

# General

## *terms and conditions*

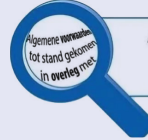
Removals (within NL and Europe) **AVVV 2025**

Removals (outside Europe) **AVVV-BE 2025**

Custody of Removal Items **AVBV 2025**

Handyman services **AVHD 2025**

As well as insurance conditions for private removal items **PV05 2025**



Algemene voorwaarden tot stand gekomen in overleg met Consumentenbond

SER Self-regulation consultation

Terms and conditions effective date 1 January 2025



All is handled with  
the utmost care

Zeker bij  **ERKENDE  
VERHUIZERS**

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# General Terms and Conditions for Removals (within NL and Europe) AVVV 2025

## ARTICLE 1 - DEFINITIONS

For the purposes of these terms and conditions, the terms below are defined as follows:

Customer:	the client and/or consumer whose removal items are the subject of the removal contract;
Consumer:	consumer, natural person, acting for purposes outside his trade, business or profession;
Accredited Mover:	a contractor recognised as an Accredited Mover by the (Dutch) Organisation of Accredited Movers, who carries out consumer removals on a professional basis;
Removal agreement:	the agreement of goods transport whereby the Accredited Mover undertakes in respect of the customer to transport removal items either exclusively in a building or dwelling, or exclusively partly in a building or dwelling and partly by road, or exclusively by road within the meaning of Book 8, Section 1170 section 1 of the Dutch Civil Code;
Removal items:	items located in a covered or uncovered space that are intended for the upholstery, furnishing or fittings of that space and have already been used as such within the meaning of Book 8, Section 1170 paragraph 2 of the Dutch Civil Code; money and monetary instruments are not included in the removal items;
Consumer removal:	removal of the removal items of a natural person, not acting in the exercise of a profession or business;
Company:	any undertaking or institution whether independently established or not, with or without a profit motive;
Guarantee Certificate:	Guarantee Certificate of Accredited Movers issued by the Organisation of Accredited Movers;
Loss due to delay:	financial loss resulting from delayed delivery of removal items, as referred to in Book 6, Section 96 of the Dutch Civil Code;
New value:	the amount required immediately before the loss to purchase new items of the same type and quality;
Current value:	the new value less an amount for depreciation due to ageing or attrition;
Market value:	the amount for which an item can be traded on the regular market;
Additional work:	work to be performed by the Accredited Mover at the customer's subsequent request, which shall not have been agreed at the time the removal agreement was concluded;
Less work:	work agreed upon at the time the removal agreement was concluded in respect of which the Accredited Mover and the customer subsequently agreed that this work shall not be performed by the Accredited Mover;
Personal jewellery:	jewellery, including watches, manufactured to be worn on or about the person and consisting entirely or partly of (precious) metal, stone, mineral, ivory, (blood) coral or other such substances as well as pearls. This definition also includes personal jewellery, which has been extracted from its original purpose, such as personal jewellery considered an investment object;
Other valuable Removal items:	audiovisual equipment, computer equipment, antiques and antiquities, objects of special value, valuable collections, works of art in the broad sense including jewellery not intended to be worn on or about the person and collection(s) not being personal jewellery;
Netherlands:	the Netherlands refers to the Netherlands including the border areas with Germany (Lower Saxony and North Rhine-Westphalia), Belgium (Flanders only) and Luxembourg. The Guarantee Certificate Netherlands applies to these areas;
Europe:	Europe refers to all member states of the European Union and/or the European Economic Area (excluding overseas territories such as Greenland, Saba and French Guiana) and including the United Kingdom, Northern Ireland, Gibraltar, Andorra, Monaco, San Marino, Vatican City and Switzerland with the exception of the territories which are included in the Netherlands. The Guarantee Certificate Europe applies to Europe.

## ARTICLE 2 - APPLICABILITY

1. These general terms and conditions shall only be used by Accredited Movers and apply to consumer removals:
  - within a building or dwelling, to the extent that the building or dwelling is located in the Netherlands;
  - or involving carriage exclusively by road, including ferry or rail freight transport within Europe, as part of the road transport route (e.g. transport to UK by ferry or through the Channel Tunnel);
  - or a combination.

The above applies to the extent that the removals take place within, from or to the Netherlands or the place of receipt of the removal items and the place designated for delivery, as indicated in the contract, are situated in two different countries within Europe.

Different general terms and conditions may apply to removals that are (partly) not carried out by road.

2. These general terms and conditions do not apply to:
  - removals outside Europe;
  - consumer removals by sea;
  - consumer removals ordered by a third party that take place against the will of the owner of the removal items (e.g. house evictions); the sale and rental of materials used by the customer to carry out a removal at his own expense and risk.
3. Should storage or warehousing of the removal items also take place with respect to the removal, the General Terms and Conditions for the Storage of Removal Items (AVBV 2025) shall apply to such storage, in which case these terms and conditions shall be sent together with the offer or shall be provided to the customer no later than at the time the storage agreement is concluded. Furthermore, the terms and conditions shall be sent upon first request. The terms and conditions can be viewed and downloaded at [www.erkendeverhuizen.nl](http://www.erkendeverhuizen.nl) under the heading General terms and conditions.

