



Service Level Agreement



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#### 1. Overview

This Agreement applies to <u>international and domestic household goods moves</u> entrusted to the care of Clockwork Removals and service partners. These standards should be considered our minimum acceptable service levels and should not be interpreted as a compromise to higher or superior services routinely performed. Please review this document carefully and sign and date the pages for sections 5, 10 & 11.

### 2. Goals and Objectives

The purpose of this Service Level Agreement (SLA) is for us to better meet our customers' expectations by specifying exactly what we expect from you as a service provider in below areas. The goal of this agreement is to obtain mutual agreement on the standard of moving services provided. The objectives of this agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities;
- Present a clear, concise and measurable description of service provision to customers
- Match perceptions of expected service provision with actual move management support and operational service.

#### 3. Commitment to the agreement

When signing this SLA you agree to meet the requirements of this agreement and ensure the content is communicated to your staff and service providers. The standard is directed to the people who are actually performing services at origin, destination or a move management level where one of the members of the Clockwork Removals Team is the booker.

## 4. Compliance, business licenses and insurance

We require you to operate as a licensed company meeting local legal requirements, rules and industry standards (equal or exceeding FIDI FAIM) as necessary. Also you agree to maintain all necessary insurance coverage and limits in accordance with your local business laws and regulations including, but not limited to: General liability coverage, warehouse insurance and public liability coverage. All your vehicles and equipment should meet local legal requirements, safety laws and driving specifications. Also you need to operate and meet local Health & Safety requirements in a way that is consistent with the Clockwork Removals' Health & Safety policy.

When signing this SLA you also comply with the Clockwork Removals anti-corruption and anti-bribery policy as well as the Data privacy & Data Protection Policy.



# 5. Data Privacy and Data Protection

During the moving process, the service provider receives personal and confidential information regarding the assignee and their family members.

We require you to ensure compliance with local legal provisions set out for data security and take suitable security measures to ensure data is secure. When signing this SLA:

- You must guarantee that customer personal data is kept strictly confidential and will not be sold, distributed or made available to third parties without our written consent and authority.
- You must have in place extensive precautionary measures including firewalls, anti-virus for the protection of email servers and operating systems.
- You must provide regular data-protection training to all relevant employees and regularly refresh this training.
- You are required to implement significant access controls in order to safeguard against data theft and access to information.
- You are expected to use adequate data backup procedures together with a Business Continuity Plan to prevent any risk of data loss.
- If there is suspicion of violation of the data protection, particularly in case of the loss of the data and unauthorised technical access or the theft of the data, you must inform Clockwork Removals immediately and take relevant action to prevent any future security breach.
- You must fully understand that if you violate relevant data privacy laws, you may be subject to both civil and criminal liabilities from either the injured party or a governmental agency where the Service Level Agreement violation occurred. You unconditionally agrees to indemnify and hold Clockwork Removals harmless if such legal action should be instituted against Clockwork Removals on the basis of your breach of any of the terms of this Agreement.

These requirements remain valid even if this contract is terminated or its staff leave the company of the service provider.



# 6. Quality, Health & Safety and Environment

QHSE are very important parts of our company policy. Therefore it is needed to keep in line with the below mentioned rules.

#### Quality

- We require you to operate on a quality standard equal or exceeding that of FIDI FAIM;
- You agree to provide a professional standard of service utilizing trained and competent people who are polite and courteous towards our customers;
- Any damages or customers complaints must be reported immediately to the move manager of the Clockwork Removals company;
- Clockwork Removals surveys customer satisfaction on all services provided to our customers.
   Under no circumstances you may use your own documentation or tools to receive feedback from one of our customers.
- In the Customer Satisfaction your work will also be surveyed.

### Health&Safety

- The service provider guarantees that he complies with all relevant health and safety regulations;
- Any accident or injury must be reported to the Clockwork Removals move manager immediately;
- All vehicles involved in a booked move from Clockwork Removals must comply with all local safely regulations, being adequately insured and have a professional appearance.

### Environment

- We encourage you and your subcontractors to critically look at your activities, and to apply
  best practices in order to prevent and reduce those activities which have an adverse effect on
  the environment
- We expect you to comply with all relevant (local) environmental legislation

## 7. Documentation / Payments / Invoicing

It is the service provider's responsibility to ensure that all documents requested by Clockwork Removals are properly completed and sent back to the Clockwork Removals move manager without delay. Failure to return proper completed and signed documents may jeopardize payment, or cause a delay in payment.



