

ShipSparesFreight247.com

Ship Spares Freight 247 Charter & Code of Conduct

1 DEFINITIONS

The name of the organisation is Ship Spares Freight 247 network, hereinafter referred to as SSF:

- a) Members – fully paid up members of the group;
- b) AC – Annual Conference;
- c) Principals – founders and owners (Distinct Services (GS) Ltd)

2 AIMS AND OBJECTIVES

The objectives of the SSF are as follows:

- a) To recruit and represent international freight companies which satisfy the criteria determined by the SSF principals are outlined on the website, in particular with reference to capability to handle time sensitive shipments.
- b) To promote and develop business opportunities for the mutual benefit of the SSF members;
- c) To provide clients with efficient and effective services;
- d) To build a comprehensive and global multimodal network represented by actual offices in each city operated by the members.
- e) The Principals reserve the right to redefine agreed territories any time should they consider the member lacks commitment, or in the opinion of the Principals the network will be better served by having another member who have an operational office in that location.

3 MEMBERS COMPLIANCE RULES

- 3.1 The SSF will consist of fully paid up members who satisfy the membership criteria;
- 3.2 Members of the SSF must be privately owned companies, partnerships or corporations, involved in the freight forwarding industry;
- 3.3 Membership entitles each member to exclusive representation of the SSF within a city, location, state or an assigned area in which the member is resident and conducts business;
- 3.4 Members may only represent areas where the office is wholly owned or operated by them;
- 3.5 SSF members may not promote an office in any area where an SSF member already exists;
- 3.6 Upon joining, members must commit to adopting the SSF logo onto their stationery and promotional material, within a reasonable time;
- 3.7 All new members must attend the Annual Conference (AC) within the first year of joining. Failure to do so may result in expulsion;
- 3.8 Members may belong to other networks which do not operate on an exclusive representation basis, unless they are already members at the date of joining the SSF.
- 3.9 A Members area of representation may be redefined at any time if considered beneficial by the Principals to the Group as a whole but primarily on the basis that they do not have an operational office already in the specific location in question (see also 2.e)

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4 FEES

- 4.1 Annual and joining fees will be set by the Principals:
- 4.2 **Annual Fee**
An Annual Membership (or subscription) Fee, will cover one full year from month of payment, which is payable by each member on receipt of the respective invoice, unless otherwise agreed;
- 4.3 Non payment or late payment of the fees will result in an immediate cancellation of the membership, at the discretion of the Principals.

5 DISCIPLINARY PROCEDURES

An SSF member shall cease to be a member of the SSF if:

- a) The member gives notice of resignation in writing to the Principals or
- b) The member is expelled due to non-compliance with this charter or
- c) The Principals consider that the Member is not able to perform fully all the functions and operations required to satisfy other SSF members, or that they are not demonstrating the commitment required to meet members' needs;
- d) The Principals will advise the member of the decision in writing via mail, facsimile or email of a decision to expel. There will be no right of appeal;
- e) On expulsion of a member under these rules, all money paid to the SSF by the expelled member remains the property of SSF.

6 ANNUAL CONFERENCE

- 6.1 An Annual Conference of SSF members must be held every year and this meeting is to be called the Annual Conference or Annual Meeting (AC/AM);
- 6.2 The Principals must decide the date and place as well as the duration of the AC;
- 6.3 The purpose of the Annual Conference will be to:
 - a. discuss progress within the SSF towards achieving its objectives;
 - b. receive presentations from new members;
 - c. ensure members meet face to face in a structured meeting environment.
- 6.4 Each member must nominate at least one representative of executive level to attend the AC. Failure to attend an AC without a written explanation for reason of urgent necessity is considered an infringement of this SSF Charter and Code of Conduct and thus may be a reason for expulsion from the SSF. Failure to attend two consecutive AC's may result in the automatic expulsion of the member concerned (subject to the discretion of the Principals). Failure to attend the first AC after joining may also result in expulsion;
- 6.5 The AC will be chaired by a member of the Principals.

7 LAW

In case of any legal dispute, the Laws of England will apply.

- 7.1 The SSFfreight247 network is wholly owned by Distinct Services (GS) Ltd.

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8 CODE OF CONDUCT

- 8.1 Members are to communicate efficiently and promptly within a maximum of 24 hours, irrespective whether this concerns operations, sales leads, financial matters, management decisions or any other business;
- 8.2 Members agree to exchange only net charges and rates to other members if and when they are asked to quote on traffic;
- 8.3 Members must mutually agree the rules for breakbulk fees and profit margins among themselves;
- 8.4 Payment terms must not exceed 30 days from the end of the monthly statement(unless a prior agreement has been made between each member)
- 8.5 The Accounts Department from each member must send monthly statements to include the invoice number, invoice date and amount;
- 8.6 Members must offer all new traffic to other members within a period of twelve months upon becoming a member. Members are permitted to continue to handle "routed" traffic destined to, or originating from and generated by SSF members. The Executive may grant exclusions to this rule;
- 8.7 In case of dispute(s) between SSF members, each party must first make an all-out effort to resolve the dispute(s) among themselves. If no mutually acceptable decision can be reached, the SSF member or Applicant member may request assistance from the Executive;
- 8.8 Special instructions as set out in the Master (or house) Bill of Lading, Airway bill or any other written instructions must be followed strictly;
- 8.9 All members must service both air and sea freight, unless otherwise agreed depending on the level of members;
- 8.10 Airfreight charges should be prepaid on the Master Airway bill, unless the airline prints 'collect' charges at a lower mutually agreed rate;
- 8.11 Sea freight/ocean freight charges will always be prepaid wherever possible, unless mutually agreed in writing between the members;
- 8.12 Neither the SSF nor its Principals can be held responsible in case commercial and/or financial obligations are not met by SSF members;
- 8.13 SSF members should use the name and/or the logo of SSF on all printed matter/stationery, on all their buildings and vehicles, used by the member for the purpose of their business, or otherwise;
- 8.14 When a company ceases to be an SSF member, the company is no longer entitled to use the name of the SSF and/or the SSF logo and any reference to SSF thus has to be removed from printed matter/stationery, buildings/vehicles or otherwise. Failing to adhere to this proviso may result in legal proceedings against the company concerned;
- 8.15 Qualified sales leads should, where possible, be provided on a regular basis between members and contain full contact details and details of traffic in writing;
- 8.16 All members must have professional liability insurance, unless not possible;

- 8.17 When transferring money between companies, each member should keep their own bank charges;
- 8.18 Members will communicate with each other by one of the managed mail groups within the framework of SSFfreight247.com
- 8.19 Members will be given a unique password and username, this is confidential to the member and disclosure to a third party will trigger disciplinary procedures (Section 5)

9 PRINCIPALS

The SSF is wholly owned by Distinct Services (GS) Ltd and operates under UK law.