### **ARTICLE 3 - THE OFFER**

1. The offer is made in writing or electronically.
2. The offer shall in any case state:
  - the work to be performed by the Accredited Mover;
  - the price of such work (including VAT);
  - how the price is calculated (all-in price or target price);
  - the time and method of payment;
  - that the removal items are insured within the Netherlands during the move up to an amount of at least € 100,000 in accordance with Article 4 of these terms and conditions;
  - that the removal items are insured during the European (cross-border) move up to an amount of at least € 5,000 in accordance with Article 5 of these terms and conditions;
  - that in the event of safekeeping as part of the move within the Netherlands, the removal items are insured for the first twelve months under the same conditions as during the move;
  - that in the event of custody as part of the (cross-border) move within Europe, the removal items are insured for the first thirty days under the same conditions as during the move;
  - as far as known and if possible: the date and the starting time of the move as well as a general indication of the reasonably expected duration of the move;
  - that these general terms and conditions apply to the work to be performed. A copy will be sent with the offer or will be provided to the customer at the latest when the removal agreement is concluded.
3. The offer shall state a date and is irrevocable for thirty days after the offer date.

### **ARTICLE 4 - INSURANCE FOR REMOVAL ITEMS WITHIN THE NETHERLANDS**

1. The Accredited Mover will cause the removal items to be covered by insurance for the customer during the move within the Netherlands up to an amount of at least € 100,000 against all losses of and material damage to the removal items as described in more detail in the General Insurance Terms and Conditions for Private Removal items (PV05), which conditions are referred to in the Guarantee Certificate for Accredited Movers referred to in Article 8.
2. The following additional conditions apply to the payment of damage under this insurance:
  - except for the vehicles and vessels and valuable removal items referred to below, the removal items are insured on the basis of new value, unless the current value is less than 40% of the new value. In the latter case, the current market value shall be compensated;
  - motor vehicles, trailers, caravans, vessels and the associated parts and accessories are at all times paid on the basis of the current market value;
  - valuable removal items are paid on the basis of market value.

The following is considered as damage: the difference between the value of the insured items immediately before and immediately after the event, or, at the discretion of the insurers, the repair costs determined by experts immediately after the event, plus the depreciation not compensated by the repair as determined by experts.

  - in the event of theft of personal jewellery, a maximum insurance of € 5,000 per event applies;
  - in the event of damage to property intended for commercial and professional purposes, a maximum compensation of €25,000 per event.
3. Determination of the value (new value, current value or market value) shall take place by experts, or on the basis of a pre-valuation if a valid valuation report exists. If parts of the removal items have been appraised in advance, this pre-valuation applies for three years (calculated from the date of the valuation report).
4. Repair of damage and replacement of partially lost or missing goods may only take place after agreement has been reached between the customer and the Accredited Mover (or the loss adjuster or the insurer) about the amount of the damage, or after the damage has been sufficiently documented.
5. In the case of storage as part of the relocation within the Netherlands, the removal goods are insured for the first twelve months as in the case of a relocation. If no other agreements are made between the parties, the removal goods will remain insured (for a fee) in accordance with paragraph 1 of this article. When extending the storage period, the customer has the option to keep the removal goods insured (for a fee) for an additional twelve months

- each time on the basis of article 4 paragraph 1 of these general terms and conditions. For the sake of completeness, it is pointed out that regardless of whether the insurance is not continued after the first twelve months, the liability of the custodian is limited for the entire term of the storage on the basis of the AVBV 2025 (articles 2, 15 and 18).
6. Only if the customer states in writing no later than 14 days before the start of the move that he organise the insurance of the removal items himself, the Accredited Mover will not take out insurance for the move and any custody of the removal items.
  7. To the extent that the removal items also include objects of special value, works of art and/or valuable collections, these types of goods are part of the insured amount up to a maximum amount of € 20,000. In the event that these items represent an amount of more than € 20,000, it is advisable to take out a separate insurance policy for these items.

