



**BCR**

Belgian Chamber  
of Removers

**GENERAL TERMS & CONDITIONS**  
**STORAGE/FURNITURE STORAGE**



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# GENERAL TERMS & CONDITIONS OF STORAGE/FURNITURE STORAGE BCR

**hereinafter**  
**THE 'BCR SAFEKEEPING TERMS & CONDITIONS'**

## **BUSINESS CUSTOMERS AND PRIVATE CUSTOMERS (CONSUMERS)**

These BCR Safekeeping Terms & Conditions apply to both business Customers and private Customers (Consumers). Private and business Customers are collectively referred to with the word "Custome / Depositor".

- If specific provisions apply to the private Customer, these are referred to with the word "CONSUMER". These specific provisions supplement or derogate from those applicable to the Customer, in which case these specific provisions shall prevail for the Consumer. These specific provisions marked "CONSUMER" shall **NEVER apply** to the Business Customer.

- If specific provisions only apply to the Business Customer, then the word 'Business' is added. These specific provisions **NEVER apply** to the CONSUMER.

If a Customer initially presents itself as a Consumer, but later indicates that the services provided are to be invoiced to a company with a VAT number, this Customer shall be regarded as a business Customer, who can no longer derive any rights from the position of Consumer.

## DEFINITIONS

### **THE CUSTOMER/THE DEPOSITOR:**

the purchaser, any (natural or legal) person who acts for himself (either for his/her private and/or social interests and/or professional purposes) or acts for, including but not limited to, a legal entity, de facto association, government agency or any other entity offering removal goods or other movable objects for storage;

### **THE CUSTOMER/THE DEPOSITOR:**

the purchaser who is not a Consumer;

### **THE CUSTOMER - CONSUMER/THE DEPOSITOR:**

the principal, any natural person who is acting for purposes which are outside his trade, business, craft, or profession and who is considered a Consumer in accordance with Book I, Title 1, Article I.1 2° of the Economic Code;

### **THE CUSTODIAN:**

the Contractor, approved by the BCR, who, on a professional basis, provides storage services for removal Goods and possible other movable Goods;

### **SME:**

any company that, at the time of application of these BCR Safekeeping Terms & Conditions, meets the criteria referred to in Article 1:24, § 1, of the Belgian Companies and Associations Code;

### **THE SAFEKEEPING AGREEMENT:**

the agreement by which the Custodian undertakes vis-à-vis the Customer to store the removal items and possibly other movable objects that the Customer has entrusted or shall entrust to him and to return them at the request of the Customer;

### **THE GOODS:**

all movable items which are the subject of the Safekeeping Agreement;

### **THE PLACE OF STORAGE:**

a clean and dry space and/or crate(s) suitable for the storage of removal Goods;

### **THE INVENTORY LIST:**

a list signed by the Custodian and the Depositor indicating the Goods or other movable objects given in storage;

### **THE BCR:**

a Belgian professional federation for Removers that strives for qualitative, correct, and professional removals, lift services, safekeeping, and Self - Storage services;

### **THE RATE:**

the rate of the Custodian in force at the time when the service to which this rate relates is performed.

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## ARTICLE 1 – APPLICABILITY OF THE BCR SAFEKEEPING TERMS & CONDITIONS

### 1.1 Applicability

All offers made by the Custodian, quotations submitted, agreements concluded and the execution thereof, including all (legal) acts performed within the framework thereof, are governed by these BCR Safekeeping Terms & Conditions. In the event of conflict between any provisions in the Storage Agreement and these BCR Safekeeping Terms & Conditions, that which is stated in the Storage Agreement shall prevail.

### 1.2 Acceptance BCR Safekeeping Terms & Conditions- Business Customer

These BCR Safekeeping Terms & Conditions are substantial for the performance of the agreement. Acceptance of these BCR Safekeeping Terms & Conditions implies also that the Depositor fully renounces the application of its own terms and conditions.

Remarks on the BCR Safekeeping Terms & Conditions or the transfer of other general conditions by the Depositor are arranged as follows:

- if this happens at the time of acceptance of the agreement or just before the start of the work, these will NOT be taken into account.

After all, where appropriate, there can be no question of effective cognizance and acceptance of the comments or the other general terms and conditions.

The agreement is therefore concluded with the BCR Safekeeping Terms & Conditions as attached to the Purchase Order Form/Quotation/Agreement.

- if these remarks/terms & conditions are submitted before the acceptance of the Purchase Order Form/Quotation/Agreement, a written response will be provided as soon as possible.

The parties undertake, within a reasonable period of time, taking into account the commencement of the work, to take the necessary steps to reach an agreement in good faith on the elements that may be under discussion.

Where appropriate, the agreement is concluded either in accordance with the between the parties negotiated conditions or without application of the by the Depositor formulated remarks or the incompatible provisions of the two sets of general conditions.

## ARTICLE 2 – SERVICES

### 2.1 Conclusion of the Safekeeping Agreement / Inventory

The Safekeeping Agreement shall take effect for the Depositor only when the Goods have actually arrived at its place of safekeeping or storage and an inventory, drawn up and signed by the Customer, has been approved and signed by the Custodian. The inventory shall form an integral part of the Safekeeping Agreement.

The Custodian expressly reserves the right to refuse to accept certain Goods for storage, without being obliged to explain the reason for refusal.

### **2.2 Contradictory inventory**

At the request of the Depositor, a contradictory inventory can be drawn up at the place where the Goods are located at the time of the agreement. In this case, the Depositor shall bear the costs.

### **2.3 Collection and delivery of Goods**

If the Depositor instructs the Custodian to transport its Goods to any location following the storage, the Custodian's obligation shall end at the exit of the place of storage and no objection may be raised on account of storage in accordance with article **8** from that point onwards. The obligations of the Custodian will from that moment on be governed by the "BCR Removal Terms & Conditions" or the "BCR Business Terms" if it concerns a removal order or by the provisions of the CMR if it concerns a transport order. All costs of transport or removal of the Goods to/from the place of storage and to/from the place of return shall be borne by the Depositor.

