

# TERMS AND CONDITIONS

*In Respect Of Removals (AVVV 2015)  
In Respect Of Removal Items Placed Into Storage (AVBV 2015)  
For The Delivery Of Handyman Services (AVHD 2015)*



The terms and conditions are also available on [www.erkendeverhuizers.nl/algemene-voorwaarden](http://www.erkendeverhuizers.nl/algemene-voorwaarden)

# INDEX

<b>Terms and Conditions (AVVV 2015)</b>	<b>3</b>
ARTICLE 1 - Definitions	3
ARTICLE 2 - Applicability	3
ARTICLE 3 - Quotation	4
ARTICLE 4 - Insurance for household effects	4
ARTICLE 5 - Removal Price	5
ARTICLE 6 - Agreement	5
ARTICLE 7 - Recognised Removers Guarantee Certificate	6
ARTICLE 8 - Client's disclosure obligation	6
ARTICLE 9 - Obligations of the Recognised Remover	6
ARTICLE 10 - Hazardous items or substances	7
ARTICLE 11 - Customs formalities	7
ARTICLE 12 - Modification to the agreement in the course of the removal	7
ARTICLE 13 - Cancellation and Termination	7
ARTICLE 14 – Payment	8
ARTICLE 15 – Liability of the Recognised Remover	8
ARTICLE 16 – Liability of the client	9
ARTICLE 17 – Reporting damage	10
ARTICLE 18 – Compensation payment in case of liability	10
ARTICLE 19 - Complaints	10
ARTICLE 20 – Disputes procedure	10
ARTICLE 21 – Compliance guarantee	11
ARTICLE 22 – Applicable law	11
ARTICLE 23 - Amendments	11
ARTICLE 24 – Short title	11
<b>Terms and Conditions in respect of Removal items placed into Storage (AVBV 2015)</b>	<b>12</b>
ARTICLE 1 - Definitions	12
ARTICLE 2 - Applicability	12
ARTICLE 3 - Prior notification of information by parties	12
ARTICLE 4 - Quotation	12
ARTICLE 5 - Storage fee	13
ARTICLE 6 - Agreement	13
ARTICLE 7 - Change of address	13
ARTICLE 8 - Cancellation	13
ARTICLE 9 - Termination of an agreement by the client	13
ARTICLE 10 - Termination of the agreement by the storage contractor	14
ARTICLE 11 - Return	14
ARTICLE 12 - Obligations of the storage contractor	14
ARTICLE 13 - Insurance	15
ARTICLE 14 - Payment and collateral	15
ARTICLE 15 - Liability of the storage contractor	15
ARTICLE 16 - Liability of the client	16
ARTICLE 17 - Reporting damage	16
ARTICLE 18 - Compensation payment in case of liability	17
ARTICLE 19 - Complaints	17
ARTICLE 20 - Disputes procedure	17
ARTICLE 21 - Compliance guarantee	17
ARTICLE 22 - Applicable law	18
ARTICLE 23 - Amendments	18
ARTICLE 24 - Short title	18
<b>Terms and Conditions For The Delivery Of Handyman Services 2015 (AVHD 2015)</b>	<b>19</b>
ARTICLE 1 - Definitions	19
ARTICLE 2 - Scope	19
ARTICLE 3 – Conclusion of the Agreement	19
ARTICLE 4 – Obligations of the Recognised Remover	19
ARTICLE 5 – Obligations of the Client	20
ARTICLE 6 – Changes to the contract	20
ARTICLE 7 – Unforeseen complications	20
ARTICLE 8 - Delivery	20
ARTICLE 9 – Payment in instalments	20
ARTICLE 10 – Final account	21
ARTICLE 11 – Deferment of the payment	21
ARTICLE 12 – Failure to fulfil the payment obligation	21
ARTICLE 13 - Guarantee	21
ARTICLE 14 - Disputes	21
ARTICLE 15 – Binding recommendations compliance guarantee	22
ARTICLE 16 – Amendments to the General Terms and Conditions	22
ARTICLE 17 – Short title	22

*These Terms and Conditions of the Dutch Organisation of Recognised Removers (Organisatie voor Erkende Verhuizers, AVVV 2015, AVBV 2015, AVHD 2015) were formulated in agreement with the Dutch Consumers' Association (Consumentenbond) within the framework of the Social and Economic Council's Self-Regulation Coordination Group (SER Coördinatiegroep Zelfreguleringoverleg) and are effective as of 1 April 2015.*

# AVVV 2015

## ARTICLE 1 - Definitions

The following definitions shall apply to these conditions:

- *Client*: the contracting authority and / or consumer whose removal items are the subject of the removal agreement
- *Consumer*: a natural person acting for purposes that are not contained in the scope of his duties or business operations
- *Private removal*: removing the household effects belonging to a consumer
- *Recognised Remover*: the contractor recognised by the Dutch Organisation of Recognised Removers, whose official Dutch language name is Organisatie voor Erkende Verhuizers, which contractor furnishes the consumer market with professional removal services
- *Removal agreement*: the agreement for the transport of goods pursuant to which the Recognised Remover enters into a contractual obligation with the client to transport the removal items, be that exclusively within a building or residence, be that only for part of that operation within a building and residence and for another part by road, or be that exclusively by road.
- *Removal items*: items located in a covered or uncovered space and that are designed for decorating, furnishing or giving lay-out to that space and as such are already in use;
- *Household effects*: all the removal items, that fall under the removal agreement; money and paper of monetary value are not considered part of the household effects.
- *Private removal*: removal of the household effects of a natural person, acting for purposes that are not contained in the scope of his duties or business operations
- *Company*: any enterprise or establishment whether or not with independent registration, whether or not seeking to make profit.
- *Guarantee Certificate*: A Recognised Removers Guarantee Certificate issued by the Organisation of Recognised Removers.
- *Loss arising from delay*: a financial loss arising from the delayed delivery of removal items, as specified under article 6:96 of the Netherlands Civil Code.
- *New-for-old*: the sum that the damage renders immediately necessary so as to purchase new items of the same type and quality.
- *Current value*: new-for-old value less depreciation due to age or wear and tear;
- *Market value*: the amount at which an item is commonly traded on the market;
- *Contract extras*: additions to the operations subsequently requested by the Client and carried out by the Recognised Remover, which were not agreed upon when concluding the Removal Agreement
- *Reductions*: operations that were agreed between the Recognised Remover and the Client when concluding the Removal Agreement, in respect of which the Recognised Remover and the Client subsequently agree that such operations shall not be carried out by the Recognised Remover.

## ARTICLE 2 - Applicability

1. These General Terms and Conditions shall apply to private removals:

- within a building; or
- where the mode of transport contemplated is exclusively by road, including transporting the truck on a ferry or by rail within Europe where such be part of the road transport route (for example transport to the UK by ferry or through the Channel tunnel);
- or a combination thereof.

All of the above in so far as such shall take place within, from or to the Netherlands.

2. Other terms and conditions shall be agreed in respect of removals that are (partly) not to be carried out by road.

3. These General Terms and Conditions shall not apply to:

- private removals overseas;
- private removals being performed under contract from a third party against the will of the owner of the removal items (cases of expulsion from accommodation);
- the sale and rental of items used by the client to carry out a removal at the client's own risk and expense.

4. In such case as where, in connection with the removal, temporary storage, or where relevant, longer term storage of the removal items is performed, then the Terms and conditions in respect of Removal items placed in Storage 2015 (referred to as AVBV 2015 after the Dutch language initials) shall apply thereto, in which case these conditions shall be despatched as well together with the offer or no later than as at the time at which the storage agreement shall be furnished to the client. Furthermore the conditions shall be provided immediately when requested. The conditions may be inspected and downloaded on [www.erkendevertuizers.nl](http://www.erkendevertuizers.nl).

### **ARTICLE 3 - Quotation**

1. The offer shall be submitted in written or electronic form.
2. The offer shall in all cases specify:
  - the operations to be performed by the Recognised Remover
  - the price of the activities (including VAT)
  - the manner in which the price is calculated (management price or contracting sum)
  - the time and way of payment
  - that the household effects shall, during the removal within the Netherlands, be insured for a value not exceeding EUR 100,000 pursuant to article 4 of these conditions
  - that where the household effects are placed in storage as part of the removal within the Netherlands they shall be insured during the first 30 days subject to the same conditions as those applicable during the removal
  - in so far as such be known: the date and time of commencement for the removal as well as an over all indication of how long the removal shall reasonably be expected to last
  - that these General Terms and Conditions shall apply to the work to be carried out. A copy of these terms and conditions shall be despatched together with the offer or shall be furnished to the client no later than as of the conclusion of the removal agreement.
3. The offer shall bear the date of offer and shall retain irrevocable validity for a period of thirty days subsequent to the date of the offer.

