



**GENERAL TERMS & CONDITIONS**  
**LIFT SERVICE BCR**



# CONTENTS

<b>GENERAL TERMS &amp; CONDITIONS</b>	<b>5</b>
<b>DEFINITIONS</b>	<b>6</b>
<b>ARTICLE 1 – APPLICABILITY OF THE BCR LIFT SERVICE CONDITIONS</b>	<b>7</b>
<b>ARTICLE 2 – AGREEMENT</b>	<b>7</b>
2.1 Quotation	
2.2 Validity	
2.3 Adjustment/completion of quotation	
2.4 Conclusion of the contract	
2.5 (Breaking off) of negotiations	
<b>ARTICLE 3 – THE SERVICE</b>	<b>8</b>
3.1 Lift	
3.2 Goods excluded from the service	
3.3 Platform	
<b>ARTICLE 4 – RIGHT OF WITHDRAWAL</b>	<b>8</b>
4.1 Remote/off-premises contracts	
4.2 Term	
4.3 Exercising the right of withdrawal	
4.4 Refund Consumer	
4.5 Proportionate compensation	
4.6 Loss of right of withdrawal	
<b>ARTICLE 5 – PRICE</b>	<b>9</b>
5.1 Basic price	
5.2 Mileage fee	
5.3.1 VAT	
5.3.2 VAT - CONSUMER	
5.4 Advance	
5.5 Customer information	
5.6 Supplementary Costs	
<b>ARTICLE 6 – PRICE CHANGES</b>	<b>10</b>
6.1 Price Changes	
6.2 CONSUMER	
<b>ARTICLE 7 – SUBCONTRACTING</b>	<b>10</b>
7.1 Subcontracting	
7.2 CONSUMER	

---

---

<b>ARTICLE 8 – OBLIGATIONS OF THE SERVICE PROVIDER</b>	<b>11</b>
<b>ARTICLE 9 – OBLIGATIONS OF THE CUSTOMER</b>	<b>11</b>
9.1 Information	
9.2 Location and environmental factors	
9.3 Precautions at loading and unloading	
9.4 Parking permit(s) and wrongly parked vehicles	
9.5 Penalties for non-compliance	
<b>ARTICLE 10 – CANCELLATION OF THE AGREEMENT</b>	<b>13</b>
<b>ARTICLE 11 – CANCELLATION BY THE SERVICE PROVIDER</b>	<b>13</b>
11.1 Timely presence	
11.2 Serious reasons	
<b>ARTICLE 12 – LIABILITY OF THE SERVICE PROVIDER</b>	<b>13</b>
12.1 Liability of the Service Provider	
12.2 Limited Liability	
12.3 Exclusion of liability	
12.4 Culpable delay	
12.4.1 Culpable delay - Service Provider	
12.4.2 Culpable delay - Customer	
12.5 Force Majeure	
12.5.1 Situations of force majeure	
12.6 Temporary impediment	
12.7 Good professional	
12.8 Permanent impediment	
<b>ARTICLE 13 – LIABILITY CUSTOMER</b>	<b>16</b>
13.1 Correct use of the Lift	
13.2 Delay	
<b>ARTICLE 14 – DAMAGE</b>	<b>16</b>
14.1 Reporting damage	
14.2 Notification of damage due to delay	
14.2.1 Delay by the Service Provider	
14.2.2 Delay by the Customer	
14.3 Burden of proof	
<b>ARTICLE 15 – COMPENSATION</b>	<b>17</b>
15.1 Paying out damage to the Customer	
15.2 Paying out damage to the Service Provider	
15.3 Limitation period	
15.4 Suspension	
15.5 Defence	

---

# BCR LIFT SERVICE CONDITIONS

---

- ARTICLE 16 – INSURANCES ‘ALL RISKS’** **17**
  - 16.1 All Risks cover
    - 16.1.1 Offer of Service Provider
    - 16.1.2 Own Insurer
  - 16.3 No cover
  - 16.4 No Insurance
  