### **2.4 Collection and/or delivery by the Depositor**

If the Depositor himself carries out the transport of the Goods when entering and leaving the place of storage, the costs of loading, unloading, and placing shall be charged by the Custodian based on the company's rates. Payment of these services must be settled before the Goods leave the place of storage.

### **2.5 Handling of the Goods**

Any handling in the storage place may only be carried out by the Custodian. No third parties are allowed in the storage facility.

### **2.6 Access to the Goods**

If the Depositor wishes to have access to the place where the Goods are stored it shall contact the Custodian in advance. The Custodian shall accompany it to the place where its Goods are stored to take back (part of) the Goods or to have additional Goods stored. The inventory shall be updated as appropriate in accordance with the inventory requirements set out in articles **2(1)** and **2(2)**.

### **2.7 Conditions of Storage**

The Depositor expressly declares that he is aware of the actual circumstances in which the Custodian will carry out the safekeeping and storage of the Goods. The Depositor accepts that outside normal office hours the buildings in which the Goods are stored are not accessible and are fully locked. The Depositor accepts that this form of supervision is sufficient and does not require the Custodian to take any further security measures. Should the Depositor require additional surveillance, he must instruct the Custodian in writing.

## **ARTICLE 3 – RIGHT OF WITHDRAWAL - CONSUMER**

### **3.1 Remote/off-premises contracts**

In application and under the conditions of Book VI Market Practices & Consumer Protection of the Economic Law Code, the Consumer has the right to withdraw from remote/off-premises contracts for the provision of services without giving any reason within a period of fourteen (14) calendar days from the day on which the contract was concluded in accordance with article **3(3)**, unless the services were provided within this withdrawal period at the express request of the Consumer.

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For a safekeeping assignment that immediately follows a removal assignment (=equal to an extended removal assignment), the Consumer is not entitled to a right of withdrawal.

### **3.2 Exercising the right of withdrawal**

To exercise the right of withdrawal, the Consumer must inform the Custodian of his decision to withdraw from the agreement by an unequivocal statement, by post or e-mail. The Consumer may use the model withdrawal form but is not obliged to do so. To meet the withdrawal deadline, it is sufficient for the Consumer to send the communication concerning the exercise of the right of withdrawal before the withdrawal period has expired.

The risk and the burden of proof of the correct and timely exercise of the right of withdrawal shall lie with the Consumer.

### **3.3 Refund**

If the Consumer correctly withdraws from the contract in accordance with the conditions, the Consumer shall be refunded all payments made by him at that time without delay and in any case no later than fourteen (14) calendar days after the Custodian has been informed of the Consumer's decision to withdraw from the contract.

### **3.4 Proportionate compensation**

If the Consumer makes use of his right of withdrawal, all supplementary contracts are cancelled by operation of law. However, the Consumer must pay the Custodian a proportional amount for what has already been delivered at the time the Consumer notifies the Custodian that he exercises his right of withdrawal, compared to the full exercise of the contract.

### **3.5 Loss of right of withdrawal**

The Consumer loses his/her right of withdrawal when the Consumer expressly agrees to the performance of the service or when the service is performed at his/her request before the withdrawal period has expired and he/she furthermore acknowledges definitively losing his/her right of withdrawal as soon as the service is performed.

## **ARTICLE 4 – CANCELLATION OF THE AGREEMENT**

Without prejudice to the rights granted to the Consumer under article 3 concerning his right to withdraw from the contract under certain conditions and terms, the party that renounces the contract (prior to the agreed date of performance) shall be liable, by operation of law and without notice of default, to pay compensation equal to all the damage, losses, and costs (all inclusive and nothing excluded) suffered by the other party, yet no less than:

- 50% of the amount of one month's storage fee in the event of cancellation less than seven (7) calendar days but more than three (3) calendar days prior to the agreed date of performance.
- 75% of the amount of one month's storage fee in the event of cancellation less than three (3) calendar days but more than one (1) day prior to the agreed date of performance.
- 100% of the amount of one month's storage fee in the event of cancellation less than twenty-four (24) hours prior to the agreed date of performance.

The cancellation must be made in writing. The date of receipt of this letter is the date of cancellation.

### ARTICLE 5 – STORAGE FEE

#### 5.1 Safekeeping costs

The storage fee, i.e., the price for the storage, shall be determined in function of the volume of the Goods to be stored, the care that must be provided for these Goods according to the Safekeeping Agreement and the period of storage.

#### 5.2 VAT - Business Customer

If the Depositor is a Business Customer, Value Added Tax (VAT) is **NOT INCLUDED** in the storage fee.

#### 5.3 VAT - CONSUMER

If the Depositor is a Consumer, Value Added Tax (VAT), if due, is **INCLUDED** in the storage fee.

#### 5.4 Costs not included

The storage fee does NOT include:

- the rental of the crates and/or cardboard boxes provided by the Custodian, which shall be invoiced at the Custodian's rates.
- the costs of drawing up the inventory and of placing the Goods, which shall be invoiced according to the rate of the Custodian and communicated to the Customer in advance.
- the premiums for insuring all risks.
- the possible costs related to special cleaning and examination of Goods that have been in the storage of the Company for more than six (6) months; these will be invoiced according to the Company's rate.
- the statutory default interest and the liquidated damages for all sums not paid on their due date.

#### 5.5 Deposit

The Custodian reserves the right to request a deposit equal to a minimum of three (3) months' storage fee upon bringing in the Goods. The Custodian may recover all unpaid rents, fees and costs resulting from non-compliance with article 20 from this deposit. The Custodian shall not be obliged to do so.

If the Custodian deems it necessary to do so, the Custodian must supplement the deposit until the amount of the deposit corresponds to the initial deposit.

#### 5.6 Mode and frequency of invoicing

The Custodian shall agree with the Depositor the manner and frequency of invoicing the storage fee.

