

Terms & conditions

Definitions

§ The customer: the person or the company who contracts for the services of the mover;

§ The mover: the contractor who performs removal operations on a professional basis;

§ The sub-contractor: the person or company who undertakes to perform certain tasks vis-à-vis the mover (carriage by road, by rail, by sea and by air, customs, storage, delivery);

§ Working days: all calendar days, excluding Sundays and official holidays. Any time limit expiring on a Saturday will automatically be extended to include the next working day.

Article 1 - Charges - weight - force majeure - performance - termination - taxes

1.1. The volume of the goods and the duration of the performance, as stipulated in the removal contract, constitute the basis for the removal charges. Unless expressly agreed otherwise, the charges thus defined do not constitute a lump sum and the mover's standard rates will apply. The charges for specifically agreed special tasks, as described in Article 4 of these conditions, are identified in the removal contract (the order form).

1.2. The charges set out in the removal contract are calculated on the basis of daily performance as defined either in the relevant Belgian statutory rules or by means of Belgian collective labour agreements. With the exception of contractual fault on the part of the mover, any overtime will be calculated on the basis of the mover's applicable rates. Unless labour regulations at the individual company level contain provisions to the contrary, overtime for the removal sector is defined as follows:

§ in case of a five-day working week: on Mondays, Tuesdays and Wednesdays overtime starts after the eighth working hour, on Thursdays and Fridays after the seventh working hour;

§ in case of a six-day working week: on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays overtime starts after of the seventh working hour, on Saturdays after the third working hour.

The applicable overtime system is to be included in the mover's offer.

1.3. The performance of the contract starts with the preparation of the mover's equipment in his warehouse. The mover's duty is limited to the procurement of the equipment necessary for the execution of the contract. In all circumstances he has the right to use the means of transport and handling which he deems to be the most practical, appropriate and cost-effective, insofar as the essence of the service to be performed remains unaffected.

1.4. The contracting party who cancels the agreement before the date agreed upon for the performance is, ex officio and without prior notice, liable for liquidated damages equal to 25% of the contract charges, after deduction of the cost of road mileage which was to be performed, and/or of the costs of rail carriage and/or of the sea and air freight. In no event will these damages be less than the charge for two working hours. The contracting party who cancels the agreement less than twenty-four hours before the time agreed upon for the commencement of the performance, will be liable for full damages which must cover the extent of the damage caused without any limitation. In no event will these damages be less than the amount of the contract charges.

1.5. The removal to a storage facility is subject to the present conditions. Specific conditions for storage are contained in the General Terms and Conditions for the Storage of Household Goods of the Belgian Chamber of Movers.

1.6. The removal charges include value-added tax (VAT) as well as all other taxes and service charges, which the customer has to pay.

Article 2 - Removal abroad

Without prejudice to any other Article in the present Conditions, the following clauses apply exclusively in the case of an international removal to or from Belgium, or between two Member States of the European Union.

2.1. Charges - weight

2.1.1. The removal charges, including lump sum charges, are calculated on the basis of the sub-contractors' standard rates. Whatever the rate of exchange at the time the removal contract is made, the solely applicable rate of exchange will be that which is applied during the performance of the contract with the sub-contractors. If the mover employs one or several sub-contractors, he will notify the customer accordingly. Changes in the agreed charges may occur due to changes in the standard rates of the sub-contractor or sub-contractors following the terms and conditions agreed upon at the time of signing the contract, independent of the mover's will or of the sub-contractor's arbitrary decision, on the basis of elements enumerated in the specific conditions (e.g. fuel costs, mandatory collective labour agreements, railway tariffs...). The mover will inform the customer of the reason for the change at such time when it is brought to his own attention. This information duty applies both to increases and decreases in the removal charges.

2.1.2. The weight of the goods to be carried by rail or by sea, in containers or with packing specifically designed for sea carriage, is limited to a maximum of 125 kg per m³. Any excess weight will be calculated separately per unit of 125 kg or part thereof. The weight of the goods to be carried by road is limited to a maximum of 100 kg per m³. Any excess weight will be calculated separately per unit of 100 kg or part thereof. In air freight, a weight/volume ratio of 6 dm³ per kg is applicable. Consignments with a volume/weight ratio higher than the aforesaid 6 dm³ per kg will be charged at the higher volume/weight ratio.

2.2. Taxes - customs - information

Taxes, which are due with regard to international removals, will be charged separately to the customer. If such taxes are not reasonably ascertainable at the time of the signing of the contract, they will be borne by the customer afterwards.



2.2.1. The customer will submit or deliver to the mover all duly completed documents necessary for shipment, for reception and for customs formalities. If necessary, the customer will present himself personally to the customs authorities at the first request. Customs formalities are always performed according to the information and the documents provided by the customer. Unless otherwise agreed, the mover or his agents perform the customs formalities on the customer's behalf and for his account.

2.2.2. The customer assumes full liability for the information he provides to the Customs Authorities as well as to the mover and any possible third party. The customer alone will bear the consequences, which might conceivably follow from false, incomplete, late or mistakenly provided information and/or documents. He will indemnify the mover for any costs, which the latter may have incurred in this respect.

