



# **GENERAL TERMS & CONDITIONS**

## **SELF-STORAGE**



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# GENERAL TERMS & CONDITIONS OF SELF-STORAGE BCR

## **hereinafter THE 'BCR SELF-STORAGE CONDITIONS'**

These BCR Self - Storage Conditions apply to both business Customers and private Customers (Consumers). Private and business Customers are collectively referred to as "Customer". If specific provisions apply to private Customers, these will be referred to as "CONSUMERS". These specific provisions supplement or derogate from those applicable to the Customer, in which case these specific provisions shall prevail for the Consumer. These specific provisions referred to as "CONSUMER" shall **NEVER** apply to the business Customer.

If a Customer initially identifies 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 DEPOSITOR:**

the person who is provided with a storage space in order to store his Goods.

**THE CUSTOMER/CONSUMER:**

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

**THE SERVICE PROVIDER:**

the contractor acknowledged by the BCR, who makes storage space available on a professional basis.

**THE SELF-STORAGE AGREEMENT:**

the storage provision agreement between the Service Provider and the Customer, which is concluded upon signature by the Customer and the Service Provider and governs the legal relationship between the Customer and the Service Provider.

**THE GOODS:**

all movable objects that are the object of the Self-Storage Agreement.

**THE STORAGE SPACE:**

the space suitable for storage, put at the disposal of the Customer.

**THE BCR:**

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

**WORKING DAYS:**

all calendar days except for Sundays and legal bank holidays. If a term, expressed in working days, ends on a Saturday, it will be extended to the next working day.

## **ARTICLE 1 – APPLICABILITY OF THE Self-Storage CONDITIONS**

All offers made by the Service Provider in connection with Self-Storage, tenders submitted, agreements concluded and the execution thereof, including all (legal) acts performed in the context thereof, are governed by these BCR Self-Storage Conditions.

In case of contradiction of any provisions in the Self-Storage Agreement with these BCR Self-Storage Conditions, that what is stated in the Self-Storage Agreement will prevail.

## **ARTICLE 2 – SERVICES**

### **2.1 Conclusion of the Self-Storage Agreement**

The Self-Storage Agreement takes effect by its signature by both Parties on the date and under the specific conditions set forth in the Storage Agreement. By signing the Self-Storage Agreement, the Customer acknowledges to be in possession of all keys/access codes to the Storage Space.

### **2.2 Nature of the agreement**

The Service Provider makes available to Customer a Storage Space that Customer may use exclusively for the storage, organization and archiving of its Goods, in accordance with the terms of use in these general BCR Self-Storage Conditions.

The Self-Storage Agreement concerns the putting at disposal of a Storage Space of which the surface indicated in the agreement is only approximate. The Self-Storage Agreement therefore does not fall under the provisions of the Act of April 30, 1951 on commercial leases. The Storage Agreement is governed in main order by these BCR Self-Storage Conditions, the Self-Storage Agreement and the Internal House Rules. The provision by the Service Provider of a general surveillance system of the storage spaces (video surveillance 24h/24, surveillance service and alarm system), a personal access code/key for each individual Customer, does not affect the fact that the Storage Agreement is purely confined to making the Storage Space available and can under no circumstances be considered to be a rental agreement.

Nor is the contractual relationship an agreement for custody and/or sequestration, nor can the Service Provider be regarded as a warehouse keeper or guard. The Service Provider shall not be obliged to preserve, guard, maintain, monitor, or return the stored Goods, nor to take cognizance of the nature or value of the stored Goods.

The Customer expressly acknowledges that the stored Goods are under his absolute responsibility and custody in the sense of art. 1384 of the Civil Code. The Customer acknowledges that he alone bears full responsibility for his stored property, at his own risk, and exclusively at his expense.

### **2.3 Type/Size Storage**

The Service Provider is always entitled to offer the Customer another Storage Space of a comparable or larger type without this entailing additional costs for the Customer.

If no Storage Space of the agreed type is available on the date of commissioning of the Storage Space,

Service Provider has the choice:

- (a) to offer the Customer a Storage Space of another type insofar as it meets the needs of the Customer or
- (b) to suspend the Self-Storage Agreement until a Storage Space of the agreed type is available. In the last case, Customer's obligations under the Storage Agreement are suspended until the initially foreseen Storage Space is available.

The Customer has the right, if any, to terminate the Self-Storage Agreement against full reimbursement of the fees and charges paid. The Service Provider will NOT be liable, if any, for any damage at the expense of the Customer resulting from any delay in the availability of a Storage Space.

