release of the consignment from the port within the free-time granted by the carrier and or port authority, you must notify your Principal in writing (e.g., the booker, RMC, corporate/gov. client or the owner of the goods) as soon as this becomes clear, and in any event no later than when the ‘free time’ expires. You should inform your Principal of the situation, and the short timeline to customs clear the consignment and collect any costs that have already accrued.
- 2) You must clearly communicate the financial liabilities (in detail) accruing after expiry of the free time and as a result of being unable to customs clear and collect the consignment from the port, for example, container demurrage and detention charges, port storage, and any other associated charges likely to be incurred which are outside of the scope of your previously agreed service quotation or tariff. You should explain the parties’ rights and obligations under the contract of carriage and or other incorporated trading conditions, warning that any further delay or failure to take delivery will result in legal proceedings.
- 3) You should request an immediate written response from your Principal and set a time limit for reply. Whether your Principal informs you that they expect to (be able to) accomplish clearance and delivery, and or approves a short delay prior to clearance and delivery, and or otherwise cannot secure instructions from the owner of the goods, you may reasonably expect and require

²⁴ Principal: For the purposes of this article, ‘Principal’ refers to the client party who has contracted you to arrange customs clearance and removal services on their behalf, and on whose instructions alone you act. They are the party responsible for settlement of your account. Depending on the number of client parties involved between you and the actual owner of the goods (i.e., the shipper/consignee), your Principal could therefore be any one of the following parties: a fellow mover (e.g., the booking agent), **or** a Relocation or Move Management Company; **or** a direct corporate or government client; **or** if there are no other client parties involved between you and the owner of the goods, you are deemed to be the ‘booker’ which means the owner of the goods (e.g., the shipper &/or consignee) is your Principal.

your Principal to either (a) guarantee the accruing charges, and or (b) instruct you to treat the consignment as if abandoned. In the latter case, you should emphasise to your Principal that treating the consignment as abandoned won't stop the accruing additional shipping charges; these increase daily without time limit until the consignment is removed from the port, and when applicable, the [empty] shipping container is returned to the carrier. Accruing additional shipping charges remain for account of the Principal.

- 4) Speed of action to deal with an abandoned shipment is critical. Indecision will only lead to escalating costs. Those costs are highly likely to exceed the potential (auction) value of the goods, so selling them if that becomes an option, to recoup your outlay, is unlikely to solve the problem.
 - 5) If your Principal expects (to be able) to accomplish delivery, consider cheaper off-port storage options if available to reduce demurrage and detention charges. Note, if the consignment cannot be customs cleared at the port, alternative off-port customs bonded storage options are not always cheaper.
 - 6) You must consider the applicable local law and customs regulations concerning goods that are unclaimed. Exercising a right of lien (for example to enable you to dispose of or take delivery of the consignment and thus terminate the accruing charges) will depend not only on contract provisions, but local regulation. Such regulation varies on a country-by-country basis. The timeframe (from time of consignment's arrival at the port) before the local customs authority will usually consider the goods as abandoned is also an important consideration and can vary significantly, ranging anywhere from expiry of the carrier/port free-time (typically 5 – 7 days), up to 6 months. Meanwhile, additional shipping charges will continue to accrue whilst the consignment remains stuck at the port.
 - 7) Whilst the cargo carrier may have certain rights under their Bill of Lading (or other contract of carriage consignment note) to hold the cargo subject to lien and ultimately auction the goods to offset their incurred costs, there is no obligation on them to do so. A shipping line for example, is far more likely to leave the problem squarely in your hands and seek recovery of their incurred costs from you, i.e., the freight forwarder (e.g., the mover) who arranged the shipment, and or the 'Notify Party' (e.g., the destination agent) named in the Bill of Lading. This is possible based on a commonly applied 'Merchant Clause' now contained in most Liner Bills of Lading, whereby the carrier takes the position that as holder of the Bill of Lading, or as the party acting on behalf of the shipper or consignee, you, the freight forwarder and or you, the Notify Party, is jointly and severally liable for the consignment. This clause is highly disputed by many Shipper Associations and freight forwarder trade bodies (because the freight forwarder and or notify party has traditionally always acted 'as agent only'), so if your role is either as the freight forwarder or the notify party/destination agent named in the Bill of Lading, you will almost certainly face a carrier demand for the additional shipping charges. If you are unable to pass these liabilities on to your Principal, you may wish to seek legal advice promptly with a view to contesting liability.
6. What are your options to handle abandoned goods?
- 1) The outcome when faced with an abandoned shipment is not usually very encouraging. However, whatever actions you take, it is important to keep your Principal informed in writing at all stages of status and accruing charges (you should also notify the owner of the goods, and keep a record, even if that person is not responding to your correspondence). Securing permission from the customs authority to treat an uncleared consignment as abandoned is critical and must be