### ARTICLE 6 – PRICE CHANGES

#### 6.1 Price changes

The Custodian is entitled to implement price changes, which are independent of the Custodian's will or its subcontractors and which relate to imposed collective agreements, legislative changes and changed costs in fuel, energy, wages, materials, raw materials, transport, and transport-related items. The reason for the price change must be communicated to the Depositor at the time of its knowledge. This applies to both increases and decreases in price.

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## **6.2 Annual adjustment of storage fee**

In case of long-term storage, the storage fee shall be adjusted annually. The first adjustment of the storage fee may take place one (1) year after the date of taking in storage, unless expressly agreed upon otherwise by means of an agreement.

## **6.3 Free cancellation - CONSUMER**

If the Depositor is a Consumer and who cannot agree to the price change, the Consumer has the right to terminate the contract free of charge by registered letter with due observance of one (1) month. In such a case the Consumer/Depositor is obliged to come and collect the stored Goods within thirty (30) working days, on pain of being charged the new storage fee.

## **ARTICLE 7 – TERMINATION OF THE SAFEKEEPING AGREEMENT BY THE DEPOSITOR**

### **7.1 Notice period**

The Depositor may terminate the Safekeeping Agreement subject to one (1) month's notice.

### **7.2 Return of Goods**

The Custodian is obliged to return the Goods deposited before the expiry of the notice period against payment of the storage fee which has not yet been paid and against payment of any costs which are to be borne by the Depositor. The return shall take place as far as possible at the time desired by the Depositor.

### **7.3 Expired notice period**

After the expiry of the notice period, the Goods placed in the storage of the Custodian are at the expense and risk of the Depositor on the understanding that the obligation to pay storage fees continues until the Goods are returned to the Depositor or sold or destroyed by the Custodian.

## **ARTICLE 8 – TERMINATION OF THE STORAGE AGREEMENT BY THE CUSTODIAN**

### **8.1 Reason for termination**

The Custodian may terminate a Storage Agreement if his business is discontinued and/or continuation of the agreement cannot reasonably be required of him. He must notify the Depositor in writing or by email with acknowledgement of receipt and observe a notice period of two (2) months.

### **8.2 Taking back Goods**

The Depositor is obliged to take back the Goods stored before the expiry of the notice period against payment of the storage fee that has not yet been paid and against payment of any costs incurred by the Custodian. The return takes place as far as possible at the time desired by the Depositor.

### **8.3 Risk of stay of the Goods**

After the expiry of the notice period, the goods placed in the storage of the Custodian are at the expense and risk of the Depositor with on the understanding that the obligation to pay storage fees continues until the Goods are returned to the Depositor or sold or destroyed by the Custodian.

### 8.4 CONSUMER

If the Depositor is a Consumer, in the event of cessation of business the Custodian shall arrange for replacement storage if the Depositor is not reasonably able to enter into an agreement with another Custodian.

### ARTICLE 9 – RETURN OF THE GOODS

The Custodian shall provide the Depositor with all necessary facilities to enable it to check the contents and the state of the Goods stored before returning them. The Custodian shall return the Goods to the Depositor or its successors in title in the same external condition in which it received them.

The inventory shall be returned to the Custodian when the Goods are finally removed and before they leave the premises of the Custodian. Without prejudice to the provisions of article **11(1)**, by accepting the Goods the Depositor gives the Custodian full and irrevocable discharge from all its obligations.

### ARTICLE 10 – OBLIGATIONS/INFORMATION OF THE DEPOSITOR

#### 10.1 Election of Domicile

The Depositor shall elect domicile at his/her residence or at the registered office of the company entering into the Safekeeping Agreement, according to the precise provisions he/she communicates.

The Depositor shall provide a postal address as well as a telephone number and a valid e-mail address at which it may be contacted. The Depositor undertakes to notify the Custodian of any change of contact or address by registered e-mail or by registered letter with acknowledgement of receipt.

All communications and notifications exchanged between the parties in connection with this agreement shall be validly made only to the address stated in the agreement.

If the Depositor has a foreign address, he shall elect domicile at an address in Belgium. In the absence of a choice of domicile in Belgium, the Depositor shall choose domicile at the office of the Public Prosecutor at the registered office of the Custodian.

The Depositor shall be solely liable for any error or omission it may make in communicating this information. It is expressly agreed that the Custodian shall have no obligation to verify contact details such as the address or registered office of the Depositor.

#### 10.2 Matrimonial property regime/Identification

The Depositor(s) must inform the Custodian of their marital status, the mandate holders, the nature, and extent of their mandate. The Custodian may require valid identification (passport or identity card) from the depositor.

### **10.3 Packaging of the Goods**

All Goods given into storage must be properly and orderly packed in packaging suitable for the Goods, by the care and at the expense of the Depositor.

Unpacked Goods will not be accepted for storage.

The small objects must be packaged appropriately by the Depositor. Likewise, linen, clothing, footwear, blankets, curtains, wallpaper, lace, cushions, etc. must be properly packed by the Depositor. The packages must be properly closed, locked, or sealed by the Depositor. Only the number of crates, suitcases, cardboard boxes, etc. shall be indicated on the inventory.

The lighting devices must be completely dismantled and packed in boxes, crates, or appropriate packing material by the Depositor's care and at its expense. Failing this, the Custodian shall not be liable for any damage that may arise from this, except in the case of fraud or error on its part, the burden of proof of which shall lie with the Depositor.

Wines, liqueurs, or other non-hazardous liquids must be properly packed separately. The Custodian is only obliged to return the number of boxes stated in the inventory.

### **10.4 Goods excluded from storage**

The Depositor expressly declares that the Goods do not contain prohibited products (drugs, weapons etc.), are not perishable, do not contain dangerous, flammable, or harmful substances, cannot cause damage to other stored Goods or in any way constitute a danger to public health or safety. The Custodian shall be entitled to reject any Goods which are unsuitable for its storage facility.