### **2.4 Alternative Storage Space**

The Customer is not entitled to the exclusive possession of a specific Storage Space. The Service Provider is entitled at any time, for reasons of organizational necessity, to propose an alternative Storage Space and the right to request the Customer to move the Goods to the proposed alternative Storage Space, subject to a prior notice of at least fourteen (14) days.

## **ARTICLE 3 – DURATION AND TERMINATION OF THE AGREEMENT**

### **3.1 Indefinite duration**

Unless otherwise agreed upon in the Storage Agreement, the agreement is concluded for a minimum duration of one (1) month. After this period, the Self-Storage Agreement is automatically renewed for an indefinite duration.

### **3.2 Notice period**

After expiry of the minimum period stipulated in article **3(1)**, either party may terminate the agreement, subject to fourteen (14) days' notice, by registered letter or e-mail.

### **3.3 Disposal of Storage Space**

The Self-Storage Agreement will only terminate definitively when the Storage Space is effectively evacuated, the Customer has removed its locking system, and after an inspection of the Storage Space by (an employee of) the Service Provider the condition of the Storage Space is found to be good.

The confirmation of the effective compliance with these Self-Storage Conditions and the end of the Self-Storage Agreement will be made in writing at that time.

### **3.4 Goods left behind**

All Goods that Customer leaves behind in the Storage Space after the termination of the Self-Storage Agreement will be deemed to be transferred by Customer to the Service Provider for free or to be abandoned, at the discretion of the Service Provider. The Goods left behind will be removed by the Service Provider at the expense of the Customer. The Customer shall remain fully liable for all costs and damage arising from leaving these Goods behind. The Service Provider is hereby fully authorised by the Customer to sell its Goods, if any.



### **3.5 Final settlement**

Service Provider will draw up the final invoice within thirty (30) days following the end of the Self-Storage Agreement.

In case the Storage Space is not entirely cleared at the end of the Self-Storage Agreement, the Service Provider is entitled to invoice all costs until the actual removal or destruction of the abandoned Goods, even if the Goods are stored in an alternative space.

## **ARTICLE 4 – CHOICE OF RESIDENCE AND OWNERSHIP OF GOODS**

### **4.1 Choice of domicile**

The Customer chooses domicile at his place of residence or at the registered office of the company that enters into the Self-Storage Agreement, according to the precise arrangements he makes. The Customer provides in addition to the postal address, a telephone number, and a valid email address at which he can be contacted.

The Customer undertakes to inform the Service Provider immediately of any change of contact or address by registered email or by recorded delivery letter. The Customer is solely liable for any error or omission that he may make in communicating this information. It is expressly agreed that the Service Provider has no obligation to verify contact details such as the Customer's address or registered office.

### **4.2 Correct contact details**

The Customer acknowledges the importance of these obligations and the right of the Service Provider to block access to the Storage Space if it appears that its contact details are not (or are no longer) correct.

All communications to the Customer shall be validly delivered by the Service Provider at the address indicated by the Customer, and shall be deemed to have reached their destination, even if the Customer has not indicated their address correctly or if they have failed to inform the Service Provider of a change of address and/or details.

## **ARTICLE 5 – RIGHT OF WITHDRAWAL - CONSUMER**

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

In application and under the conditions of Book VI Market Practices & Consumer Protection of the Belgian Economic Law Code, the Consumer has a 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 after the day on which the agreement was concluded in accordance with article **5(3)**, unless the service was performed within this withdrawal period at the explicit request of the Consumer.

### **5.2 Term**

The Consumer has a period of fourteen (14) days to withdraw from the provision of the service. This period of fourteen (14) days starts the day after the Self-Storage Agreement is signed - unchanged - by both Parties.

### 5.3 Exercise of the right of withdrawal

To exercise the right of withdrawal, the Consumer must inform the Service Provider unequivocally, by post or by e-mail, of his decision to withdraw from the agreement. 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 regarding the exercise of the right of withdrawal before the withdrawal period has expired.

The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the Consumer.

### 5.4 Refund Consumer

the Consumer shall receive all payments made at that time back 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 agreement.

### 5.5 Proportionate compensation

If the Consumer exercises his right of withdrawal, all ancillary agreements will be dissolved by operation of law. The Consumer shall, however, pay to the Service Provider a proportionate amount for what has already been delivered at the time the Consumer notified the Service Provider of its exercise of the right of withdrawal, as compared with the full performance of the contract.

### 5.6 Loss of right of withdrawal

Where the services have 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 Service Provider has performed the agreement in full.