recorded in writing. Keeping a detailed record of all correspondence and costs is vital in case, at a later date after disposal for example, the owner of the goods reappears and demands delivery of the goods.

2) You should:

- a) Establish the official (minimum) period of time from consignment's arrival at port to the point when local customs will consider and treat an uncleared shipment as abandoned.
- b) Notify both the carrier and the local customs authority (if consignment is uncleared) in writing that the owner of the goods (shipper/consignee) has abandoned or refused the consignment [and if applicable, is not traceable] thus frustrating the customs clearance process and or subsequent release of, and or delivery of the consignment. State the reason(s) why you intend to treat the consignment as 'abandoned' (and from which date).
 - If the consignment is already cleared customs, you'll need to persuade the carrier to cooperate in the disposal of the goods.
 - If the consignment remains uncleared (and can't be customs cleared without the owner) you will first need to persuade customs to treat the consignment as abandoned, establish their process, the disposal options and earliest date when disposal can take place. You should also keep the carrier informed.
- c) When notifying the carrier of your interest in the consignment, state that you are act strictly '*as agent only*'; emphasise that whilst you were appointed by [state name of Principal/booking party] to act for the owner to arrange customs clearance and coordinate the delivery on their behalf, you are not the shipper/consignee/owner of the cargo and therefore are not as an entity liable for the consignment or additional shipping charges (e.g., demurrage, detention, port storage, port fees, etc). You should state that onward transmission of the consignment is frustrated because, in the absence of the shipper/consignee, you are unable to complete customs clearance formalities and or unable to collect and settle additional shipping charges due to absence and or refusal of the shipper/consignee/owner. Even if you pay such charges as agent, state that liability remains at all times with the owner of the goods (e.g., shipper/consignee). Note however, the carrier is highly unlikely to accept your assertion that you are acting '*as agent only*' and will doubtless pursue you either as the freight forwarder and or because you are named on the Bill of Lading as the Notify Party, for liability of their incurred costs, in accordance with their Bill of Lading terms. Nevertheless, you should endeavour to establish your position '*as agent only*' early on; this could be helpful in case of legal proceedings.
- d) If, due to the absence or refusal of the owner of the goods and or absence of an acceptable customs declaration, you are unable to arrange customs clearance (i.e., goods in free circulation), you won't be able to secure release of the consignment from the port customs zone (even if you have settled or are willing to settle any outstanding additional shipping charges as agent, to obtain the release order from the carrier). The likely course of action open to you is to apply formally to the customs authority to treat the consignment as abandoned with a view to disposal of the goods under customs authority, i.e., sale by auction, donation to charity or destruction. Keep in mind the local minimum time period that must usually elapse before customs are likely to agree the shipment as 'abandoned'.