#### **ARTICLE 5 - INSURANCE FOR REMOVAL ITEMS DURING REMOVALS WITHIN EUROPE**

1. The Accredited Mover will cause the removal items to be covered by insurance for the customer during the (cross-border) move within Europe up to an amount to be specified by the customer and agreed with the customer against all losses and material damage to the household effects as described in further detail in the General Insurance Conditions for Private Removals (PV05), which conditions are referred to in the Guarantee Certificate for Accredited Movers referred to in Article 8. In all cases, a minimum insured amount of € 5,000 per event applies. The removal items are insured for the first 30 days in the event of custody as part of the move within Europe as in the case of a move.
2. The following additional conditions apply to the payment of the damage under this insurance:
  - except for the vehicles and vessels and valuable removal items referred to below, the removal items are insured on the basis of new value, unless the current value is less than 40% of the new value. In the latter case, the current market value is reimbursed; motor vehicles, trailers, caravans, vessels and the associated parts and accessories are always paid out on the basis of the current market value; for valuable removal items, a payment based on market value applies;
  - the difference between the value of the insured items immediately before and immediately after the event is considered to be damage, or, at the discretion of the insurers, the repair costs determined by experts immediately after the event, plus the depreciation that has not been eliminated by the repair as determined by experts. In the event of theft of personal jewellery, a maximum insurance of 20% of the insured amount per event applies; In the event of damage to property intended for commercial and professional purposes, a maximum compensation of 25% of the insured amount per event is granted.
3. The value (new value, current value or market value) is determined by experts, or on the basis of a pre-valuation if a valid valuation report exists. If parts of the removal items have been appraised in advance, this pre-valuation applies for three years (calculated from the date of the valuation report).
4. Repair of damage and replacement of partially lost or missing goods may only take place after agreement between the customer and the Accredited Mover (or the loss adjuster or the insurer) about the amount of the damage, or after the damage has been sufficiently documented.
5. When the storage period is being extended, the customer has the choice to keep the removal items additionally insured (for a fee) on the basis of Article 5 paragraph 1 of these general terms and conditions, or for another amount to be agreed upon. If the insurance is not continued, the custodian's liability is still limited after the end of 30 days of storage on the basis of the AVBV 2025 (Articles 15 and 18).
6. Only if the customer states in writing no later than 14 days before the start of the move that he will organise the insurance of the removal items himself, the Accredited Mover will not take out insurance for the move and any custody of the removal items.
7. To the extent that the removal items also include objects of special value, works of art or valuable collections, these types of goods are part of the insured amount up to a maximum of 20% of the insured amount. In the event that these items represent an amount of more than 20% of the insured amount, it is advisable to take out separate insurance for these items.

#### **ARTICLE 6 - REMOVAL PRICE**

1. The method used for the calculation of the removal price is as follows:
  - an all-in price (method of contracting work) for which the move is carried out in full, including the turnover tax and the agreed elements and activities referred to in the second paragraph of this article, but exclusive of the unforeseen expenses referred to in the third paragraph;
  - a guide price, calculated on the basis of a budget of pre-agreed rates per volume and/or distance and/or duration, whereby the Accredited Mover specifies the work, as well as the method of price formation, very accurately. As an experienced professional, the Accredited Mover has the duty of care to fully inform the consumer so that the consumer can make a realistic estimate of the total costs in advance. When a target price has been issued, it may not be exceeded by more than fifteen percent.
2. The removal price is determined by the following elements and activities of the Accredited Mover, insofar as these have been agreed in the relocation agreement:
  - the transport including the loading and unloading of the removal items;
  - packing and unpacking goods to be transported in crates or boxes and disassembling and reassembling pieces of



- furniture;
  - actions such as removing, picking up, disconnecting, placing or hanging lamps, curtains, carpeting, stoves, fireplaces, sanitary facilities and anything else attached to or on ceilings, walls, floors and roofs, disassembling and assembling a waterbed. However, the Accredited Mover may only perform this work if it does not require specific professional knowledge;
  - the premiums and reimbursements for the insurances referred to in Articles 4 and 5 and the Guarantee Certificate in Article 8.
3. Unless otherwise agreed in writing or electronically, the removal price does not include: the costs for the use of ferries, tolls to be paid, parking exemptions and permits, border and customs costs, and costs incurred in a reasonable manner for taking unforeseeable measures for the preservation or delivery of the removal items.
  4. In the case of additional work, the Accredited Mover will preferably make an adjusted offer in accordance with Article 3, unless this is not possible due to the urgency of the additional work.
  5. The removal price will be increased if the customer owes the Accredited Mover other costs according to these conditions, or with respect to additional work. In the case of reduced work, the price can be reduced depending on the circumstances of the case. The invoice must specify the deviation from the removal price.

#### **ARTICLE 7 - THE AGREEMENT**

1. The agreement is concluded:
  - as soon as the customer has stated in writing or electronically to accept the offer of the Accredited Mover;
  - if no offer has been made, from the moment the agreement has been signed by both parties;
  - as soon as the customer effectively provides removal items to the Accredited Mover for removal.
2. As soon as the agreement has been concluded, the Accredited Mover acquires a right of pledge on the removal items.