### **10.5 Dangerous objects**

It is strictly forbidden for the Depositor to leave dangerous objects in the stored Goods, such as, but not limited to matches, cartridges, gunpowder, fuels, gas and aerosol bottles, grease, flammable products, vermin, or objects that could cause damage.

### **10.6 Vermin and mould**

Any household effects which, on entering the storage facility, prove to be infested with vermin and/or mould may be rejected or cleaned up at the expense of the Depositor.

### **10.7 Storage of motor vehicles**

In case of storage of motor vehicles, the Customer must ensure that a protective tank is provided for possible leaking oil or fuel. The fuel in the tank must be reduced to an absolute minimum to avoid the risk of fire.

The Customer must also ensure that the battery is disconnected from the vehicle.

### **10.8 Good workmanship**

The Custodian shall act as a good professional in the field of storage and shall take the measures which, depending on the circumstances, best serve the interests of its Depositor. All reasonable costs incurred by the Custodian in maintaining the Goods shall be borne by the Depositor.

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### **10.9 Sanctions for non-compliance with provisions**

All damages and/or costs resulting from the failure to fulfil the above-mentioned obligations, as well as the obligations mentioned in articles **2(1)** and **2(2)**, are for the account of the Depositor. The Custodian is entitled to clean, remove and/or destroy the Goods excluded from storage at the expense of the Depositor.

## **ARTICLE 11 – LIABILITY OF THE CUSTODIAN**

### **11.1 Liability of Custodian**

During the period of storage, the Custodian shall take reasonable care of the Goods. Except in cases of force majeure, external cause and the cases referred to in articles **11(3)**, **11(4)**, **11(5)** and **11(6)** below, the Custodian shall be liable for loss and damage to the stored Goods and for loss, by delay, caused by the fault of the Custodian, excluding loss, damage and delay caused by third parties.

### **11.2 Limitation of liability**

The Custodian's liability in the event of loss of or damage to objects stored through its fault is limited to an amount of €125 per cubic metre of the lost or damaged objects. The Custodian's liability can not be limited in case of intent and/or gross negligence.

### **11.3 Exclusion of liability**

The Custodian is not obliged to check the Goods upon receipt or during the storage and/or to verify whether the Goods are suitable for storage or whether they are in accordance with the statutory provisions and/or the provisions and/or restrictions of articles **10(4)** and **10(5)** of these BCR Safekeeping Terms & Conditions. The Custodian shall never be liable for any damage if the storage of the Goods is improper, unsafe, or illegal, nor if the Goods are unsuitable for the agreed storage due to their nature or method of packaging.

### **11.4 Packaging by the Depositor**

Any packing carried out by the Depositor shall in any case fully discharge the Custodian from his liability for the contents and condition of the packages, packs, etc.

The Custodian shall only be obliged to return such packages, parcels, etc. with their packaging in the same external condition in which they were received by the Custodian and described in the inventory.

### **11.5 Damage caused by vermin, nature of the Goods, hidden defects**

Damage caused by vermin shall not be borne by the Custodian except in cases of proven fault. The Custodian shall also be relieved of all liability in the event of damage resulting from the nature of the Goods themselves or from a hidden defect in the Goods, from the oxidation of metals, from the leaking of liquids, from damage to lead glass or damage to mouldings, from damage to the operation of musical and scientific instruments, radio and television sets, electrical appliances, electrical household appliances, clocks, etc., as well as from the deterioration of paintings, carpets or other similar products. The same applies to the tearing, cracking, or breaking of paintings, carpets, or other similar products.

### **11.6 Goods of organic origin**

The Custodian may refuse to accept for storage stuffed animals, live plants, animal skin mats and other products of organic origin. Should the Custodian agree to take storage of such goods, they shall be taken

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into storage without responsibility on the part of the Custodian. The Custodian reserves the right to destroy such Goods, without prior notification to the Depositor, if it considers that their presence is of a nature to cause damage to other objects. In this case, the costs of destruction shall be borne by the Depositor.

## **11.7 Culpable delay**

### **11.7.1 Culpable delay - Custodian**

The Custodian shall be liable for any delay, except for force majeure and/or delay attributable to third parties, if the arrival at the loading address or delivery at the unloading address is delayed by at least thirty (30) minutes compared to the agreed time of arrival or delivery. The Custodian shall immediately inform the Customer if there is a delay.

### **11.7.2 Culpable delay - Customer**

Except in the case of force majeure, the Customer shall be liable for delay if the Customer delays the time of commencement of loading and/or unloading by at least thirty (30) minutes, in comparison with the agreed time of commencement.

The Customer shall immediately inform the Custodian if a delay occurs.

## **11.8 Force majeure**

Force majeure means all circumstances beyond the control of the Depository or which should be beyond its control and which humanly speaking make it practically impossible for it to fulfil its obligations.

### **11.8.1 Force majeure situations (non - exhaustive)**

In particular, the Custodian is not liable for:

- direct and indirect consequences of war, revolution, civil and political unrest, acts of terrorism, riots, strikes.
- government measures;
- all direct and indirect consequences of pandemic, epidemic, quarantine, and lockdown measures.
- fire, explosion, water damage, flooding.
- lightning, flooding, sever snow- and hailstorms, ice, thunderstorms, storm code orange and gusts code red, tornadoes, plane crashes etc.,
- unforeseen technical derangements, etc.;

when these circumstances are insurmountable and make the proper performance of the Safekeeping agreement unreasonably onerous.

## **11.9 Temporary impediment**

If the performance of obligations under the Safekeeping Agreement is temporarily prevented because of force majeure, the force majeure shall only have the effect of delaying the performance of those obligations (except for payment obligations), and the force majeure shall not constitute a reason for not performing the Storage Agreement or for terminating the Safekeeping Agreement.

The temporary suspension of the performance of the Safekeeping Agreement due to force majeure shall lead to an extension of the term for the period of the force majeure by operation of law and without compensation.