### **ARTICLE 4 - Insurance for household effects**

1. The Recognised Remover has insured the household effects for the client during the removal within the Netherlands for a value not exceeding EUR 100,000 against all losses and material damage to the household effects as further described in the General Insurance Conditions in respect of Private Removal Items (PV05), to the conditions of which reference is made in article 7 of the Recognised Removers Guarantee Certificate.
2. The following supplementary terms and conditions shall apply to reimbursements under this insurance:
  - Household effects, with the exception of motor vehicles and boats and objects enjoying a value as an antique or in terms of rarity shall be insured on the basis of new-for-old, unless the current value is less than 40% of the new-for-old. In that latter case, the current value shall be reimbursed.
  - Loss assessment on the basis of current value shall always apply to motor vehicles, trailers, caravans, boats and concomitant parts and accessories.
  - Objects enjoying a value as an antique or in terms of rarity shall be reimbursed at market value. Damage shall be defined as the difference between the value of the insured items immediately prior to and immediately after the incident or, at the insurers' discretion, the repair costs determined immediately after the incident which, in the opinion of the experts, are capable of repair.
  - A sum not exceeding EUR 5,000 shall be payable as compensation for each incident involving theft of personal jewellery.
  - In a case of damage to items destined for trade and professional use a reimbursement not exceeding EUR 25,000 shall be payable for each incident.
3. Valuation (new-for-old, current value or market value) shall be carried out by experts, or on the basis of prior expert appraisal pending the availability of a valid appraisal report. In such case as where sections of the removal items shall have been the objection of prior expert appraisal, this prior appraisal shall be assumed to prevail for a three year period commencing from the date of the appraisal (the signing of the appraisal report).

4. Repairs to remedy damage or replacement of partially mislaid or missing goods shall only be performed after agreement shall have been reached between the client and the Recognised Remover or, where relevant, the claims assessor or the insurer in respect of the damage or after the damage shall have been sufficiently documented
5. In the context of storage undertaken as part of a removal within the Netherlands the household effects are insured for the first thirty days as in the case of a removal. If no further agreements shall have been concluded between the parties the household effects shall continue to be insured (against payment) pursuant to section 1 of this article.

When prolonging the storage term the client shall have the choice of keeping the household effects insured (against payment) on the basis of article 4, section 1 of these General Terms and Conditions or for an insured amount to be agreed upon subsequently. In such case as where the policy (and where relevant for the modified amount) shall not have been extended, the responsibility of the storage agent shall be limited subsequent to the expiry of the first 30 days of storage on the basis of the AVBV 2015 (articles 15 and 18).

## **ARTICLE 5 - Removal Price**

1. The following shall be used to calculate the removal price:
  - an all-in price (the "tender for the job" method), according to which the complete removal is to be performed including value added tax and the agreed elements and operations specified in the second section of this article, such however excluding the unforeseen expenses referred to in the third section;
  - a management price, calculated on the basis of previously agreed tariffs relating to volume and / or distance and / or length of time, according to which the agreed operations and the manner of arriving at the price shall be very precisely defined.If in response to a client request, an indicative price shall be given, this may not be exceeded by more than 15%.
2. The removal price shall be determined by the following elements and operations of the Recognised Remover, to the extent that such shall have been specified in the removal agreement:
  - transportation including the loading and unloading of the removal items;
  - packing and unpacking of the goods to be transported into and out of chests or boxes, disassembling and reassembling items of furniture;
  - operations such as removing, taking away, disconnecting, placing or hanging lamps, curtains, floor coverings, ovens, hearths, sanitary equipment and such further items as may be attached to ceilings, walls, floors and roofs, and disassembling and reassembling a water bed. The Recognised Remover may only undertake these operations on condition that no specific specialised knowledge shall be required for that purpose;
  - the premium payments and insurance amounts payable as referred to under article 4 and the guarantees specified in article 7.
3. Unless otherwise agreed in written or electronic form, the following shall not be included in the removal price: charges for using ferries and boats, toll charges payable, parking dispensations and permits, frontier and customs charges and charges reasonably incurred in order to take unforeseen measures in order to look after or to deliver the removal items.
4. In the case of supplementary services, the Recognised Remover shall preferably issue a revised quotation in accordance with Article 3, unless such is not possible in connection with the urgency of said supplementary services.
5. The removal price shall be increased if, pursuant to these conditions, the client shall be obliged to pay the Recognised Remover other charges, or in connection with supplementary services. In cases where fewer services are called for the price shall be reduced. The invoice shall specify details of the departure from the removal price.
6. In such case as where no removal price shall have been agreed the Recognised Remover shall be entitled to set a removal price in line with general rules of equity and fairness.

## **ARTICLE 6 - Agreement**

The agreement shall come into effect:

- as soon as the client shall have advised in written or electronic form of the latter's acceptance of the Recognised Remover's offer;
- where no offer shall have been tendered, as of that moment when the agreement shall be signed by both parties;

- as soon as the client physically places the removal items at the Recognised Remover's disposal for removal purposes.

#### **ARTICLE 7 - Recognised Removers Guarantee Certificate**

1. In respect of the Recognised Remover's limited liability pursuant to article 8:1182 of the Netherlands Civil Code, the latter shall provide the client with the Recognised Removers Guarantee Certificate (hereinafter called the Guarantee Certificate) specifying the entitlements referred to in section 3 of this article.
2. The Guarantee Certificate shall be part of these conditions and of the removal agreement. The Recognised Remover shall be obliged to apply for the Guarantee Certificate for removals within the Netherlands for the client and the client shall be obliged to accept the Guarantee Certificate and the rules pertaining thereto as part of the agreement.
3. The Guarantee Certificate provides the client with the guarantee that:
  - a. the Recognised Remover has insured the household effects pursuant to article 4 of these terms and conditions. The Guarantee Certificate shall also act as the insurance policy.
  - b. in such case as where the Recognised Remover under contract shall no longer be in a position to perform the removal for reasons of bankruptcy or protection from creditors the removal shall be performed expeditiously by a Recognised Remover to be designated by the Organisation of Recognised Removers. Consequential damage shall be excluded.
  - c. an initial payment not exceeding 25% of the agreed removal price shall be guaranteed by the Organisation of Recognised Removers, in such case as where the client shall nevertheless cause the removal to be performed by another Recognised Remover. This guarantee shall only apply in combination with the situation specified under (b) above of this article, and shall not exceed EUR 1,000.
4. The manner in which the client may file a claim under the Guarantee Certificate is specified in the guarantee provisions of the Recognised Removers Guarantee Certificate. The client shall contact the Organisation of Recognised Removers ([www.erkendeverhuizers.nl](http://www.erkendeverhuizers.nl)) using written or electronic means for the purpose of filing a claim under the guarantee.

#### **ARTICLE 8 - Client's disclosure obligation**

1. The client shall notify the Recognised Remover of the following in respect of the removal items:
  - all matters the presence of which shall lead to an exceptional risk of damage to the removal items or to materials required in the exercise of the business;
  - all items of a technical nature for which the manufacturer shall, specially prior to the commencement of transportation, have notified users of safety precautions to be taken in the course of transportation;
  - all objects of an exceptional nature subject to special regulations issued by domestic and / or foreign authorities, such as objects of exceptional value, objets d'art, high value collections and firearms;
2. In respect of the removal the client shall notify the Recognised Remover in good time of:
  - exceptional arrangements pertaining to the new residential address (living room on the first floor, for example).
  - other matters and circumstances that shall be of importance for a Recognised Remover to know of to undertake the removal (for example a doorstep to the house being under construction on the day planned for the removal).

Such matters being necessary unless the client may legitimately assume that the Recognised Remover is apprised of these matters.

#### **ARTICLE 9 - Obligations of the Recognised Remover**

1. The Recognised Remover shall:
  - deliver the removal items at the point of destination (placing them at the position likely to have been indicated for that purpose) and in that form, whether packed or disassembled, or in which they were tendered to the Recognised Remover for transportation;
  - complete without delay a removal that has been started;
2. The obligations of the Recognised Remover flowing from the removal agreement shall terminate as soon as the removal items shall have been delivered at the agreed place of destination.