- e) If you have already secured customs clearance or are able to clear the goods without the owner (i.e., goods are in free circulation), then customs will usually have no further interest in the consignment, or its disposal provided the consignment is removed from the port within any (local) time limit imposed by customs. You will need to negotiate with the carrier, to try and persuade them to offer favourable/discounted terms to release the consignment for disposal. Favourable terms of release by the carrier is however, highly likely to be refused; they are more likely to take the line that you, as either freight forwarder and or notify party, are contractually liable for additional shipping charges. Remember too, these charges continue to accrue.
- f) 'Walking away' from the consignment (if you are NOT the named freight forwarder and or B/L notify party) might be an option, by telling the carrier that you have no interest or liability in connection with the shipment. If you consider this course of action, you are strongly advised to seek professional legal advice first, to ensure you are not contractually bound, either to the carrier for the consignment and additional charges in question, or indeed, to your Principal. 'Walking away' may cause you to breach your contract with your Principal; ill-advised especially if your Principal has not refused ongoing dialogue. Non-payment to the carrier of contractually incurred outstanding shipping charges is highly likely to affect your long-term business with them; for example, they could issue legal proceedings against you, and or withhold further unrelated consignments and or Bills of Lading from you until your account is paid in full, severely impacting your ability to go about your normal business with that carrier. Even if you choose to avoid trading with the carrier in future, you will almost certainly be impacted when other imports are consigned to you via that carrier.
- g) In the event that the customs authority declares the cargo as abandoned, you should issue a final notice to your Principal, clearly stating the steps to realise disposal, the effective date of abandonment, timing, and method(s) of disposal open to customs, e.g., sale by auction, charitable donation, destruction etc. It is advisable to secure written acknowledgement [of the abandonment] from your Principal, and if possible, directly from the owner of the goods, preferably including their acknowledged responsibility for all accrued costs.

7. What are the methods for disposing of abandoned goods?

- 1) The method of disposing of abandoned cargo by customs will largely depend on the norm in the applicable country; the most common methods include:
 - Auction
 - Charitable donation
 - Destruction
 - Return consignment to origin
- 2) If disposal by auction fails, customs may give permission to the shipping line or freight forwarder to destroy the goods, under customs supervision. Exceptionally, permission might be given to donate goods to a charitable cause. If any money is made resulting from the disposal, this is normally used to settle the expenses of the concerned parties, i.e., towards costs for arranging the auction sale, transport, demurrage, storage, customs duties etc. Any surplus money after meeting these expenses is returned to the owner. If the proceeds of disposal are insufficient to meet the expenses, the mover may claim the balance from the owner. It is worth noting that abandonment of cargo is not always unintentional. Occasionally, some unscrupulous people

change their mind after the shipment is despatched, deciding they no longer want the goods; they may try to rid themselves of usually low-value or worthless 'junk' when faced with unexpected additional shipping charges and refuse or abandon the consignment, leaving the mover to sort out the ensuing mess.

- 3) Returning the consignment to origin might be an option. If the customs authority where the consignment is stuck approve release of the (uncleared) goods or otherwise give permission to re-export the consignment (to place of origin), you must, before arranging to return the consignment, consider all the extraneous costs incurred including return freight costs, which you will be required to settle first. The origin agent who consigned the shipment to your care must be consulted to establish if the consignment can be customs cleared as a returning shipment without involvement of the owner of the goods. You must satisfy yourself that the booker will take responsibility for the returned consignment and will approve and settle your costs.

F. Accessorial services

1. Accessorial service is a supplemental or special service provided in addition to the standard contracted service
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 agent's 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).

G. Supply of removal staff (and equipment) as help for packing, loading and unloading/unpacking

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 as defined in this document. 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.
2. Removal staff supplied as labour assistance will work under the direction and supervision of the requesting agent (and requesting agent's on-site supervisor or contractor).
3. The requesting agent 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.
4. It is the requesting agent's responsibility to describe in their 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.
5. It is the supplying agent's responsibility to respond to the requesting agent with their price and terms including cancellation terms if any, together with any variation to the number of staff, start/finish times, or equipment requested.
6. The supplying agent must provide uniformed and applicably trained and or licensed operative staff.
7. Where the requesting agent is not to be represented at the residence (either with own operative staff or their appointed contractor) for which 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.