## ARTICLE 6 – PRICE, GUARANTEE AND PRICE CHANGES

### 6.1 Storage fee

The fee for the monthly provision of Storage Space, the storage fee, as well as the method of invoicing is stipulated between parties in the Self-Storage Agreement. Service Provider is entitled to charge a one-time administration cost at the beginning of the Self-Storage Agreement.

### 6.2 VAT

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

#### 6.2.1 VAT - CONSUMER

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

### 6.3 Deposit

The Service Provider reserves the right to request, upon signature of the Self-Storage Agreement, a deposit, maximum equal to a minimum three (3) months storage fee, upon entry of the Goods. The Service Provider reserves the express right to use the deposit, in whole or in part, to compensate damage resulting from any possible breach of contractual obligations by the Customer, as well as damage caused to third parties for which the Service Provider is held liable.

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The deposit will be reimbursed within thirty (30) days following the end of the Self-Storage Agreement under deduction of the amounts and charges due under the Self-Storage Agreement.

#### **6.4 Price change**

The Service Provider is entitled to implement price changes, which are independent of the Service Provider's will or its subcontractors and which relate to imposed collective labor 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.

#### **6.5 Adjustment storage fee**

In case of long-term disposal of Storage Space, the storage fee may be adjusted annually. The first adjustment of the storage fee may take place six (6) months after the date the Storage Space is taken in use, unless expressly agreed otherwise by agreement.

The adjustment will be adjusted on the first of January of each new calendar year, by operation of law, without the requirement of prior notice, as follows:

$$\frac{\text{Base price x new index figure}}{\text{Basic index}}$$

The new index will be the consumer price index for the month of December immediately preceding the indexation. The initial index is the index of the month preceding the signature of this disposal agreement.

#### **6.6 Termination without notice - CONSUMER**

If the Customer is a Consumer and cannot agree to the price change, the Customer has the right to terminate the agreement by registered letter with due observance of one (1) month without charge. Customer is in such case obligated to remove its Goods within thirty (30) days and to return the Storage Space cleaned and tidy, on penalty of the new storage charge. If after the expiry of the notice period, the Goods are still in the Storage Space, these will be for the account and risk of the Customer, it being understood that the obligation to pay the storage fee will continue until such moment as the Goods have been removed and the Storage Space has been returned clean, or the Goods have been sold or destroyed by the Service Provider.

## **ARTICLE 7 – DESTINATION AND CONDITIONS OF USE OF THE STORAGE SPACE**

### **7.1 Destination**

The Storage Space is exclusively intended as space to store, warehouse or archive Goods.

The Customer is not allowed to give the Storage Space any other destination and to carry out commercial, industrial, artisanal, service or business activities in or from the Storage Space and/or to use the Storage Space as a place of work. The Customer is also prohibited from establishing its registered office and/or place of business on the Storage Space of the Service Provider. It is prohibited for the Customer to use the Storage Space for illegal, criminal or immoral activities (including for instance tax evasion, withdrawing property from bankruptcy estate, etc;)

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### **7.2 Subletting/transfer of rights**

The Customer is not allowed to sublet the Storage Space in whole or in part and/or let third parties use the Storage Space in any way. Under no circumstances may the Customer transfer or pledge to a third party the rights granted to it under the agreement, without the express prior written consent of the Service Provider.

### **7.3 Suitability of the Storage Space**

Customer declares that it has visited the Storage Space prior to the signature of the Self-Storage Agreement, that the Storage Space has been found good and fit for purpose and that Customer has raised no objections.

## **ARTICLE 8 – ACCESS TO THE STORAGE SPACE BY THE SERVICE PROVIDER AND/OR THIRD PARTIES**

### **8.1 Necessary access**

The Service Provider has no access to the Storage Space. If it would be necessary to gain access, this can only be done with prior consent of the Customer. However, only in case of sudden events that require urgent access (calamities), the Service Provider can grant itself access to the Storage Space without the consent of the Customer and without prior notice.

### **8.2 Illegal conduct of the Customer**

If the Service Provider suspects that the Customer is acting contrary to the provisions of the Self-Storage Agreement and/or these BCR Self-Storage Conditions, the Internal House Regulations or applicable laws or regulations, the Service Provider has the right to grant itself as well as the competent authorities access to the Storage Space concerned. All costs related to this will be borne by the Customer. Where appropriate, the Service Provider may inform the Customer of such access but is not obliged to do so. The Service Provider can under no circumstances be held liable for damage caused to the Goods because of (external) enforcement or inspections.

### **8.3 Work and maintenance**

The Service Provider always has the right to access the Storage Space to carry out or have carried out activities and research for maintenance, repair, renovation, extension, reallocation or for the installation of additional facilities. Service Provider will inform the Customer at least fourteen (14) calendar days in advance. Where appropriate, the Customer must facilitate such access.

