

MOVETHICS FAIR TRANSPORT STANDARD

v1.0

Public draft - measurable requirements derived from EETC Charter v3.0

This Standard converts Charter principles into practices that can be evidenced, scored and improved. It does not replace applicable law. A legal breach is not “balanced” by good practice elsewhere.

Domain	Requirement	Materiality	Rule
LAW	LAW-01 Mandatory law	Critical	Any practice or clause that conflicts with mandatory applicable law is outside the standard. National law may be stricter than EU baselines.
PAYMENT	PAY-01 Real payment clock	High	Measure from completed service / legal invoice eligibility to money received. >60 days is a red flag unless expressly agreed, lawful and not grossly unfair; mandatory national deadlines prevail.
PAYMENT	PAY-02 No artificial document gate	High	Original paper documents must not delay payment when legally valid electronic evidence is sufficient. Documentation proves performance; it should not manufacture financing time.
PAYMENT	PAY-03 Undisputed amounts remain payable	Critical	One disputed load or claim must not freeze unrelated, undisputed transport revenue.
WAITING	WAIT-01 Waiting outside carrier control	High	Arrival, start and release times should be measurable. Waiting

			beyond a reasonable operational tolerance requires a clear, accessible treatment and should not depend on upstream reimbursement.
PENALTIES	PEN-01 Prior disclosure	Critical	Material penalties must be disclosed before delivery and preferably before load acceptance. No retroactive penalty may be treated as a pre-agreed transport condition.
PENALTIES	PEN-02 Causality + evidence + proportionality	Critical	A penalty requires a specific trigger, evidence, actual attribution, proportionality and a real opportunity to challenge it.
PENALTIES	PEN-03 Separate claim settlement	High	Claims should have a separate reference/debit/claim document appropriate to the jurisdiction. They must not silently block or net unrelated invoices.
CAPACITY	CAP-01 Reciprocal commitment	High	Annual/weekly/daily reserved capacity requires volume, reservation fee, take-or-pay, cancellation protection or equivalent reciprocal safeguard.
PLANNING	PLAN-01 Reasonable notice	Medium	Plannable loads should normally be communicated at least 72 hours ahead. Shorter notice is an exception and refusal should not trigger automatic retaliation.
DISRUPTION	DIS-01 Replan before punish	High	Documented unavoidable disruption outside the carrier's control should trigger

			mitigation/replanning before penalty or cancellation.
HUMAN	HUM-01 Legal execution first	Critical	No KPI, slot or penalty may create pressure to breach driving/rest, safety, customs, labour or other mandatory rules.
HUMAN	HUM-02 Driver handling is visible work	High	If drivers load/unload, the task, means, safety, liability and legally applicable remuneration/working rules must be known before execution.
HUMAN	HUM-03 Safe overnight operation	High	If planning foreseeably requires overnight rest, secure parking and realistic rest conditions must be considered in the operating design.
SUBCONTRACTING	SUB-01 Final carrier known	Critical	The contracting chain must be able to identify the physical executing carrier before transport begins.
SUBCONTRACTING	SUB-02 No uncontrolled cascade	Critical	Further subcontracting requires prior authorisation or an agreed controlled mechanism. Re-listing an awarded load anonymously or without traceability is incompatible with the standard.
SUBCONTRACTING	SUB-03 Responsibility survives intermediation	High	Forwarders, 3PLs, 4PLs and lead carriers remain accountable for functions and risks they control. Intermediation must not erase responsibility.
PLATFORMS	PLAT-01 One traceable chain	High	Load exchanges/platforms should verify contracting entities and prevent unauthorised,

			untraceable re-listing of awarded loads.
VOICE	VOICE-01 Real right to refuse	High	Refusing an unsafe, unlawful, materially changed or commercially unacceptable operation must not automatically reduce future access to work.
SUSTAINABILITY	GREEN-01 Verified transition	Medium	Sustainability claims should be tied to actual low-emission execution or verified modal shift, not only asset purchase or infrastructure announcements.
SUSTAINABILITY	GREEN-02 Transparent green value sharing	Medium	Where a green premium or public support exists, the contract should show how the support/cost is allocated across the chain. MOVETHICS does not prescribe a universal price or percentage.
LOADING	LOAD-01 Responsibility follows actual control	High	Loading/unloading responsibility, packaging, securing tasks and equipment should follow who actually controls the activity, not automatic assumptions.
TRANSPARENCY	DATA-01 Unknown is a risk signal	Medium	If the buyer cannot identify the physical carrier, payment path, subcontracting depth or applicable labour rule, the uncertainty is recorded as a visibility gap, not treated as neutral.

Interpretation rules

Mandatory law always overrides the score.

Unknown information is a visibility gap.

Context (company size, subcontracted share, business model) is not misconduct.

Assessment must be scope-specific and evidence-based.

MOVETHICS never determines a “correct” transport price.

Legal anchors used in this draft

EU Late Payment Directive 2011/7/EU: 60 days as general B2B rule, longer only if expressly agreed and not grossly unfair.

Directive (EU) 2020/1057: driver posting rules; host-state remuneration applies when the driver is legally posted, not simply whenever a loading occurs.

Regulation (EU) 2020/1056 (eFTI): EU framework is moving freight information toward legally accepted electronic data.

2026 LMTG/TBER: EU State-aid framework supports rail, inland waterways and sustainable multimodal transport.