



**BCR**

Belgian Chamber  
of Removers

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



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# GENERAL TERMS & CONDITIONS OF STORAGE/FURNITURE STORAGE BCR

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

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

These BCR Safekeeping Terms & Conditions apply to both business Customers and private Customers (Consumers). Private and business Customers are collectively referred to with the word “Customer”. If specific provisions apply to the private Customer, these are referred to with the word “CONSUMER”. These specific provisions supplement or derogate from those applicable to the Customer, in which case these specific provisions shall prevail for the Consumer. These specific provisions marked “CONSUMER” shall **NEVER** apply to the business Customer.

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

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 can no longer derive any rights from the position of Consumer.

## DEFINITIONS

**THE CUSTOMER/THE DEPOSITOR:**

the principal who gives removal Goods or other movable objects for storage;

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

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

**THE CUSTODIAN:**

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

**THE SAFEKEEPING AGREEMENT:**

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

**THE GOODS:**

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

**THE PLACE OF STORAGE:**

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

**THE INVENTORY LIST:**

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

**THE BCR:**

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

**THE RATE:**

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

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

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

## **ARTICLE 2 – SERVICES**

### **2.1 Conclusion of the Safekeeping Agreement / Inventory**

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

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

### **2.2 Contradictory inventory**

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

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

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

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

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

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

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

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

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

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### **2.7 Conditions of Storage**

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

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

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

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

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

### **3.2 Term**

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

### **3.3 Exercising the right of withdrawal**

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

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

### **3.4 Refund of Consumer**

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

### **3.5 Proportionate compensation**

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



### **3.6 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 loses his right of withdrawal as soon as the Custodian has performed the contract in full.

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

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

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

## **ARTICLE 5 – STORAGE FEE**

### **5.1 Safekeeping costs**

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

### **5.2 VAT**

If the Custodian is a business Customer, Value Added Tax (VAT) is NOT INCLUDED in the storage fee.

### **5.3 VAT - CONSUMER**

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

### **5.4 Costs not included**

The storage fee does NOT include:

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

### 5.5 Deposit

The Custodian reserves the right to request an advance payment equal to a minimum of three (3) months' storage fee upon bringing in the Goods. The Custodian may recover all unpaid rents, fees and costs resulting from non-compliance with article 18 from this deposit. The Custodian shall not be obliged to do so. If the Custodian deems it necessary to do so, the Custodian must supplement the deposit until the amount of the deposit corresponds to the initial deposit.

### 5.6 Mode and frequency of invoicing

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

## ARTICLE 6 – PRICE CHANGES

### 6.1 Price changes

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

### 6.2 Annual adjustment of storage fee

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

### 6.3 Free cancellation - CONSUMER

If the Depositor is a Consumer and who cannot agree to the price change, the Consumer has the right to terminate the contract free of charge by registered letter with due observance of one (1) month.

In such a case the Consumer/Depositor is obliged to come and collect the stored Goods within thirty (30) days, on pain of being charged the new storage fee.

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

### 7.1 Notice period

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

### 7.2 Return of Goods

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

### 7.3 Expired notice period

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

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

### 8.1 Reason for termination

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

### 8.2 Taking back Goods

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

### 8.3 Risk of stay of the Goods

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

### 8.4 CONSUMER

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

## ARTICLE 9 – RETURN OF THE GOODS

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

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

## ARTICLE 10 – OBLIGATIONS/INFORMATION OF THE DEPOSITOR

### 10.1 Election of Domicile

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

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

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

If the Depositor has a foreign address, he shall elect domicile at an address in Belgium.

In the absence of a choice of domicile in Belgium, the Depositor shall choose domicile at the office of the Public Prosecutor at the registered office of the Custodian.

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

### **10.2 Matrimonial property regime/Identification**

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

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

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

Unpacked Goods will not be accepted for storage.

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

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

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

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

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

### **10.5 Dangerous objects**

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

### **10.6 Vermin and mould**

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

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

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

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

### **10.8 Good workmanship**

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

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

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

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

### **11.1 Liability of Custodian**

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

### **11.2 Limitation of liability**

The Custodian's liability in the event of loss of or damage to objects stored through its fault is limited to an amount of €125 per cubic metre of the lost or damaged objects. The Custodian's liability can in no case be limited in case of intent and/or gross negligence.

### **11.3 Exclusion of liability**

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

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

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

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

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

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

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

The Custodian may refuse to accept for storage stuffed animals, live plants, animal skin mats and other products of organic origin. Should the Custodian agree to take storage of such goods, they shall be taken into storage without responsibility on the part of the Custodian. The Custodian reserves the right to destroy such Goods, without prior notification to the Depositor, if it considers that their presence is of a nature to cause damage to other objects. In this case, the costs of destruction shall be borne by the Depositor.