- ARTICLE 17 – PAYMENT TERMS** **18**
  - 17.1 Protesting invoice
  - 17.2 Partial protest
  - 17.3 Expiry date
  - 17.4 Late payment interests
    - 17.4.1 Late payment interests - CONSUMER
  - 17.5 Suspension of services
  
- ARTICLE 18 – NETTING** **20**
  
- ARTICLE 19 – PROCESSING AND PROTECTION OF PERSONAL DATA** **20**
  - 19.1 GDPR
  - 19.2 Data
  - 19.3 Appropriate measures
  
- ARTICLE 20 – NULLITY** **20**
  - 20.1 CONSUMER
  
- ARTICLE 21 – TRANSLATION BCR MOVING LIFT CONDITIONS** **21**
  
- ARTICLE 22 – APPLICABLE LAW AND JURISDICTION COURTS** **21**
  - 22.1 Applicable law
  - 22.2 Jurisdiction of the courts
  - 22.3 NATIONAL - CONSUMER
  - 22.4 INTERNATIONAL - CONSUMER

---

# GENERAL TERMS & CONDITIONS LIFT SERVICE BCR

## **hereinafter THE 'BCR LIFT SERVICE CONDITIONS'**

These BCR Lift Service Terms & Conditions 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 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 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.

## DEFINITIONS

### **THE CUSTOMER:**

the purchaser, the party who wishes to move items or other movable items by means of a Lift, who is not considered a Consumer in accordance with Book I, Title 1, Article I.1 2° of the Belgian Economic Code (WER);

### **THE CUSTOMER/CONSUMER:**

the purchaser, any natural person who acts 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 Belgian Economic Code;

### **THE SERVICE PROVIDER:**

the contractor recognised by the BCR, who performs removal lift services on a professional basis;

### **THE LIFT SERVICE:**

the services offered by Service Provider consisting of (i) the transport and placement of the Lift, (ii) the use of the Lift and (iii) the operation of the Lift by a lift operator appointed by Service Provider;

### **THE LIFT:**

the removal lift/hoist that will be used in the performance of the service;

### **THE PURCHASE ORDER/SIGNED QUOTATION:**

the document attached to these terms, summarising the arrangements made and the price thereof, signed by both parties, which implies their acceptance of the arrangements concerning the Lift Services as contained therein;

### **THE GOODS:**

all movable items to be moved with the Lift;

### **THE BCR:**

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

### **WORKING DAYS:**

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

## **ARTICLE 1 – APPLICABILITY OF THE BCR LIFT SERVICE CONDITIONS**

All offers made by the Service Provider, Quotations submitted, agreements concluded and the performance thereof, including all (legal) acts performed in the context thereof, are governed by these BCR Lift Service Conditions.

In the event of conflict between any provisions in the Quotation or Purchase Order form and these BCR Lift Service Conditions, that which is stated in the Quotation or Purchase Order form will prevail.

## **ARTICLE 2 – AGREEMENT**

### **2.1 Quotation**

On the basis of the information provided by the Customer, the Service Provider shall draw up a Quotation. The information provided by the Customer shall be deemed to be necessary, useful, correct, and complete for the execution of the Agreement.

Every Quotation is based on an execution under normal circumstances and during normal working hours, unless explicitly stated otherwise. Every Quotation relates exclusively to the services, and the scope thereof, as stated in the Quotation. The Quotation does not include any compensation for additional work, unless explicitly stated otherwise.

### **2.2 Validity**

A Quotation is only valid for the duration stated on it or, in the absence thereof, for a duration of thirty (30) calendar days.

### **2.3 Adjustment/completion of Quotation**

An amendment and/or supplement to the Agreement shall only have effect insofar as the Service Provider has confirmed this in writing. All additional orders take place automatically under the same terms & conditions unless expressly confirmed otherwise in writing by the Service Provider.

### **2.4 Conclusion of the agreement**

Alternatively, upon receipt of the Customer's consent to the Quotation, the Service Provider prepares 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 Service Provider unchanged within the period of validity. The acceptance is deemed to reflect the Agreement correctly and in full.

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

### **2.5 (Breaking off the) negotiations**

Except in the event of erroneous conduct, the Service Provider 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 Service Provider without stating any reasons and without being liable for any compensation or being obliged to continue negotiations.