### **11.10 Permanent impediment**

If the performance of obligations under the Safekeeping Agreement is permanently prevented because of force majeure or is temporarily prevented by force majeure for a period expected to last at least 60 (sixty) working days, then each Party shall be entitled to terminate the Safekeeping Agreement without being liable for damages.

## **ARTICLE 12 – LIABILITY OF THE DEPOSITOR**

The Customer is obliged to compensate for all damage caused or to be caused by his Goods to the storage facility and/or to other possessions of the Custodian and/or other Depositors. The Custodian is obliged to inform the Customer in good time of such damage and to provide proof of this damage.

## **ARTICLE 13 – UNFORESEEABLE CIRCUMSTANCES**

### **13.1 Unforeseeable circumstances**

By unforeseeable circumstances is meant:

Events of such a nature as to give rise to a contractual imbalance, which the Parties did not intend and of which the other party cannot expect the agreement to be maintained unchanged.

### **13.2 Requirements**

If the following requirements are met, a party may ask the other party to renegotiate the agreement with a view to adjusting the original contractual balance or terminating the agreement:

- a change of circumstances that makes the performance of the agreement unduly onerous, to such an extent that performance can no longer reasonably be demanded.
- which was unforeseeable at the conclusion of the agreement.
- which is not attributable to the debtor; and
- the debtor has not assumed this risk.

### **13.3 Commitments**

In any case, the parties will continue to honor their commitments in the course of the renegotiations.

### **13.4 Justifying circumstances**

Among other things, and depending on the concrete facts, may qualify as circumstances justifying renegotiations:

- changed socio-economic conditions such as persistent abnormal price increases or general supply problems of raw materials, materials and energy as a result of a war, embargo or other international economic sanctions.
- strike.
- epidemic, pandemic.
- a general structural market disturbance.
- major changes in exchange rates,...
- an amendment or novelty of legislation and/or regulations and/or binding opinions of official bodies published and entered into force after the date of signature of the agreement.



### **13.5 Notification**

As soon as a party becomes aware or should become aware of unforeseeable circumstances that justify a renegotiation of the agreement, it must report these facts to the other party in writing within five (5) working days.

The parties undertake to start the negotiations within ten (10) working days after sending the written notification and to conduct them in good faith.

In any case, the party requesting the negotiations must inform the other party about the concrete impact as soon as possible.

### **13.6 Rejection/failure of renegotiations**

In the event of rejection or failure of the renegotiations within a reasonable time, the parties may, through alternative dispute resolution, or the court at the request of one of the parties either

- amend the agreement to bring it into line with what the parties would reasonably have agreed upon at the time the contract was concluded had they taken account of the change of circumstances, or
- terminate the agreement in whole or in part on a date that may not precede the change of circumstances and in accordance with the modalities established the court.

## **ARTICLE 14 – DAMAGE**

### **14.1 Reporting of damage**

On pain of forfeiture of rights, the Depositor must formulate any objection to the Custodian in a timely manner:

- In the case of visible damage: immediately on the Inventory List when the Goods are collected/delivered. If the Depositor does not report visible damage within the set period, the Depositor is deemed to have received the Goods in the condition in which he handed them over to the Custodian, unless proof to the contrary is provided.
- In the case of non-visible damage: by e-mail or registered letter at the latest within three (3) working days following the day of collection/delivery, not including the day of collection/delivery, or agreed otherwise. If the Depositor does not report any non-visible damage within the set period, the Depositor is deemed to have received the Goods in the condition in which he handed them over to the Custodian, unless proof to the contrary is provided.

### **14.2 Inventory - evidence**

The inventory drawn up in accordance with article **2(1)** at the time the Goods entered the place of storage and approved by the Depositor shall be the only admissible evidence in case of damage or shortage. The Custodian shall only be liable for damage and/or loss that is the direct consequence of his or her specifically proven fault. In any event, the burden of proving the liability of the Custodian and the extent of the damage shall lie with the Depositor.

### **14.3 Reporting damage due to delay**

#### **14.3.1 Delay by the Custodian**

In the event of a delay in delivery/collection, compensation for culpable delay is only payable if the

Customer proves that damage has occurred as a result and that a complaint was made by e-mail or by registered letter to the Custodian within two (2) working days after delivery/collection of the Goods, not including the day of delivery. If the Customer does not report damage due to delay within the stipulated period, it is assumed that the delivery/removal was carried out without delay, subject to proof to the contrary.

### **14.3.2 Delay by the Customer**

In case of delay in delivery/collection, compensation is only payable if the Custodian proves that damage has occurred as a result and that a complaint was made by e-mail or by registered letter to the Customer within two (2) working days following the delivery of the removed items, not including the day of delivery. If the Custodian does not report damage caused by delay within the stipulated period, it is assumed that the delivery/removal was carried out without delay, subject to proof to the contrary.

Any delay of more than thirty (30) minutes caused by or attributable to the Customer or its agent shall give rise to the payment of compensation by the Customer to the Custodian when the latter proves that, because of downtime of equipment and personnel the contractually agreed price no longer covers the hours performed. Compensation will then be equal to the difference between the agreed price and the actual price (considering, among other things, the stand-by hours and the hours actually worked), plus all damages, losses and costs (all inclusive and nonexclusive) suffered by the Custodian because of the delay.

## ARTICLE 15 – COMPENSATION

### **15.1 Payment of compensation**

#### **15.1.1 Payment of compensation - to the Business Customer**

Where the Custodian's liability has been adversarial determined pursuant to article **11** and the damages have been assessed and determined, the damages shall be payable no later than fourteen (14) calendar days after the issue of the discharge.

#### **15.1.2 Payment of compensation - to the CONSUMER**

If the Custodian's liability pursuant to article **11** is contradictory determined and the damage is assessed and established, the compensation is payable to the Customer no later than fourteen (14) calendar days after receipt of the discharge.

