



BCR

Belgian Chamber
of Removers

GENERAL TERMS & CONDITIONS NATIONAL & INTERNATIONAL REMOVALS



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GENERAL TERMS & CONDITIONS NATIONAL & INTERNATIONAL REMOVALS BKV

**hereinafter
THE ‘BCR REMOVAL TERMS & CONDITIONS’**

BUSINESS CUSTOMERS AND PRIVATE CUSTOMERS (CONSUMERS)

These BCR Removal Terms apply to both business Customers and private Customers (Consumers). Private and business Customers are collectively referred to with the word “Customer”. If specific provisions apply to private Customers, these will be referred to as “CONSUMERS”. 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.

An expatriate is a Customer who is employed abroad by his employer. An expatriate whose removal is contracted and/or paid for by his employer is considered a business Customer.

If a Customer initially presents itself as a Consumer, but later indicates that the services provided are to be invoiced to a company, this Customer shall be regarded as a business Customer, who cannot derive any rights from the position of Consumer.

This service is legally **NOT** subject to a right of withdrawal for the Consumer.

NATIONAL AND INTERNATIONAL REMOVALS

These BCR Removal Terms & Conditions apply to both national and international removals. A national removal is understood to mean: a removal within the borders of Belgium. An international removal is understood to mean: a removal outside the Belgian borders or a removal from abroad to Belgium. All provisions apply to all removals, whether national or international removals, unless specific provisions apply to the national removal, in which case they will be indicated by the word “NATIONAL”. If specific provisions apply to the international removal, they shall be referred to by the word ‘INTERNATIONAL’. These specific provisions supplement or derogate from those applicable to the national or international removal. If specific provisions apply **ONLY** to the international removal, this will be clearly indicated.

DEFINITIONS

THE CUSTOMER:

the purchaser who offers removal goods or other movable items for removal.

THE CUSTOMER/CONSUMER:

the purchaser, any natural person who acts for purposes which are outside his trade, business, craft, or professional activity and who is considered a Consumer in accordance with Book I, Title 1, Article I.1 2° of the Belgian Economic Code.

THE REMOVER:

the contractor acknowledged by the BCR, who performs removals as a professional activity.

THE SUB-CONTRACTOR:

the contractor who, charged by the Remover, undertakes to perform assignments (packing, loading, transportation by road, railway, water and air, storage, unloading, unpacking)

THE PURCHASE ORDER FORM/QUOTATION:

the document attached to these General Terms and Conditions, summarising the agreements made and the price thereof, signed by both parties, which implies their acceptance of the agreements concerning the removal as contained therein.

THE REMOVAL AGREEMENT:

the agreement between the Remover and the Customer which is concluded upon the signing of the Purchase Order and/or Quotation by the Customer and the Remover and which governs the legal relationship between the Customer and the Remover.

THE ORDER:

(not exhaustive) irrespective of the combination of several actions, namely: packing and/or unpacking, transportation, (re)assembly, ... of Goods.

THE GOODS:

all movable items, which are the subject of the agreement and/or assignment.

THE BCR:

a Belgian professional federation for Removers and Service Providers that strives for qualitative, correct, and professional removals, lift services, safekeeping, and self - storage.

WORKING DAYS:

all calendar days with exclusion of Sundays and legal bank holidays. If a term, expressed in working days, ends on a Saturday, it shall be extended to the next working day.

ARTICLE 1 – APPLICABILITY OF THE BCR REMOVAL TERMS & CONDITIONS

All offers made, Quotations submitted, agreements concluded into and the performance thereof by the Remover within the framework of a removal, including all (legal) acts performed within the context thereof, are governed by these BCR Removal Terms & Conditions.

If any provisions in the Quotation or Purchase Order conflict with these BCR Removal Terms & Conditions, that which is stated in the Quotation, Purchase Order or Removal Agreement will prevail.

ARTICLE 2 – SERVICES

2.1 Object of the service

The service consists of (non-exhaustive) regardless of the combination of several actions, namely: packing and/or unpacking, transport, (dis)assembly, ... of the Goods and is included in the Order Form or Quotation. Should the Remover be requested to perform the entire packing of the Goods, the packing materials for the Goods to be packed shall also be included.

2.2 Performance of the Agreement

The performance of the agreement begins with the preparation of the material in the depot of the Remover. The latter shall be obliged to supply only the materials necessary for the performance of the agreement. Under all circumstances, the Remover reserves the right to use the means of transport and handling which it considers the most practical and least expensive, insofar as this does not affect the essence of the services to be provided.

2.3 Optional assignments

At the request of the Customer, the Remover may perform certain work associated with the removal, such as

- removal and/or laying of fitted carpets.
- taking down and/or hanging up curtains.
- taking down and/or hanging up mirrors.
- taking down and/or putting up paintings and lighting equipment.
- The removal of windows to lift or lower furniture.
- transportation of pianos, safes, and other similar equipment.
- packing and/or unpacking of wine.
- the use of the drill.
- handyman services.

These optional assignments and their price are listed separately in the Purchase Order Form or Quotation and are not part of the basic services, nor are they included in the basic removal price.