H. Invoicing, Payment Terms & Cancellation or Postponement Charges

H.1. Invoicing

Unless otherwise agreed in writing,

1. Origin and or destination agent invoices (for contracted services and authorised expenses) must be issued and sent to the booker no later than 30 days after the completion date of the contracted service(s) performed ²⁵.
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:
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 their client), it is the booker's responsibility to inform the applicable agent in writing with their 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 their explanation and alternative invoicing timeline proposal, if applicable.
4. Invoice(s) must be accompanied by the receipted (signed by the transferee) Packing List ²⁶ and Work Order and or Delivery Receipt, unless these documents have previously been submitted (See [C 3.3/18](#)).
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.
6. It is the booker's responsibility to specify in writing with their 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, they must immediately reply, either (a) describing the alternative form of back-up document, receipt or evidence that they are able to provide, or (b) provide a valid reason why they will be unable to provide the requested documentary back-up.
7. Invoices must be rendered in the same currency as the applicable quote or tariff.
8. If the shipment goes into storage and remains in storage for longer than 30 days, the origin/destination agent may bill the booker for the services performed from arrival point to the warehouse, including ongoing storage charges. The balance will be invoiced at the time the shipment goes out of store.

²⁵ FAIM Requirement.

²⁶ FAIM Requirement.

H.2. Payment terms

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 30 days of receipt (of the invoice). This is regardless of any agreement that the booker may have with their customer on any other terms.
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); it is the (debtor) booker's obligation to ensure correct and full payment.

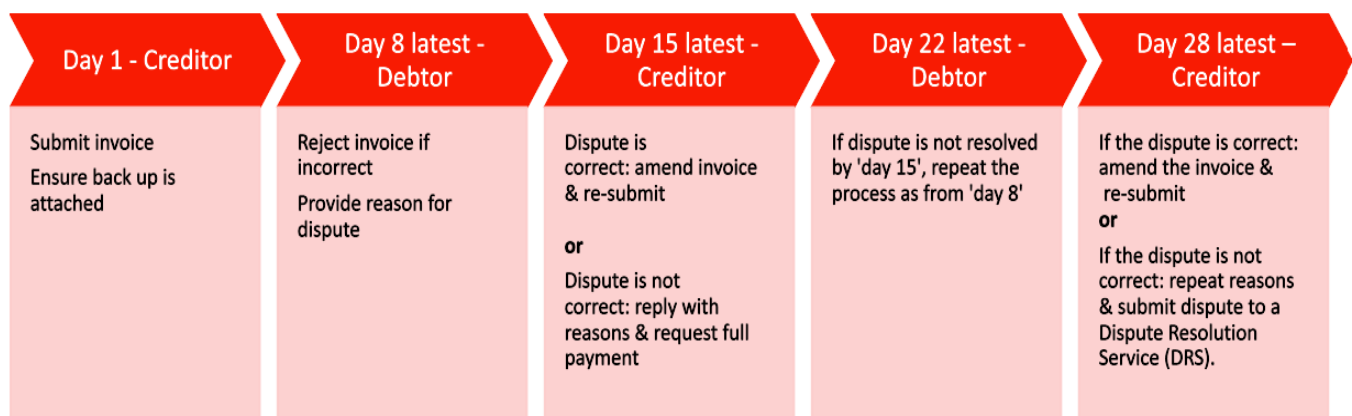
H.3. Cancellation or postponement charges

Unless otherwise agreed, in writing, between the parties:

1. If the booker, having issued authority (to the applicable origin and or destination agent) 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 at short notice, the origin and or destination agent contracted to handle the work may apply a cancellation charge to reflect their loss of non-recoverable expenses and wasted labour, for account of the booker, according to how much notice is given.
2. If the origin or destination agent accepts the booker's instructions in writing *committing to perform the origin or destination work at customer's residence on pre-agreed specified dates*, and subsequently arbitrarily cancels the booking 10 working days or less before the work was due to start, then the booker is entitled to compensation payable by the origin or destination agent, not exceeding 50% of the agreed origin or destination rate.
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 3 working days or less. This 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:
 - 1) 4 days (or more) notice: No cancellation charge;
 - 2) 3 days' notice: 30% of the given rate for origin or destination services;
 - 3) 2 days' notice: 40% of the given rate for origin or destination services;
 - 4) 1 day or less notice: 50% of the given rate for origin or destination services.
4. 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.

