

A Guide to Dealing With Personal Effects



Arguably the largest number of complaints BIFA receives against its Members come from individual members of the public who are shipping their personal effects.

Few things are more stressful for people than moving house, or their belongings, from one place to another. Such customers need greater care and attention than regular, commercial customers.

Decide on your Company Policy

Handling personal effects consignments requires an understanding of the customer's needs and of their limited knowledge. Information must be provided in a clear and transparent way by staff who are experienced, who have good communication skills, and who do not use unintelligible industry jargon.

A company that feels it cannot deliver this type of service may decide that it does not wish to handle such consignments. Be clear about this and decide what your policy is, ensuring you inform your staff.

Training

Staff dealing with members of the public may need extra training in order to recognise their needs. Provide a checklist for staff to ensure that, when speaking to the customer, they ask all the questions necessary to identify the level and scope of the service required. Refrain from using jargon. A bill of lading may be jargon to many customers. Be prepared to spend time talking to the customer to explain the procedures and processes their belongings will have to go through before they can be delivered at destination.

Quotations

Provide your customer with a written quotation – without fail. A properly prepared quotation can eliminate uncertainty and may help to avoid claims, complaints, and correspondence at a later date. Make sure the quotation provides clear details of what is included, and, more importantly, what is not included. Services at destination, in particular, need to be covered, or excluded, in clear and unambiguous language.

Standard Trading Conditions

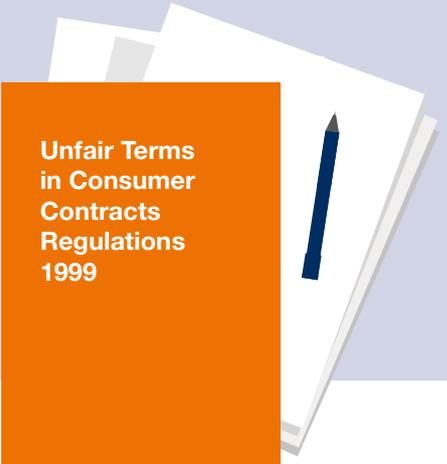
The 'Unfair Terms in Consumer Contracts Regulations 1999' Act provides that Standard Trading Conditions cannot be applied to a consumer in the same way as to a trading company. A consumer is any natural person who in contracts covered by this act is acting for purposes that are outside his trade, business or profession.

A company will normally be expected to have some basic commercial knowledge; this cannot be assumed in the case of consumers. The Act states that a contractual term which has not been individually negotiated shall be

regarded as unfair if, contrary to the requirement of good faith, it causes significant imbalance in the parties' rights and obligations arising under the contract to the detriment of the consumer and that, even if specific terms have been so negotiated, if the rest of the contract is pre-written (ie. standard) it will be subject to the terms of this Act.

Therefore it is necessary to take great care in bringing your Conditions to the attention of the customer and ensuring they understand them and agree them individually.

Insurance and limitation of liability clauses are often of prime importance though if you wish to rely on all clauses you will have to ensure they are individually negotiated in advance of reaching agreement.



**Unfair Terms
in Consumer
Contracts
Regulations
1999**

Insurance

Most members of the public will assume that whilst their goods are in your possession you are totally responsible for them, and will reimburse them for loss or damage. Make sure that every customer is told that this is not the case, and that insurance is not only recommended, but essential. It might be prudent to insist that you will not handle the consignment unless the goods are insured, or unless the customer signs a waiver agreeing to shipment without insurance.

Customers who pack goods themselves may find that the insurance policy has limitations: for example, exclusion of partial loss or damage. Draw this to the customer's attention if relevant. If undertaking insurance on behalf of the customer, issue an insurance certificate with other relevant documentation, which includes an address to contact at destination for the settlement of possible claims.

Routing and Transit

Do not give the customer false expectations about transit times. They may not understand that some routings and destinations are difficult to reach, or are subject to elements outside your control. Always explain this where appropriate. If delivery dates cannot be predicted, tell the customer this, in advance.

Goods which are being consolidated to certain destinations are often the subject of delays whilst other consignments are being accumulated. If this means departure is unpredictable, say so.

Packing

When packaging goods at the customer's own home, ensure that a full inventory is compiled and agreed with the customer. Obtain a signature. Have a procedure for documenting any subsequent amendments.

When receiving unpacked goods at your own premises for packing, sign a mutually-agreed inventory.

Documents

Document every element of the service you provide and confirm telephone discussions in writing. In the absence of written instructions from the customer, confirm your own understanding of their verbal instruction, using fax or email to report all conversations. When issuing documents to the customer, provide a written explanation of their use and applications.

Provide the customer with a personalised checklist to prompt questions and actions which might otherwise be overlooked.

Imports

Discourage unsolicited consignments from your overseas partners. Make sure you have a written agreement with them about information they provide to the customer at origin. Include, in your instructions to your agent, a requirement for advance warning of impending arrival. Write to the receiver and provide a full explanation of Customs clearance examination of goods and the consequence of delay. Explain what additional documentation you will require, and when. Follow up this contact, if no reply has been received, to enable you to clear goods immediately on arrival.

Most members of the public will assume that whilst their goods are in your possession you are totally responsible for them, and will reimburse them for loss or damage.



These are intended as guidelines for Members, and may seem extensive and time-consuming. Disagreement and conflict, however, cost a great deal of time, money and aggravation. By following these basic principles you will avoid conflict in the majority of cases, and save money. A company not prepared to go to these lengths may be better off declining to handle this type of business.