2.4 Goods excluded from the removal

2.4.1.1 NATIONAL ABSOLUTE PROHIBITION

The Customer is prohibited from offering the following objects for removal to the Remover:

- narcotics, weapons;
- fur, live animals, plants;

- ivory and items made from reptile skins (e.g., snake and crocodile skin).
- liquids and Goods which present a generally known risk of fire, explosion, or damage to other Goods, such as phosphorus, petrol, coal, matches, dyes, accumulators, acids, or corrosive substances.

2.4.1.2 NATIONAL – EXPRESSLY AGREED

Unless expressly agreed in writing, the Customer is prohibited from offering the following objects for removal to the Remover:

- Goods subject to authorisation;
- in general, all substances or liquids likely to cause damage to the equipment and/or the Goods to be moved.

2.4.2 INTERNATIONAL

The Goods excluded from the national removal are likewise excluded for the international removal. Each country has specific regulations concerning prohibitions and restrictions on the import and export of Goods. In any event, the Customer has a duty to investigate. The Remover advises the Customer which are the prohibited and restricted Goods to import, so that they are not part of the removal and problems (costs, fines, confiscation) with the authorities can be avoided.

2.5 Personal items

Personal items and underwear must be packed by the Customer, without any intervention by the Remover.

2.6 Special arrangement for valuable goods

If the Customer wishes to offer gold objects, jewellery, precious metals, paper money, old coins, securities, titles and stamp collections for removal, a special arrangement shall apply to these objects. The Customer shall clearly describe the Goods concerned on an inventory list and hand over this list to the Remover at least three (3) days before the loading date. These Goods shall be specially secured (special packaging and/or safe) and they shall be moved separately from the other removal Goods at an additional cost, subject to the express consent of the Customer.

2.7 Penalties for non-compliance

All risks, penalties, loss (including destruction, confiscation) or damage arising from a failure to comply with the provisions of Article 2 shall be borne by the Customer. The Customer shall indemnify the Remover and hold it harmless from and against any amount to which the Remover is sued by third parties for failure to comply with these provisions, except in the case of gross negligence and/or gross misconduct on the part of the Remover.

ARTICLE 3 – AGREEMENT

3.1 Estimate of the removal

The Remover shall estimate the scope of the removal prior to submitting the Quotation. This estimate shall be made either based on the findings of the pre-move survey, whereby the Remover shall visit the Customer on location to estimate the volume and/or weight of the Goods or based on a virtual tour of the home and/or based on the packing lists/inventory provided by the Customer and/or photographs of the Goods to be moved.

3.2 Quotation

Based on its findings (see Article 3.1), the Remover shall draw up a Quotation. The removal price is calculated based on the information supplied by the Customer by means of the checklist. Consequently, the Customer is obliged to provide the Remover, correctly and in full, with all requested and/or useful information, so that the Remover can form a clear understanding of the circumstances under which the contract must be performed (packing, loading, transport, unloading, degree of difficulty, etc.).

3.3 Conclusion of the Agreement

Alternatively, upon receipt of the Customer's consent to the Quotation, the Remover draws up a Purchase Order Form, signs it for approval and sends it to the Customer. The agreement is concluded when the Customer signs and returns the Purchase Order form to the Remover unmodified and within the period of validity. The acceptance is deemed to represent the agreement correctly and in full.

Alternatively, the Customer signs the Quotation for approval. The removal agreement is concluded when the Customer signs the Quotation, unchanged, for acceptance within the period of validity and returns it to the Remover. The acceptance is deemed to represent the agreement correctly and in full.

3.4 Different application

A request by the Customer which differs from a Quotation submitted by or on behalf of the Remover shall be regarded as a rejection of that Quotation and does not bind the Remover.

3.5 (Breaking off the) negotiations

Except in the event of erroneous conduct, the Remover shall be entitled at any time, as long as no signed agreement is available, to terminate negotiations with the Customer without stating any reasons and without being liable for any compensation or being obliged to continue negotiations.

Except in the event of erroneous conduct, the Customer shall always be entitled at any time, as long as no signed agreement is available, to terminate negotiations with the Remover without stating any reasons and without being liable for any compensation or being obliged to continue negotiations.

As long as no signed Purchase Order Form or Quotation has been reached, the Customer may not enforce the performance of the agreement, nor is the Remover obliged to prepare for it.

ARTICLE 4 – REMOVAL PRICE

4.1 Basic removal price

The volume and/or weight of the Goods, the removal destination (distance) and the duration of the order as stated in the removal agreement, as well as the information provided by the Customer by means of the checklist, shall serve as the basis for calculating the removal price.

Unless expressly stipulated otherwise, this price is not determined on a flat-rate basis and the company's rate is applicable.

If the actual volume/weight differs from the estimated volume/weight (e.g., if the Customer adds extra items/ forgot to mention goods etc.), the price will be (re)calculated by applying the company's rate to the estimated volume/weight.), the price will be (re)calculated by applying the company's rate to the real volume.

4.2 VAT

If the Customer is a business Customer, Value Added Tax (VAT), if due, is NOT INCLUDED in the Basic Removal Price.