The Service Provider may require the Customer to move its Goods to an alternative storage facility proposed by the Service Provider. If this is necessary, the Service Provider will notify the Customer at least fourteen (14) calendar days in advance.

If the Customer does not agree to the relocation of its Goods, it shall be entitled to unilaterally terminate the Agreement, provided that it does so by registered letter within a period of fourteen (14) calendar days from the notification by the Service Provider. The Service Provider shall in such case not owe any compensation to the Customer.

If the Customer fails to move its Goods in due time or indicates that it does not agree to the relocation, the Service Provider may enter the Storage Space to move the Goods itself, with due care but at the Customer's risk, to another Storage Space.

Customer will tolerate all works that Service Provider will perform on the Storage Space for the purpose of maintenance, repair, or renovation, without Customer being entitled to any indemnification or price adjustment

## **ARTICLE 9 – OBLIGATIONS OF THE CUSTOMER**

### **9.1 Use of Storage Space**

The customer is under the obligation to use and maintain the Storage Space with due diligence and to return it upon delivery in its original state, tidy and clean. The Storage Space must be always closed. Customer is responsible for the removal of any dirt and waste from the Storage Space. Customer is not allowed to leave waste or Goods (or parts of Goods, whether in packaging) in or around the Storage space. Customer is not allowed to store waste, or Goods that are obviously waste, in the Storage Space.

### **9.2 Damage to the Storage Space**

The Customer will take the necessary precautions to prevent damage to the Storage Space, the Service Provider's premises including its premises and/or damage to the property of other users and/or third parties, whether by its activities or by the nature of the Goods stored or by the manner of use of the Storage Space.

The Customer will inform the Service Provider in writing, at the latest within twenty-four (24) hours after observation of any damage to the Storage Space and/or surrounding infrastructure. However, if the damage is of such a nature that immediate measures must be taken and/or damage must be limited, the Customer will inform the Service Provider immediately by telephone.

If the Customer fails to notify the Service Provider as described above and in case of serious damage, the Service Provider is entitled to terminate the Self-Storage Agreement immediately.

The Service Provider will carry out the necessary repairs or have them carried out, whereby repairs for damage caused by the Customer's fault will be at the expense of the Customer. The repair of damage because of wear or age will be at the expense of the Service Provider.

### **9.3 Amendments**

The customer is not allowed to make any structural alterations to the Storage Space.

### **9.4 Access code/badge/key**

The customer acknowledges and accepts full responsibility and liability for all acts of the persons who have access to the Storage Space or who use Customer's access code/badge or key to its Storage Space. Access is reserved exclusively for the Customer, for persons accompanying the Customer or who are under the Customer's exclusive responsibility, and for persons expressly notified to the Service Provider.

### 9.5 Internal House regulations

The internal house regulations lay down the practical arrangements between the Service Provider and the Customer. The Customer undertakes to comply strictly with these Internal House regulations.

### 9.6 Storage outside the warehouse

The Customer undertakes not to leave its property outside its Storage Space. Any object that is located next to a Storage Space, will be stored in a free space in the establishment of the Service Provider. The Service Provider is entitled to charge costs for the relocation or removal of these Goods, insofar as the owner of the relevant Goods can be identified. If the owner fails to identify himself at the request of the Service Provider, the Service Provider shall be entitled to remove and/or destroy the Goods within thirty (30) days of such inquiry.

### 9.7 Right of disposal Customer

The Customer acknowledges that it may dispose of the Goods, is not under any administration and that it stores the Goods under its own responsibility.

If the customer is mandated to store the Goods in the name and for the account of a third person, he will mention this explicitly before the Self-Storage Agreement comes into effect. The mandatary confirms not only to have received an appropriate mandate, but also acknowledges that the mandatary will be held in its own name, namely, to guarantee the correct execution of all the commitments incumbent on "the Customer".

The agent also ensures that the owner of the Goods and/or the party in whose name he is acting fully accepts these Self-Storage Conditions as well as the special conditions in the Self-Storage Agreement.

