



## **THE FIDI PROFESSIONAL COOPERATION GUIDELINES**

**Edition 2016\_1.0**

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## **B. Scope and purpose**

1. The FIDI Professional Cooperation Guidelines set out herein shall apply for all international household moving services arranged between any two FIDI Affiliates (including all their FIDI and non FIDI branches and subsidiaries). FIDI Affiliates are encouraged to work with other FIDI Affiliates/affiliated branches wherever possible.
2. These guidelines are subordinate to the FIDI Statutes and the FAIM Quality Standard.
3. These guidelines are intended as a minimum Service Level which FIDI Affiliates <sup>1</sup>may expect from one another and cover the entire move process.
4. These guidelines do not restrict a FIDI Affiliate from concluding a separate written service agreement<sup>2</sup> or specification with another FIDI Affiliate provided that agreement or specification is properly incorporated by both parties; however, where separate agreements or specifications do not exist or do not adequately cover particular aspect(s) of Service Level set out herein, the FIDI Professional Cooperation Guidelines shall prevail.
5. These guidelines in conjunction with the FIDI Statutes and FAIM Quality Standard will form the basis for dispute resolution between Affiliates via the FIDI Arbitration Service.
6. The FIDI Professional Cooperation Guidelines will be reviewed at the start of each calendar year. Any edition of the document will be presented to the FIDI Associations at the Delegates Meeting.
7. The definitions of 'industry terms' referred to in this document can be consulted in the FIDI Glossary of Terms available on the FIDI website.

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<sup>1</sup> For the sake of this document the term 'FIDI Affiliate' refer to FIDI Affiliates and affiliated branches (FIDI Statutes).

<sup>2</sup> FIDI Affiliates interested in creating their own service agreement (SLA) are given the permission to use this document as well as the 'FIDI Compliance' document as models for their own SLA.

## **C. The Move Process**

### **C.1. Pre-move survey**

#### **C.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. The booker should also give the transferee the details of the origin agent that will perform the survey as well as describing any allowances or other relocation policy requirements that apply to the move.
2. The booker is responsible to give clear instructions in writing, to his nominated origin agent to arrange a pre-move survey.
3. The origin agent must reply to the booker's pre-move survey request within 1 working day (confirming acceptance<sup>3</sup> 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.
4. When a transferee cannot be contacted, the origin agent must inform the booker within 1 working day that he has been unable to arrange the survey, and keep booker informed of date and time of subsequent attempts to contact the transferee.
5. 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).
6. The origin agent is responsible to provide a physical survey inspection at the transferee's residence by a removals surveyor/estimator unless an alternative method to assess the transferee's move requirement has been agreed in advance between the booker and the origin agent (for example a telephone assessment or based on a transferee-provided list of goods).
7. 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.

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<sup>3</sup> See FAIM Standard.

8. 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 :
- Exceptional or unusual items requiring specialist handling, dismantling / reassembly, and/or crating;
  - Restricted access and parking.
- 15) Describe any [accessorial](#) and/or third-party specialist services required.
- 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<sup>4</sup> 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.

### **C.1.2. Submitting the pre-move survey result and quotation**

1. Quotation when a pre-move survey is requested<sup>5</sup>: 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.
2. Quotation<sup>6</sup> in response to an agent rate request (e.g., based on consignment specification supplied by the requesting agent): The origin agent will submit a response to any other rate enquiry from another agent within 2 working days, unless otherwise agreed and documented.
3. Provision of service quotation or rate: The origin agent must include all the [service elements](#) required to execute the appropriate packing, handling and removal of the consignment including documentation and, if applicable, including or specifying separately the origin inland delivery element to the place/port/airport/terminal of departure.
4. [Freight](#) transport service quotation or rate: When providing freight transport service, the origin agent must submit the applicable price or rate, specifying the method and route of transport, the port/airport/terminal/place of discharge, and the estimated transit time.

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<sup>4</sup> Constructed net weight is calculated by multiplying the estimated volume in cubic feet by a density factor (usually 6.5 or 7 lbs per cu ft) to arrive at a net weight to be used in rate calculations.

<sup>5</sup> See FAIM Standard.

<sup>6</sup> See FAIM Standard.