4.2.1 VAT - CONSUMER

If the Customer is a Consumer, Value Added Tax (VAT), if due, is INCLUDED in the Basic Removal Price.

4.3 Taxes - INTERNATIONAL

If the Customer is a business Customer, all other taxes and service charges which the Customer is obliged to pay are NOT INCLUDED in the Removal Price.

4.3.1 Taxes - INTERNATIONAL - CONSUMER

If the Customer is a CONSUMER, all other taxes and service charges which the Consumer is obliged to pay are INCLUDED in the removal price.

If taxes and costs are not reasonably known at the time of concluding the contract or are unforeseen, they shall be charged to the Consumer afterwards.

4.4 Overtime

The fixed prices are calculated based on the daily services stipulated by law and/or by collective labour agreement.

Unless otherwise agreed at company level, overtime in the removal sector is defined as follows:

- in the 5-day system: Monday, Tuesday, Wednesday: after the 8th hour; Thursday and Friday after the 7th hour.
- in the 6-day system: Monday, Tuesday, Wednesday, Thursday, and Friday after the 7th hour; Saturday after the 3rd hour.

The overtime shall be charged to the Customer afterwards if it has been worked at the Customer's request or through its fault. The regulations applying to overtime are included in the Offer and/or Order form.

4.5.1 Supplementary costs - INTERNATIONAL

All unforeseen costs shall be borne by the Customer.

These costs, without this list being exhaustive, relate to:

- customs duties, (problems with) customs or other related formalities.
- higher transport costs.
- waiting and immobilisation.
- costs due to delay and/or late delivery.
- (extra) bank charges, changed exchange rates.
- and/or other levies imposed.

These supplementary costs may be charged separately and subsequently to the Customer.

4.5.2 Supplementary costs - extra weight

The weight of the Goods transported by road, rail, inland waterways or sea in containers or sea chests is fixed at a maximum of 100 kg per m³. Any extra weight will be charged separately per 100 kg or part thereof.

Goods transported by airfreight are subject to a different rate calculation than the freight costs. The freight costs are influenced by the amount of space the shipment occupies, or the dimensional weight, whereby one (1) kg of freight may contain a maximum of 6000 cm³. If the dimensional weight is higher than the weight in kg, then this dimensional weight applies as the calculation basis for the rate. (For example: if a freight only weighs one (1) kg yet takes up more than 6000 cm³ in space, the airline may charge an additional cost.)

These supplementary costs may be charged separately and subsequently to the Customer.

4.5.3 Advanced costs

The Remover shall not be expected to provide security from its own resources for the payment of duties, levies, taxes, or any other obligations whatsoever, should these be required by third parties. Should the Remover nevertheless furnished security from its own resources, the Customer shall be obliged to reimburse the Remover for any costs advanced which have been incurred for the purposes of the Customer's Goods and/or the smooth(er) progress of the removal assignment. The Remover shall submit all evidence to that effect.

ARTICLE 5 – PRICE CHANGES

5.1 NATIONAL

The Remover is be entitled to make price changes that are independent of the will of the Remover or the subcontractor and relate to legislative changes, imposed collective labour agreements, changed fuel and transport-related costs.

The reason for the price change must be communicated to the Customer at the time when the Remover becomes aware of it. This applies to both price increases and price reductions.

5.2 NATIONAL - CONSUMER

Free of charge cancellation

The Remover shall be entitled to implement price changes within three (3) months of the agreement's conclusion which are beyond the control of the Remover or the subcontractor and relate to changes in the law, imposed collective labour agreements, changed fuel and transport-related costs.

Should the Remover implement price changes after three (3) months of the agreement's conclusion, the Consumer shall be entitled to terminate the agreement free of charge.

5.3 INTERNATIONAL

The Remover shall be entitled to implement price changes which are submitted by the subcontractor, provided that the subcontractor proves these price changes and they appear to be unavoidable and which the Remover cannot refuse with a view to the interests of the Customer and/or timely performance of the contract (e.g. no alternative solution is available).

The reason for the price change must be communicated to the Customer at the time when the Remover becomes aware of it. This applies to both price increases and price reductions.

5.4 INTERNATIONAL - CONSUMER

Free of charge cancellation

Should the Remover implement price changes after three (3) months of the agreement's conclusion, the Consumer shall be entitled to terminate the agreement free of charge, unless the Goods have already been loaded/in transit.

ARTICLE 6 – CUSTOMS FORMALITIES – INTERNATIONAL

Without prejudice to other obligations incumbent on the Customer in these General Terms & Conditions, the Customer is obliged to hand over or deliver to the Remover all documents necessary for dispatch, receipt, and customs formalities, duly completed, at the latest three (3) days before the removal.

The Remover shall provide the Customer with the necessary information in good time regarding which documents are required. Where necessary, the Customer shall present himself in person to the customs authorities at their first request. Customs formalities are always carried out in accordance with the information and documents provided by the Customer. Unless the contrary is stipulated, the Remover or its agent shall perform the customs formalities on behalf of and at the expense of the Customer.