## **ARTICLE 10 - Hazardous items or substances**

1. If the client shall entrust the Recognised Remover with hazardous items or substances as specified under the Dutch Carriage of Dangerous Goods Act, the client shall notify the Recognised Remover of the nature of the danger these present and shall advise the Recognised Remover of the precautions to be taken.
2. The Recognised Remover shall be entitled not to perform the removal of such hazardous items or substances as the latter shall not have been informed of at the time the contract was concluded.
3. The Recognised Remover shall be entitled to unload such hazardous items or substances as the latter shall not have been informed of at the time the contract was concluded and to render these, or cause to them to be rendered, harmless, or to destroy, or to cause them to be destroyed, at the client's expense. Furthermore the client shall in that case be liable for all costs and damages incurred and attributable to the client derived from the carriage.

## **ARTICLE 11 - Customs formalities**

The following conditions shall apply to removal agreements to be carried out by road from or to the Netherlands:

- the Recognised Remover shall inform the client to the best of the former's ability of the rules prevailing in respect of the customs and other formalities requiring to be performed in the performance of the removal agreement;
- the client shall place the necessary documents at the disposal of the Recognised Remover and shall furnish the latter with all information required to complete the formalities.

## **ARTICLE 12 - Modification to the agreement in the course of the removal**

1. The client shall be entitled to request the Recognised Remover to modify the performance of the removal agreement. The desired modification must be such that the Recognised Remover can implement and shall not disrupt the running of the Recognised Remover's business. The client shall furthermore undertake to reimburse the Recognised Remover for all necessary costs and disadvantages that shall in fact flow from the modification made to the removal agreement. If the modification shall provide benefit to the Recognised Remover, the latter shall not invoice the costs that, viewed reasonably, the latter shall have avoided.
2. If the Recognised Remover shall, for reasons of circumstance, be unable to perform the contract and within a normal period of time then the Recognised Remover shall:
  - request new instructions of the client, or
  - if such shall not be possible, take such measures as shall, in the former's view, be in the client's interest.

## **ARTICLE 13 - Cancellation and Termination**

1. The client shall be entitled to cancel the agreement pursuant to sections 2 and 3 without stating any reasons. The client shall thereby owe the Recognised Remover compensation. Compensation due for cancellation less than thirty days prior to the agreed date of removal shall amount to no more than 15% of the agreed removal price. Compensation due for cancellation of between seven and fourteen days respectively prior to the agreed date of removal shall amount to no more than 50% and 75% respectively of the agreed removal price. Compensation due for cancellation of less than seven days prior to the agreed date of removal shall amount to the full removal price.
2. The client shall be entitled to terminate the removal agreement if that party should learn that the Recognised Remover shall not be in a position to perform the removal on the agreed day and time. Shortly after having so learned the termination shall be notified to the Recognised Remover pursuant to section 4 of this article.
3. If prior to or at such moment as the removal items shall be tendered to the Recognised Remover, circumstances shall present themselves at either of the parties which the other party could not be said to have been aware of at the time of concluding the contract, but which, had that party been cognisant thereof, would have provided reasonable grounds for not entering on in the removal agreement or for so doing so under other conditions, then that other party shall be entitled to terminate the agreement.
4. Termination shall be effected in written or electronic form to the other party and the agreement shall terminate as of the instant such be received.
5. Consequent to general rules in relation to equity and fairness parties shall, subsequent to the termination of contract, be obliged to compensate demonstrable damage to the other side.

This shall be without prejudice to circumstances as referred to in article 12, section 2 of these conditions. The compensation payment shall not exceed the agreed removal price.

#### **ARTICLE 14 – Payment**

1. The removal price shall be paid in cash as of the moment that the Recognised Remover shall have delivered the removal items at the place of destination, unless otherwise agreed.  
The client shall pay the removal price when the invoice is tendered and shall receive a receipt thereof from the Recognised Remover.  
Cash payment shall also cover the transfer of the amount owed to a bank or giro account specified by the Recognised Remover as of the moment of delivery or payment by one of the forms of electronic payment recognised by the banks.
2. If, when the invoice is presented by the Recognised Remover, it is apparent to the Recognised Remover that the client is not, or shall not, fulfil his obligation to pay, the latter shall be authorised to cancel the removal or the completion thereof. The Recognised Remover shall then be authorised to proceed to the storage and sale of the removal items, provided that the Recognised Remover shall have obtained a court order referred to under article 8:1194 BW, section 2 of the Netherlands Civil Code.
3. In such case as where it shall expressly have been agreed as of the conclusion of the agreement that payment shall not be made in cash at the time of delivery, but where no payment term shall have been agreed, payment shall be effected within fourteen days following receipt of the invoice.
4. The client shall be in default as of the expiry of the payment term. After that date shall have expired, the Recognised Remover shall despatch a reminder to pay and shall provide the client with the opportunity of making the payment within fourteen days following receipt of this reminder to pay. If payment shall not have been made after the deadline for the reminder to pay shall have expired, then the Recognised Remover shall be authorised to levy legal interest as from the expiry of the payment term and to invoice all payment collection charges reasonably incurred by that party outside of legal process. Extrajudicial collection charges are subject to statutory limits; collection charges in derogation therefrom may be applied, if such are in the consumer's favour.
5. In such case as where the client shall not be identical to the person or entity whose removal items are the subject of the removal agreement, the Recognised Remover shall agree upon special arrangements with the client for the payment of costs flowing from the removal agreement as well as for the delivery if the owner of the removal items shall not himself or herself be contactable for that purpose. If the client shall fail to comply with the client's obligations to pay, the owner of the removal items shall be liable for the removal costs.
6. It shall not be permissible for claims receivable to be set off against payment of the removal price unless parties shall have agreed otherwise in written or electronic form.

#### **ARTICLE 15 – Liability of the Recognised Remover**

1. Failure to comply with the obligations falling upon the Recognised Remover pursuant to article 9 shall render the latter liable for damage thereby incurred. Such shall apply unless the said failure to comply shall have been caused by a circumstance that a prudent Recognised Remover would not have been able to avoid and in so far as a Recognised Remover would not have been able to impede the consequences thereof.  
For the sake of establishing the extent of material damage in case of damage or loss to the removal item(s), the provisions of article 4, sections 2, 3 and 4 shall also apply. In the case of loss arising from delay, the Recognised Remover shall not be liable for damage in excess of the removal price; substantiation for the scale of the loss arising from delay shall be furnished by the client.
2. The Recognised Remover shall not be permitted to claim exemption from liability by reference to:
  - the defective condition of the vehicle used for the removal;
  - the defective condition of the equipment the Recognised Remover shall have used, unless such shall have been put at the latter's disposal by the client; the term equipment shall not be understood as covering a vessel, aircraft or railway wagon upon which the truck effecting the removal shall have been positioned;
  - the defective condition of the support points used for attaching hoisting jigs or for using a remover's lift;
  - any damage to the removal items wrought by third parties whose acts were not performed at the client's risk.



3. The Recognised Remover failing to comply with the obligations incumbent upon that party shall be liable for damages so having arisen, unless such failure to comply shall have been the consequence of exceptional risks linked to one or more of the following circumstances:
  - the packing or disassembling, or the packing or assembling, of removal items undertaken by the client or with the assistance of any person or instrument that the client shall have made available of his own volition;
  - such assistance in the course of the removal as shall have been provided by the owner of the removal items, members of the latter's family, friends or third parties as shall have been asked by the client to assist in the removal;
  - a choice made by the client – whilst the Recognised Remover had proposed an alternative – of a means of packing or execution of the removal agreement, that shall have differed from the conventional practice applicable to the removal that was agreed upon;
  - the presence amongst the removal items of items of which, in such case as where the Recognised Remover had been notified of their presence and nature by the client pursuant to article 8, then the Recognised Remover would have taken exceptional measures;
  - the nature or the state of the removal items themselves that exclusively by virtue of circumstances related to such nature or state, shall have been exposed to complete or partial loss or damage such as leakage, drainage or melting derived from the other items making part of the household effects, plants dying off; the mislaying of bank papers, monetary instruments of value, precious metals, coins and medals, documents or collections, precious stones, pearls, documents and collections, unless the client shall have separately advised the Recognised Remover thereof prior to the removal, together with a listing of their quantity and value;
  - electrical, electronic or mechanical equipment failing to function or failing to function properly.
4. In such case as where the Recognised Remover shall have demonstrated that that party's failure to comply with an obligation incumbent upon the latter arising out of article 9 might have been a consequence of one or more of the exceptional risks specified as above in section 3, it shall be assumed that the failure to comply was so caused, without prejudice to the client's authority to demonstrate the contrary.
5. The Recognised Remover shall be responsible for improperly leaving objects behind at the place of loading or improperly removing them from the loading positions in such case as where the Recognised Remover had been expressly cognisant thereof or ought so to have been.
6. In so far as the client shall fail to manifest himself or herself, shall refuse to take receipt of the removal items or shall not take receipt thereof with the required speed, or to the extent that the removal items shall have been the subject of legal attachment, the Recognised Remover shall be authorised to store these removal items at such appropriate storage facility at the expense and risk of the body or person with legal title. The Recognised Remover shall notify the client as soon as possible in written or electronic form and shall submit a copy of the AVBV 2015 at the same time.
7. Notwithstanding the effects of this article the Recognised Remover shall not be liable for damage except as shall have been caused by the failure to comply with the latter's obligations referred to in article 9 of these conditions.