### 9.8 Prohibited goods

The Customer is prohibited from storing the following goods in the storage facility:

- Toxic, flammable, or dangerous substances, including in particular all dangerous preparations and substances referred to in the Royal Decree of 24.05.1982 regulating the marketing of substances which may be dangerous to man or the environment, fuel (diesel, petrol, kerosene).
- Chemicals, radioactive substances.
- Asbestos, fertilizer.
- Gas cylinders and/or batteries.
- Fireworks, explosives.
- Wastes.
- Perishables.
- Oxidising substances and preparations such as hydrogen and other peroxides, chlorides, strong nitric and perchloric acids,
- (extremely) flammable substances and preparations, such as petroleum, benzene, fire alcohol or methanol, turpentine, white spirit, acetone, paint, window defroster, air freshener, contact and neoprene adhesive.
- Toxic substances and preparations such as methanol, degreasers.

- Harmful substances and preparations such as cleaning products, paint thinners, wood protection products, paint stripping products, caustic substances, and preparations such as drain unblocker, descaler, caustic soda, strong acids, paint stripping products such as oven and toilet cleaners.
- Irritating substances and preparations.
- Sensitising substances and preparations.
- Carcinogenic substances and preparations.
- Environmentally hazardous substances and preparations such as CFCs, PCBs and PCTs;
- Pesticides and heavy metals such as mercury in thermometers.
- Cadmium and zinc from batteries, lead and copper, pesticides (pesticides and herbicides).
- Vessels for compressed or liquefied or dissolved gases.
- Wrecks of vehicles or vehicles not in conformity with the technical requirements.
- Live or dead animals and plants.
- Ammunition and weapons.
- Organs of human or animal origin.
- Living or viable substances (e.g., cell cultures).
- Furs, jewellery, works of art, collection items, irreplaceable items, objects of special or emotional value to the Customer.
- Cash and securities.
- In general, goods whose presence, storage or use is subject to a permit, declaration, or specific licence (except for the storage of documents by certain professions or the storage of documents imposed by specific legislation, such as the accounting, VAT, tax, customs, social-, company- and bankruptcy legislation, which may be stored).
- Goods that are the subject of a crime or have been obtained from a crime.
- Materials with an abnormally high density, i.e., with a weight above 250 kg/m<sup>2</sup>.

If the Customer and/or his appointees violate this storage prohibition, the Customer and his appointees shall be jointly and severally liable for all damages due to these violations incurred by the Service Provider and by other users. The Customer also exposes himself to possible criminal prosecution. Moreover, non-compliance with the provisions relating to the prohibited storage will be considered as grave misconduct, authorising the Service Provider to terminate the Self-Storage Agreement immediately at the expense of the Customer, without being liable for any compensation.

### **9.9 Nuisance**

The customer is obliged to use the Storage Space in such a way that the surroundings, the environment, and the other users are never disturbed in any way (e.g., noise of radios and other audio appliances, dust and/or nuisance odours and/or leakages). The Customer must always take the necessary precautions to prevent such environmental nuisance and/or damage.

### **9.10 Installations/electrical equipment**

The Customer is not permitted to connect electrical appliances or other devices/services in the Storage Space and/or to make fixed installations in the Storage Space without the prior written permission of the Service Provider; if the Service Provider has granted permission to use electrical appliances, these must always be switched off in the absence of the Customer.

### 9.11 Insurance

The Customer undertakes to take out insurance as set out in article 14 and to provide the Service Provider with satisfactory evidence of this.

## ARTICLE 10 – OBLIGATIONS/INFORMATION OF THE DEPOSITOR

The Service Provider undertakes to guarantee to the Customer the quiet and undisturbed use of the Storage Space.

The Service Provider will take the necessary measures that may reasonably be required regarding the security of the establishment but cannot give any guarantees regarding the security of the specific Storage Area, nor regarding the security of the establishment and the unbuilt areas of the establishment (parking).

## ARTICLE 11 – COMPLAINT PROCEDURE

### 11.1 Liability of Custodian

Any complaints about the execution of the Self-Storage Agreement by the Service Provider must be made in writing to the Service Provider. Complaints must be clearly described and motivated and include the necessary supporting documents.

The Service Provider undertakes to inform the Customer, at the latest within a period of fourteen (14) calendar days from the date of receipt of the complaint, of what action will be taken in respect of the complaint.

## ARTICLE 12 – CANCELLATION OF THE SELF-STORAGE AGREEMENT

### 12.1 Compliance

Except in the circumstances described in article 12(2), the parties acknowledge that each breach, in whole or in part, of one or more obligations stipulated in these BCR Self-Storage Conditions gives the other party the right to unilaterally terminate the Self-Storage Agreement if the defaulting party does not respond within fourteen (14) days to a summons to remedy the established breach.

### 12.2 Cancellation of the Self-Storage Agreement by Customer

The customer has the right to terminate the Self-Storage Agreement, under the conditions of article 8(3) if it cannot agree to an alternative Storage Space in case of maintenance and operations on the Storage Space.