Except where the Remover is liable, the Customer bears full responsibility for the information provided by him, both with respect to the Administration and with respect to the Remover or any third party. The Customer alone shall bear all consequences arising from any false, incomplete, late, or by mistake incorrectly provided information and/or documents supplied by him. He shall compensate the Remover for all costs incurred as a result and indemnify it against any claims which may arise as a result.

ARTICLE 7 – OBLIGATIONS OF THE REMOVER

The Remover is obliged:

- to receive the Goods to be moved, with due observance of the provisions of Article 9, at the agreed place and time.
- to deliver the Goods to be moved or have the Goods to be moved delivered at the location to be designated by the Customer in the condition in which they are made available to the Remover for packing and/or disassembling or for transportation.
- to (have) the Goods to be moved loaded and/or (have) the Goods unloaded.
- to complete a commenced removal without delay.
- to monitor the progress of the delivery of the Customer's Goods to the extent possible. Should the delivery of the Goods be delayed, the Remover shall notify the Customer of this as soon as possible.
- if such has been agreed in writing, to disassemble or have disassembled the Goods which, in view of their nature and/or the method of transport, should be disassembled and/or packed and to unpack and/or assemble them at their destination.
- against payment of the additional costs arising therefrom, after explicit approval of such additional costs by the Customer, to perform all related work unless this would disproportionately interfere with the removal company's exploitation.
- to provide the Customer with the packing material ordered for the removal, whether against payment.
- to request instructions from the Customer if for any reason whatsoever the performance of the removal is or becomes impossible and, failing such instructions, take all measures he, as diligent Remover, may deem to be in the interests of the Customer. The additional costs arising therefrom shall be borne by the party to whom the hindrance is attributable.
- to indemnify the Customer against claims from third parties resulting from a failure to perform its obligations unless such claims from third parties cannot reasonably be attributed to the Remover.

ARTICLE 8 – CUSTOMER OBLIGATIONS

8.1 Location plan

The Customer is required, at the latest three (3) days prior to the removal, to provide the Remover with a location plan. This plan indicates the exact location of each item to be moved. Should the Customer not be able to submit this plan in good time, the Customer shall ensure that he himself or an agent is present during the removal to indicate the correct location of the Goods. Should the Customer not have submitted a location plan, nor be present or represented during the removal, the Remover cannot be held liable for the incorrect location of the Goods.

8.2 Nature of the Goods

The Customer is obliged to complete the checklist sent to it by the Remover completely and correctly. The checklist shall, in particular, draw the attention of the Remover to the nature of the Goods, inter alia:

- (valuable) Goods and/or objects requiring special treatment (such as antiques, works of art and design objects, but also defective Goods).
- Goods as described under the special arrangement of Article 2.6.
- heavy Goods and Goods of deviating/abnormal dimensions which require the use of ladder lifts, hoists and/or cranes, without this list being exhaustive.

8.3 Defective Goods

The Remover shall have the right to refuse to move defective Goods. Defective Goods are those Goods of which the Remover may reasonably assume that manipulation and/or transport of such Goods will more than likely result in (further) damage.

8.4 Surrounding factors

The Customer must honestly and completely indicate all factors that may influence the normal work or increase the degree of difficulty.

For example, he must accurately represent the location and arrangement of the loading/unloading address.

8.4.1 Loading/unloading address

The Customer must indicate:

- whether or not there is easy access for the removal truck and the removal lift.
- whether the Customer must be moved from a residence that is located above a terrace and/or shop (with bicycle racks), which means that the removal truck cannot be parked in front of the door.
- what the maximum load capacity of the ramp is.
- whether the windows and doors are wide/high enough to bring the larger objects in/out.
- whether the stairs- in the house and in the common hallway are wide enough.
- whether there is a lift, and whether it may be used by the Remover.
- whether the facades and/or balconies of the building can withstand professional placed ladder lifts.
- what the maximum floor load is on the floors at the loading/unloading address.

8.4.2 Surroundings

The Customer must indicate:

- whether any public works are being carried out that could impede the removal.
- whether there are any low-hanging branches and/or other obstacles that could impede the passage of the removal truck and/or removal lift.
- whether there is a passageway that is (too) low and obstructs the access of the removal truck (bridge/ viaduct).
- whether there is public transport in the street of the loading/unloading address.
- whether there is any police regulation applicable in the street of the loading/unloading address that may hinder the execution of the removal.
- whether verges must be crossed.
- if any dirt roads, canals/ditches, or other obstacles need to be crossed, without this list being exhaustive.

All consequences (delays, costs, fines) of concealment, negligence, or mistakes in this regard by the Customer or his agent shall be borne by the Customer.

8.5 Right of disposal of the Goods

The Customer declares that it has the legal right to dispose of all the Goods to be removed and that the Goods are not subject to seizure. The Customer shall indemnify the Remover and hold it harmless from any claims by third parties against the Remover should it appear that the Customer is not entitled to dispose of the Goods.

8.6 Mandatory presence of the Customer during the removal

The Customer or his agent must be present throughout the entire duration of the work: packing, loading, unloading, unpacking including the time spent on breaks and/or meals. Should the Customer, his agent or his trustee nevertheless leave the residence during the performance of the work, the Remover shall not be held liable for any claim arising from the absence of the Customer, his agent, or his agent, unless the damage is caused by a demonstrable error by the Remover.