#### **ARTICLE 16 – Liability of the client**

1. The client shall be liable for the costs and damage that the Recognised Remover shall suffer for not having furnished, or for not having furnished in sufficient fashion, the information referred to under articles 8, 10 and 11, unless such shall not be attributable to the client.
2. Except in cases of force majeure, the client shall be obliged to reimburse damage to the Recognised Remover in such case as where the removal agreement shall not have been implemented, or shall not have been implemented pursuant to the agreement where such shall have been caused by the client's agency or negligence. The compensation payable shall not exceed the removal price. Article 13 shall apply to cases of cancellation.
3. Immediately upon so being requested by the Recognised Remover the client shall indemnify the latter in such case as where the latter shall have been sued by third parties not joined to the agreement in respect of claims for damage or financial loss – such to include penalties under criminal law - that shall in any way have been connected with the performance of the removal agreement by the Recognised Remover, the latter's servants and auxiliary personnel.

This shall apply in such case as where this damage shall have been caused by the client's agency or negligence in violation of any prescription under law of whatsoever nature, such as the presence amongst the household effects of narcotics, pornographic literature, unlicensed software and suchlike.

#### **ARTICLE 17 – Reporting damage**

In such case as where damage shall have been observed as of the delivery of the removal items, the client shall report this in the course of the removal to the Recognised Remover.

In such case as where as of the delivery there shall have been no opportunity to observe the removal items the client shall declare such in advance or no later than as of the moment of delivery in written or electronic form.

Clients are strongly urged to report damages within two working days subsequent to the removal to the Recognised Remover in written or electronic form. In such case as where the Recognised Remover shall not have received the report specified above within fourteen days subsequent to the removal the latter shall be deemed to have performed the removal without noticeable damage.

#### **ARTICLE 18 – Compensation payment in case of liability**

1. If recourse to the insurance referred to under article 4 of these conditions shall not be feasible, the compensation payment due by the Recognised Remover because of the latter having failed to comply with the obligations incumbent upon the Recognised Remover (article 9) shall be limited under article 8:1182 of the Netherlands Civil Code (EUR 23,000 for the total set of household effects).
2. In such case as where the Recognised Remover shall have undertaken to remove more than one set of household effects, then the liability referred to in the first sentence shall apply to each set of household effects.
3. The Recognised Remover may not allege any restriction upon the latter's liability to the extent that the damage shall have arisen by the latter's own agency or negligence, or shall have arisen as a consequence of an intention to cause damage, or flowing out of recklessness and with the knowledge that such damage might well so result.
4. Damage to household effects less than or equal to EUR 23 shall be borne by the client, and for damage to household effects exceeding EUR 23 the Recognised Remover may be held liable for the entire amount, without prejudice to the provisions in the other sections of this article.
5. All claims based upon the removal agreement or linked to this shall expire one year after the delivery of the removal items pursuant to the Netherlands Civil Code.

#### **ARTICLE 19 - Complaints**

Complaints about the performance of the agreement must be completely and clearly described and submitted to the Recognised Remover in good time after the client shall have discovered the breaches. Failure to submit the complaint in time may result in the client losing his or her rights in the matter.

#### **ARTICLE 20 – Disputes procedure**

1. Disputes between a consumer and the Recognised Remover about the coming into effect or the performance of the removal agreement as referred to under article 1 may be submitted by either the client or by the Recognised Remover to the Removal Disputes Committee whose official Dutch name and address are Geschillencommissie Verhuizen, Bordewijklaan 46, P. O. Box 90600, 2509 LP The Hague ([www.sgc.nl](http://www.sgc.nl)).
2. The Disputes Committee shall only examine such disputes in such case as where the consumer shall first have submitted his or her complaint to the Recognised Remover.
3. After the complaint shall have been submitted to the Recognised Remover, the dispute shall be submitted to the Disputes Committee no later than twelve months after it was submitted.
4. In such case as where the consumer shall submit a dispute to the Disputes Committee the Recognised Remover shall be obligated to that choice. In such case as where the Recognised Remover wishes to submit a dispute to the Disputes Committee, the Recognised Remover shall ask the consumer to signify consent or otherwise within five weeks. The Recognised Remover shall further specify in that communication that after the expiry of the above-mentioned term the Recognised Remover shall consider itself at liberty to bring proceedings before the Courts.
5. The Disputes Committee shall pronounce its judgment having regard to the provisions of the regulations applicable to that body. The decisions of the Disputes Committee shall be effected pursuant to those regulations by means of a binding recommendation.

A copy of the regulations will be despatched upon request. Examination of a dispute shall require payment.

6. Only the Courts shall determine whether the above mentioned Disputes Committee is authorised to take cognisance of disputes.

#### **ARTICLE 21 – Compliance guarantee**

1. The Organisation of Recognised Removers guarantees the compliance with the binding recommendations by its members, unless the member has decided to put the binding recommendation for assessment before the Courts within two months after the issuance of such. This guarantee will come back into force if the binding recommendation is upheld by the Courts, and the judgement containing this ruling has become final and conclusive. Up to a maximum amount of € 10,000 per binding recommendation, this amount will be paid by the Organisation of Recognised Removers to the client. For amounts over € 10,000 per binding recommendation, an amount of € 10,000 will be paid to the consumer. For any sum in excess of that, the Organisation of Recognised Removers has an obligation to perform to the best of its ability to ensure that the member complies with the binding recommendation. This obligation to perform to the best of its ability means the consumer will also be given the option of ceding the claim to the Organisation of Recognised Removers, after which this organisation shall, in its own name and at the expense of the Organisation of Recognised Removers, take legal steps to secure the payment of such as damages for the consumer.
2. The Organisation of Recognised Removers shall not provide a compliance guarantee if, before the consumer has fulfilled all the formal acceptance requirements in connection with the handling of the dispute (payment of complaint filing fees, return of completed and signed questionnaire, and payment of any deposit), one of the following situations arises:
  - the member has been granted a suspension of payments.
  - the member has been declared bankrupt.
  - the business operations have effectively been terminated.

Decisive for this situation is the date on which the termination of business operations has been filed with the Commercial Register, or an earlier date as of which the Organisation of Recognised Removers has evidence to show the business operations were effectively terminated.

#### **ARTICLE 22 – Applicable law**

The Law of the Netherlands shall apply to agreements concluded, modified or complemented on the basis of the AVVV unless paramount rules should dictate other Law.

#### **ARTICLE 23 - Amendments**

Amendments to these Terms and Conditions may only be implemented in agreement with the Dutch Consumer Association (Consumentenbond), if and insofar the amendments arise from the amendments to legislation and regulations with respect to the execution of the work to which these Terms and Conditions pertain. In the event of such amendments, those amendments only shall become effective as of one month after the amendments have been published. The Organisation of Recognised Removers assumes the duty to publish established amendments.

#### **ARTICLE 24 – Short title**

The Terms and Conditions in respect of Removals 2015, whose official Dutch language title is Algemene Voorwaarden voor Verhuizingen 2015, may be referred to as AVVV 2015.

## AVBV 2015

### ARTICLE 1 - Definitions

The following definitions shall apply to these conditions:

- a. *client*: the person or body remitting the removal items for storage  
*consumer*: a natural person acting for purposes that are not contained in the scope of his duties or business operations.
- b. *storage contractor*: the contractor recognised by the Dutch Organisation of Recognised Removers, whose official Dutch language name is Organisatie voor Erkende Verhuizers, whose profession it is to take into storage removal items;
- c. *storage agreement*: the agreement in which the storage contractor undertakes towards the client to take removal items into storage, and to return them;
- d. *removal items*: items located in a covered or uncovered space and that are designed for decorating, furnishing or lay-out of that space and as such are already in use;
- e. *storage location*: a clean and dry space suitable for the storage of removal items;
- f. *inventory listing*: a list signed by the client and the storage contractor in which removal items remitted for storage and their visible defects are specified.