### 12.3 Immediate cancellation of Self-Storage Agreement Service Provider

The Service Provider reserves the right to declare the Self-Storage Agreement terminated, by operation of law, with immediate effect, without notice of default and without prior judicial intervention, without any compensation to the Customer, in the event of

- failure to provide proof of adequate insurance as provided for in article 16(3).
- failure to notify the Service Provider in due time in case of serious damage to the Storage Space.
- non-payment.
- suspension of payment.



- bankruptcy.
- apparent inability.
- any significant change in the legal situation of the Customer, whereby continuation of the agreement can no longer be reasonably demanded of the Service Provider.
- illegal practices on the part of the Customer.
- storage of prohibited goods - see article **9(8)** or
- a serious fault on the part of the Customer which endangers the security of the building or the Goods or which affects the physical and/or psychological integrity of persons.

#### **12.4 Emptying the Storage Space**

In case of termination of the Self-Storage Agreement, Customer must remove its Goods from the Storage Space within fourteen (14) days of notification. If the Customer fails to do so, the Service Provider will empty the Storage Space and be able to exercise the rights granted to it under article **3(4)**, including the right to sell or dispose of the Goods.

#### **12.5 Costs**

If appropriate, the Service Provider is entitled to recover all outstanding invoices, fees, and costs from the Customer.

The customer will also reimburse Service Provider for all actual costs made in connection with the collection and enforcement of the Self-Storage Agreement.

### **ARTICLE 13 – LIABILITY OF THE CUSTOMER**

The Customer will take the necessary precautions to prevent damage to the Storage Space, Service Provider's premises and third-party property. In the event of damage to the property of third parties or the property of the Service Provider, through the irrefutable actions of the Customer, the Service Provider is at all times entitled to carry out repairs at the expense of the Customer. The Customer agrees to pay the invoices relating to such repairs within fourteen (14) days of receipt.

The Customer will indemnify the Service Provider against any costs, claims, liabilities, damages, or expenses that the Service Provider suffers or incurs as a result of the Customer's use of the Storage Space including, without limitation, any claims made by any third party or governmental authority as a result of the Customer's misuse of any Storage Space.

### **ARTICLE 14 – LIABILITY OF THE SERVICE PROVIDER**

#### **14.1 Liability**

The Service Provider's liability shall be governed by common law.

However, it is emphasized that within the framework of the Self-Storage Agreement, the Service Provider does not act as a sequester, custodian, warehouse keeper or guard. Liability can under no circumstances exceed the guarantees/interventions provided and honoured by the Service Provider's insurers.

### **14.2 Limited liability**

Any liability of the Service Provider for other than FLEXA risks is limited to an amount equal to the storage fee of the Storage Space over a period of maximum one year or so much shorter as the Self- Storage agreement has actually lasted at the time the liability arose. Any liability of the Service Provider cannot under any circumstances exceed the amount for which the Customer has reasonably insured the contents of the Storage Space.

### **14.3 Exclusion of liability**

The Service Provider will not be liable for damage and or loss due to force majeure and/or, external cause, theft of the Customer Goods or damage to the Goods caused by third parties, nor will the Service Provider be liable for indirect damage and/or consequential damage suffered by the Customer including any lost profit, lost opportunity, loss of anticipated savings, reputational damage or any damage resulting from the activities of other Customers or from obstructions in the use of the Storage Space caused by third parties.

### **14.4 Security storage**

The Service Provider does not give the Customer any guarantees or assurances regarding the storage, supervision or security of the premises or the Storage Space. The Service Provider will not inspect the Goods, nor will it verify that the Goods are suitable for storage or that they comply with the statutory provisions and the provisions and/or limitations of this Agreement.

### **14.5 Improper Storage**

The Service Provider shall not be liable for any loss to the Customer if the storage of the Goods is inappropriate, unsafe, or illegal.

### **14.6 Inspections**

If requested, the Service Provider will always allow inspections or controls by national, local, regulatory, or judicial authorities and agencies in the Storage Space. The Service Provider may inform the Customer about this but is under no obligation to do so. Nor will the Service Provider proceed to verify the rights of these authorities or bodies. The Service Provider is not liable for the consequences of such inspections or controls. Consequently (without any exception) there is no liability for damage to the stored Goods and/or locks and fitted installations. The Customer is always liable for all damage that the Service Provider might suffer because of the inspections or checks.

### **14.7 Force majeure**

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

#### **14.7.1 Force majeure situations (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.
- fire, explosion, waterlogging.
- lightning, flooding, heavy snow and hail, ice, severe thunderstorms, code orange storm and code red gusts, tornadoes, plane crashes, etc.
- unforeseen technical defects.