## BCR LIFT SERVICE CONDITIONS

---

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 Service Provider obliged to prepare for it. Until a signed Purchase Order Form or signed Quotation has been reached, the Customer cannot enforce the agreement, nor is the Service Provider obliged to prepare it.

### ARTICLE 3 – THE SERVICE

#### 3.1 Lift

The Lift Service consists of the mere operation of the Lift by the lift operator. The Service Provider/lift operator is therefore NOT responsible for the placement and unloading of the Goods on and from the Lift. The Customer alone is responsible for the correct placement and attachment of the Goods on the Lift in accordance with the instructions on correct and safe use.

If the Service Provider, upon explicit request of the Customer, should nevertheless assist in placing and unloading the goods on and from the Lift, this shall be done at the explicit responsibility and risk of the Customer.

#### 3.2 Goods excluded from the service

The Customer undertakes not to place any Goods on the Lift which exceed the maximum lifting capacity specified by the manufacturer/constructor and/or the dimensions of the loading platform.

#### 3.3 Platform

The Customer (or other persons assisting the Customer in loading and unloading the Goods on the Lift shall at no time and under no circumstances enter the loading platform.

### ARTICLE 4 – RIGHT OF WITHDRAWAL

#### 4.1 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 4(3), unless the services were provided within this withdrawal period at the express request of the Consumer.

#### 4.2 Term

The Consumer has a period of fourteen (14) days to withdraw from the provision of the service. This fourteen (14) day period starts the day after the Purchase Order/Quotation is signed - unchanged - by both Parties or the day after the Quotation is signed by the Customer.

#### 4.3 Exercising the right of withdrawal

To exercise the right of withdrawal, the Consumer must inform the Service Provider of his decision to withdraw from the agreement by an unequivocal statement, by post or by e-mail. The Consumer can make use of 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 on 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.

#### **4.4 Refund Consumer**

If the Consumer correctly rescinds the contract in accordance with the terms 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 Service Provider was informed of the Consumer's decision to withdraw from the contract.

#### **4.5 Proportionate compensation**

If the Consumer exercises his right of withdrawal, all supplementary contracts shall be cancelled by operation of law. However, the Consumer must pay the Service Provider a proportional amount for what has already been delivered at the time the Consumer informed the Service Provider that he exercises his right of withdrawal, compared to the full exercise of the contract.

#### **4.6 Loss of right of withdrawal**

If the service has already been performed with the Consumer's express prior consent, the Consumer expressly acknowledges that he will lose his right of withdrawal as soon as the Service Provider has performed the contract in full.

## **ARTICLE 5 – PRICE**

### **5.1 Basic price**

Unless explicitly agreed otherwise, the price is calculated based on a fixed unit price per hour and per quarter hour (15 min.) started, to be counted from the moment the Service Provider leaves its premises with the Lift until the moment the Service Provider completes the Lift Service. If the Lift Service takes less than one (1) hour, the flat rate for one (1) hour remains payable by the Customer to Service Provider.

### **5.2 Mileage fee**

The Service Provider is entitled to charge a flat-rate mileage fee for travel (i) from and to the location where the Lift Service is performed, counting from the Service Provider's registered office, and (ii) between two locations where the Relocation Lift Service is being performed on the Customer's instructions.

#### **5.3.1 VAT**

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

#### **5.3.2 VAT - CONSUMER**

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

### 5.4 Advance

The Service Provider always reserves the right to ask for an advance payment from the Customer before proceeding with the implementation of the Lift Service.

### 5.5 Customer information

The price is calculated based on the information provided by the Customer. Consequently, the Customer is obliged to provide the Service Provider with all necessary or useful information, so that the Service Provider can form a clear idea of the circumstances under which the agreement must be performed (volume, nature, number, dimensions, weight of the Goods, location, environment, etc.).