### ARTICLE 2 - Applicability

These Terms and Conditions shall apply to an agreement for the storage of removal items. Parties may agree that these conditions shall cover items linked to the removal items, such as motor vehicles, motor bicycles, boats and caravans. If in connection with storage, even if temporary, of the removal items, a removal takes place, then the Terms and Conditions in respect of Removals shall apply to the removal. Furthermore the conditions shall be provided immediately when requested. The conditions may be inspected and downloaded on [www.erkende-verhuizers.nl](http://www.erkende-verhuizers.nl).

### ARTICLE 3 - Prior notification of information by parties

1. The storage contractor shall advise the client that the client must draw attention to items amongst the removal items to be remitted for storage that might form a clear danger to the goods stored in the storage facility, of items requiring special attention and of the presence of objects of exceptional value (papers representing monetary value, objects of precious metal or monetary instruments) as specified in article 15, section 3i of these conditions.
2. The storage contractor shall be entitled to refuse to accept goods unsuited to the latter's storage facility. In all cases the following items shall not be taken into storage: goods subject to decay, food items, fuel, explosive materials, weapons, narcotics and other forbidden substances.
3. The storage contractor shall ensure that an inventory listing shall be drawn up for all storage arrangements as of the conclusion of the storage agreement, which shall be appended to the storage agreement as part thereof. The inventory listing shall feature where possible the value declared by the client of one or more of the items remitted for storage.
4. The storage contractor may require the client to produce valid personal identification (passport or identity card).

### ARTICLE 4 - Quotation

1. An offer to take removal items into storage shall be tendered in written or electronic form.
2. The offer shall in all cases specify:
  - the date of commencement and where possible the termination date of the storage or, where such shall not be possible, a reference to indeterminate duration;
  - the storage fee, the method of payment, and the payment term;
  - the charges linked to taking receipt of the removal items and for returning them (reception and uplift costs);
  - an identification of the precautions the storage contractor shall take and the costs thereof;
  - that the Terms and Conditions in respect of Removal Items placed in Storage shall apply to the operations to be performed. A copy of these Terms and Conditions (AVBV 2015) shall be despatched together with the offer or shall be furnished to the client no later than as of the conclusion of the storage agreement.
3. The offer shall bear the date of offer and shall retain irrevocable validity for a period of thirty days subsequent to the date of the offer.

## **ARTICLE 5 - Storage fee**

1. The storage fee, being the price paid for storage services, shall be determined on the basis of volume, weight or occupancy of space taken up by the removal items to be taken into storage, the attention that shall be given to such goods pursuant to the storage agreement and the storage period concerned.
2. Unless otherwise agreed in written or electronic form, the following costs shall not be part of the storage fee and shall be charged separately to the client:
  - fees that were not foreseeable as of the conclusion of the contract but that the storage contractor shall nevertheless be obliged to incur in connection with the agreed arrangements of care for the goods remitted for storage or to which the storage contractor shall be obliged so as to comply with that party's duty of care; such only to the extent that the reason shall lie in the client's removal items. Where possible, the storage contractor shall advise the client in advance of the measures to be taken and of the costs;
  - the charges linked to the taking into storage of the removal items and for returning them (reception and uplift costs);
  - the insurance-related premiums and payments as referred to under article 13.
3. In such case as where the storage fee shall not have been agreed the Recognised Remover shall be entitled to set a storage fee price in line with general rules in relation to equity and fairness.
4. The storage fee shall be adjusted every year in cases of prolonged storage. The first adjustment may be effected one year after the storage shall have started, unless the agreement shall have specified otherwise.

## **ARTICLE 6 - Agreement**

The agreement shall come into effect:

- as soon as the client shall have advised in written or electronic form of the latter's acceptance of the Recognised Remover's offer;
- where no offer shall have been tendered, as of that moment when the agreement shall be signed by both parties;
- as soon as the client shall have physically placed the removal items at the Recognised Remover's disposal for storage purposes.

## **ARTICLE 7 - Change of address**

1. The client shall advise the storage contractor as rapidly as possible in written or electronic form of changes to the former's address.
2. The storage contractor shall be at liberty to discharge his duty of notification by despatching all communications to which that party shall be obliged pursuant to the storage agreement to the most recent address known to that party.
3. In the case of a period of absence exceeding two months, the client shall notify the storage contractor in written or electronic form and shall designate a contact person.
4. The storage contractor shall not be liable for damage the client shall suffer by virtue of the client not having observed the obligations incorporated in this article.

## **ARTICLE 8 - Cancellation**

The client shall be entitled to cancel the agreement. The client shall owe the storage contractor a compensation payment not exceeding the storage fee for one month, unless the storage contractor shall have demonstrated that the damage arising from the cancellation shall have amounted to substantially more than the storage fee for one month.

## **ARTICLE 9 - Termination of an agreement by the client**

1. The client shall be entitled to terminate a storage agreement in the interim subject to the observance of a one month notice period.
2. The storage contractor shall be obliged to return the removal items remitted for storage prior to the expiry of the notice period against payment of the storage fee not yet paid, and for the payment of costs that may fall upon the client. Return of the goods shall be effected to the greatest extent possible at the time desired by the client.

3. After the expiry of the notice period the removal items remitted for storage shall remain with the storage contractor at the client's expense and risk subject to the condition that the obligation to pay the storage fee shall persist until that moment at which the removal items shall have been returned to the client, or until such time as these shall have been sold or destroyed by the storage contractor.

#### **ARTICLE 10 - Termination of the agreement by the storage contractor**

1. The storage contractor may terminate a storage agreement in the interim where the enterprise is discontinued and in such case as where pursuance of the agreement cannot reasonably be required of that party. The storage contractor shall notify the client in written or electronic form and shall provide a two month notice period.
2. The client shall take back the removal items remitted for storage prior to the expiry of the notice period against payment of the storage fee not yet paid, and for the payment of costs that may fall upon the client. Return of the goods shall be effected to the greatest extent possible at the time desired by the client.
3. After the expiry of the notice period the removal items remitted for storage shall remain with the storage contractor at the client's expense and risk subject to the condition that the obligation to pay the storage fee shall persist over the duration of the (supplementary) storage until that moment at which the removal items shall have been returned to the client or until such time as these shall have been sold or destroyed by the storage contractor.
4. In the case of discontinuance of the enterprise the storage contractor shall arrange for alternative storage if the client shall not reasonably be in a position to enter in on an agreement with another storage contractor. This obligation shall not apply in cases of client negligence.

#### **ARTICLE 11 - Return**

1. The removal items stored shall be returned at the address of the storage location, unless otherwise agreed.
2. The removal items stored shall be returned to the client pursuant to article 14, section 2. If such shall not be possible they shall be handed over to such person or entity as shall have been authorised in written or electronic form. If no person or entity shall have been authorised they shall be returned to that person or entity who for reasons other than being derived from the storage agreement shall have title to their return, unless they shall have been subject to legal attachment and as a consequence of such attachment there shall flow an obligation to remit them to that person or entity levying the attachment.
3. In cases where a portion of the removal items taken into storage are to be returned, a list detailing the goods returned shall be drawn up for signature by the storage contractor and by the client. The storage contractor may demand the client present collateral for the payment of the storage fee, where never the value of the goods not returned would so justify, or, alternatively, if ever the former should have substantial grounds for doubting the timely payment of the storage fee in the future.
4. The storage agreement shall expire with the death of the client, or if the client is placed under curatorship, or when the client is given protection from creditors or when the client moves into bankruptcy. The storage fee shall then be payable up to and including the month subsequent to the month in which the event in question took place. The inheritors or, where relevant, the trustee in bankruptcy or the liquidator shall be obliged to take back the removal items prior to the expiry of the period for which the storage fee shall be payable. Articles 9 and 14 shall apply with the necessary changes.

#### **ARTICLE 12 - Obligations of the storage contractor**

1. The storage contractor shall store and return the removal items, being also obliged to return the removal items in the state in which that party took receipt of them. The storage contractor shall observe the proper care and attention of a careful storage contractor in the latter's storage activities.
2. The storage contractor shall, over the duration of the storage period, permit the client access to the removal items taken into storage against payment for the costs thereby incurred by the storage contractor and provided that a prior arrangement shall have been agreed upon with the storage contractor.