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

#### **14.8 Temporary impediment**

If the performance of obligations under the agreement is temporarily prevented as a result of force majeure, the force majeure shall only result in the postponement of the performance of those obligations (with the exception of payment obligations) for the period of the force majeure, and the force majeure shall not constitute a reason for not fulfilling the agreement or for terminating the agreement.

The temporary suspension of the execution of the services due to force majeure shall lead by operation of law to an extension of the contractual period for the period of force majeure.

#### **14.9 Good professional**

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

#### **14.10 Permanent impediment**

If the execution of obligations under the agreement is permanently hindered by force majeure, either party is entitled to terminate the Self-Storage Agreement without being liable for damages.

## **ARTICLE 15 – COMPENSATION**

#### **15.1 Payment of damage to the Customer**

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

#### **15.2 Payment of damage to the Service Provider**

If the Customer's liability has been adversarial determined pursuant to article **13** and the damages are estimated and established, the compensation is payable no later than fourteen (14) days after the establishment of the discharge, failing which the statutory default interest is due as of the date of establishment of the discharge and a fixed and irreducible compensation of 10% of the principal amount of the damages, with a minimum of €40.

### **15.3 Statute of limitations**

Without prejudice to the applicable rules of mandatory concerning prescription, all legal claims against the Service Provider become time- barred six (6) months from the date of assessment of the damage.

### **15.4 Suspension of payment**

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

## **ARTICLE 16 – ALL-RISK INSURANCE**

### **16.1 Fire insurance**

The Customer is obliged to take out an insurance policy to cover the risks such as fire, explosion, water damage, glass breakage, theft, and other damage to all stored Goods, covering their actual value, for the full duration of the Self- Storage Agreement. The Customer must also take out adequate insurance against claims relating to neighbourhood nuisance - artikel 3.101 Civil Code.

The parties undertake to mutually waive their right of recourse and undertake to have insurers waive their right of recourse against each other as a result of one of the disasters and related claims, as well as neighbourhood nuisance as mentioned above.

The waiver of recourse shall not apply in the event of gross negligence or serious misconduct. If the Customer stores Goods belonging to third parties, he shall also make this waiver of recourse enforceable against the owner(s) of these goods and their insurers and submit proof thereof, in default of which the Customer shall be liable for all possible damages.

The Customer also undertakes to take out adequate insurance against damage to third parties arising from Customer's fault and/or defect in its stored Goods.

These undertakings to take out insurance cover are decisive conditions for the conclusion of the Self- Storage Agreement. A clause must be included in the policies requiring the Customer's insurer to notify the Service Provider in good time if the policies are cancelled.

### **16.2 Proof and payment policies**

The Customer undertakes to provide the Service Provider with a copy of his insurance policy, as well as proof of payment of the insurance premium, at the latest at the time of signing the Self-Storage agreement.

### **16.3 Insurance through the intervention of the Service Provider**

If the Customer cannot produce this copy of his insurance policy and proof of the waiver of recourse, the Service Provider shall be entitled to terminate the Self-Storage agreement unilaterally, or the Customer may agree to take out and underwrite, through the intervention of the Service Provider, an "All-Risk Insurance".

#### **16.4 “All Risks” policy**

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 storage 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 storage 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.

### **ARTICLE 17 – SPECIAL RIGHTS**

#### **17.1 Right of retention and right of lien (pledge)**

Without prejudice to the rights granted to the Service Provider by the Act of 5 May 1872 concerning the revision of the regulations relating to the Pledge and the Commission, the Customer grants to the Service Provider (1) a conventional right of retention in respect of all goods which it would store in a Storage Space owned by the Service Provider, and (2) all rights provided for in the Act of 11 July 2013 amending the Civil Code as regards collateral securities on movable goods and repealing various provisions in this respect (“Pledge Act”).

#### **17.2 Right of retention**

The Service Provider reserves the right, with respect to the Goods for which the invoice for the provision of the Storage Space has not yet been paid and for which no timely protest has been made, to exercise retention over the Goods by holding them back until such time as the Customer has fulfilled its payment obligation.

##### **17.3.1 Lien**

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

##### **17.3.2 Lien - CONSUMER**

The pledge gives the Service Provider the right to be paid, in priority to other creditors of the Customer, from the proceeds of the realisation of the Customer’s Goods. The lien also extends to all claims that replace the encumbered Goods and to the fruits that the encumbered Goods produce.