### 5.6 Supplementary Costs

The price is calculated based on an execution during normal working hours per day and/or week and under normal (working) conditions, i.e., that the work must be able to be carried out continuously and consecutively. The Service Provider is entitled to charge additional costs for additional performances due to abnormal circumstances, working hours and difficulties, foreseeable or unforeseeable, or due to incorrect/non-complete specification of the information/details to be provided by the Customer.

## ARTICLE 6 – PRICE CHANGES

### 6.1 Price change

The Service Provider is entitled to implement price changes, which are independent of the Service Provider's or its subcontractors will 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 Customer at the time when the Service Provider becomes aware of it. This applies to both price increases and price reductions.

### 6.2 CONSUMER

#### Free of charge cancellation

The Service Provider is entitled to implement price changes within three (3) months of the conclusion of the agreement that are independent of the will of the Service Provider or the subcontractor and which relate to imposed collective agreements, legislative changes and changed costs in fuel, energy, wages, materials, raw materials, transport, and transport-related items.

Should the Service Provider introduce price changes after three (3) months of the conclusion of the agreement, the Consumer is entitled to terminate the agreement free of charge.

## ARTICLE 7 – SUBCONTRACTING

### 7.1 Subcontracting

The Service Provider is permitted to subcontract all or part of the agreement to subcontractors. The agreement will specify, as far as possible, the subcontractors to be engaged. The Service Provider will inform the Customer as soon as possible of these subcontractors if this could not have been foreseen at the time of concluding the agreement, and of any changes in this respect.

## 7.2 CONSUMER

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

## ARTICLE 8 – OBLIGATIONS OF THE SERVICE PROVIDER

### 8.1 Location plan

The Service Provider is obliged to:

- set up the Lift.
- operate the Lift.
- to complete an order that has been started without delay.
- against payment of the resulting additional costs, after explicit approval of these additional costs by the Customer, to perform all related work unless this would disrupt the operation of the business in a disproportionate manner.
- request instructions from the Customer, if for any reason whatsoever the execution of the agreement is or becomes impossible and, in the absence of such instructions, to take all measures which it may deem to be in the best interests of the Customer as a careful Service Provider. Any additional costs arising from this shall be borne by the party to whom the impediment can be attributed.
- to indemnify the Customer against claims from third parties resulting from non-compliance with its obligations arising from these Terms unless such third-party claims cannot reasonably be attributed to the Service Provider.

## ARTICLE 9 – CUSTOMER OBLIGATIONS

### 9.1 Information

The Customer shall provide all necessary information concerning the location, (the positioning of) the buildings involved, the surroundings and the nature of the Goods to enable the correct execution of the agreement.

The Customer warrants that the agreed location is accessible for the performance of the Lift Service, including for the purpose of delivery, correct placement, and operation of the lift. To this end, the Customer must provide at least the following information:

- whether there is sufficient passage for the Lift to the location.
- whether the ground is stable enough for the placement of the Lift.
- whether there is enough space for the Lift (clearance height 3.5 m and two free parking spaces under the window/balcony through which the goods will pass).
- whether the Goods to be moved with the Lift fit through the window/balcony.
- that no cables are present which may impede the use of the Lift.  
without this list being exhaustive.

### 9.2 Location and environmental factors

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

Thus, the Customer must indicate:

- whether or not there is easy access for the Lift.
  - accurately depict the location and arrangement of the buildings.
  - indicate whether the facades and/or balconies of the building can withstand professional installation of the Lift.
  - whether any public works are carried out that may hinder the installation of the Lift.
  - whether to go on or off the roads.
  - Whether one must cross earth roads, canals, or other obstacles.
  - whether the building's facades and/or balconies can withstand the professional installation of the lift.
  - whether there are any obstacles in front of the building, such as: poles, lampposts, terraces, trees.
  - whether the length of the front garden impedes the installation of the Lift,
- without this list being exhaustive.

All consequences of concealment, negligence, or mistakes in this respect by the Customer or his agent shall be borne by the Customer.

### **9.3 Precautions at loading and unloading**

The Customer or his agent must take all necessary precautions to ensure that the Service Provider's Lift can be set up/installed immediately upon arrival. Thus, the Customer must take care of:

- demarcating/ensuring the inaccessibility of the space where the Lift will be placed.
- the timely application for and obtaining of the necessary permits and/or parking signs, unless the Customer requests the Service Provider in good time to take on the reservation.