Article 3 - Goods excluded from the contract

Expressly excluded from the removal contract are: illegal substances (drugs), illegal weaponry, gold objects, precious metals, paper money, documents of title, stamp collections, antique coins, etc..., coal, matches, ammunition, dangerous goods, and in general all solids or liquids liable to cause damage to the equipment or to the goods carried. Any deterioration or decrease in value caused by goods which have been included in the consignment contrary to the present Article, is in any event at the customer's risk and for his account.

Article 4 - Special instructions

At the customer's request the mover may undertake to remove and install carpeting and floor coverings, drapes, mirrors, paintings and light fittings, to lift or lower furniture through windows, to carry pianos, safes and other equipment, to pack and to unpack wines. Specific tasks, which are to be undertaken, will be included in the removal contract together with the charges thereof.

Article 5 - Packing

All rented packing which the customer fails to return after completion of the removal will give rise, ex officio and without prior notice, to damages for loss of use of equipment and for the costs of retrieval, at the mover's standard rates.

Article 6 - Packing and unpacking: invoicing

Unless otherwise agreed, packing which is performed prior to the date set for the performance of the removal will be invoiced separately. The same applies to unpacking, which is performed after the completion of the removal.

Article 7 - Personal belongings

Personal belongings and linen will be packed by the customer without assistance from the mover. All risks, loss or damage caused by failure to comply with the present clause will in any event be for the customer's account.

Article 8 - Customer's specific duties and inventory

8.1. Removal charges are calculated on the basis of information provided by the customer. Consequently the customer must supply the mover accurately, at the latter's request, with all necessary, accurate and useful information, thus enabling the mover to obtain a clear picture of the circumstances in which the contract is to be performed (packing, loading, transportation, unloading, etc.). The customer will particularly draw the mover's attention to the nature of the goods, such as, but not limited to: valuable goods, heavy goods, or goods which require specific handling or treatment. The customer will indicate, in good faith, all factors which may influence the normal performance of the work or which may increase its complexity or difficulty. Thus the customer will accurately describe the location and the layout of the buildings. He will indicate whether there is an easy access for the removal van, whether road shoulders are to be negotiated, whether there are dirt tracks, ditches or other obstacles to be crossed, whether the stairways are sufficiently wide, whether there is an elevator which may be used by the movers, etc. All consequences of failure to disclose, negligence or mistakes in this respect, by the customer or by his agents, are solely for the customer's account. 8.2. The customer or his agents will be present during the whole execution of the work: packing, loading, unloading, including the time taken for rest and meals.

The customer or his agents will personally ascertain that nothing has been left behind in the premises, which are vacated. He alone will be liable for the consequences of his failure to comply with the present clause.

8.3. Should the customer wish to draft an inventory of the goods to be removed in the presence of all parties, he will notify the mover of this intention: the mover will then instruct a specific employee to perform this task. The costs for the drafting of such an inventory will be for the customer's account and he will be informed of them before the performance of the task. Any other inventory, which might be submitted to the mover, will not engage the latter's liability in any way.

8.4. The customer or his agents will take all necessary precautions to ensure that the mover's vehicles may be unloaded immediately upon arrival.

If local police regulations require parking space for the removal vans or lifting equipment to be mandatorily reserved, such costs will be for the customer's account. Should the mover offer his services with regard to such reservation, the costs will nevertheless remain for the customer's account.

Any delay or idle time due to the customer or his agents will give rise to the payment of damages by the customer to the mover, should the contractually agreed charges no longer cover the hours of work performed due to the idle time of equipment and personnel.

Article 9 - Pledge of the goods to the mover's benefit

In any event the customer expressly authorises the mover to liberate his equipment after two days' idle time, and to store the goods in a storage facility or a warehouse. This entire operation will take place at the customer's risk and for his account,





including the delivery costs afterwards. If the period of storage in a storage facility or in a warehouse exceeds one month, and the customer fails to take the required measures within eight days after the sending of a registered letter by the mover, the customer expressly authorises the mover to sell the goods in the customer's name and on his behalf. The sale will be a voluntary public sale (auction) by a bailiff instructed to this effect by the mover. The proceeds of the sale will be to the mover's benefit in the amount of his claim for removal charges in principal, interests and other costs. The balance of the proceeds will be consigned to a special account with the Belgian Deposito- en Consignatiekas / Caisse de Dépôt et Consignation, at the customer's risk.

Article 10 - Remover's liability

10.1. With the exception of force majeure, circumstances beyond a contracting party's control and the specific exemptions described in Article 10.5, the mover is liable for loss of and damage to the goods subject to the removal contract, as well as for delay in delivery. "Delay in delivery" is to be understood as a delivery in which a delay of at least 6 hours has occurred as compared to the contractually agreed time for delivery, the time needed for the carriage not included.

10.2. With the exception of force majeure, circumstances beyond a contracting party's control and the specific exemptions described in Article 10.5, the mover is vicariously liable for his sub-contractors, and for loss of or damage to the goods subject to the removal contract, as well as for delay in delivery as described in Article 10.1, which are due to his sub-contractors.