5. Identify origin port/airport/terminal handling charge(s) if applicable and state if included (or excluded) from either origin or freight rate.
6. Identify export customs clearance formalities, if applicable and state if included (or excluded) from either origin or freight rate.
7. Identify separate handling fee charged by the origin agent, if applicable, for advancing payment of additional expenses incurred for accessorial services and/or disbursements which are not otherwise included in the standard service elements.

### **C.1.3. Acceptance<sup>7</sup> of the pre-move survey result and quotation**

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

## **C.2. Origin service**

### **C.2.1. 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 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.

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<sup>7</sup> See FAIM Standard.



- 5) Supplying packing materials<sup>8</sup> and cartons, and if applicable, fit for purpose crates, lift-vans, cases and air-freight cases.
- 6) 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.
- 7) Dismantling furniture as specified by the origin agent in their service quotation or otherwise where required, provided such dismantling is within the competence of a removal crew.
- 8) Providing all necessary packing; the method of packing<sup>9</sup> shall be as described in the origin agents service quotation, or otherwise export packed, including marking or labelling the outside of each package, piece, carton or other type of container with a clearly visible sequential package number.
- 9) Preparing a descriptive packing List<sup>10</sup> (inventory) which corresponds to the number(s) marked on the packages, which on completion of packing must be signed<sup>11</sup> and dated by both origin agent's removal crew team leader and the transferee or his/her representative).
- 10) Positioning and/or supplying appropriate ISO container, vehicle, case, lift-van, or air-container at intended place of container loading or case-packing.
- 11) Ensuring ISO container, vehicle, case, lift-van or air-container is fit for purpose prior to loading and/or stowing the consignment. ISO containers provided by the ocean-carrier/shipping company or third-party vehicle for conveyance of the consignment must be inspected and certified by the origin agent as internally clean, dry, and wind/watertight - meaning free of any contamination, wet damage or dampness, physical damage, rust deterioration, holes and/or damaged or worn rubber door seals. Any ISO container or vehicle which does not satisfy these conditions must not be utilised by the origin agent.
- 12) Loading and stowing goods into suitable ISO container, vehicle, case, lift-van, or air-container.
- 13) Installing a bulkhead in ISO sea-container, if applicable.

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<sup>8</sup> See FAIM Standard.

<sup>9</sup> 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.

<sup>10</sup> See FAIM Standard.

<sup>11</sup> See FAIM Standard.

- 14) Where the use of timber is necessary or agreed, only treated and certified timber/wood products may be used (e.g. a visible ISPM 15 compliance stamp on the timber); this applies for any application involving wood e.g., crates, cases, lift-vans, packaging, including bulkheads and dunnage (e.g. wood used to load and secure cargo during transportation).
- 15) Providing individual gross and net weight(s) and external dimensions (of cases, lift-vans and/or air-containers) for case packed consignments.
- 16) Confirming final charges to booker:
  - The final net packed volume and constructed net weight must not exceed a tolerance of 10% against the estimate established by the surveyor during the [pre-move survey](#).
  - Where the final net volume and constructed<sup>12</sup> net weight is likely to exceed or has exceeded the original estimate, the origin agent's crew leader must (a) make the transferee aware, and (b) notify their (origin agent) line manager prior to completion of loading and sealing the container.
  - 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 section [In the event of a consignment overflow](#)).
  - The booker must advise the origin agent whether to proceed with the shipment as scheduled or to hold it pending further instructions.
  - When impossible to contact booker, the origin agent must perform services in the best interests of the booker.
- 17) Preparing export cargo documentation and if applicable, export cargo customs formalities.
- 18) Delivering consignment to the place/port/airport/terminal of departure.
- 19) Providing or arranging to provide the Verified Gross Mass of a sea-container in compliance with (worldwide) SOLAS regulations.

## C.2.2. 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<sup>13</sup> cover or equivalent extended liability cover for the consignment.

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<sup>12</sup> Constructed net weight is calculated by multiplying the estimated volume in cubic feet by a density factor (usually 6.5 or 7 lbs per cu.ft.) to arrive at a net weight to be used in rate calculations.

<sup>13</sup> See FAIM Standard.

- 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<sup>14</sup> 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.
- 15) Carrier's demurrage and/or container detention charges, and/or port/terminal and/or airport rent (storage) dues.