#### **ARTICLE 8 - GUARANTEE CERTIFICATE FOR ACCREDITED MOVERS**

1. With respect to its limited liability, in accordance with Book 8, Section 1182 of the Dutch Civil Code, the Accredited Mover shall supply the Customer with the Guarantee Certificate for Accredited Movers (hereinafter: the Guarantee Certificate) with the rights referred to in paragraph 3 of this article.
2. The Guarantee Certificate is part of these terms and conditions and the removal agreement. The Accredited Mover shall apply for the Guarantee Certificate for the customer and the customer must accept the Guarantee Certificate and the guarantee scheme as part of the agreement.
3. The Guarantee Certificate provides the customer with the guarantee that:
  - a. the Accredited Mover has insured the removal items in accordance with Articles 4 and 5 of these general terms and conditions. The Guarantee Certificate also applies as the insurance policy;
  - b. if the customer is a consumer and the removal is related to a move within the Netherlands: the removal will still be carried out, with due speed, by an Accredited Mover to be designated by the Organisation for Accredited Movers, in the event that the contracted Accredited Mover is no longer able to carry out the move due to bankruptcy or suspension of payments. Consequential loss is excluded;
  - c. if the customer is a consumer: a deposit of up to 25% of the agreed removal price is guaranteed by the Organisation for Accredited Movers, if the consumer still has the move carried out by another Accredited Mover. This guarantee only applies in combination with the situation in paragraph b. of this article, and with a maximum of € 1,000.
4. Although there is no guarantee that the removal can still be carried out by another Accredited Mover for a move within Europe (as referred to in paragraph 3 under b), the Guarantee Certificate/the Organisation for Accredited Movers does guarantee consumers, with regard to a move within Europe, that a deposit will be refunded up to a maximum of 25% of the agreed removal price with a maximum guarantee of up to € 2,000.
5. The procedure for the customer to claim the Guarantee Certificate is laid down in the guarantee scheme Guarantee Certificate for Accredited Movers. To make a claim under the guarantee, the customer must contact the Organisation for Accredited Movers ([www.erkendeverhuizers.nl](http://www.erkendeverhuizers.nl)) in writing or electronically.
6. The Guarantee Certificate will be valid for twelve months for the execution of the move. As stipulated in Articles 4 and 5, the removal items under the Guarantee Certificate shall be insured for twelve months in the case of safekeeping within the Netherlands and for safekeeping within Europe for thirty days.
7. In the event of a consumer move within Europe where the client of the Accredited Mover is not an Accredited Mover, the guarantees mentioned in this article do not apply. This also applies to the consumer dispute settlement system provided for in Article 22 for consumers and the performance guarantee provided for consumers in Article 23. The unaccredited mover can therefore not invoke these provisions. However, the General Insurance Terms and Conditions for Private Removal Items (PV05) apply in full.

#### **ARTICLE 9 – CUSTOMER’S OBLIGATION TO PROVIDE INFORMATION**

1. The customer shall provide the Accredited Mover with all the information about the removal items and their handling in a timely manner, which he is or should be able to do and of which he is aware or should know that they are important to the Accredited Mover, unless he is right to assume that the Accredited Mover is aware of this information.
2. The customer shall inform the Accredited Mover in a timely manner with regard to the removal items, in particular of:

- all items the presence of which poses a particular risk of damage to the removal items or business equipment;
  - all technical objects for which the manufacturer has notified the users of special security measures to be taken before the start of transport;
  - all objects of a special nature, subject to special regulations of domestic and/or foreign authorities, such as objects of special value, works of art, personal jewellery or other valuable removal items, valuable collections, firearms.
3. With regard to the move, the customer shall inform the Accredited Mover in a timely manner of:
    - particulars with regard to the new residential location (for example, a living room on the first floor);
    - other matters and circumstances that are relevant to the Accredited Mover to know for the purpose of the move (for example, broken pavement in front of the house on the day of the move), unless the customer is right to assume that the Accredited Mover knows this information.
  4. The Accredited Mover is not obliged but entitled to investigate whether the statements made by the customer are accurate and complete.

#### **ARTICLE 10 - ACCREDITED MOVER'S OBLIGATIONS**

1. The Accredited Mover shall:
  - deliver the removal items at their destination (placing them at the location possibly indicated for that purpose) in the condition in which they were provided to him for transport or disassembly;
  - complete a commenced move without delay.
2. The Accredited Mover's obligations arising from the removal agreement will be terminated as soon as the removal items have been delivered to the agreed destination.

#### **ARTICLE 11 - DANGEROUS ITEMS OR SUBSTANCES**

1. If the customer supplies dangerous goods or substances the Accredited Mover as referred to in the Transport of Dangerous Substances Act (WVGS) and the associated regulations, the customer must inform the Accredited Mover of the nature of the risk they pose and point out the precautions to be taken to the Accredited Mover.
2. The Accredited Mover has the right not to move dangerous goods or substances about which he was not informed when concluding the agreement.
3. The Accredited Mover has the right to unload hazardous goods or substances about which he was not informed at the time of conclusion of the agreement, at any time and place and to make them harmless or to have them destroyed at the expense of the customer. In addition, in that case, the customer is liable for all reasonably incurred and attributable costs and damages arising from its transport.
4. If the customer and the Accredited Mover agree that dangerous items and/or substances will be moved, the Accredited Mover is legally obliged to take out separate insurance for this in accordance with Article 3a of the Motor Vehicle Liability Insurance Act.