If the Custodian has still not compensated the damage after the expiry of the aforementioned period, the amount due will be increased by:

- default interest as included in the Act of 2 August 2002 on combating late payment in commercial transactions, calculated in proportion to the number of days in payment arrears
- and
- a fixed compensation in accordance with the modalities provided for in art. XIX.2 §1 WER (Belgian Code of Economic Law - Consumer Debts) which is equal to:
    - for any debt up to and including €150: €20;

- for any debt between €150.01 and €500: €30 increased by 10% of the amount due on the tranche between €150.01 and €500;
- for any debt above €500: €65 plus 5% of the amount due on the tranche above €500 with a maximum of €2,000.

### **15.2 Payment of compensation - to the Custodian**

In the event that the Customer's liability pursuant to article **11** and **12** is contradictory determined and the damage is assessed and established, the compensation is payable to the Custodian no later than fourteen (14) calendar days after receipt of the discharge.

If the Customer has still not compensated the damage after the expiry of the aforementioned period, the amount due will be increased by:

- default interest as included in the Act of 2 August 2002 on combating late payment in commercial transactions, calculated in proportion to the number of days in payment arrears and
- a fixed compensation in accordance with the modalities provided for in art. XIX.2 §1 WER (Belgian Code of Economic Law - Consumer Debts) which is equal to:
  - for any debt up to and including €150: €20;
  - for any debt between €150.01 and €500: €30 increased by 10% of the amount due on the tranche between €150.01 and €500;
  - for each debt above €500: €65 plus 5% of the amount due on the tranche above €500 with a maximum of €2,000.

### **15.3 Statute of limitations**

Without prejudice to the applicable mandatory rules of limitation, all claims against the Custodian become time-barred by the expiry of six (6) months from the day of return of the Goods.

### **15.4 Suspension of payment**

Under no circumstances may the Customer rely on losses, damages, or any delays to suspend all or part of the payments which he owes to the Custodian unless the Customer's claim is undisputedly certain and due.

## **ARTICLE 16 – 'ALL RISKS' INSURANCE**

### **16.1 All-risk coverage**

The liability of the Depository is limited, see article **11(2)**. Despite all good care taken by the Custodian and/or parties called upon by the Custodian for the execution of the Safekeeping Agreement, damage to the goods may nevertheless occur. It is therefore advisable for the Depositor to take out "All Risks" insurance to ensure that the Depositor is compensated for the damaged goods at their current value.

An "All Risks" insurance includes insurance of theft, damage, loss, fire, etc., according to the general conditions of the insurer. The insurance value of the Goods which form part of the removal/deposit is understood to be: "in total value" - if necessary, by application of the proportionality rule, which must correspond to the replacement value of all the Goods to be removed/deposited, in their present condition. There are various possibilities for this:

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### **16.1.1 Custodian's offer**

If the Goods have already been insured because of a removal order carried out and insured by the Custodian (in its capacity as Remover), the Custodian may request the Custodian to have the same Goods insured against "All Risks".

### **16.1.2 Own Insurer**

The Depositor is free to choose its own broker/insurer. In this case it undertakes to conclude an insurance policy with the broker/insurer whereby the risk coverage and insured value will correspond to the above. In such an event, he undertakes to enter an insurance policy whereby the risk coverage and the insured value correspond to those mentioned above. The Depositor furthermore undertakes to obtain a "waiver of recourse" from the insurer in favour of the Custodian (which shall not apply in cases of intentional fault, gross fault, or gross negligence). Should the Depositor be unable to provide proof of this, the Depositor shall in any event be obliged to indemnify the Custodian against its insurer.

## **16.2 Explicit written instruction**

If the Depositor has not given the Custodian an explicit written order to insure, the Custodian shall be entitled to assume that the Depositor has insured the Goods itself in accordance with the obligations of article **16 (1.2)**, or does not wish to insure his Goods in all risk.

## **16.2 No Cover**

Should the Custodian's broker/insurer be unable to provide cover for the Depositor's Goods or be unable to provide cover for all the Goods, the Custodian shall notify the Depositor of this without delay.

In such a case, the Custodian shall never be liable for such a refusal. In such case the Custodian is entitled, not obliged, to terminate the Storage Agreement immediately.

## **16.4 No insurance**

The Depositor understands that if it does not wish to take out insurance and damage occurs for which the Custodian is liable, the Custodian is only obliged to compensate the Depositor in accordance with the provisions under article **11(2)**.

## **ARTICLE 17 – SPECIAL RIGHTS**

### **17.1 Retention and Lien**

As security for the payment of all sums owed by the Depositor to the Custodian for this and previous orders, the Depositor grants

- (1) a contractual right of retention and
- (2) rights of lien (pledge) for all Goods handed over to the Custodian.

This is regulated in conformity with Book III, Title XVII Civil Code: 'Collateral securities on movable assets'.

### **17.2 Right of retention - suspension of delivery**

The Custodian reserves the right to exercise retention over the Goods for which the invoice has not yet been paid and which has not been protested in a timely manner by suspending delivery or refusing the collection until the Customer has fulfilled his payment obligations.

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## **17.3 Lien**

### **17.3.1 Lien - Business Customer**

The lien gives the Custodian the right to be paid in priority to other creditors of the Depositor from the proceeds of the realisation of the Depositor's Goods. The lien also extends to all claims that replace the encumbered Goods and to the fruits that the encumbered Goods produce. The lien secures all (existing and/or future) claims of the Depositor arising from the Storage Agreement, up to a maximum of the principal sum and the ancillary costs such as interest, compensation clause and costs of execution/all legal costs related thereto.

### **17.3.2 Lien - CONSUMER**

The lien gives the Custodian the right to be paid in priority to other creditors of the Depositor from the proceeds of the realisation of the Depositor's Goods. The lien also extends to all claims that replace the encumbered Goods and to the fruits that the encumbered Goods produce. The lien secures all (existing and/or future) claims of the Depositor arising from the Storage Agreement, with due observance of article 12, paragraph 2 of the Pledge Act, which provides for a special regulation for the protection of the pledgee - Consumer.