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<sup>14</sup> 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.2.3. 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 ISO container at the transferee's residence, an overflow situation typically arises towards the end of the loading process; it must be dealt with immediately since the transferee's residence will usually need to be cleared on that same day necessitating removal of the surplus goods, and the container, once loaded, will usually be sealed for direct transfer to the port or terminal of departure.

This means it may not always be possible to report an overflow to the booker with sufficient time for the booker to respond with instructions prior to the imminent completion of the work. In this situation the following procedure should be applied by the origin agent and their crew:

- 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 should also check that the overflow does not contain any part(s) or fittings which are separately packed but are otherwise a part of a priority item(s) in the main shipment.
- 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 his findings to the booker.
- 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.2.4. 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, he 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, he does 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 despatch 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. 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<sup>15</sup> 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.

### **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<sup>16</sup>, unless otherwise agreed and documented.
2. 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

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<sup>15</sup> See FAIM Standard.

<sup>16</sup> See FAIM Standard.

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.
- 4) Identify separate handling fee charged by the destination agent, if applicable, for uncrating, advancing payment of additional expenses incurred for [accessorial](#) services and/or disbursements including customs charges, demurrage (...), which are not otherwise included in the standard service elements.

### **C.3.2. 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) 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.
  - 2) Initial and ongoing contact with the transferee including confirmation (or re-confirmation) of the delivery timetable at least 1 working day prior to the scheduled delivery date.
  - 3) 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.
  - 4) Pay (if required) destination port/airport/terminal Handling, Service or Wharfage charge(s) including normally incurred ocean/air Carrier or NVOCC handover fees.
  - 5) Arrange the necessary vehicle parking authority/permit if applicable, but not including the parking authority/permit expense outlay.
  - 6) Collect and transfer the ISO container/consignment from port/airport/terminal of arrival to the notified delivery address and/or warehouse, as applicable.
  - 7) 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.

- 8) Provide sufficient number of professional experienced removal staff to unload the consignment at residence from the ISO container, vehicle, case or lift-van and carry the goods to inside the residence not above the first upper floor (ground floor +1).
- 9) 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.
- 10) Checking-off packing list at the time of delivery, noting any damages/exceptions on delivery paperwork, ensuring that the packing inventory is signed by the crew foreman and the customer.
- 11) 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.
- 12) 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.
- 13) Arrange return transfer of the carrier's empty ISO container, if applicable, to the appropriate container-yard or port.
- 14) The destination agent must send the signed delivery paperwork including the signed inventory sheet, to the booking agent within 5 working days<sup>17</sup> of the delivery.

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<sup>17</sup> See FAIM Standard.



### **C.3.3. 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 an ISO 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.

### **C.3.4. 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<sup>18</sup> by the client or transferee (if different) specifying that payment of the applicable charge or expense is to be made before delivery;
  - 6) The destination agent must specify if a separate fee for collecting or remitting a COD charge is to be applied.

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<sup>18</sup> See FAIM Standard.

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

## **C.4. Storage**

1. Where a booker contracts with a warehousing agent to store a transferee's consignment for the booker's account he does so as the authorised agent of the legal owner of the goods (or the legal owner's representative) and warrants that he has authority to sub-contract part or the whole of the storage of goods.
2. In any arrangement with a warehousing agent the booker shall require that the warehousing agent does not further delegate his contractual responsibilities without the prior written authority of the booker.

3. The booker remains contractually responsible to the legal owner of the goods (or the legal owner's representative) for the safe-keeping of the consignment at all times and retains power of authority on behalf of the transferee in respect of the consignment, to instruct the warehousing agent in all matters, unless or until he otherwise informs the warehousing agent in writing.
4. The warehousing agent is at all times responsible for the secure warehousing of the consignment; he may only accept instructions from the booker (for example in respect of related access, handling, handover and/or onward transmission of the consignment during or upon termination of storage), unless or until he is otherwise informed in writing by the booker.
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 always treated as being a quite 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 agents 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<sup>19</sup> 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 his rate and terms for storage and if applicable, terms of insurance cover whilst-in-store with the booker in writing (in advance, or within 10 days of receipt of goods if no prior notice of storage was received), and subsequently invoice and collect his charges from the booker.
  - 2) Keep the consignment safe in their professional mover's warehouse which must be dry, secure and adequately equipped and operated in accordance with the FAIM standard.
  - 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

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<sup>19</sup> See FAIM Standard.