### **9.4 Parking permit(s) and wrongly parked vehicles**

The Customer shall bear the costs for the necessary reservation of places to station the Lift, if required by police regulations. The Customer may request the Service Provider to offer this service. In this case, the costs of the reservation will be borne by the Customer.

The Service Provider is not responsible for delays caused by incorrectly parked vehicles. The Customer is responsible for keeping two (2) parking spaces free and this right under the window opening through which the goods must pass. The Service Provider can also not be held responsible for delays caused by not placing or incorrectly placing parking prohibition sign(s).

All consequences and additional costs resulting from the failure of taking these precautions shall be borne by the Customer. If the Service Provider itself is to blame for the fact that the Service Provider cannot immediately implement the agreement, the Service Provider shall bear all consequences and additional costs.

### **9.5 Penalties for non-compliance**

All risks, loss or damage arising from failure to comply with the provisions of this article shall be borne by the Customer (damage to property, damage to buildings, fences, windows, balconies, etc.).

If the Lift Service cannot be performed due to the Customer's fault or negligence, the Customer must compensate the Service Provider for all costs incurred by the Service Provider. The Service Provider shall submit conclusive evidence of these costs.

The Customer shall indemnify and hold harmless the Service Provider for any amount to which the Service Provider is sued by third parties for breach of this provision.

## ARTICLE 10 – CANCELLATION OF THE AGREEMENT

Without prejudice to the rights granted to the Consumer under article 4 regarding his right to withdraw from the contract under certain terms and conditions, and without prejudice to the possibilities of cancellation of the contract by the Service Provider as provided for in article 11, the party who withdraws from the contract (before the agreed date of performance) shall be liable, ipso jure and without notice of default, to pay damages equal to all the damage, losses and costs (all inclusive and none exclusive) suffered by the other party, but not less than

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

## ARTICLE 11 – CANCELLATION OF ORDER BY THE SERVICE PROVIDER

### 11.1 Timely attendance

The Customer shall ensure that he himself or an agent is present at the location fifteen (15) minutes before the agreed time. Additional waiting time or any other delay attributable to the Customer shall be charged to the Customer. If no one is present at the location thirty (30) minutes after the agreed time for the performance of the Lift Service, the Service Provider may consider the agreement cancelled.

In such a case, the Customer shall owe the Service Provider compensation in accordance with the provisions of article 10.

### 11.2 Serious reasons

The Service Provider may at any time at its discretion decide that the Lift Service cannot be performed for compelling reasons, such as the location is not accessible for the performance of the contract, the Goods to be placed on the Lift are not suitable, the building cannot withstand the installation of the Lift, the weather conditions are dangerous, etc...

The Service Provider's decision not to perform the Lift Service due to the above situations cannot give rise to any compensation of any kind.

## ARTICLE 12 – LIABILITY OF THE SERVICE PROVIDER

### 12.1 Liability of the Service Provider

Except in cases of force majeure, external cause, circumstances beyond the control of the parties and the cases described in article 12(3) below, the Service Provider is liable for loss and damage caused by it and/or its Subcontractor(s) on items forming part of the Lift service and/or damage caused by it and/or its Subcontractors on the building, as well as for damage due to delay, caused by the fault of the Service Provider and/or its Subcontractor(s), with the exclusion of loss, damage and delay attributable to third parties.

The Service Provider is never liable for indirect or immaterial damage, such as, but not limited to, loss of income, loss of profit and consequential damage.

### **12.2 Limitation of liability**

The Service Provider's liability in the event of loss of or damage to the moved Goods due to its fault is limited to an amount of €125 per cubic metre of the lost or damaged Goods.

The liability of the Service Provider cannot be limited in any way where there is intent and/or gross negligence.

