



AMENDMENTS TO BIFA STANDARD TRADING CONDITIONS 2000b:

this document briefly outlines the changes made: see the new edition – 2005 – for the full text

- Additional wording to deal with issues of drawing the customer's attention to identified clauses and the *Insurance Mediation Directive* at the beginning
- Extended definition clause to add definitions for Consignee, Direct Representative, Goods, SDR, and Transport Unit.
- **Clause 2(B)** extended to cover regulations and directives in the reference to legislation
- **Clause 7** becomes clause 4(B) and the word "reasonable" is removed and the liberty is extended to anything done in the course of business undertaken subject to the terms and conditions.
- The structure of **clause 5** has been refined.
- The structure of **clause 6** (which has become 6(A)) has been refined.
- **Clause 4(B)** has become 6(B) and the structure has been refined.
- There is a new clause 7 dealing with how the forwarder deals with HM Revenue & Customs.
- **Clause 8** dealing with liens has been restructured to make it clearer and easier to follow. The reference to the time limit has been emboldened as have all references to time limits throughout. The right to deal with the goods (as well and to sell or dispose of them) has been added.
- The structure of **clause 10(A)** has been refined.
- The right to deal with the goods has been added to clause 10(B).
- **Clause 10(B)(i)** has been slightly altered to allow for action concerning the goods after at least 28 days rather than on 28 days notice to enable flexibility.
- The structure of **clause 11(B)** has been refined.
- **Clauses 12 and 22** have been merged and refined.
- The structure of **clause 13** has been refined.
- The structure of **clause 14** has been enhanced to bring in a wider definition of goods that need prior agreement for acceptance by the forwarder.
- The structure of **clause 15** has been refined.
- The structure of **clause 16** has been refined.
- The structure of **clause 17** has been both enhanced and refined
- The structure of **clause 18** has been refined.
- **Clause 20** has been altered slightly in that it is a matter for the court as to what is reasonable and one cannot indemnify unless and until liability is found, so the reference to the possibility of liability has been removed and sub-clause (C) has been amplified to allow for claims costs and demands together or in the alternative.
- The structure of **clause 21** has been refined and altered to rely on the statutory interest available under the 1998 Act.
- The structure of **clause 25** (new clause 24) has been refined.
- **Clause 26** (new clause 24) has been amplified to give greater clarity.
- The structure of **clause 27** (new clause 26) has been refined and amplified to deal with continuing errors and omissions at clause 27 (now clause 26) (A)(iii). Clause 27 (now 26) (D) has been amended to deal with the possibility of forwarders providing enhanced cover for their goods without registering with the Financial Services Authority although this is liability cover and not cargo cover.
- The wording in **clause 28** (new clause 27) has been slightly refined.