H.4. Disputing an invoice

1. A disputed invoice is an invoice issued by the service providing mover (the creditor) which the booker (debtor receiving the invoice) does not agree with and therefore refuses to pay. In some cases, the debtor may dispute the entire invoice, while in other cases, they may only take issue with certain charges. This section sets out best practise and timelines for disputing an invoice, and the resolution process.
2. Movers are encouraged to submit and resolve disputed invoices latest within 28 days of the invoice receipt date, regardless of payment terms established by the parties. This demands a disciplined process; the creditor (company issuing the invoice) must properly submit to the debtor (company responsible to pay the invoice) an accurate invoice reflecting the agreed charges. In turn, the debtor must check and verify the invoice promptly on receipt. If they have reason to dispute the invoice, they should do so latest within 8 days of invoice receipt date.
3. An invoice is properly submitted, when the creditor has presented (to the debtor) a correct invoice with required backup documentation²⁷ (when applicable). If other backup documents are required by the debtor, this condition must be agreed in writing between the parties prior to the work or service commencing. Where the required backup documents are not submitted until after the invoice submission date, the later submission date of the backup document(s) will count as the creditor's formal invoice submission date.
4. Disputed invoice process:
 - 1) Unless an alternative invoice dispute process has been agreed in advance by the parties the following process/timeline for disputing an invoice and resolution of the dispute is suggested:



- 2) Payment protocol
 - a) If dispute was justified and matter resolved, creditor should extend agreed payment due date by the number of days taken to resolve the matter.
 - b) If the dispute was not justified and matter closed, debtor should pay creditor's invoice by agreed payment due date.

²⁷ In accordance with FAIM requirements.

- 3) If the parties cannot resolve the dispute
 - a) Where the parties fail to resolve a properly disputed invoice latest within 28 days of the invoice submission date (i.e., despite a first and second attempt), the creditor should inform the debtor and refer the disputed invoice and detailed explanation of the matter to their respective trading associations as set out in section [J](#) – Resolution of Disputes. This does not prejudice either party's right to refer the invoice and matter to a dispute resolution service (DRS) at an earlier stage.

I. Claims Handling and Settlement; Loss or Damage

Prevention and Action

I.1. Insurance

For clarity, it is appropriate to differentiate the types of insurance ²⁸ referred to in this section, which may apply or be relied upon in response to a claim:

1. Marine/Transit/Cargo Insurance including general average and salvage charges (hereinafter referred to as marine/transit insurance). 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.
2. Extended Liability Program (hereinafter referred to as extended liability)
This is contractual liability insurance, also known as cargo liability or goods in transit insurance taken out by the mover, to protect their liabilities of loss or damage (to transferees goods) including general average and salvage charges, which upon written instruction by the transferee, the mover 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 offered to transferees by some movers instead of offering a marine/transit/cargo insurance option.
3. Contractual Liability Insurance
This is insurance, also known as cargo liability or goods in transit insurance, taken out by the remover, to protect their liabilities of loss or damage to transferees' goods, legal costs, consequential loss, and errors and omissions.
4. Public Liability Insurance
This is insurance taken out by the remover to protect their liabilities for claims by a transferee (or third party) awarded against them because of loss or damage to property, or injury caused by the remover.

²⁸ FAIM Requirement.