## **17.4 Exercising of the right of lien**

### **17.4.1 Exercising the right of lien - Business Customer**

If the Depositor fails to fulfil its payment obligations and the Custodian intends to exercise its right of pledge, the Custodian shall notify the Customer of its intention by registered letter, observing a period of at least ten (10) working days.

This notification period shall be limited to three (3) calendar days in the case of perishable Goods or Goods subject to rapid depreciation.

The Custodian or any interested third party may free itself of the pledge until the time of foreclosure by paying the amounts specified in the notice and the foreclosure costs already incurred.

After the waiting period, the Custodian shall order a bailiff to sell (publicly or privately) or lease the encumbered Goods. The Custodian is entitled to purchase the Goods itself.

The Custodian, Customer and/or interested third parties may at any time apply to the courts to resolve a dispute about the enforcement. Such action shall suspend the enforcement of the lien.

### **17.4.2 Exercising the right of lien - CONSUMER**

If the claims secured by the Goods are not paid when due, the Custodian, after serving a notice on the Customer/Consumer in accordance with the provisions of the Pledge Act, may request the court to allow the Goods secured by the lien to be sold in whole or in part for the satisfaction of the claim(s).

If the court so orders, the Custodian may in turn order a bailiff to conduct a public or private sale of the encumbered Goods. The Custodian may not act as buyer in such cases.

## **17.5 Proof**

### **17.5.1 Proof- Business Customer**

Insofar as the Customer is a Business Customer, the mere deposit will serve as proof of lien.

### **17.5.2 Proof - CONSUMER**

If the Customer is a Consumer, the lien must be evidenced by a document which, as the case may be, meets the requirement of Article 1325 or Article 1326 of the Civil Code and specifies the Goods encumbered by the lien, the secured claims and the maximum amount up to which the Goods are secured.

### **17.6 Proceeds**

The amount resulting from the enforcement shall serve for payment of the secured claim and reasonable enforcement costs. In the case of several pledgees, the net proceeds shall be divided among them according to their rank. Any surplus shall be allocated to the Customer.

### **17.7 Sale of Goods**

The Customer permits the Custodian to choose the manner in which the Goods encumbered under the lien may be realised, by private sale, public sale, or appropriation of the Goods. By accepting these BCR Safekeeping Terms & Conditions, the Customer authorises the Custodian to take the necessary steps to register its lien in the National Pledge Register.

## **ARTICLE 18 – UNCOLLECTED GOODS**

Uncollected Goods concern Goods that fall under the regulation of art.3.60 of the Civil Code.

The Custodian is entitled to charge the company's usual storage fee for the custody of uncollected Goods, increased by 25%. This increase may be charged from the second calendar day following the sending of the registered letter requesting to take back the Goods.

If such request is not complied with, the Custodian shall be entitled, upon the expiry of two (2) months after sending a registered letter to the last known address of the Custodian, requesting the Custodian to collect its Goods and to pay any custodial charges for those Goods, to sell or otherwise dispose of the abandoned Goods.

If the value of the Goods is low or if the Goods are unsaleable, as a result of which the proceeds from the sale of the Goods will be insufficient to cover the debt and costs of the sale, the Custodian shall be entitled to dispose of the Goods or destroy (or arrange for the destruction of) the Goods at its discretion.

If a sale of the Goods has taken place, the proceeds of the sale will be transferred to the Custodian. The Custodian, after deducting its claim (including all costs incurred by the Custodian), shall pay any positive balance to the Depositor or, if its domicile or abode is unknown, deposit it in a separate account bearing the name of the Depositor. The latter amount shall become due, in principal and interest, to the Treasury by operation of law after five years, unless that amount is claimed, within that period, by the Depositor.

## **ARTICLE 19 – EXPLICIT DISSOLUTION CLAUSE - BUSINESS CUSTOMER**

The Custodian reserves the right to declare the agreement terminated by operation of law, with immediate effect, without notice of default and without prior judicial intervention, in the event of:

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(1) death, application or claim for or determination of bankruptcy, declaration of incapacity, liquidation, protective or executive attachment amongst third parties, or the transfer of a (relevant) part of the business to third parties on the part of the Customer, the Custodian shall have the right to terminate the agreement. Any such termination shall be notified immediately in writing to the Depositor or its legal successors. In such a case, the advance paid by the Depositor remains definitively acquired by the Custodian. Such termination shall entitle the Custodian to additional compensation if the advance payment does not cover the costs incurred.

2) the Depositor fails to settle the outstanding invoices in full/partially, despite written notice of default whereby a period of at least fourteen (14) calendar days has been observed.

## **ARTICLE 20 – PAYMENT TERMS**

### **20.1 Protesting of invoice**

All invoices of the Custodian shall be deemed to be accepted by the Customer unless a reasoned protest is made in writing within eight (8) calendar days of the date of the invoice.

### **20.2 Partial protest**

If a part of the invoice is protested, the protest must clearly state which part of the invoice is protested and the amount to which the protest relates. Although the invoice remains due and payable regardless of the protest, in case of a partial protest, the Customer undertakes to immediately pay at least the unprotested amount or the amount corresponding to the unprotested part in accordance with these BCR Safekeeping Terms & Conditions, without such payment in any way affecting the due and payable amount of the other parts and amounts and the applicability of these BCR Safekeeping Terms & Conditions thereto. The unconditional payment of a part of the invoice is considered as an explicit acceptance of the corresponding part of the invoice. Such protest does not in any way relieve the Customer of its payment obligations.

### **20.3 Partial payments - Business Customer**

Partial payments shall always be accepted with all reservation and without any prejudicial acknowledgement, and shall first be applied to the collection costs, then to the damage clause, the interest due and finally to the outstanding principal amount, whereby priority shall be given to the oldest outstanding principal amount.