The Customer, his agent or his representative must personally ensure that nothing is left behind in the home he leaves. The Customer alone shall bear the consequences of noncompliance with these provisions.

8.7 Precautions when loading and unloading

The Customer or his agent shall take all necessary precautions to ensure that the Remover's vehicles can be loaded or unloaded immediately upon arrival. All consequences and additional costs arising from a failure to take such precautions shall be borne by the Customer. Should the Remover itself be responsible for the fact that it is unable to load and/or unload immediately, it shall bear all the consequences and additional costs arising therefrom.

8.8 Parking permit(s)

The Customer shall bear the costs of the necessary reservation of spaces for the purpose of parking the removal truck and/or the hoisting devices, where the police regulations so require. Should the Remover offer its services for this reservation, the costs of the reservation shall be borne by the Customer.

The Remover cannot be held responsible for delays resulting from parking prohibition signs not being placed or incorrectly placed. Any delay caused by the failure to place or incorrect placing of parking prohibition signs and/or by wrongly parked cars shall be borne by the Customer.

The Customer shall at all times indemnify the Remover against all claims by third parties resulting from the Customer's failure to perform his obligation.

8.9 Contradictory Inventory

Should the Customer wish to have a contradictory inventory drawn up of the Goods to be moved, he shall notify the Remover at least three (3) days before the removal. The Remover shall then appoint a special employee to perform the task. The costs of drawing up this inventory shall be borne by the Customer and shall be notified to him in advance. Any other inventory that is submitted to the Remover shall not bind the latter in any way.

ARTICLE 9 – SUBCONTRACTING

9.1 Subcontracting

The Remover shall be permitted to subcontract the agreement in whole or in part to subcontractors. The agreement shall specify, as far as possible, the subcontractors to be engaged. The Remover shall inform the Customer as quickly as possible of these subcontractors, where this could not have been foreseen at the time the agreement was concluded, and of any changes in this respect.

9.2 NATIONAL - CONSUMER

This provision shall not apply if the possibility of subcontracting is expressly excluded in writing by the Consumer at the commencement of the Removal Agreement.

9.3 INTERNATIONAL

The Remover shall be permitted to subcontract the removal agreement in whole or in part to subcontractors. The agreement shall specify as far as possible the third parties and/or subcontractors which are to be used. Where this could not have been foreseen at the time the contract was concluded, and where there are any changes to the agreement, the Remover shall inform the Customer of these subcontractors and/or third parties as quickly as possible.

9.4 INTERNATIONAL - CONSUMER

The Consumer may NOT exclude the possibility of subcontracting for the international removal. The Remover is bound by various international transport and forwarding regulations as well as fixed cooperative agreements, which limits the choice of a subcontractor.

ARTICLE 10 – CANCELLATION OF THE AGREEMENT

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 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:

- 10% of the amount of the contract in the event of cancellation more than one (1) week prior to the agreed date of performance.
- 25% of the amount of the contract in the event of cancellation less than seven (7) days but more than three (3) days prior to the agreed date of performance.
- 50% of the amount of the contract in the event of cancellation less than three (3) days but more than one (1) day prior to the agreed date of performance.
- 100% of the amount of the contract in the event of cancellation less than twenty-four (24) hours prior to the agreed date of performance.

ARTICLE 11 – PACKAGING

Any rented packaging not returned by the Customer after the completion of the removal shall by operation of law and without notice of default give a right to compensation based on the rates of the company. All rented packaging damaged by the Customer's in such a way that it cannot be used shall, by operation of law and without notice of default, give a right to compensation for loss of use and the cost of retrieval, based on the company's rates.

At the request of the Customer, the Remover may remove the packaging emptied on the last day of the removal.

ARTICLE 12 – LIABILITY OF THE REMOVER

12.1 Liability of the Remover

With the exception of force majeure, external cause, circumstances beyond the control of the parties and the cases provided for in Article 13.3 below, the Remover shall be liable for loss and damage caused by it and/or its Subcontractor(s) to objects forming part of the removal and/or damage caused by it and/or its Subcontractors to the building (loading and/or unloading address), as well as for loss resulting from delay, caused by the fault of the Remover and/or its Subcontractor(s), with the exclusion of loss, damage and delay attributable to third parties.

12.2 Limited liability

The liability of the Remover in the event of loss of or damage to the objects being moved through its fault shall be limited to a sum of EUR 125 per cubic metre of the lost or damaged objects.

The liability of the Remover may under no circumstances be limited where there is intent, and/or gross negligence and/or gross negligence.

12.3 Exclusion of liability

The Remover shall in all cases be relieved of any possible liability regarding the transport and handling of furniture, equipment and objects which have been packed and/or unpacked by the Customer and/or intervening parties other than the Remover or its subcontractors.

The Remover is also relieved of all damage and losses during the removal which are exclusively attributable to the Customer, a family member, his agent or a third party, including damage to buildings.