### **ARTICLE 13 - Insurance**

1. The storage contractor shall enjoy insurance coverage for such liability risks as are prescribed by law and these conditions.
2. The storage contractor shall draw the client's attention that, so as to be insured against risks for which the storage contractor shall bear no liability:
  - the client shall conclude provisional storage insurance coverage for the removal items for the duration of storage, or
  - the client shall transfer his or her own household insurance for the duration of storage to the address of the storage facility.

### **ARTICLE 14 - Payment and collateral**

1. The storage fee and possible other charges flowing from the agreement shall at all times be paid according to the frequency agreed between the client and the storage contractor.
2. All fees that the client shall be liable for to the storage contractor must have been paid prior to the return of the removal items. The storage contractor shall be entitled to retain the removal items taken into storage until the client shall have complied with all his obligations to pay in respect of the storage agreement concluded or in respect of a removal agreement concluded between the same parties.
3. The client shall be in default as of the expiry of the payment term. After that date shall have expired, the storage contractor shall despatch a reminder to pay and shall provide the client with the opportunity of making the payment within fourteen days following receipt of this reminder to pay. If no payment shall have been made after the deadline for the reminder to pay shall have expired the storage contractor shall be authorised to charge legal interest as of the expiry of the payment term and all payment collection charges reasonably incurred by that party outside of legal process. The storage contractor shall despatch the reminder to pay by registered mail to the client at the address the storage contractor was last advised of. Extrajudicial collection charges are subject to statutory limits.
4. If the outstanding payment shall exceed three months, calculated as from the original payment term, or as soon as the amount of the payment outstanding shall exceed the current value of the removal items taken into storage including the costs of sale and preparation thereof, the storage contractor shall enjoy the right to terminate the agreement.
5. The storage contractor must have sent at least one demand for payment by registered letter to the last known address of the client before being able to exercise its rights on the basis of sections 4 and 6 of this article.
6. The client that hands removal items over to the storage contractor in implementation of the agreement thereby creates a possessory pledge in respect of those removal items for the benefit of the storage contractor by way of further security for payment of everything it owes or will come to owe to the storage contractor. The storage contractor is allowed to proceed with the (public) sale of the removal items unless the client has submitted a complaint as described in article 20 of these conditions to the Disputes Committee. Before proceedings with the sale, the storage contractor will:
  - a. once again demand by registered letter that the client pay all costs that are owed if and to the extent the client's address details are known. This letter must state that the storage contractor will proceed with the public (or private, see paragraph 7) sale if the client allows the term set in the demand for payment to expire as well;
  - b. if and to the extent the address details of the client are unknown or if the registered letter fails to reach the client for any other reason, the notifications referred to under a) will be made by means of a bailiff's notification served at the client's last known address.
7. The public sale may be replaced by a private sale if the costs of the public sale are expected to exceed the estimated proceeds of the removal items, with due observance of the applicable statutory rules. However, if the proceeds of the sale of the removal items exceed the claims of the storage contractor, the surplus will be made available to the client or transferred into its bank account.

### **ARTICLE 15 - Liability of the storage contractor**

1. Failure to comply with the obligations falling upon the storage contractor shall render the latter liable for damages thereby incurred unless the said failure to comply shall have been caused by a circumstance that a prudent storage contractor would not have been able to avoid and to the extent that a storage contractor would not have been able to impede the consequences thereof.

2. The storage contractor shall not be permitted to claim exemption from liability by reference to:
  - the defective condition of the storage location;
  - the defective condition of the materials the latter uses.
  - for damage to the removal items caused howsoever by a third party, whose acts shall not fall to the client's risk,
3. Provided the storage contractor shall have observed the duty of care and in the absence of proof to the contrary, the storage contractor shall not be liable for damage that shall be the consequence of exceptional risks linked to one or more of the following circumstances:
  - a. damage or loss to removal items taken into storage in such case as where the damage or loss shall have arisen from inherent defect or decay of these removal items;
  - b. damage to items that shall not have been packed, unpacked or placed in protective packaging by the storage contractor or the latter's staff and which shall not be attributable to acts of the storage contractor or the latter's staff;
  - c. damage caused by the leakage of fluids from lamps, bottles, barrels and suchlike;
  - d. damage to electrical, electronic and mechanical equipment, timepieces, barometers to the extent that the damage is exclusively related to the nature and state of the item concerned;
  - e. degradation to the reflective backs of mirrors or damage thereto;
  - f. damage to the removal items as might have been effected by moths, woodwork or rust provided that the protective measures shall have been performed;
  - g. damage flowing from the nature of the items themselves taken into storage, such as, for example, freshly polished or painted furniture, plaster losses from painted or gilded frames of mirrors or paintings, loss of glue from pieces of furniture, atmospheric effects on pastel drawings, pianos becoming out of tune and the quality degradation of data carriers such as audio and video tapes and such like, provided that the agreed precautions shall have been taken;
  - h. damage as a consequence of keys for furniture having been mislaid, unless these shall have been handed over to the storage contractor or to the latter's staff, such having been documented on the inventory listing;
  - i. damage as a consequence of mislaying items such as bank papers, monetary instruments of value, precious metals, coins and medals, monetary instruments, precious metals, precious stones, jewellery, documents or collections, if it should fail to be evident from the inventory listing or from another document signed by the client and the storage contractor that these items had in fact been remitted for storage.
4. In such case as where the storage contractor shall have demonstrated that, in the light of the circumstances of the case, that party's failure to comply with the obligation specified in article 12 incumbent upon that party might have been a consequence of one or more of the exceptional risks specified as above in section 3, it shall be assumed that the failure to comply was so caused, without prejudice to the client's authority to provide evidence to the contrary.

#### **ARTICLE 16 - Liability of the client**

1. The client shall reimburse the damage suffered by the storage contractor as a consequence of the removal items remitted by the client for storage, as well as all necessarily incurred charges for possible clean-up, sale, commission of bailiff service and suchlike.
2. In such case as the client shall not observe the obligation as referred under article 7, possible costs that might so be caused shall fall to the client's expense.

#### **ARTICLE 17 - Reporting damage**

1. Immediately noticeable damage shall be notified to the storage contractor immediately in the course of return or directly thereafter in the absence of which the storage contractor shall be deemed to have returned the removal items without immediately noticeable damage.
2. Not immediately noticeable damage shall be notified to the storage contractor as soon as possible and no later than fourteen days after the return, in the absence of which the storage contractor shall be deemed to have returned the removal items without not-immediately noticeable damage.
3. Directly subsequent to the return the client may, on the latter's request, be granted a term longer than those referred to in sections 1 and 2. Possible damage must then be notified prior to the expiry of the delayed term.
4. Notice of damage shall be made in written or electronic form.



## **ARTICLE 18 - Compensation payment in case of liability**

1. In so far as the storage contractor shall be liable for having failed to comply with the latter's obligations as referred to article 12 the client shall have the right to compensation the make-up of which shall be as follows:
  - in the case of total loss or disappearance: compensation equal to the value that the removal item concerned would have enjoyed as of the time when and the place where it was to have been delivered to which shall be added possible charges directly linked to the damage;
  - in the case of partial loss or damage: compensation that at the client's discretion shall consist of:
    - o a reasonable amount to repair the removal item damaged;
    - o an amount equal to the value that the removal item would have enjoyed as of the time when and the place where it was to have been delivered from which shall be deducted the residual value of the removal item as of its return, and possible savings on the client's side.
2. The compensation payment due by the storage contractor on the basis of the agreement for storing the removal items consequent on the latter's having failed to comply with the obligations falling upon him pursuant to this agreement shall be limited to the amount as set forth in the Royal Decree of 11 March 1991, such giving expression to article 8:1182 of the Netherlands Civil Code (EUR 23,000 for each set of household effects). Parties may also agree that the maximum contractual liability of the storage contractor flowing from this agreement shall, against payment, be increased to an amount to be specified subsequently.
3. The client's option to file a claim shall expire one year after the return of the removal items, or after the termination of the agreement on the basis of articles 9 and 10 of these conditions.

## **ARTICLE 19 - Complaints**

Complaints about the performance of the agreement must be completely and clearly described and submitted to the storage contractor in good time after the client shall have or should have discovered the breaches. Failure to submit the complaint in time may result in the client losing his or her rights in the matter.