### **12.3 Exclusion of liability**

The Service Provider shall in all cases be discharged from all liability for any damage and losses:

- if they have been caused by incorrect, unreliable, incomplete, or late input or instructions from the Customer, its agent(s), regarding the information to be provided under article 9.
- if they are caused by delays in the implementation of the Lift Service, which cannot be attributed to the Service Provider.
- if they are caused by placing the Goods on the Lift, attaching the Goods to the Lift, or unloading the Goods from the Lift, as this is done under the responsibility and at the risk of the Customer.
- to the Goods which exceed the dimensions of the loading platform and/or the weight of Goods which exceed the lifting capacity of the Lift.
- caused directly or indirectly by an act of the Customer, a member of his family or his agent(s) or a third party for his account, whether caused by error, negligence, carelessness, or non-application of these conditions (e.g., damage caused by failure to properly place and/or unload the Goods on the Lift).
- if damage was caused by weather conditions such as rain and/or stormy weather and/or gusts of wind.
- if it concerns minor or unavoidable damage to the Goods caused by the normal use of the Lift.
- which would not have occurred if the Customer had taken sufficient care to limit the damage.
- If the Customer does not respect the instructions and professional judgement of the lift operator. If the lift operator judges the facade to be unstable and the Customer chooses to have the work carried out anyway, the placing of the Lift is entirely at the risk of the Customer. (damage to the building, surroundings, Lift and persons).

Pre-existing damage and/or defects to the Goods are excluded from any liability on the part of the Service Provider, even if such damage and/or defects would have been aggravated using the Lift.

### **Personal injury**

The Service Provider shall never be liable for any personal injury and/or death resulting from improper use of the Lift by the Customer, a family member, his agent(s) or a third party on his behalf.

### **12.4 Culpable delay**

#### **12.4.1 Culpable delay - Service Provider**

The Service Provider shall be liable for delay, except for force majeure, external cause and/or delay attributable to third parties, if 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 Service Provider shall inform the Customer immediately if a delay occurs.

#### **12.4.2 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 inform the Service Provider immediately if a delay occurs.

#### **12.5 Force majeure**

Force majeure is understood to mean: all circumstances beyond the control of the Service Provider, or which should be beyond its control, and which humanly speaking make it practically impossible for it to fulfil its obligations.

##### **12.5.1 Situations of force majeure (non-exhaustive)**

In particular, the Service Provider 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.
- closure of thaw barriers, closure and/or delay at border crossing points, delay and/or stay in stations, customs, airport, or toll services.
- fire, explosion.
- lightning, flooding, heavy snow and hail, ice, severe thunderstorms, storm code orange and gusts code red, tornadoes.
- unforeseen technical defects, etc.

If these circumstances are insurmountable and make the proper performance of the service unreasonably onerous.

#### **12.6 Temporary impediment**

If the performance of obligations under the agreement is temporarily prevented because of force majeure, the force majeure will only have the effect of delaying the performance of those obligations (except for payment obligations), and the force majeure will not count as a reason for not fulfilling the agreement or for cancelling the agreement.

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

#### **12.7 Good professional**

The Service Provider acts as a good professional in the Lift Service industry and takes the measures that, in function of the circumstances, best protect the interests of its Customer. All reasonable costs arising from the above events incurred by the Service Provider shall be borne by the Customer.

#### **12.8 Permanent impediment**

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

### ARTICLE 13 – LIABILITY OF THE CUSTOMER

#### 13.1 Correct use of the Lift

If the Customer ignores the operator's instructions and/or directions regarding the correct use of the Lift and/or overloads the loading platform and/or performs any act which causes damage to the Lift, the Customer is obliged to compensate the Service Provider for the damage to the Lift.

#### 13.2 Delay

Without prejudice to the right of the Service Provider to regard the agreement as cancelled in the event of a delay of more than thirty (30) minutes, 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 damages by the Customer to the Service Provider, when the latter proves that, due to downtime of material and personnel, the contractually agreed price no longer covers the hours worked. The damages shall in that case be equal to the difference between the agreed price and the actual price (taking into account, inter alia, the hours actually worked), plus all damages, losses, and costs (all inclusive and nothing excepted) suffered by the Service Provider because of the delay.

However, if the Service Provider considers the agreement cancelled, the Customer shall pay the full price of the agreement in accordance with article 10.