I.2. Claims Handling (cargo) and Settlement

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.
2. Where a claim notification or complaint is submitted by or on behalf of the transferee to or via the corresponding agent, 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).
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 transferees' own insurance arrangements, the booker shall continue to be responsible to the transferee for claim handling as stated under item [H.2-1](#) above.
4. The corresponding agent must provide basic assistance with claims handling to the booker, to enable the booker to fulfil their duties under [H.2-1](#) and [H.2-3](#) above.
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 corresponding agent and approved by the booker before the expense is incurred.
6. Obligation to mitigate loss. Notwithstanding item [H.2-5](#) above, the corresponding agent must, when appropriate, take reasonable measures to assist the transferee's legal obligation 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, [mould or mildew](#), infestation, perishable or dangerous goods and or other foreseeable risks.
7. Notification (to carriers) of intent to claim.²⁹ Where evidence of a loss or damage is established at time of delivery, which could be attributed to the carrier (e.g., shipping line, airline, road or rail transport operator, NVOCC or freight forwarder), it is the booker's responsibility (on behalf of the transferee and the insurer) to protect the insurer's subrogation rights against the carrier, as (and if) required by the insurer under the terms of the insurance policy. We recommend this is achieved by (1) the booker issuing a formal 'notice of intent to claim' letter to the carrier(s) involved in conveying the consignment from

²⁹ A principle of cargo insurance is to relieve the claimant of any need to pursue recovery (for loss or damage during the transit) from the party(s) responsible (for the loss or damage). Thus, after a claim has been settled (by the insurance company to the claimant) the insurance company acquires the claimant's right of recovery (subrogation right) and is then entitled to pursue the party(s) which they deem to be responsible (for the loss or damage) for recovery of their claim outlay.

In order to preserve subrogation rights, the cargo insurance policy requires that the insured party (usually the claimant) must take steps to ensure that rights of recovery against third parties are fully exercised and protected. Third parties are usually the carrier(s) of the goods, for example the shipping line, airline, rail or road-transport operator or the freight forwarder. It may be necessary to protect insurer's rights of recovery if more than one third party was involved. In practise, for household and personal consignments the insured party is typically represented by the booker, so it is the booker who should exercise insurers rights of recovery.

origin to destination within the established time limits, or (2) by prior agreement between the booker and his appointed destination agent, by the destination agent issuing such 'notice of intent to claim' to the local carrier(s) involved, on the booker's behalf. Either way, such written notification should generally be issued immediately following discovery of and or report of the loss or damage, and certainly within the applicable insurers time limits, or in the absence of clear time limits, within the following time limits set out in international trade law (e.g. International transport conventions):

- Shipping Line (including rail if part of freight contract): Hague Visby Rules stipulate within 3 days from the time of delivery.
- Airline: Warsaw and Montreal Convention's stipulate within 14 days from the time of delivery.
- Road/Rail: CMR ³⁰ and CIM Rules stipulate within 7 days from the time of delivery.

³⁰ CMR convention does not apply to furniture removals, but the time limit specified in CMR for an initial claim notification may reasonably be expected by the road carrier.

I.3.Claims Handling (public and or contractual liability, property damage) and Settlement

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 [H1-1](#) or [H1-2](#) above against the corresponding agent), is the responsibility of the booker because they hold the contract with the transferee/client ³¹.
2. Under H3-1 above, it follows that the corresponding agent 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 7 days.
3. If the corresponding agent denies responsibility for the loss or damage claim or complaint or endeavours to limit their liability under their contract trading conditions, they must set out their 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) their (the booker's) public and or contractual liability insurers.
4. It should be noted and understood by both the corresponding agent against whom the allegation is made, and the booker, who has 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 by the transferee against either or both agents.
5. If the corresponding agent accepts responsibility for the claim or complaint made against them, they must set out their proposed action plan to the booker to bring about a resolution, or, with the booker's agreement, they may set out their proposed action plan and resolution directly with the transferee.
6. For similar public liability complaints or claims alleged by a third party (i.e., not by the transferee or his agent) against the corresponding agent, the complaint or claim handling response to the third party is the responsibility of the corresponding 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 item [H3-2](#) applies.

³¹ The claim forms and claim procedure have to be provided to the transferee within 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 2 working days (FAIM Requirement).