To conform to FAIM responsiveness standards, the service provider must respond within the following time frames:

Action	Response to	Time frame within
Receipt survey request	Move Manager	Within 12 hours
Setting up survey date	Move Manager	Within 1 working day
Survey report and pricing	Move Manager	Within 1 working day
Confirmation of packing	Move Manager	Within 1 working day
Packing documentation	Move Manager	Within 1 working day
Shipping documentation	Move Manager	Within 2 working days
Delivery documents	Move Manager	Within 2 working days
Problems, Complaints, damages or irregularities	Move Manager	Immediately

Clockwork Removals will pay all approved and due invoices within 30 days as per FIDI regulations. An invoice will be processed and approved only if all necessary documents have been correctly received.

We expect your final invoice and all necessary supporting documents immediately after the final delivery however not later than 2 weeks after the service has been rendered. Failure to provide suitable supporting documents may result in delay or reduction in payment.

## 8. Scope of Services

## a. Survey

- Surveys are initiated by Clockwork Removals' employee in writing where you will
  find all important information like policies, allowances etc. The receipt of this survey
  request must be confirmed in writing within 12 working hours;
- A physical pre-move survey will be scheduled with the assignee within 1 business day of order initiation, introducing themselves as the partner of Clockwork Removals;
- Agreed date, time and surveyor must be confirmed immediately;
- In case of delays, or trouble in reaching the assignee, or changes of date/time, the service provider must keep Clockwork Removals informed;
- The survey report is to be sent to Clockwork Removals within 1 working day of survey completion. The following details must be included:
  - Estimated volume of each shipment (net / gross weight)



- Description of bulky or unusual goods to be moved, access details, crates, handyman, possible storage, other additional services required and advised time lines
- Details of all expected charges.
- Surveys will be performed at no cost or the cost should be advised in advance and approved by the move manager of Clockwork Removals;
- A ± 10% degree of accuracy is required for all Clockwork Removals' pre-move surveys. Any difference over 10% will require approval by Clockwork Removals
- Clockwork Removals reserves the right to book the container directly with the shipping line.

### b. OriginServices

- Clockwork Removals will confirm the booking in writing to the service provider. The service provider will contact the client within 1 working day to set pack and load dates and confirm this with the move manager of Clockwork Removals;
- Service provider must inform their crew about all necessary details on volume, allowance, access, special items etc. The crew leader must speak English fluently;
- Crew leader and assignee inspect and check the property for existing damages. A walk through form is signed by crew and assignee; in case of damages photographs have to be taken;
- Floor and building protection material should be used as standard;
- Crew leader is responsible that all documentation is completed properly, environment is safe for all persons involved, all items are packed and that the loading address is left in a tidy condition;
- All items need to be export wrapped in new packing materials suitable for the mode of transport;
- Any wood items must comply with ISPM regulations;
- No 'Packed by Owner PBO' boxes are allowed;
- Any larger items for disassembly should be photographed beforehand;
- A parts box must be used for all screws, keys, connecting brackets, devices and small hardware items. This box should #1 on the packing list and loaded last;
- All items must be properly labelled; the packing list must be legible and in English language;
- All forms, pictures and signed inventory lists (signed by crew leader and assignee) must be sent to the move manager of Clockwork Removals within 1 working day after completion of the packing. A copy of the inventory list must be handed to the assignee;
- Volume allowances are not to be exceeded without written approval from the move manager of Clockwork Removals.



#### c. Transport

### **FCL** shipments

- Before packing all containers must be inspected inside and outside to ensure they are suitable for transport; if the container is not waterproof, is odorous or dusty / dirty, it cannot be used for transport and must be replaced. A C-TPAT 7 point inspection is advised.
- Content of the container must be properly loaded, blocked, braced and bulk headed. Floor loading is not permitted
- Digital photos must be made of the load before and after the bulkhead is placed. The amount of empty space in the container should be photographed;
- Where possible, the container must be loaded and sealed at the origin residence. High security bolt seals must be used and the seal number is noted together with the container number.
- The International Maritime Organization adopted mandatory amendments to the International Convention for the "Safety of Life at Sea" (SOLAS). The regulation requires the "shipper" of any sea freight container in the world to provide the container's gross verified weight (VGM). This global law prohibits any container being loaded on a vessel without a "verified "container weight. This will be your responsibility to comply with this regulation. For further information

http://www.imo.org/en/OurWork/Safety/Cargoes/Containers/Pages/Verification-ofthegrossmass.aspx.

#### LCL shipments

- Each liftvan must comply with ISPM 15 regulations; the stamp must be clearly visible;
- Liftvans must be in a good and stable condition;
- Bingo sheet should be used, showing which items are in which liftvan, in case more than one liftvan is used.

## Air shipments

- A weighting scale must be used at the residence to confirm with allowances
- Air shipments must be packed at optimum density
- Crew must be aware of items which cannot be shipped for airline safety reasons
- Final weights and measures should be sent to the move manager of Clockwork Removals within 2 working days after the collection date.