### ARTICLE 14 – DAMAGE

#### 14.1 Reporting damage

Under penalty of forfeiture of rights, any objection against the Service Provider must have been the subject of timely comments by the Customer or his/her representative, no later than at the time of completion of the Lift Service, on the document presented to him/her by the Service Provider. If the Customer does not report any complaints and/or damage on this document when the service is completed, even if the Customer was not present when the service was completed, the Lift Service will be deemed to have been performed without any damage, subject to proof to the contrary.

#### 14.2 Notification of damage due to delay

##### 14.2.1 Delay by the Service Provider

In the event of a delay in the provision of services, compensation is only payable if the Customer proves that damage has occurred as a result and that a complaint was submitted, either by e-mail or by registered letter to the Service Provider, within two (2) working days of the end of the provision of services. If the Customer does not report damage caused by delay within the prescribed period, it is assumed that the service was performed without delay, subject to proof to the contrary.

##### 14.2.2 Delay by the Customer

In the event of a delay in commencement of the services, compensation is only payable if the Service Provider proves that damage has occurred as a result and that a complaint was submitted, either by e-mail or by registered letter to the Customer, within two (2) working days of the end of the services. If the Service Provider does not report damage caused by delay within the set period, it is assumed that the service was performed without delay, subject to evidence to the contrary.



### **14.3 Burden of proof**

In any case, the burden of proof of the extent of the damage lies with the Customer.

## **ARTICLE 15 – COMPENSATION**

### **15.1 Paying out damage to the Customer**

If the liability of the Service Provider has been adversarial determined pursuant to article **11** or article **12**, 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 day of the drawing up of the discharge, as well as fixed and irreducible compensation of 10% of the principal amount of the damage, with a minimum of €50.

### **15.2 Paying out damage to the Service Provider**

If the liability of the Service Provider has been adversarial determined pursuant to article **13**, and the damage/loss has been assessed and determined, compensation shall be payable to the Service Provider no later than fourteen (14) days after the discharge has been issued, failing which statutory interest shall be payable from the day of the drawing up of the discharge, as well as a fixed and irreducible compensation of 10% of the damage amount in principal - with a minimum of €50.

### **15.3 Limitation period**

Without prejudice to the applicable mandatory rules of limitation, any claim against the Service Provider expires 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.

### **15.4 Suspension**

Under no circumstances may the Customer invoke losses, damages, or possible delays to suspend all, or part of the payments owed by him to the Service Provider, unless the Customer's claim is indisputably certain and due.

### **15.5 Defence**

The Service Provider stipulates all legal and contractual rights, which it can invoke to avert its own liability, also on behalf of all those - including both subordinates and non-subordinates - who are involved in the performance of the agreement and for whom it is liable by law.

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

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

The liability of the Service Provider is limited, see article **12(2)**. The Service Provider does not manipulate the Goods. It is therefore advisable for the Customer to take out "All Risks" Insurance so that the Customer is reimbursed for the damaged items at their current value.

### **16.1.1 Offer from Service Provider**

At the explicit request of the Customer, the Service Provider may offer an "All Risks" policy whether as an intermediary. The Service Provider may request its broker to have the Goods which form part of the Lift Service 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 Lift Service 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.

### **16.1.2 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 Service Provider (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 Service Provider against its insurer.

## **16.2 Explicit written instruction**

Where the Customer has not given the Service Provider an explicit written order to insure, the Service Provider shall be entitled to assume that the Customer has insured the Goods itself in accordance with the conditions set out in article **16(1.2)** or does not wish to insure his Goods in "All Risks".

## **16.3 No Cover**

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

In such a case, the Service Provider shall never be liable for such a refusal.

## **16.4 No insurance**

The Customer understands that if it does not wish to take out insurance and damage occurs for which the Service Provider is liable, the Service Provider is only obliged to compensate the Customer in accordance with the provisions under article **12(2)**.

## **ARTICLE 17 – PAYMENT TERMS**

### **17.1 Protesting invoice**

The invoices of the Service Provider are deemed to be accepted by the Customer except for a reasoned written protest within eight (8) days of the date of the invoice.