#### **ARTICLE 12 - CUSTOMS FORMALITIES**

1. The following provisions apply to removal contracts to be carried out by road to or from the Netherlands:
  - the Accredited Mover must inform the customer to the best of his ability about the existing regulations regarding customs and other formalities to be carried out for the execution of the removal contract;
  - the customer must provide the Accredited Mover with the necessary documents and provide him with all the information required for the completion of the formalities.
2. The Accredited Mover is not obliged but entitled to investigate whether the statements made by the customer are accurate and complete.

#### **ARTICLE 13 - MODIFICATION OF THE AGREEMENT WHEN MOVING**

1. The customer may request the Accredited Mover to change the execution of the removal agreement. The desired change must be feasible for the Accredited Mover and shall not disrupt the business operations of the Accredited Mover. The customer must also indemnify the Accredited Mover for all necessary costs and disadvantages that actually arise from the modification of the removal contract. If the change benefits the Accredited Mover, he will not charge the costs reasonably saved.
2. If, due to unforeseen circumstances, the Accredited Mover is unable to carry out the removal agreement in accordance with his instructions and within a normal period of time, he must:
  - ask for instructions from the customer,
  - or, if this is not possible, take those measures that he believes are in the best interest of the customer be.

#### **ARTICLE 14 - CANCELLATION AND TERMINATION**

1. Before the removal items have been provided to the Accredited Mover, the customer may cancel the removal agreement at any time without stating reasons, as referred to in paragraphs 2 and 3. The customer does, however, owe the Accredited Mover a compensation. In the event of cancellation up to thirty days before the agreed moving date, the Accredited Mover is entitled to charge compensation of 15 percent of the agreed removal price. In case of cancellation up to fourteen or seven days before the moving date respectively, the Accredited Mover is entitled to charge compensation of a maximum of 50 or 75 percent of the removal price. In case of cancellation within seven days before the moving date, a maximum of the full removal price shall be due.



<b>Cancellation within a few working days before the planned moving date:</b>	<b>Percentage due of the agreed removal price:</b>
Within 7 days	100 %
Between 14 and 7 days	75 %
Between 30 and 14 days	50 %
Up to 30 days	15 %

2. The customer may terminate the removal agreement if he has been notified or has become aware that the Accredited Mover will not be able to carry out the move on the agreed day and time. The customer may only terminate the removal agreement if he notifies the Accredited Mover of the cancellation with due observance of section 4 of this article shortly after receipt of such notification, or within a reasonable period of time after the Accredited Mover has become aware of the customer's impossibility. If the customer suffers damage as a result, the Accredited Mover is obliged to compensate for the damage up to a maximum of the agreed removal price.
3. If, before or at the time of the presentation of the removal items to the Accredited Mover, circumstances arise with one of the parties, which the other party was not supposed to know when concluding the agreement, however which, if they had been known, would reasonably have provided grounds for the other party not to enter into the removal agreement or to enter into it under different conditions, this other party is entitled to terminate the agreement. According to standards of reasonableness and fairness, after termination of the agreement, the parties shall compensate each other for the damage suffered as a result through evidence. This is subject to circumstances as referred to in Article 13 paragraph 2 of these terms and conditions. The compensation shall not exceed the agreed removal price.
4. The customer can terminate the removal agreement by notifying the Accredited Mover in writing or electronically. The removal agreement ends at the time of receipt of that notice.
5. If the customer does not make the removal items available to the Accredited Mover at the agreed time, the Accredited Mover is entitled to terminate the removal agreement. The relocation agreement ends as soon as the customer receives a message from the Accredited Mover (in writing or electronically) that he is cancelling the relocation agreement.
6. If the customer only makes part of the removal items available to the Accredited Mover at the agreed time, the Accredited Mover shall be obliged to move the goods that have been made available at the customer's request and the Accredited Mover may terminate the removal agreement in any other respect.
7. The customer shall compensate the damage suffered by the Accredited Mover as a result of the non-availability or only partial provision of the goods.