The pledge secures all (existing and/or future) claims of Customer resulting from the Self-Storage Agreement, considering article 12 paragraph 2 of the Pledge Act, which provides for a special regulation protecting the pledgee - Consumer.

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

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

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

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

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

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

### **17.5 Exercise the right of lien - CONSUMER**

If the claims secured by the Goods remain unpaid at their due date, the Service Provider may, after serving a notice on the Customer/Consumer in accordance with the provisions of the Pledge Act, request the court to allow the Goods secured by the lien to be sold in whole or in part for the satisfaction of the claim(s).

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

### **17.6 Proceeds**

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

### **17.7 Sale of Goods**

The Customer permits the Service Provider to choose the manner in which the Goods encumbered under the lien may be monetised, by private sale, public sale, or appropriation of the Goods. By accepting these BCR Self-Storage Conditions, the Customer authorises the Service Provider to take the necessary registration of its lien in the National Pledge Register (Nationaal Pand register).

## ARTICLE 18 – PAYMENT TERMS

### **18.1 Protesting of invoice**

The invoices of the Service Provider are deemed to be accepted by the Customer unless a substantiated written protest is received within eight (8) days of the date of the invoice.

### **18.2 Payment Term**

All invoices are payable within fourteen (14) days of the date of the invoice unless otherwise expressly agreed and without any discount or cost to the Service Provider.

### **18.3.1 Late payment interest**

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

### **18.3.2 Late payment interests - CONSUMER**

In the event of non-payment within the term, the statutory interest on arrears shall be due - ipso jure 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 amount of the invoice - with a minimum of €40.

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

## **18.4 Consequences of non-payment/partial payment**

In case of non-payment after the due date or partial payment of the invoice fourteen (14) days after the due date, the Customer expressly acknowledges that the Service Provider is entitled to the following additional rights, subject to the prior sending of a registered letter respecting a period of fourteen (14) days, whereby the Customer is reminded one last time to proceed with payment and/or to clear the Storage Space:

- to deny the Customer access to the Storage Space until all overdue debts have been paid.
- to be allowed to replace and/or destroy the locking system of the Storage Space.
- to relocate the Goods located in the Storage Space to such other alternative space/location as the Service Provider may unilaterally determine, without the latter being held liable for any loss or damage that might arise from the relocation or from the storage of the Goods in this alternative location.
- to charge the Customer for all costs resulting from the removal and transfer of the Goods and the additional storage costs elsewhere together with all costs that repeated removals/transfers would entail.
- to exercise retention on all the Goods which are in the Storage Space until full payment has been made.
- the option to terminate the agreement immediately and subsequently charge the Customer a monthly occupancy fee in an amount equal to the monthly storage fee.
- after sixty (60) days, to consider the Customer's unrecovered Goods as left behind abandoned objects, and as such freely dispose of them, and proceed to their removal and/or destruction.
- to exercise the right of pledge as set out in these Self- Storage Conditions. The Service Provider then also acquires the right to destroy or sell the Goods and to keep the proceeds thereof.

All costs arising from the Service Provider's exercise of these above rights shall be borne by the Customer and shall first be paid before the Goods are released or shall be offset against the proceeds of any sale of the Goods.

### 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 any subcontractors also comply with this legislation.

#### 19.2 Processing of data

The Service Provider processes the identification data, contact data and electronic data to perform the agreement, to maintain customer records, 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 will inform the Customer about how their privacy and rights are safeguarded.

### ARTICLE 20 – TRANSLATION BCR SELF-STORAGE CONDITIONS

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

#### 21.1 Nullity

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

#### 21.2 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.



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

### **22.1 Applicable Law**

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

### **22.2 Jurisdiction of the courts**

All disputes arising from or in connection with an agreement, regardless of whether it concerns a national or international move, to which these BCR Self-Storage Conditions apply or the implementation thereof and which cannot be resolved amicably, will be settled by the competent courts of the district where the Service Provider has its registered office, without prejudice to the right of the Service Provider to bring the dispute before the court as stipulated in article 624, 1°, 2° and 4° Ger. W.

### **22.3 NATIONAL - CONSUMER**

All disputes arising from or in connection with an agreement to which these BCR Self-Storage 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 its place of residence, without prejudice to the right of the Consumer to bring the dispute before the court as stipulated in section 624, 1°, 2° and 4° Ger. W.

### **22.4 INTERNATIONAL - CONSUMER**

All disputes which arise from or are related to an agreement to which these BCR Self-Storage Conditions apply or the execution thereof and which cannot be resolved amicably, and which are brought by the Service Provider or the Consumer, will be settled by the competent court as stipulated in Regulation 1215/2012.







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

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