I.4. Loss or Damage Prevention and Action (origin)

1. The origin mover's representative (the designated crew member) 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 ³² (in the presence of the other) by both the mover's representative and the transferee.

Recommendation:

- With the transferee permission, take digital photograph(s) of any property damage;
 - 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.
2. The origin agent's representative must prepare the residence prior to commencing work to ensure adequate protection of areas at risk (of property damage) such as but not limited to protective covering of carpet and other floor surface areas, exposed banisters, rails, wall areas and corners.
 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.

Recommendation:

- With the transferee permission, take digital photograph(s) of any pre-existing damage to items submitted for the move and notify the booker immediately.
4. Verify the cargo-worthiness of the conveying container (e.g., steel Container, truck, wooden liftvan, 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 the container, truck or case is damaged, wet or damp, contaminated (e.g. odour), and therefore not cargo-worthy.

5. Record the container/truck unit Seal Number (to be affixed to the sea-container or truck unit) if applicable; and record the unique serial number (of the seal) on the Bill of Lading or applicable alternative Transport Document.

Recommendation:

- Take digital photograph(s) showing both affixed seal number and container/truck unit number.
 - Use High Security ISO/PAS 17712 Seals.
6. The corresponding agent must send the signed (by transferee) inventory 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 ³³.

³² FAIM Requirement.

³³ FAIM Requirement.

I.5. Loss or Damage Prevention and Action (destination)

1. The destination agent's representative (the designated crew member) should conduct a pre and post-delivery 'walk through' inspection at destination residence with the transferee, noting (on the Work or Delivery Order) any evidence of pre-existing and or post-delivery property damage; the work/delivery order should subsequently be signed ³⁴ (in the presence of the other) by both the mover's representative and the transferee.

Recommendation:

- With the transferee's permission, take digital photograph(s) of any property damage;
 - 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.
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.

Recommendation:
 - Take digital photograph(s) of the affixed seal prior to removing it from the container/truck unit.
 - Report any seal discrepancy to the booker and shipping line agent or carrier immediately.
 3. Verify the cargo-worthiness of the container (e.g., steel 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.
 4. Prior to removing seal and unloading, record the external condition of the container, noting any apparent pre-existing damage, fault, rust, repairs; and,
 5. On completion of unloading, examine and record internal condition of the container to verify the clean, wind and watertight condition.

Recommendation:

- Take digital photograph(s) of damaged (or suspected damaged) container.
 - Report any discrepancy to the booker and shipping line agent or carrier immediately.
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.

Recommendation:
 - Use of a separate Checklist / Bingo sheet to check-off packages when transshipping via warehouse.
 - Take digital photograph(s) of apparently damaged packages, package number discrepancies.

7. Notify the booker immediately (in writing, transmitted by e-mail) when it is known that the transferee 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.

Recommendation:

³⁴ FAIM Requirement.

- If the corresponding agent offers additional information to the booker about the loss or damage, or the circumstances not noted specifically by the transferee, they should make this clear in the notification.
8. The corresponding agent must send the signed (receipted by transferee) 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.

J. Resolution of disputes

1. Disputes between the parties arising out of or in connection with the service(s) or action(s) by either party within the framework of their professional international moving and storage activities shall to the extent possible be settled amicably by negotiation between the parties within 30 days from the date of written notice by either party of the existence of such a dispute.
2. If the parties are unable to reach settlement within 30 days, either party should refer the dispute to their respective trading associations. If both parties are affiliated to FIDI, both parties must refer the dispute to FIDI subject to FIDI Dispute Resolution Scheme. FIDI will attempt help the parties to reach a compromise and mutually agreed outcome.

K. Responsiveness

1. All FIDI and non-FIDI affiliated movers operate in an increasingly time-driven environment where responsiveness is vitally important. Parties should always aim to reply to requests for information, status updates, rates (...) within 24 working hours. If it is not possible to provide the information within this period, then they should acknowledge the request and indicate when a reply will be forthcoming.