#### **ARTICLE 15 - THE PAYMENT**

1. Payment of the removal price will be made in cash or by PIN at the time that the Accredited Mover delivers the removal items to the destination, unless otherwise agreed. The customer must pay the removal price when presenting the invoice and upon presentation of a receipt by the Accredited Mover. Cash payment also includes crediting the amount due to a bank account indicated by the Accredited Mover at the time of delivery or payment by means of forms of electronic payment recognised by banks.
2. If, upon presentation of the invoice by the Accredited Mover, it transpires that the customer does not or will not meet his obligation to pay, he is entitled to suspend the (completion of) the move and the Accredited Mover shall have a right of retention over the removal items. In that case, the Accredited Mover is also entitled to store and sell the removal items, provided that he has the permission of the court referred to in Book 8, Section 1194 paragraph 2 of the Dutch Civil Code and Book 8, Section 1198 of the Dutch Civil Code or the permission of the court referred to in Book 3, Section 251 of the Dutch Civil Code.
3. If it was expressly agreed at the time of conclusion of the agreement that payment would not be made in cash or by PIN on delivery, yet no payment term was agreed, payment must be made within fourteen days of receipt of the invoice.
4. The customer shall be in default from the expiry of the payment term. After the expiry of that date, the Accredited Mover will send a payment reminder and give the customer the opportunity within fourteen days of receipt of this payment reminder. If payment has still not been made after the payment reminder has expired, the Accredited Mover is entitled to charge the statutory (commercial) interest from the expiry of the payment date and all extrajudicial collection costs reasonably incurred by him. The amount of these extrajudicial collection costs is subject to legal limits. This can be deviated from in favour of the consumer.
5. If the client is not the same as the person whose removal items are the subject of the removal agreement, the Accredited Mover will make separate agreements with the client about the payment of the costs arising from the removal agreement as well as about the delivery if the owner of the removal items is not available for this purpose. If the client does not meet his payment obligations, the owner of the removal items shall be liable for the payment of the removal costs.

6. Recourse to offsetting claims for payment of the removal price is not permitted, unless the parties have agreed on this in writing or electronically.

#### **ARTICLE 16 – LIABILITY ON THE PART OF THE ACCREDITED MOVER**

1. In the event of non-compliance with the obligations incumbent on him pursuant to Article 10, the Accredited Mover is liable for the damage caused as a result, unless the non-compliance was caused by a circumstance that a diligent Accredited Mover could not have avoided and insofar as such an Accredited Mover could not have prevented the consequences. The provisions of Articles 4 and 5 are also included in the determination of the extent of the material damage in the event of damage to or loss of removal items. In the event of loss caused by delay, the Accredited Mover is not liable for damage that exceeds the removal price; The extent of the loss caused by delay must be demonstrated by the customer.
2. The Accredited Mover cannot be exempted from his liability by invoking:
  - the defectiveness of the vehicle used for the removal;
  - the defectiveness of the material he uses, unless it has been made available by the customer; material does not include a ship, aircraft or railway wagon on which the vehicle used for the removal is located;
  - the defectiveness of supports used for the attachment of hoisting equipment, or for the use of a moving lift;
  - any damage caused to the removal items by the actions of third parties, whose actions are not at the risk of the customer.
3. The Accredited Mover who fails to fulfil his obligations shall be liable for the resulting damage, unless this failure is the result of special risks associated with one or more of the following circumstances:
  - packing or disassembling, or unpacking or assembling removal items by the Customer or with the help of any person or any means made available by the Customer on its own initiative;
  - assisting with the move by the owner of the removal items, his family members, friends or third parties who have been asked by him to help with the move;
  - the choice by the customer - although the Accredited Mover suggested another option - of a method of packaging or execution of the removal agreement, which differs from the customary method for the agreed removal;
  - the presence among the removal items of goods for which the Accredited Mover, if he had been informed by the customer of their presence and their nature in accordance with Articles 9 and/or 11, would have taken special measures;
  - the nature or condition of the removal items themselves, which have been exposed to total or partial loss or damage solely for reasons related to this nature or condition itself, such as: leakage, deflating or melting of other goods forming part of the removal items, dying plants; the loss of bank paper, valuable papers, precious metals, coins and medals, precious stones, pearls, documents and collections, unless the customer has handed over these items to the Accredited Mover before the start of the move, separately and stating their quantity and value;
  - the non-performance or improper performance of electrical, electronic and mechanical equipment.
4. If the Accredited Mover proves that the failure to comply with the obligation incumbent on him on the basis of the obligation incumbent on him in Article 10 could have been a result of one or more of the special risks referred to above in this paragraph, it shall be presumed that this is what caused the non-compliance, without prejudice to the customer's authority to provide evidence to the contrary.
5. The Accredited Mover is liable for wrongfully leaving objects in or wrongfully removing them from the loading points, if he was or should have been expressly aware of this.
6. In the event that the customer does not show up, refuses to receive removal items or does not take delivery of them with the required urgency, or insofar as removal items have been seized, the Accredited Mover shall be entitled to store these removal items at the expense and risk of the entitled party in an appropriate storage place. The Accredited Mover shall notify the customer in writing or electronically as soon as possible. In this message, the Accredited Mover sends the AVBV 2025 with which the AVBV 2025 applies to the custody of removal items.
7. Without prejudice to the operation of this article, the Accredited Mover is not liable for damage other than caused by the failure to comply with his obligations referred to in Article 10 of these terms and conditions.