## **ARTICLE 20 - Disputes procedure**

1. Disputes between a consumer and the storage contractor about the coming into effect or the performance of the storage agreement as referred to under article 1 letter (c) may be submitted by either the consumer or by the storage contractor to the Removal Disputes Committee whose official Dutch name and address are Geschillencommissie Verhuizen, Bordewijklaan 46, P. O. Box 90600, 2509 LP The Hague ([www.sgc.nl](http://www.sgc.nl)).
2. The Disputes Committee shall only examine such disputes in such case as where the client shall first have submitted his or her complaint to the storage contractor.
3. After the complaint shall have been submitted to the storage contractor, the dispute shall be submitted to the Disputes Committee no later than twelve months after it was submitted.
4. In such case as where the client shall submit a dispute to the Disputes Committee the storage contractor shall be obligated to that choice. In such case as where the storage contractor wishes to submit a dispute to the Disputes Committee, the storage contractor shall ask the client to signify consent or otherwise within five weeks. The storage contractor shall further specify in that communication that after the expiry of the above-mentioned term storage contractor shall consider itself at liberty to bring proceedings before the Courts.
5. The Disputes Committee shall pronounce its judgment having regard to the provisions of the regulations applicable to that body. The decisions of the Disputes Committee shall be effected pursuant to those regulations by means of a binding recommendation. A copy of the regulations will be despatched upon request. Examination of a dispute shall require payment.
6. Only the Courts shall determine whether the above mentioned Disputes Committee is authorised to take cognisance of disputes.

## **ARTICLE 21 - Compliance guarantee**

1. The Organisation of Recognised Removers guarantees the compliance with the binding recommendations by its members, unless the member has decided to put the binding recommendation for assessment before the Courts within two months after the issuance of such. This guarantee will come back into force if the binding recommendation is upheld by the Courts, and the judgement containing this ruling has become final and conclusive.

Up to a maximum amount of € 10,000 per binding recommendation, this amount will be paid by the Organisation of Recognised Removers to the consumer. For amounts over € 10,000 per binding recommendation, an amount of € 10,000 will be paid to the consumer. For any sum in excess of that, the Organisation of Recognised Removers has an obligation to perform to the best of its ability to ensure that the member complies with the binding recommendation. This obligation to perform to the best of its ability means the consumer will also be given the option of ceding the claim to the Organisation of Recognised Removers, after which this organisation shall, in its own name and at the expense of the Organisation of Recognised Removers, take legal steps to secure the payment of such as damages for the consumer.

2. The Organisation of Recognised Removers shall not provide a compliance guarantee if, before the consumer has fulfilled all the formal acceptance requirements in connection with the handling of the dispute (payment of complaint filing fees, return of completed and signed questionnaire, and payment of any deposit), one of the following situations arises:
  - the member has been granted a suspension of payments.
  - the member has been declared bankrupt.
  - the business operations have effectively been terminated.

Decisive for this situation is the date on which the termination of business operations has been filed with the Commercial Register, or an earlier date as of which the Organisation of Recognised Removers has evidence to show the business operations were effectively terminated.

#### **ARTICLE 22 - Applicable law**

The Law of the Netherlands shall apply to agreements concluded, modified or complemented on the basis of the AVBV 2015 unless paramount rules should dictate other Law.

#### **ARTICLE 23 - Amendments**

Amendments to these Terms and Conditions may only be implemented in agreement with the Dutch Consumer Association, whose legal Dutch name is Consumentenbond, if and insofar the amendments arise from the amendments to legislation and regulations with respect to the execution of the work to which these Terms and Conditions pertain. In the event of such amendments, those amendments only shall become effective as of one month after the amendments have been published. The Organisation of Recognised Removers assumes the duty to publish established amendments.

#### **ARTICLE 24 - Short title**

The Terms and Conditions in respect of Removal Items placed in Storage 2015 whose official Dutch language title is Algemene Voorwaarden Bewaarneming Verhuisgoederen 2015, may be referred to as AVBV 2015.

## AVHD 2015

### ARTICLE 1 - DEFINITIONS

In these Terms and Conditions, the following terms are understood to mean:

- *Client*: the contracting authority acting as a consumer or acting in the performance of his duties or the operation of a business;
- *Consumer*: a natural person acting for purposes that are not contained in the scope of his duties or business operations;
- *Recognised Remover*: the contractor (Erkende Verhuizer) recognised by the Dutch Organisation of Recognised Removers who provides consumers with professional removal services and who provides Handyman odd-job services in a commercial capacity;
- *Handyman Agreement*: the contract for odd jobs in which the Recognised Remover undertakes to execute odd jobs for the Client;
- *Contract Extras and Reductions*: additions to and reductions of the agreed work requested by the Client that lead to additional charges to or deductions from, the arranged price;
- *Disputes Committee*: the Disputes Committee for Removal Services of the Dutch Foundation for Consumer Complaints Boards (Geschillencommissie Verhuizen van de Stichting Geschillencommissies voor Consumentenzaken) (P.O. Box 90600, 2509 LP The Hague, the Netherlands, [www.sgc.nl](http://www.sgc.nl)).

### ARTICLE 2 - SCOPE

These General Terms and Conditions – hereafter called Handyman Terms and Conditions – apply to all offers and contracts between the Client and the Recognised Remover.

### ARTICLE 3 – CONCLUSION OF THE AGREEMENT

1. The Recognised Remover shall ensure that every contract is in principle recorded in writing in a Contract Form for Handyman Services. A contract comprises a clear description of the work that is to be done, including:
  - a record of the time at which the work can be started and an indication of the duration of the work;
  - the price of the work;
  - the method of payment.
2. The Client and the Recognised Remover may make arrangements on the basis of one of two methods of pricing:
  - a fixed price;
  - a cost-plus contract.
3. Departures from a fixed price in the final account are only possible on the grounds of a provision in these Handyman Terms and Conditions. For a cost-plus contract, the Client and the Recognised Remover agree that the costs incurred by the Recognised Remover shall be reimbursed; the hourly rate, and if possible, the other costs, are fixed in advance; the Recognised Remover draws up a break down of the hours worked and all other costs, including the costs of the materials used for the contract, for each account.

If preferred, a guide price may be given for a cost-plus contract. A guide price should be an estimate of the ultimate overall price owed that is as accurate as possible; that estimate pertains to the number of hours to be worked and/or the materials to be used and/or the other costs. It is also possible to use a combination of these two methods of pricing (part fixed price, part cost-plus contract).
4. If the Client is a consumer, all prices stated shall include VAT.
5. The Recognised Remover shall ensure that the Client receives these Handyman Terms and Conditions in due time, but no later than the conclusion of the Agreement.

### ARTICLE 4 - OBLIGATIONS OF THE RECOGNISED REMOVER

1. The Recognised Remover guarantees that the work will be well and thoroughly delivered in accordance with the provisions of the Agreement and that he will use sound methods and materials.
2. When preparing and executing the contract, the Recognised Remover will take the Client's wishes into consideration and make adjustments to accommodate the Client's wishes, insofar as possible.
3. During the execution of the work, the Recognised Remover will observe the applicable rules and regulations as they are effective or will be effective at the time the work is executed.

4. The Recognised Remover is obliged to point out to the Client:
  - errors in the commissioned work, insofar as the Recognised Remover is aware of them or could reasonably be expected to be aware of them;
  - errors in the constructions and methods requested by the Client;
  - apparent faults in the (im)moveable good on which the work is to be executed;
  - faults in or inappropriateness of materials or equipment that have been furnished by the Client; insofar these matters are apparent to the Recognised Remover prior to, or during, the execution of the work and the Recognised Remover should be deemed to be an expert of the matter.
5. If the Recognised Remover fails to perform one or more agreements, or the performance is overdue or not adequate, he is obliged to pay compensation for the damage that could reasonably be considered to be related to that failure.

#### **ARTICLE 5 - THE CLIENT'S OBLIGATIONS**

1. The Client guarantees the soundness and the appropriateness of the materials and equipment he has furnished or which he has given instructions to use and for the accuracy of the details he has provided.
2. The Client should ensure that the Recognised Remover can execute the work timely and thoroughly.
3. If the Client fails to perform one or more agreements, or the performance is overdue or not adequate, he is obliged to pay compensation for the damage that could reasonably be considered to be related to that failure.
4. The Client bears the risk of damage caused by:
  - errors in the commissioned work;
  - errors in the constructions and methods requested by the Client;
  - apparent fault in the (im)moveable good on which the work is executed;
  - faults in or inappropriateness of materials or equipment furnished by the Client. This does not detract from the Recognised Remover's duty to warn the Client pursuant to Article 4, paragraph 4.