- 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.
9. Storage charges in arrears and lien <sup>20</sup>:
- 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. He must not proceed to act on the transferee's or other party's instruction or request until written authority to do so has been given by the booker.
  - 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 his contractual responsibility for the storage consignment, he must inform

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<sup>20</sup> A lien is a right to keep possession of property belonging to another person until a debt owed by that person is discharged.

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 him, he must give notice in writing to the original booker, instructing him to remove the consignment from his warehouse, and to pay all charges due up to the date of removal.
- 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.
- 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 him by his client accumulating as a result of the debtor client's failure to make regular payments for applicable storage and related charges (having exhausted all reasonable attempts to properly trace the client if he has not responded to written communications to collect his arrears) and intends to exercise his right of lien on the consignment held by the (warehousing) agent to whom he has sub-contracted the storage, he must:
  - 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
  - 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 warehousing agent has arrears owed to him by the booker accumulating as a result of the debtor booker's failure to make regular payments for applicable storage and related charges (having exhausted all reasonable attempts to collect his monies from the booker including by referral to FIDI's Payment Protection Plan and/or FIDI's mediation and arbitration service, with resulting mediation or arbitration in favour of the warehousing agent) and intends to exercise his right of lien on the consignment, he may take the following alternative steps:
  - 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
  - If storage is to continue in-situ, notify the booker in writing of (warehousing agents) intention to apply to the booker's client and/or the transferee to

endeavour to secure payment of the due debt against the consignment, directly from that party<sup>21</sup>; and

- If the booker's client and/or the transferee is agreeable, offer a new contract of storage (and direct billing / payment arrangements on future storage service) to that party (in this case, the warehousing agent must terminate the original storage contract in force with the booker, in writing).

12) It is important for all parties to understand that where a booker representing the owner of the goods sub-contracts the storage consignment to the warehousing agent and fails to fulfil his contractual responsibilities to the warehousing agent, that warehousing agent does not have a clear legal right to sell or otherwise dispose of the storage goods to recover unpaid storage and related charges. For this reason, if the warehousing agent is faced with this course of action as a last resort, he is strongly advised to seek local professional legal advice in the jurisdiction in which the consignment is held before proceeding.

## **D. Mould and/or Mildew Contamination**

In the event of a mould and/or mildew (fungus) contaminated 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, 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.

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<sup>21</sup> If the warehousing agent is forced to apply to the booker's client or transferee to secure payment of overdue charges on the consignment, he should also inform the booker that he remains liable in full for the debt until and if the debt is paid in full by the client or transferee. If the debt is not recovered through this action, the warehouse agent reserves the right to seek recovery from the booker by other legal channels such as the Court or a Debt Collection agent.



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. 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 agents responsibility to submit an explanation of, quotation or rate, and request for authority to proceed, to the booker prior to offering and/or confirming to the transferee and/or commencing and/or contracting with a third-party to carry out the proposed accessorial service(s).

## **F. 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 his request to the supplying agent the scope and duration of work and minimum number of staff required, start and finish times, and any separate equipment or vehicles required.
5. It is the supplying agent's responsibility to respond to the requesting agent with his price and terms including cancellation terms if any, together with any variation to the number of staff, start/finish times, or equipment requested.
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 his 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.

## **G. Invoicing and Payment Terms**

### **G.1. Invoicing**

1. Unless otherwise agreed in writing, origin and/or destination agent invoices (for contracted services and authorised expenses) must be issued and sent to the booker no later than 30 days from the completion date of the contracted service(s) performed<sup>22</sup>.
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 his client), it is the booker's responsibility to inform the applicable agent in writing with his purchase order or similar written authority to proceed with the work; it follows that if the agent is unable to meet the booker's specified time limit for invoicing, it is the agent's responsibility to notify the booker by immediate return and prior to commencement of the work, with his explanation and alternative invoicing timeline proposal, if applicable.
4. Invoice(s) must be accompanied by the receipted (signed by the transferee) Packing List<sup>23</sup> and Work Order and/or Delivery Receipt, unless these documents have previously been submitted.
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 his purchase order or similar written authority to proceed with the work, any conditional requirement for third-party back-up documents, receipts, evidence (...) needed to approve payment; it follows that if the agent is unable to provide the back-up document, receipt or evidence in the form requested, he must immediately reply, either (a) describing the alternative form of back-up document, receipt or evidence that he is able to provide, or (b) provide a valid reason why he will be unable to provide the requested documentary back-up.
7. Invoices must be rendered in the same currency as the applicable quote or tariff.

