

After consultation with Members, BIFA has introduced a revised version of its Standard Trading Conditions (“STC”), to be known as the 2025 Edition. The 2025 Edition is available for use by BIFA Members, and with effect from 31st December 2025 shall be treated as the current edition of the BIFA STC.

This document explains the most significant differences between the 2025 Edition and 2021 Edition. This document does not constitute legal advice and does not identify every minor change.

BIFA members who wish to utilise the 2025 Edition of the STC must ensure that they are “incorporated” into their contracts with customers. This means advising customers about the new 2025 Edition.

Changes by Clause

Clause 1

The definitions have been alphabetically re-ordered, and “Conditions” and “Services” have been defined. These defined terms are reflected throughout the STC.

The definition of the “Customer” has been broadened to include “regardless of whether that Person is required to make payment to the Company”.

Clause 3

The wording has been simplified.

Clauses 4 and 5

These clauses have been reorganised, but the changes are not intended to alter the broad liberty of the BIFA member as to the basis on which it contracts and the manner of performance.

Clause 6

The language has been simplified, and the terms of the requirement to provide evidence of any contract entered as agent have been revised.

Clause 7

This clause provides the BIFA member’s authority for representing the Customer with HMRC. It has been expanded to make clear that the primary position is that a BIFA member is empowered to act as a direct Customs agent.

Where this is not legally permissible the BIFA member shall be authorised to act as an indirect Customs agent. The BIFA member is also empowered to appoint a sub-agent.

Clause 8

This clause provides the BIFA member with a general lien over goods and documents. Revisions have been made clarifying that the clause is applicable regardless of where the goods are located.

The notice period required to advise a Customer that goods may be sold has been reduced to 7 days.

Additions to clause 8(B) give a BIFA member an immediate right to sell or dispose of goods “where charges incurred to rent or storage are likely to exceed the likely sale value”.

Clause 9

A minor amendment is made, with the addition of “Whether acting as an agent or a principal” at the start of the sentence.

Clause 10

In clause 10(B)(i) where the Customer has failed to take delivery of goods the notice and time periods have been reduced. Where goods have been held awaiting delivery by the Member for a period of 14 days, the BIFA member can give 7 days’ notice that they intend to dispose of the goods.

Clause 10(B)(ii) is amended to specifically cover groupage loads. A BIFA member has the immediate right to deal with items in a groupage load which would otherwise delay the remainder of the groupage consignment.

Clause 11

The basic principles relating to insurance are unchanged, but the language has been simplified. The Customer must make a written request to insure the goods but the requirement for the BIFA member to accept that instruction in writing is removed. The right of the BIFA Member to receive a commission or arrangement fee is made clear.

Clauses 16

Clause 16 is new and clearly states the Customer’s obligations in relation to dangerous goods including their responsibility for those acting on their behalf, such as packers.

Clauses 17 and 18

The order of clauses 17 and 18 has been switched, to improve the flow.

Clause 18

Clause 18(A) has been revised to reflect the requirement that the Customer must supply the correct customs commodity codes.

Clause 18(B) was clause 18(A)(ii).

The new clause 18(F) reflects the growing tendency of BIFA members to provide assistance to their customers in customs formalities and similar. The Customer must provide full and accurate data and fulfil its statutory obligations.

The new clause 18(G) concerns Postponed VAT Accounting, introduced when the UK left the EU. The Customer warrants that they are entitled to use this regime and will comply with all regulatory processes.

Clause 18(H) is new and clearly states a Customer's obligations in relation to the provision of the correct valuation of goods and the documents that support such valuations.

Clause 18(I) is the last significant change in Clause 18. It highlights the customer's and owner's responsibilities to comply with sanctions and licencing regulations.

Clause 20

There have been some minor revisions to this clause, not intended to alter their substance.

Clause 21

There are revisions throughout this clause – the main changes are as follows:

Clause 21(A) has been revised to delete the original first sentence and set out the BIFA member's rights in relation to payment allocations.

Clause 21(B) sets out the BIFA member's right to vary or withdraw credit.

Clause 21(C) is in substance what was previously set out in 21(B).

Clause 21(D) contains new provisions dealing with invoice disputes.

Clause 22

This new clause combines the existing provisions in relation to general average and makes clear the Customer's obligations in relation to the provision of security where general average may be declared or salvage services are provided.

Clause 25

This clause has been revised, but the substance remains as before in that

unless "expressly agreed in writing" the BIFA Member has no liability for a failure to adhere to departure/delivery dates.

Clause 26

Revisions have been made to this clause, which deals with the BIFA member's liability for breaches. The limits have remained the same between 2021 and 2025 editions of the STC.

The clause has been simplified (in fact going back to something closer to what it was in much earlier editions of the STC). Claims will now fall either to (A)(i) or to (A)(ii).

Clause 26: amendments

26(A)(i) Addition of the words "including negligence" into the first line.

26(A)(ii) Some revisions to the language, but the limits remain as before.

26(A)(iii) This is a revised provision dealing with aggregation of claims arising from the same or similar breaches. The final paragraph of 26(A) has been slightly revised from the previous edition.

26(B) Minor revisions to reference the other provisions related to delay.

26(C) The clause dealing with what might often be labelled "consequential loss" has been expanded.

26(D) The final sentence has been added – essentially moved from the original clause 16.

Clause 27

This clause deals with time limits for notifying claims and bringing legal proceedings. Clause 27(A) has only been changed to reflect the use of the defined term "Services".

Clause 27(B) has been significantly revised. 27(B)(i) now prescribes the time bar applicable to claims for loss or damage to cargo, or mis-delivery or delay – legal proceedings must be commenced within 9 months

from delivery. It should be noted the date of delivery is determined with reference to 27(C).

27(B)(ii) prescribes the time bar that applies for all other claims, being 9 months from the Services. The period is extended by 6 months where it was not possible to meet the 9 month deadline due to a lack of knowledge of the matters giving rise to a claim.

Clause 28

BIFA will no longer have distinct STC for England & Wales, Scotland and Northern Ireland. There will be one version of the STC, to which English law shall apply. Where a BIFA member or a customer are based in Scotland or Northern Ireland then the courts of those countries shall also be competent courts for handling any disputes.

This change avoids the difficulty that arose out of BIFA members operating across the UK, and the uncertainty that could easily arise as to which edition of the STC would apply and when.

Clause 28(D) has been revised. The BIFA members' option to elect arbitration ends once court proceedings have been commenced.

By reference to 28(E) multiple disputes between the same parties may be brought in a single arbitration.

Disclaimer



This document is general industry guidance and does not constitute legal advice. It explains the most significant differences between the 2025 and 2021 editions of the BIFA Standard Trading Conditions (STC).

Members must read the full STC and seek the assistance of a suitably qualified solicitor if specific legal advice is required.