#### **ARTICLE 17 – CUSTOMER'S LIABILITY**

1. The customer is liable for the costs and damage suffered by the Accredited Mover as a result of not providing or insufficiently providing the information referred to in articles 9, 11 and 12, unless the customer cannot be held liable.
2. Except in the case of force majeure, the customer shall compensate the Accredited Mover for the damage if the removal agreement cannot be carried out or cannot be carried out as agreed due to the customer's actions or omissions. The compensation amounts to a maximum amount equal to the removal price. In case of cancellation, article 14 applies.
3. The customer shall indemnify the Accredited Mover at the latter's first request in the event that a claim is laid against the Accredited Mover by third parties outside of agreement for damage or financial loss – including criminal, administrative and possibly civil fines – in any way related to the execution of the removal agreement by the Accredited Mover, his subordinates and auxiliary persons. This shall be the case if this damage is the result of acts or omissions of the customer in violation of any statutory regulation.

#### **ARTICLE 18 – CLAIM REPORT**

1. If damage is found upon delivery of the removal items, the customer must report this to the Accredited Mover upon delivery. If at the time of delivery there is no opportunity to observe any damage to the removal items, the customer shall state this in advance or no later than at the time of delivery in writing or electronically. It is strongly recommended to report damage to the Accredited Mover in writing or electronically within two working days after the move. If the Accredited Mover has not received the aforementioned notification within fourteen days after the move, he is deemed to have carried out the move without any visible damage.
2. If the customer reports loss or damage, the Accredited Mover and the customer must provide each other with reasonable access to the removal items and all other necessary means to enable the investigation of loss or damage to the removal items.

#### **ARTICLE 19 - COMPENSATION FOR LIABILITY**

1. If it is not possible to invoke the insurance referred to in Article 4 or 5 of these terms and conditions, the compensation that the Accredited Mover owes for failure to comply with the obligations incumbent on him (Article 10) is limited on the basis of Book 8, Section 1182 of the Dutch Civil Code (€ 23,000 per removal contract).
2. If the Accredited Mover undertakes to carry out more than one (consumer) move in one and the same agreement, his liability referred to in the first paragraph applies to each individual (consumer) move.
3. The Accredited Mover cannot invoke any limitation of his liability, insofar as the damage has arisen from his own act or omission, caused either with intent to cause such damage, or recklessly and while aware of the fact that such act or omission would probably result in such damage, in accordance with Book 8, Section 1185 of the Dutch Civil Code.
4. Damage to the removal items that is less than or equal to € 50 shall be for the account of the customer.

#### **ARTICLE 20 - LIMITATION PERIOD**

In accordance with the Dutch Civil Code, all claims based on the removal agreement or related to that agreement are time-barred one year after delivery of the removal items.

#### **ARTICLE 21 - COMPLAINTS**

Complaints about the performance of the agreement must be submitted to the Accredited Mover in a timely manner, after the customer has discovered or should have discovered the defects. Failure to submit the complaint in time may result in the customer losing his rights in this regard.

#### **ARTICLE 22 - DISPUTE RESOLUTION FOR CONSUMERS**

1. Disputes between a consumer and the Accredited Mover about the formation or performance of the removal agreement referred to in Article 1 can be brought before the Disputes Committee for Removals, PO Box 90600, 2509 LP The Hague ([www.degeschillencommissie.nl](http://www.degeschillencommissie.nl)), both by the consumer and the Accredited Mover.
2. A dispute will only be handled by the Removal disputes committee if the consumer has first submitted his complaint to the Accredited Mover.
3. After the complaint has been submitted to the Accredited Mover, the dispute must be submitted to the Removal disputes committee no later than twelve months after the complaint has been submitted.
4. When the consumer submits a dispute to the Removal disputes committee, the Accredited Mover shall be bound by this choice. If the Accredited Mover wishes to submit a dispute to the Removal disputes committee, he must ask the consumer to decide within five weeks whether he agrees to this. The Accredited Mover must announce that he will consider himself at liberty to bring the dispute before the court after the expiry of the aforementioned period.
5. The Removal disputes committee issues a decision with due observance of the provisions of the regulations applicable to the committee and also the applicable Recognition Regulations of the Organisation for Accredited Movers which Accredited Movers must observe at all times. The decisions of the Removal disputes committee are made on the basis of those regulations by way of binding advice. The regulations will be sent to you on request. A fee is payable for the handling of a dispute.
6. Only the court or the above-mentioned disputes committee is entitled to deal with any disputes.

#### **ARTICLE 23 - PERFORMANCE GUARANTEE FOR CONSUMERS WHEN MOVING WITHIN THE NETHERLANDS**

1. The Organisation for Accredited Movers only guarantees compliance with the binding advice of the Removal disputes committee by its members in respect of consumers, unless the member concerned decides to submit the binding advice to the court for review within two months of it being sent. This guarantee will revive if the binding opinion has been upheld after review by the court and the judgment demonstrating this has become final. Up to a maximum amount of € 10,000 per binding opinion will be paid to the consumer by the Organisation for Accredited Movers. For amounts in excess of €10,000, the consumer will be paid an amount of €10,000. For the excess, the Organisation for Accredited Movers has a best-efforts obligation to ensure that the member complies with the binding advice. This best efforts obligation means that the consumer is offered to transfer his claim to the Organisation for Accredited Movers, after which this organisation will request payment in court in its own name and at the expense of the Organisation for Accredited Movers in order to settle with the consumer.
2. The Organisation for Accredited Movers will not provide a guarantee of performance if, before the formal collection requirements set for this purpose (payment of complaint fees, return of completed and signed questionnaire and any deposit payment) have been met by the consumer for the purpose of handling the dispute:

- the member has been granted a moratorium;
- the member has been declared bankrupt;
- the business operations have effectively ceased.