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<sup>22</sup> See FAIM Standard.

<sup>23</sup> See FAIM Standard.

## **G.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).
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 (creditor) booker's obligation to ensure correct and full payment.

## **G.3. Cancellation or postponement charges**

Unless otherwise agreed 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 his loss of non-recoverable expenses and wasted labour, for account of the booker, according to how much notice is given.
2. Non-recoverable expenses for required services booked in advance and outlaid may be invoiced at cost; including (but not limited to) port fees; container hauling; vehicle hire; parking authority suspension; pre-ordered and supplied bespoke internal crates.
3. A cancellation charge for wasted labour may be applied if the period between the cancellation date and the scheduled start of the physical origin and/or destination work is three (3) working days<sup>24</sup> 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.

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<sup>24</sup> '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.

## **H. Claims Handling and Settlement; Loss or Damage Prevention and Action**

### **H.1. Insurance**

For clarity, it is appropriate to differentiate the types of insurance<sup>25</sup> 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 his 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 his 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 his liabilities for claims by a transferee (or third-party) awarded against him because of loss or damage to property, or injury caused by the remover.

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<sup>25</sup> See FAIM Standard.

## **H.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 booking agent, to enable the booker to fulfil his 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. Notice of intent to claim. Where a loss or damage is established, unless otherwise instructed by the booker or insurers, the corresponding agent should protect the insurer's subrogation rights by issuing a formal 'notice of intent to claim' letter to the last carrier (usually the local office of the shipping line, airline, road or rail carrier ...) on behalf of the transferee and his insurers. This should be done immediately following discovery of the loss or damage (and certainly within 7 days). A copy of this notice of intent to claim letter and any response must be forwarded to the booker without delay.

### **H.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 he holds the contract with the transferee/client<sup>26</sup>.
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 his liability under his contract trading conditions, he must set out his reasons to the booker clearly and in a manner which will enable the booker to pass on the response to (a) the transferee, and (b) his (the booker's) public and/or contractual liability insurers.
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 him, he must set out his proposed action plan to the booker to bring about a resolution, or, with the booker's agreement, he may set out his proposed action plan and resolution directly with the transferee.
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.

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<sup>26</sup> The claim forms and claim procedure has 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 (see FAIM Standard).

## **H.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<sup>27</sup> (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 ISO 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<sup>28</sup>.

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<sup>27</sup> See FAIM Standard.

<sup>28</sup> See FAIM Standard.



## **H.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<sup>29</sup> (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 ISO container, truck, wooden liftvan or case and/or air-freight tri-wall case and/or airline container) at the point it comes into your care.
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.

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<sup>29</sup> See FAIM Standard.

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:

- If the corresponding agent offers additional information to the booker about the loss or damage, or the circumstances not noted specifically by the transferee, he 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.

## **I. Resolution of disputes**

1. These guidelines in conjunction with the Statutes and FAIM Quality Standard will form the basis for dispute resolution between Affiliates via the FIDI Arbitration process. Dispute resolution has two possible stages; mediation and arbitration. Mediation is a first step process by which FIDI will help the parties to reach a compromise and mutually agreed outcome. Arbitration is a process which usually follows an unsuccessful mediation, by which FIDI, as arbitrator, will determine the outcome of the dispute which is binding.
2. Disputes between Affiliates 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.
3. If the parties are unable to reach settlement within 30 days, either party may refer the dispute to FIDI for mediation or arbitration subject to FIDI's arbitration process policy and conditions. FIDI will attempt help the parties to reach a compromise and mutually agreed outcome.

## **J. Responsiveness<sup>30</sup>**

1. All FIDI affiliates operate in an increasingly time-driven environment where responsiveness is vitally important. Affiliates 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.

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<sup>30</sup> Additional responsiveness requirements are provided under the other sections of this document. The responsiveness requirements as listed in the FAIM Standard have to be complied with.