12.3.1 Delay by third parties - INTERNATIONAL

The Remover shall - insofar as possible - provide the Customer with information regarding the status and progress of the carriage of its Goods. The Remover shall NOT be liable for any delays caused by third parties, including delays:

- in the shipping and/or carriage by the shipping company, railway company and/or airline.
- due to consolidation.
- due to delays at borders.
- by custom clearance.
- by controls by customs (e.g., scanning).
- due to other customs related problems, without this list being exhaustive

The Remover cannot guarantee delivery times, arrival and departure dates for shipments which require the services of third parties. These delivery times, arrival and departure can at best be estimated. The mere mention by the Customer of a (desired) delivery date is not binding on the Remover.

12.4 Culpable delay

12.4.1 Culpable delay - Remover

Except in the event of force majeure, external cause and/or delay attributable to third parties, the Remover shall be liable for any delay where 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 Remover shall immediately inform the Customer of any delay.

12.4.2 Culpable delay - Customer

Except in the case of force majeure, external cause, 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 Remover of any delay.

12.5 Force majeure

Force majeure shall be understood to mean: all circumstances over which the Remover has or should have no control and which humanly speaking make it practically impossible for it to perform its obligations.

12.5.1 Force majeure situations (non-exhaustive)

The Remover shall in particular not be 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.
- closure of thaw barriers, closure and/or delay at border posts, delay and/or stay in stations, customs, airport, or toll stations.
- fire, explosion.
- lightning, flooding, severe snow- and hailstorms, ice, severe thunderstorms, storm code orange and gusts code red, tornadoes.
- unforeseen technical derangements, etc.;

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

12.6 Temporary impediment

If the performance of the obligations under the removal agreement is temporarily prevented because of force majeure, the force majeure will only result in the postponement of the performance of those obligations (except for payment obligations), and the force majeure will not be applied as a reason for not performing the removal agreement or for terminating the removal agreement.

The temporary suspension of the performance of the removal agreement and any ancillary agreements (rental of removal equipment, ladder lift, crane, etc.) due to force majeure shall lead to an extension of the delivery period for the period of the force majeure by operation of law and without compensation for damages for the period of the force majeure.

12.7 Good professional

The Remover shall act as a good professional in the field of removals and shall take the measures which, depending on the circumstances, best serve the interests of its Customer. All reasonable costs arising from the above events which the Remover has had to incur, shall be borne by the Customer.

12.8 Permanent impediment

If the performance of obligations under the agreement is permanently prevented by force majeure, each Party shall be entitled to terminate the agreement without being liable for damages.

ARTICLE 13 – DAMAGE

13.1 Notification of damage to goods and buildings

On pain of forfeiture of rights, the Customer must formulate his objections to the Remover in writing and in good time:

- in the event of visible damage: immediately, not later than at the time of delivery, on the document presented to him, following the inspection of the Goods and the building by both Parties. Should the Customer fail to report any visible damage to the Goods and/or the building during this tour or refuse to carry out an inspection of the Goods and/or tour with the Remover, the Customer shall be deemed to have received the Goods in the condition in which he handed them over to the Remover and it shall be assumed, that no damage was caused by the Remover to the loading or unloading address, unless proof to the contrary is provided;
- in the event of non-visible damage: by e-mail or registered letter at the latest within three (3) working days following delivery, not including the day of delivery, or as otherwise agreed. Should the Customer fail to report invisible damage within the set period, the Customer shall be deemed to have received the Goods in the condition in which he handed them to the Remover, and it shall be assumed, that no damage was caused by the Remover to the loading or unloading address, unless proof to the contrary is provided.

13.2 Notification of damage due to delay

13.2.1 Delay by the Remover

In the event of delay in delivery, compensation for loss due to culpable delay shall only be payable where the Customer proves that damage has occurred as a result therefrom and that a complaint has been submitted, by e-mail or by registered letter to the Remover, within two (2) working days of the delivery of the removed items, not including the day of delivery. Where the Customer does not report damage caused by delay within the specified time limit, it is assumed that the removal was performed without delay, unless proof to the contrary is provided.

13.2.2 Delay by the Customer

In the event of delay in delivery, compensation for loss due to culpable delay shall only be payable where the Remover proves that damage has occurred as a result as a result therefrom and that a complaint has been submitted, by e-mail or by registered letter to the Customer, within two (2) working days of the delivery of the removed items, not including the day of delivery. Where the Remover fails to report damage resulting from a delay within the prescribed period, it is assumed that the removal was performed without delay, unless proof to the contrary is provided.

Any delay of more than thirty (30) minutes caused by or attributable to the Customer or his agent, shall give rise to the payment of compensation by the Customer to the Remover, where the latter proves that, because of downtime of equipment and personnel, the contractually agreed removal price no longer covers the hours performed. Compensation will then be equal to the difference between the agreed removal price and the actual removal 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 Remover because of the delay.