### **11.7 Culpable delay**

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

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

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

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

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

### **11.8 Force majeure**

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

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

In particular, the Custodian is not liable for:

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

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

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### **11.9 Temporary impediment**

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

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

### **11.10 Permanent impediment**

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

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

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

## **ARTICLE 13 – DAMAGE**

### **13.1 Reporting of damage**

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

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

### **13.2 Inventory - evidence**

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

### **13.3 Reporting damage due to delay**

#### **13.3.1 Delay by the Custodian**

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

#### **13.3.2 Delay by the Customer**

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

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

## **ARTICLE 14 – COMPENSATION**

### **14.1 Paying out damages to the Depositor**

Where the Custodian's liability has been adversarial determined pursuant to article **11** and the damages have been assessed and determined, the damages shall be payable no later than fourteen (14) days after the issue of the discharge, failing which statutory default interest shall be payable from the day of the drafting of the discharge as well as liquidated and irreducible damages of 10% of the damage of the principal amount, with a minimum of €40.

### **14.2 Paying out damages to the Custodian**

Where the Depositor's liability has been adversarial determined pursuant to article **11** and/or **12** and the damages have been assessed and determined, the damages shall be payable no later than fourteen (14) days after the issue of the discharge, failing which statutory default interest shall be payable from the day of the drafting of the discharge as well as a fixed and irreducible compensation of 10% of the damage of the principal amount, with a minimum of €40.

### **14.3 Statute of limitations**

All legal claims against the Custodian shall become time-barred by the expiry of six (6) months from the day of return of the Goods.



#### **14.4 Suspension of payment**

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

### **ARTICLE 15 – 'ALL RISKS' INSURANCE**

#### **15.1 All-risk coverage**

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

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

##### **15.1.1 Custodian's offer**

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

##### **15.1.2 Own Insurer**

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

#### **15.2 No Cover**

Should the Custodian's broker/insurer be unable to provide cover for the Depositor's Goods or be unable to provide cover for all the Goods, the Custodian shall notify the Depositor of this without delay. In such a case, the Custodian shall never be liable for such a refusal. In such case the Custodian is entitled, not obliged, to terminate the Storage Agreement immediately.

#### **15.3 Explicit written instruction**

If the Depositor has not given the Custodian an explicit written order to insure, the Custodian shall be entitled to assume that the Depositor has insured the Goods itself in accordance with the obligations of article **15 (1.2)**, or does not wish to insure his Goods in all risk.

### **15.4 No insurance**

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

## **ARTICLE 16 – SPECIAL RIGHTS**

### **16.1 Retention and Lien**

Without prejudice to the rights granted to the Custodian by the Act of 5 May 1872 concerning the revision of the regulations relating to the Pledge and the Commission, the Depositor grants to the Custodian (1) a conventional right of retention on all Goods which it would offer for safekeeping pursuant to instructions given to the Custodian 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”).

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

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

#### **16.3.1 Lien**

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

#### **16.3.2 Lien - CONSUMER**

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

### **16.4 Exercising of the right of lien**

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

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

The Custodian or any interested third party may free itself of the pledge until the time of foreclosure by paying the amounts specified in the notice and the foreclosure costs already incurred. After the waiting period, the Custodian shall order a bailiff to sell (publicly or privately) or lease the encumbered Goods. The Custodian is entitled to purchase the Goods itself.

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

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

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

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

#### **16.6 Proceeds**

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

#### **16.7 Sale of Goods**

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

### **ARTICLE 17 – UNCOLLECTED ITEMS**

After a period of two (2) months has elapsed from the date of sending a registered letter to the last known address of the Depositor requesting payment of the outstanding debt, and failing full payment of that outstanding debt, the Custodian is entitled to sell or otherwise dispose of the Goods.

If the value of the Goods is low or the Goods are unsaleable, so that the proceeds of the sale of the Goods will be insufficient to cover the debt and the costs of the sale, the Custodian is entitled at its discretion to give away or destroy the Goods.

If a sale of the Goods has taken place, the proceeds of the sale shall be transferred to the Depositor. The Custodian shall distribute any positive balance, after deducting its claim (including all costs incurred by the Custodian), to the Depositor, where the latter's whereabouts are unknown, place it in a separate account mentioning the name of the Depositor. The latter amount, in principal and interest, shall automatically revert to the Treasury after five years unless claimed by the Depositor within that period.

### ARTICLE 18 – PAYMENT TERMS

#### 18.1 Protesting of invoice

All invoices of the Custodian shall be deemed to be accepted by the Customer unless a reasoned protest is made in writing within eight (8) 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 otherwise expressly agreed and without any discount or cost to the Custodian.

#### 18.3 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 - 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.

#### 18.4 Late payment interest - CONSUMER

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

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

#### 19.1 GDPR

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

#### 19.2 Data

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

#### 19.3 Appropriate measures

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

## **ARTICLE 20 – TRANSLATION BCR SAFEKEEPING CONDITIONS**

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

## **ARTICLE 21 - NULLITY**

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

### **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 COURTS**

### **22.1 Applicable Law**

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

### **22.3 NATIONAL - CONSUMER**

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

### **22.4 INTERNATIONAL - CONSUMER**

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

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**NOTES**

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