10.3. In any event the burden of proof with regard to the mover's liability is upon the customer. The customer's right of action will extinguish if any claim against the mover has not been notified by means of written reservations by the customer on the document which is tendered to him at the time of delivery. The customer will send the written claim, which confirms and supports the aforesaid reservations, to the mover by means of a registered letter not later than two working days following the date of delivery.

10.4. In any event the mover is exempted from any liability for the transportation and handling of furniture, equipment and objects which were packed and/or unpacked by parties other than the mover or his sub-contractors, and from any liability for loss or damage during the removal operation, which was caused by the customer, a member of his family, his agents or any third party, including damage to buildings caused by these same persons.

10.5. In particular the mover is not liable for direct and indirect consequences of war, revolution, civil and political unrest, riots, insurrection, strikes, epidemics, quarantines, lightning, fire, floods, snow, ice, bad weather, closing of thawing barriers, use of shortcuts or unpaved roads, temporary storage in railway stations, airports or customs warehouses, etc., when these circumstances cannot be avoided and render the good execution of the removal contract impossible.

10.6. The mover will act according to the professional standards of the removal trade, and he will take all measures and make all arrangements, which in view of the circumstances of the case, will safeguard his customer's interests as well as possible. Any reasonable costs related to the abovementioned events, which have been advanced by the mover, are for the customer's account.

10.7. Should the mover be liable for loss or damage to the goods carried, his liability will in all circumstances be limited to EUR 125.00 per cubic metre of the lost or damaged goods, after deduction of a franchise for the customer's account of EUR 250.00 per removal contract.

10.8. Should the mover be liable for delay in delivery, his liability will in all circumstances be limited to 20% of the removal charges. In the case of delay in delivery, the right to damages will only arise if the customer proves that the alleged delay has caused damage and that a written claim was filed with the mover, by means of a registered letter, no more than two days after the delivery of the goods to the consignee, not including the day of delivery.

10.9. The customer will in no event defer or reduce payment of the amounts due to the mover on account of any claim, counter-claim or set-off for alleged loss, damage or delay.

Article 11 - All risks insurance cover

The customer may have his goods insured against all risks, either through the mover's agency or by his own insurers. If the customer chooses not to take out insurance, any claim against the mover is subject to Article 10.

11.1. The customer may require the mover to take out an all risk insurance policy for the goods subject to the removal contract, viz.: theft, damage, loss, fire, etc., according to the general terms, conditions and warranties of an insurance contract under which the mover has an open cover policy. The value of the goods subject to the removal contract, for insurance purposes is to be defined as "total value" - if necessary subject to the application of the proportionality principle - which must correspond to the replacement value of the whole consignment in its present state and condition.

11.2. The customer is free to choose his own insurers if he so wishes. In this case he undertakes to enter into an insurance policy with his underwriters, without franchise and with cover and insured value in accordance with the description in the previous paragraph. Furthermore the customer undertakes to obtain from his underwriters a waiver of claim against the mover. If the customer cannot furnish proof of the existence of such a waiver of claim, the mover is entitled to refuse to perform the removal and to claim damages from the customer as described in Article 1.4.

11.3. The customer's right of action will extinguish if any claim against the mover has not been notified by means of written reservations by the customer on the document which is tendered to him at the time of delivery. The customer will send the written claim, which confirms and supports the aforesaid reservations to the mover by means of a registered letter no later than two working days following the date of delivery. Furthermore the customer will forward his written claim to the insurers in such form and within such time as stipulated in the insurance policy.



Article 12 - Payment

Any amounts due to the mover, for whatever reason, are payable in cash. The mover is entitled to require a down payment before unloading and the balance before completing delivery. In case of a removal abroad, full payment for the services to be rendered, transport to destination and delivery at destination is required in advance of the removal. Nevertheless the delivery charges may also be paid at the time of unloading at destination, on condition that the customer, upon shipment, provides the mover with an irrevocable bank guarantee for the amount in question, with the mover as sole beneficiary. On all chargeable amounts, a legal interest rate increased by 3% will be charged without prior notice. In case of late payment, a fixed compensation of costs of 10% on the standing amount will be charged with a minimum of € 150,00. This rule applies both to the customer and the mover in application of the law from 14/07/1991 to the protection of the consumer.

Article 13 -- Disputes - interpretation - jurisdiction - applicable law

All disputes concerning the construction and the performance of the contract under the present conditions will be subject to the exclusive jurisdiction of the Belgian Courts and territorial jurisdiction within Belgium will be determined according to Article 624, paragraphs 1, 2 and 4 of the Belgian Judicial Code. The present contract will be governed by Belgian Law.

Article 14 - Removal way bills

It is recognised in Article 23 of the Belgian Ministerial Decree (Ministerieel Besluit - Arrêté Ministériel) of 26 November 1992 that the Belgian Chamber of Movers is entitled to deliver removal way bills against payment.

General remark

The present "General Terms and Conditions of the Belgian Movers" are a translation of the original "Conditions Générales de Déménagements", which will constitute the paramount version and which will be referred to in all cases of dispute.

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