### **20.4 Payment term**

Unless expressly agreed otherwise, all invoices shall be paid within fourteen (14) calendar days from the date of the invoice and without any discount or costs to the Custodian.

### **20.5 Compensation clause**

#### **20.5.1 Compensation clause - Business Customer**

In the event of non-payment within the stated expiry period, interest on arrears of 10% of the invoice amount shall be due - ipso jure and without prior notice of default - as well as fixed and irreducible compensation by way of administrative costs of 10% of the invoice amount - with a minimum of €150.

In the event of non-payment of one invoice by the due date, all amounts still due shall become immediately payable.

### **20.5.2 Compensation clause - CONSUMER**

If the Consumer does not respect the payment term, the Custodian will first send the Consumer a reminder free of charge. The Consumer is offered a term to still pay of either fourteen (14) calendar days, if the reminder was sent by e-mail, app or text message, or a term of fourteen (14) calendar days, term starting on the third working day after the sending of this reminder.

During these fourteen (14), respectively seventeen (17) days, the Consumer does not owe any default interest, unless the Custodian is an SME. Where applicable, the Consumer owes default interest on arrears as included in the Act of 2 August 2002 on combating late payment in commercial transactions from the calendar day following the day on which the reminder is sent to the Consumer.

If the Consumer has still not paid after the expiry of the aforementioned period, the amount due will be increased by:

- default interest as included in the Act of 2 August 2002 on combating late payment in commercial transactions, calculated in proportion to the number of days in payment arrears
- and
- a fixed compensation in accordance with the modalities provided for in art. XIX.2 §1 WER (Belgian Code of Economic Law - Consumer Debts) which is equal to:
    - for any debt up to and including €150: €20;
    - for any debt between €150.01 and €500: €30 increased by 10% of the amount due on the tranche between €150.01 and €500;
    - for any debt above €500: €65 plus 5% of the amount due on the tranche above €500 with a maximum of €2,000

### **20.6 Modification of payment terms in the event of a JRP - Business Customer**

In the event of a judicial reorganisation on the part of the Depositor, the Custodian reserves the right to (further) perform services only against cash payment, or to require payment in advance, or to determine modified payment terms, or to suspend performance if the Depositor also suspends its contractual obligations.

## **ARTICLE 21 – PROCESSING AND PROTECTION OF PERSONAL DATA**

### **21.1 GDPR**

The Custodian undertakes to comply with the applicable data protection legislation, in particular the General Data Protection Regulation (“GDPR”) 2016/679 and to ensure that its staff and subcontractors also comply with this legislation.

### **21.2 Data**

The Custodian, processes the identification data, contact data, data relating to the household goods, as well as data relating to the loading and unloading address of the Depositor to perform the agreement, maintain customer records, fulfil accounting obligations, and manage any disputes.

### **21.3 Appropriate measures**

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The Custodian has taken appropriate measures to guarantee the privacy and security of personal data. The Custodian grants access to the personal data only to a limited number of employees (based on the “need to know” principle). The Custodian informs the Customer about how his privacy and rights are guaranteed.

## **ARTICLE 22 – TRANSLATION BCR SAFEKEEPING CONDITIONS**

These “BCR Safekeeping Terms & Conditions” were originally drawn up in the Dutch language. Regarding translations of the present terms and conditions into French or English, in the event of any misunderstanding regarding the wording, content, scope and interpretation of these translations, the Dutch text shall form the basis and the interpretation of this text shall prevail over that of any translation. These terms and conditions are communicated to the Customer in Dutch, French, or English, as the Customer chooses.

## **ARTICLE 23 - NULLITY**

### **23.1 Nullity**

If one or more provisions of these BCR Safekeeping Terms & Conditions are, for whatever reason, declared unlawful, invalid, void, or unenforceable, in whole or in part, this unlawfulness, invalidity or unenforceability shall not extend to the remaining provisions. If applicable, the Parties shall negotiate to the best of their ability and in good faith to replace this provision with a legal, valid, non-exempt, and enforceable provision having a similar economic effect.

### **23.2 CONSUMER**

Pursuant to Article VI.84 Belgian Code of Economic Law (WER), any unlawful term is prohibited and null and void, but the agreement remains binding on the parties if it can continue to exist without unlawful terms. If appropriate, the parties shall negotiate to the best of their ability and in good faith to replace this provision with a lawful, valid, void, and enforceable provision of similar effect.

## **ARTICLE 24 – APPLICABLE LAW AND JURISDICTION OF THE COURTS**

### **24.1 Applicable Law**

All agreements between the Custodian and the Customer shall be governed exclusively by Belgian law.

### **24.2 Competence of the courts**

All disputes arising from or in connection with an agreement to which these “BCR Safekeeping Terms & Conditions” apply or the execution thereof, which cannot be resolved amicably, will be settled by the competent courts of the district in which the Custodian has its registered office, without prejudice to the right of the Custodian to bring the dispute before the court as stipulated in article 624, 1°, 2° and 4° of the Belgian Judicial Code.

### **24.3 NATIONAL - CONSUMER**

All disputes arising from or in connection with a contract to which these "BCR Safekeeping Terms & Conditions" apply or the execution thereof, and which cannot be resolved amicably, shall be settled by the competent courts of the district where the Consumer is domiciled, without prejudice to the right of the Consumer to bring the dispute before the court as stipulated in section 624, 1°, 2° and 4° of the Belgian Judicial Code.

#### **24.4 INTERNATIONAL - CONSUMER**

All disputes arising from or in connection with a contract to which these "BCR Safekeeping Terms & Conditions" apply or the execution thereof, which cannot be resolved amicably, and which are brought before the court by the Custodian or the Consumer, will be settled by the competent court as stipulated in Regulation 1215/2012.





**Belgian Chamber of Removers**  
Stroobantsstraat 48 A - 1140 Evere  
TEL. 00 32 2 240 45 70 - FAX 00 32 2 240 45 79  
info@bkv-cbd.be - www.bkv-cbd.be

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