ARTICLE 14 – COMPENSATION

14.1 Payment of damage to the Customer

If the liability of the Remover has been adversarial determined pursuant to Article 12.1 and 13.2.1 and the damage/loss has been assessed and determined, compensation shall be payable to the Customer no later than fourteen (14) days after the discharge has been issued, failing which statutory interest shall be payable from the date of the issue of the discharge as well as liquidated and irreducible compensation of 10% of the damage of the principal amount - with a minimum of €40.

14.2 Payment of damage to the Remover

If the Customer's liability has been adversarial determined pursuant to Article 12.4.2 and 13.2.2 and the damage/loss has been assessed and determined, compensation shall be payable to the Remover no later than fourteen (14) days after the issue of the discharge, failing which statutory interest shall be payable with effect from the date of the issue of the discharge as well as liquidated and irreducible damages of 10% of the damage of the principal amount - with a minimum of €40.

14.3 Statute of limitations

Without prejudice to the applicable rules of mandatory concerning prescription, all claims against the Remover become time-barred one (1) year after the determination of the damage and/or shortages, or in the event of dispute, one (1) year after the date of invoice.

14.4 Suspension of payment

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

14.5 Defence

The Remover stipulates all statutory and contractual rights which it may invoke to avert its own liability, also on behalf of all those - including both servants and non-servants - who are involved in the performance of the agreement and for whom it is liable according to the law.

ARTICLE 15 – 'ALL RISKS' INSURANCE

15.1 All-risk coverage

The liability of the Remover is limited, see Article 12.2. Despite all the good care taken by the Remover and/or parties which the Remover calls upon for the performance of the removal agreement, damage may nevertheless occur to the goods being moved. It is therefore advisable for the Customer to take out an "All Risks" insurance so that he can be reimbursed at the current value of the damaged items. There are various possibilities for this:

15.1.1 Offer from Remover

At the explicit request of the Customer, the Remover may offer an "All Risks" policy whether as an intermediary. The Remover may request its broker to have the Goods which form part of the removal insured against "All Risks", namely: theft, damage, loss, fire, etc., in accordance with the insurer's general terms and conditions. The insurance value of the Goods which form part of the removal is understood to

be: "in total value" - if necessary, by application of the proportionality rule, which must correspond to the replacement value of the whole of the Goods to be removed, in their present condition.

15.1.2 Own insurer

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

15.2 No Cover

Should the Remover's broker/insurer be unable to provide cover for the Customer's Goods or be unable to provide cover for all the Goods, the Remover shall notify the Customer of this without delay. In such a case, the Remover shall never be liable for such a refusal.

15.3 Explicit written instruction

Where the Customer has not given the Remover an explicit written order to insure, the Remover shall be entitled to assume that the Customer has insured the Goods itself in accordance with the conditions set out in Article 15.1.2 or does not wish to insure his Goods in "All Risks".

15.4 No insurance

The Customer understands that, should he not wish to take out insurance and damage occurs for which the Remover is liable, the Remover shall only be obliged to compensate the Customer in accordance with the provisions of Article 12.2.

ARTICLE 16 – SAFEKEEPING

The transport of removal goods and/or furniture to a place of storage is subject to these conditions. Specific provisions for the storage of removal goods and/or furniture are contained in the "BCR Safekeeping Terms & Conditions".

ARTICLE 17 – SPECIAL RIGHTS

17.1 Right of retention and right of lien (pledge)

Without prejudice to the rights granted to the Remover by the Act of 5 May 1872 concerning the revision of the regulations relating to the Pledge and the Commission, the Customer grants to the Remover (1) a conventional right of retention in respect of all goods which it would offer for removal pursuant to instructions given to the Remover, and (2) all rights provided for in the Act of 11 July 2013 amending the Civil Code as regards collateral securities on movable Goods and repealing various provisions in this respect ("Pledge Act").

17.2 Right of retention - suspension of delivery

The Remover reserves the right to exercise a 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 of the Goods until the Customer has fulfilled his payment obligations.

17.3.1 Lien

The lien gives the Remover the right to be paid, in preference to other creditors of the Customer, from the proceeds of the realisation of the Customer's Goods. The lien also extends to all claims which take the place of the encumbered Goods and to the fruits produced by the encumbered Goods. The lien secures all (existing and/or future) claims of the Customer resulting from the Removal agreement and this to the maximum amount of the principal sum and the ancillary costs such as interest, compensation and costs of execution / all legal costs related thereto.

17.3.2 Lien - CONSUMER

The lien gives the Remover the right to be paid, in preference to other creditors of the Customer, from the proceeds of the realisation of the Customer's goods. The lien also extends to all claims which replace the encumbered goods and to the fruits produced by the encumbered goods. The lien secures all (existing and/or future) claims of the Customer resulting from the removal agreement with due observance of Art.12 paragraph 2 of the Pledge Act, which provides for a special regulation for the protection of the pledgee - Consumer.

17.4 Exercising the right of lien

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

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

The Customer or any interested third party may free himself from the lien until the time of the foreclosure by paying the amounts specified in the notice and the foreclosure costs already incurred.

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

The Remover, the Customer and/or interested third parties may at any time go to court to resolve a dispute about the enforcement. Such a claim shall suspend the enforcement of the lien.