### **17.2 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 Lift Service Conditions, without such payment in any way affecting the due and payable amount of the other parts and amounts and the applicability of the Lift Service 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.

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.

### **17.3 Expiry date**

Monies owed to the Service Provider, for whatever reason, are payable within fourteen (14) days of the invoice date, unless explicitly agreed otherwise.

### **17.4 Late payment interests**

In the event of non-payment within the stated expiry period, interest on arrears of 10% of the invoice amount shall be due – by operation of law 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.

#### **17.4.1 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.

### **17.5 Suspension of services**

Failure to pay the advance payment in good time will result in the suspension of the performance of the Lift Service until the Customer has met his payment obligation. If, after a written reminder, the Customer refuses to make payment, unless the Customer is a Consumer and has cancelled the agreement in good time, the Service Provider reserves the right to regard this as total or partial cancellation on the part of the Customer, in which case compensation will be payable, in accordance with the terms set out in article **10**.

### ARTICLE 18 – NETTING

(Only if the Customer is not a Consumer)

In accordance with the provisions of art. 14 and 15 of the Financial Securities Act of 15 December 2004 (WFZ), the Parties declare that they agree with the principle of ‘netting’ in the event of insolvency proceedings, seizure, or any other form of concurrence. As the occasion arises, the Parties shall automatically set off and settle all present and future debts in respect of each other.

This set-off will in any case be opposable to the liquidator and the other concurrent creditors, who will therefore not be able to oppose the set-off implemented by the parties.

### ARTICLE 19 – PROCESSING AND PROTECTION OF PERSONAL DATA

#### 19.1 GDPR

The Service Provider undertakes to comply with 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.

#### 19.2 Data

The Service Provider processes identification data, contact data, data relating to the Goods, as well as data relating to the Customer’s loading and unloading address, to perform the agreement, to maintain a customer administration, to fulfil accounting obligations and to manage any disputes.

#### 19.3 Appropriate measures

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

### ARTICLE 20 – NULLITY

If one or more provisions of these BCR Lift Service Conditions is, for whatever reason, declared unlawful, invalid, void, or unenforceable, in whole or in part, such unlawfulness, invalidity, voidability 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, and enforceable provision having a similar economic effect.

#### 20.1 CONSUMER

Pursuant to Article VI.84 WER, any unlawful term is prohibited and null and void, but the contract 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 legal, valid, and enforceable provision of similar effect.

## **ARTICLE 21 – TRANSLATION BCR LIFT SERVICE CONDITIONS**

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

## **ARTICLE 22 – APPLICABLE LAW AND JURISDICTION OF THE COURTS**

### **22.1 Applicable Law**

All agreements between the Service Provider and the Customer are governed exclusively by Belgian law.

### **22.2 Jurisdiction of courts**

All disputes arising from or related to an agreement to which these BCR Lift Service Conditions apply or the execution thereof, and which cannot be resolved amicably, shall be settled by the competent courts of the district where the Service Provider has its registered office, without prejudice to the Service Provider's right to bring the dispute before the court as stipulated in section 624, 1°, 2° and 4° of the Belgian Judicial Code.

### **22.3 NATIONAL - CONSUMER**

All disputes arising from or in connection with a contract to which these BCR Lift Service 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 has his domicile, 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.

### **22.4 INTERNATIONAL - CONSUMER**

All disputes arising from or connected with a contract to which these BCR Lift Service Conditions apply or the performance thereof, which cannot be resolved amicably, and which are brought by the Service Provider or the Consumer, shall be settled by the competent court as provided for 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

© These 'BCR Lift Service Terms & Conditions' (version November 2022) are issued by the Belgian Chamber of Removers. It also holds the copyright. Nothing from this publication may be reproduced and/or made public by means of printing, photocopying, microfilm or any other method, without prior written permission from the publisher. Only members of the Belgian Chamber of Movers are permitted to use these conditions. Permission automatically expires upon termination of membership. A compensation of € 5,000 per violation shall be payable for the full or partial use of these conditions after termination of membership and/or without prior consent of the BCR.