# d. DestinationServices

- All rate requests from Clockwork Removals are to be answered within 2 working days. These rates must include all charges involved with the required services;
- After receiving booking confirmation, the service provider must contact the assignee



### within 1 working day

- Service provider must provide the expected customs clearance date
- After the shipment has cleared customer, the service provider must confirm the delivery date and arrival time to both the assignee and Clockwork Removals. If any additional charges (demurrage, customs inspection etc.) is needed, this must be made known to Clockwork Removals for approval, before delivery is made
- Wherever possible, the container should be opened at the delivery address in the presence of the assignee
- Crew leader and assignee inspect and check the property for existing damage. A walk through form is signed by customer and assignee; in case of damages photographs have to be made
- Floor and building protection should be used as standard;
- The inventory list must be checked off as items are unloaded;
- The delivery service must include placing items in the respective rooms, unwrapping furniture, unpacking boxes and placing the content on flat surfaces, uncrating, simple assembly of beds, tables and other furniture, removal of all debris on the day of delivery
- Any additional services requested by the assignee must first be approved by Clockwork Removals;
- After delivery, the delivery paperwork (inventory lists signed by crew leader as well as assignee), must be sent to the move manager of Clockwork Removals within 2 working days after the delivery date.

## e. Storage

- Service provider must find and/or arrange for a secure storage site for permanent storage and temporary storage;
- All storage in transit items must be checked off the packing list or bingo sheet when unloaded. Any discrepancies or damages must be notified to the move manager of Clockwork Removals in writing, supported with digital photos, if possible;
- All long term storage (> 3 months) need to be fully export wrapped;
- Storage warehouses, containers and/or Liftvans need to be clean and secure.

### 9. Non-conformity

Clockwork Removals will share any SLA non-conformances with you on a timely basis, and formally during review meetings held during the year. Repeated service failures may result in Clockwork Removals restricting future work to the service provider and deducting from invoices submitted fair compensation.

Clockwork Removals reserves the right, upon reasonable notice, to check compliance with the requirements of the Service Level Agreement.



#### 10. ANTI BRIBERY AND CORRUPTION PRACTICES CONFIRMATION OF COMPLIANCE

Clockwork Removals adheres to the provisions of the United States Foreign Corruption Practices Act & the UK Bribery Act (2010). Clockwork Removals is also a signatory to the FIDI Anti-Bribery and Anti-Corruption Charter and we and The Code of Conduct contained with the FIDI ABC Charter is binding upon Clockwork Removals and is also applicable to the Agent. Clockwork Removals will not promote this type of action and it is forbidden to:

- Carry out any act of corruption.
- Take a bribe or bribe public or private officials.
- The commercial bribery and other corrupt activities taken for the benefit of economic enterprise
- The direct and indirect bribery through intermediaries (Use of external agents, consultants and other intermediaries in possible bribery schemes).
- Wrong presentation and concealment in the accounting records with respect to bribery and other improper acts.
- Receive or provide personal use travel, entertainment and gifts.
- Use or disclosure of unauthorized data from customers, suppliers or third parties.
- Use or disclose of confidential information from Clockwork Removals for its own benefit or for the benefit of others.
  - You undertake to:
- Comply with the legal regulation.
- Have adequate procedures to prevent bribery and corruption.
- Establish and maintain an adequate system of internal accounting controls.
- Use and treat all personal data according to the applicable legislation and current law confidentially and following our privacy notice
- Permit any required audits from third authorized parties.

We furthermore covenant and agree that in all undertakings pursuant to this Agreement, we will make no payments of money, or anything of value, nor will such be offered, promised or paid, directly or indirectly, to any foreign officials, political parties, party officials, candidates for public or political party office, or others to influence or attempt to influence the acts of such officials, political parties, party officials, or candidates in their official capacity or others.



### 11. ANTI TRUST PRACTICES CONFIRMATION OF COMPLIANCE

- Clockwork Removals is also a signatory to the FIDI Anti-Trust Charter. By agreeing and committing to The Code of Conduct contained with the FIDI ATC Charter Clockwork Removals and the Agent undertakes to:
- Never make direct or indirect (via third parties including agents, suppliers or customers)
   contact with an actual or potential competitor or other third party, the object of which is to engage in cartel behaviour.
- 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
- 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.
- 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.
- 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.
- Maintain independent judgment in pricing or selling of any products and/or services.
- 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.



# 11. Agreement

**Position in Company** 

The signature below indicates your understanding, agreement and intention to comply with these standards of performance and subsequent revisions within this Service Level Agreement.

This agreement will be valid until further notice.

This agreement will be valid and rather house.		
Should individual terms of this agreement be ineffective or incomplete, these terms and conditions shall remain in legal effect (severability clause)		
Full company name of service provider		
Date	Signature	
Printed Name		

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