17.5 Exercising the right of lien - CONSUMER

If the claims secured by the Goods remain unpaid at their due date, the Remover may, after serving a notice on the Customer/Consumer in accordance with the provisions of the Pledge Act, 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 Remover may in turn order a bailiff to conduct a public or private sale of the encumbered Goods. In such cases, the Remover may not act as buyer.

17.6 Proceeds

The amount resulting from the enforcement shall serve for payment of the secured claim and reasonable enforcement costs. If there are 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 Remover to choose the manner in which the Goods encumbered under the lien may be monetised, by private sale, public sale or appropriation of the Goods. By accepting these BCR Removal Terms & Conditions, the Customer authorises the Remover to take the necessary steps to register its lien in the National Pledge Register.

17.8 Standstill

In any event, the Customer grants express permission to the Remover to release its equipment after a standstill of two (2) days, and to place the transported Goods in a storage place or warehouse. All this at the expense, risk, and peril of the Customer, including the cost of subsequent delivery.

If the stay in a place of storage or a warehouse lasts for more than one (1) month and the Customer fails to take the necessary measures within ten (10) days of the sending of a registered letter by the Remover, the Remover may, in accordance with the provisions of the Pledge Act, initiate the sale of the encumbered Goods.

ARTICLE 18 – PAYMENT TERMS

18.1 Protesting of invoice

The Remover's invoices are deemed to have been accepted by the Customer unless there is a substantiated written protest within eight (8) days of the date of the invoice.

18.2 Payment Term

All invoices shall be paid within fourteen (14) days from the date of the invoice, unless expressly agreed otherwise and without any discount or costs (including exchange rates) being borne by the Remover.

18.3 Late payment interest

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.

18.3.1 Late payment interests - CONSUMER

In the event of non-payment within the stated expiry period, the statutory interest on arrears shall be due - by operation of law and without prior notice of default - from the date of the invoice, as well as a fixed and irreducible compensation by way of administrative costs of 10% of the invoice amount - with a minimum of €40. In the event of non-payment of an invoice on the due date, all amounts still due shall become immediately payable.

18.4 Deposit - NATIONAL

The Remover reserves the right to demand a deposit of the removal price.

18.5 Advance payment - INTERNATIONAL

The Remover reserves the right to request a full advance payment of the removal price for all international removals. This advance payment must be made at the latest three (3) days before the departure of the Goods from Belgium, failing which the Remover reserves the right to suspend delivery until the Customer has fulfilled his payment obligations in full.

18.6 Suspension of delivery

The Remover reserves the right to suspend delivery regarding the execution of the removal assignments for the Goods, for which the invoice and / or advance payment has not been paid and the invoice has not been protested on time, and motivated, until the Customer fulfils his payment obligation. The additional costs (standing, storage and safekeeping costs) are for the account of the Customer and must be paid together with the removal price owed before the Goods are delivered.

ARTICLE 19 – PROCESSING AND PROTECTION OF PERSONAL DATA

19.1 GDPR

The Remover 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 respect this legislation.

19.2 Data

The Remover 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 Customer (and his family members) to perform the agreement, to maintain a customer administration, to fulfil accounting obligations and to manage any disputes.

19.3 Appropriate measures

The Remover has taken appropriate measures to guarantee the privacy and security of personal data. The Remover only allows a limited number of employees (based on the “need to know” principle) access to the personal data. The Remover shall inform the Customer of how his privacy and rights are safeguarded.

ARTICLE 20 – TRANSLATION BCR REMOVAL TERMS & CONDITIONS

These “BCR Removal 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 21 - NULLITY

If one or more provisions of these BCR Removal Terms & Conditions is, for whatever reason, declared unlawful, invalid, void, or unenforceable, in whole or in part, such unlawfulness, invalidity, voidability or unenforceability shall not affect the remaining provisions. Where appropriate, the Parties shall negotiate to the best of their ability and in good faith to replace this provision with a legal, valid, and enforceable provision having a similar economic effect.

21.1 CONSUMER

Pursuant to Article VI.84 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 22 – APPLICABLE LAW AND JURISDICTION OF THE COURT

22.1 Applicable Law

All contracts between the Remover and the Customer shall be governed exclusively by Belgian law.

22.2 Competence of the courts

All disputes arising from or in connection with an agreement, regardless of whether it concerns a national or international removal, to which these “BCR Removal Terms & Conditions” apply or the performance thereof, and which cannot be resolved amicably, shall be settled by the competent courts of the district in which the Remover has its registered office, without prejudice to the right of the Remover to initiate the dispute before a court of law as provided for in Article 624, 1°, 2° and 4° of the Belgian Judicial Code.

22.3 NATIONAL - CONSUMER

All disputes arising from or related to a contract to which these “BCR Removal Terms & Conditions” apply or the performance 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 provided for in Article 624, 1°, 2° and 4° of the Belgian Judicial Code.

22.4 INTERNATIONAL - CONSUMER

All disputes arising from or connected with a contract to which these “BCR Removal Terms & Conditions” apply or the performance thereof, which cannot be resolved amicably, and which are brought by the Remover or the Consumer, shall be settled by the competent court as provided for in Regulation 1215/2012.



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