#### **ARTICLE 6 - CHANGES TO THE CONTRACT**

Parties may agree on Contract Extras and Reductions, which the Recognised Remover shall ensure that the changes are recorded in writing on a contract form as specified in Article 3 and which shall include the Client's approval.

#### **ARTICLE 7 - UNFORESEEN COMPLICATIONS**

1. If unforeseen complications arise, the Recognised Remover should notify the Client of them as soon as possible.
2. If the Recognised Remover cannot contact the Client, the Recognised Remover should interrupt the work, except if the unforeseen complication necessitates immediate action.
3. Any additional costs that the Recognised Remover must incur as a result of immediate action and that are necessary to limit the damage shall be reimbursed by the Client unless the damage is attributable to the Recognised Remover.

#### **ARTICLE 8 - DELIVERY**

1. On completion of the work, the Recognised Remover shall invite the Client to inspect the delivery of the executed work. The Client should respond within a reasonable term and may accept the work, provisionally or otherwise, or reject the work, stating the faults.
2. If faults are identified that should be restored by the Recognised Remover, the Recognised Remover will restore the faults as soon as possible, but no later than within two weeks of the delivery date, unless that is impossible due to circumstances that are beyond the Recognised Remover's control.

#### **ARTICLE 9 - PAYMENT IN INSTALMENTS**

1. If parties have agreed on payment in instalments, the payment should be made proportionately to the progress. The payment should be made no later than two weeks following the receipt of the bill.
2. If payment in instalments has been agreed and the Recognised Remover fails in the performance of his obligations related to the progress of the work, the Client has the authority to defer the payment.
3. If the Client fails to perform his obligations regarding the payments, the Recognised Remover has the authority to defer the progress of the work.

## **ARTICLE 10 - FINAL ACCOUNT**

1. The Recognised Remover shall hand the final account to the Client on delivery of the work or arrange to send it to the Client as soon as possible following the delivery of the work.
2. If the Agreement is based on a cost-plus contract (in combination with a guide price or otherwise), the final account should contain a breakdown of the hours worked, supplied materials and other costs (such as the hire of tools, parking costs, municipal tax on encroachments in, on or above public land, etc.).
3. If the Agreement is based on a fixed price, the final account should contain a breakdown of the fixed price, any "contract extras or reductions" and any additional costs on the grounds of unforeseen complications.
4. The final account should also contain a breakdown of the sums, if any, already paid by the Client and the remaining balance.
5. All payments should be made within two weeks of receipt of the bill, unless parties have agreed on a different term.

## **ARTICLE 11 - DEFERMENT OF THE PAYMENT**

1. If the delivered work does not meet the requirements of the Agreement, the Client is entitled to defer the payment on the condition that the deferred amount is in reasonable proportion to the identified fault.
2. If the deferred amount is not reasonably proportionate to the identified fault, the Recognised Remover is entitled to charge the statutory interest rate on the excess of the deferred payment.

## **ARTICLE 12 - FAILURE TO FULFIL THE PAYMENT OBLIGATION**

1. If the Client's payment is overdue, he will be deemed in default by law without requiring any notice of default. Nonetheless, the Recognised Remover will send one reminder of payment after the payment term (as specified in Article 9, paragraph 1, and Article 10, paragraph 5) has expired, in which the Recognised Remover calls the Client's attention to the failure to pay and grants the Client the opportunity to pay the reminder as yet, within two weeks of the receipt of the reminder of payment.
2. The Recognised Remover may charge interest on overdue payment as of the expiry date of the payment term (as specified in Article 10, paragraph 5) until the day the amount due is paid. The rate of that interest equals the statutory interest rate.
3. After the term mentioned in paragraph 1 has expired, the Recognised Remover is entitled to arrange the collection of the amount due to the Recognised Remover without further notice of default.

## **ARTICLE 13 - GUARANTEE**

1. The Recognised Remover guarantees that any faults that emerge after the delivery will be restored without charge during a twelve-month term, unless he demonstrates that the fault is not a consequence of the work. If parties have agreed on a longer term, that term should be recorded on the contract form. The above is without prejudice to the fact that the Recognised Remover may still be liable for any faults after that term pursuant to the law.
2. The fault specified in paragraph 1 are faults that could not have been recognised by the Consumer than at the time of their discovery and of which the contractor has been notified by the Consumer in writing within the competent period. If the contractor is not notified of complaints in due time, the Client could lose his rights in that matter.

## **ARTICLE 14 - DISPUTES**

1. Both the Consumer and the Recognised Remover may bring disputes between the Consumer and the Recognised Remover related to the formation of agreements pertaining to the work delivered by the Recognised Remover before the Disputes Committee.
2. A dispute will only be heard by the Disputes Committee if the Consumer has first submitted his complaint to the Recognised Remover.
3. After the complaint has been submitted to the Recognised Remover, the dispute should be brought before the Disputes Committee no later than within three months of the time the dispute arose.
4. If the Consumer brings a dispute before the Disputes Committee, the Recognised Remover is bound to that decision. If the contractor wants to bring a dispute before the Committee, the contractor must request the Consumer to decide whether the Consumer agrees to that decision within five weeks. The contractor should announce that, after that term has expired, he shall feel at liberty to bring the dispute before the court.

5. The Disputes Committee pronounces a decision with due observance of the provisions of the regulations that apply to the Committee. The Disputes Committee's regulations are available on request.  
The decisions of the Disputes Committee are pronounced by means of a binding recommendation. A fee is owed for hearing a dispute.
6. The court and the aforementioned Disputes Committee have sole competence to hear disputes.

#### **ARTICLE 15 - BINDING RECOMMENDATIONS COMPLIANCE GUARANTEE**

1. The Organisation of Recognised Removers guarantees the performance of the binding recommendations by its members, unless the member decides to submit it to the court for review within two months of the announcement of the binding recommendation. That guarantee will be revived if the binding recommendation is upheld after review by the court and the decision from which that emerges becomes final. In the event of a sum not exceeding EUR 10,000 per binding recommendation, that sum will be paid out to the Consumer by the Organisation of Recognised Removers. In the event of sums larger than EUR 10,000 per binding recommendation, the consumer will be paid a sum of EUR 10,000. With respect to the excess of that sum, the Organisation of Recognised Removers has a best efforts obligation to ensure that the member complies with the binding recommendation. That best efforts obligation means that the Consumer will be given the opportunity to transfer his claim to the Organisation of Recognised Removers, after which the Organisation of Recognised Removers will, under its own name, bear the expenses for applying for the payment of that claim in court to pay the Consumer.
2. The Organisation of Recognised Removers will not provide a performance bond if, prior to meeting the formal intake requirements (payment of complaint-filing fee, return of completed and signed questionnaire and deposit) for hearing the dispute on behalf of the Consumer, one of the following situations arises or has arisen:
  - the member has been granted a moratorium;
  - the member has been declared bankrupt;
  - the business operations have been effectively terminated. A determining factor for that situation is the date on which the business discontinuation is registered in the Trade Register or an earlier date of which the Organisation of Recognised Removers can convincingly argue that the business operations were effectively terminated.
3. The Recognised Remover has taken out an additional insurance policy for the Consumer. That insurance policy covers the liability of the Recognised Remover to the Client to a sum of EUR 1,000,000 per claim; a sum of EUR 10,000 applies to material damage to the work, to the materials intended for the work and a sum of EUR 250,000 applies to the Client's current possessions. A bankruptcy coverage to a sum of EUR 10,000 per decision applies to the performance of the decisions by the Disputes Committee. That insurance policy has been taken out as a group insurance by the Organisation for Recognised Removers for its affiliated members.

#### **ARTICLE 16 - AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS**

Amendments to these Terms and Conditions may only be implemented in agreement with the Dutch Consumer Association, whose legal Dutch name is Consumentenbond, if and insofar the amendments arise from the amendments to legislation and regulations with respect to the execution of the work to which these Terms and Conditions pertain. In the event of such amendments, those amendments only shall become effective as of one month after the amendments have been published. The Organisation of Recognised Removers assumes the duty to publish established amendments.

#### **ARTICLE 17 - SHORT TITLE**

The General Terms and Conditions, whose official Dutch language title is Algemene Voorwaarden, may be quoted as AVHD 2015.