This situation is determined by the date on which the business termination is registered in the Trade Register or an earlier date, of which the Organisation for Accredited Movers can plausibly demonstrate that the business activities have effectively ended.

3. This article only applies to removals within the Netherlands.

#### **ARTICLE 24 - APPLICABLE LAW**

Dutch law applies to agreements concluded, amended or supplemented pursuant to the GTCV 2025, unless other law applies pursuant to mandatory rules.

#### **ARTICLE 25 - AMENDMENTS**

Any amendments to these terms and conditions can only be made in consultation with the Consumers' Association, if and insofar as they arise from changes in legislation and regulations, with regard to the performance of the activities to which these terms and conditions are related. In case of such amendments, they shall not take effect until one month after the amendments have been published. The Organisation for Accredited Movers undertakes to disclose any amendments that have been made.

#### **ARTICLE 26 - CITATION TITLE**

These General Terms and Conditions for Removals can be cited as GTCV 2025. All previous versions have expired.

# General Terms and Conditions for International Removals (outside Europe) AVVV-BE 2025

## ARTICLE 1 - DEFINITIONS

In these terms and conditions, the terms below are defined as follows:

Customer:	the client and/or consumer whose removal items are the subject of the removal contract;
Consumer:	consumer, natural person, acting for purposes outside his trade, business or profession;
Accredited Mover:	a contractor recognised as an Accredited Mover by the (Dutch) Organisation of Accredited Movers, who carries out consumer removals on a professional basis;
Removal agreement:	the agreement of goods transport whereby the Accredited Mover undertakes in respect of the client to transport removal items either exclusively in a building or dwelling, or exclusively partly in a building or dwelling and partly by road, or exclusively by road within the meaning of Book 8, Section 1170 section 1 of the Dutch Civil Code;
Removal items:	items located in a covered or uncovered space that are intended for the upholstery, furnishing or fittings of that space and have already been used as such within the meaning of Book 8, Section 1170 paragraph 2 of the Dutch Civil Code; money and monetary instruments are not included in the removal items;
Consumer removal:	removal of the removal items of a natural person, not acting in the exercise of a profession or business;
Company:	any undertaking or institution whether independently established or not, with or without a profit motive;
Loss due to delay:	financial loss resulting from delayed delivery of removal items, as referred to in Book 6, Section 96 of the Dutch Civil Code;
New value:	the amount required immediately before the loss to purchase new items of the same type and quality;
Current value:	the new value less an amount for depreciation due to ageing or attrition;
Market value:	the amount for which an item can be traded on the regular market;
Additional work:	work to be performed by the Accredited Mover at the customer's subsequent request, which shall not have been agreed at the time the removal agreement was concluded;
Less work:	work agreed upon at the time the removal agreement was concluded in respect of which the Accredited Mover and the customer subsequently agreed that this work shall not be performed by the Accredited Mover;
Personal jewellery:	jewellery, including watches, manufactured to be worn on or about the person and consisting entirely or partly of (precious) metal, stone, mineral, ivory, (blood) coral or other such substances as well as pearls. This definition also includes personal jewellery, which has been extracted from its original purpose, such as personal jewellery considered an investment object;
Other valuable	audiovisual equipment, computer equipment, antiques and antiquities, objects of special value, valuable collections, works of art in the broad sense including jewellery not intended to be worn on or about the person and collection(s) not being personal jewellery;
Europe:	Europe refers to all member states of the European Union and/or the European Economic Area (excluding overseas territories such as Greenland, Saba and French Guiana) and including the United Kingdom, Northern Ireland, Gibraltar, Andorra, Monaco, San Marino, Vatican City and Switzerland.

## ARTICLE 2 - APPLICABILITY

1. These general terms and conditions shall only be used by Accredited Movers who are members of the Accredited Movers Association and apply to removals:
  - within a building;
  - or involving carriage exclusively by road (including road freight transport, by ferry or through the Channel Tunnel) by rail, by sea or by air;
  - or a combination.The above applies to the extent that the removals take place within, from or to the Netherlands or the place of receipt of the removal items and the place designated for delivery, as indicated in the contract, are situated in two different countries within Europe.
2. Other general conditions may be agreed for removals that are (partly) not performed by road. For transport by sea or inland waterway by rail or by air and for transport by road outside Europe the Accredited Remover does not act as a remover but only in the capacity of a forwarding agent, arranging and providing transport for the removal items.
3. If and to the extent that the Accredited Remover has undertaken to unpack and/or assemble the removal items at

destination following the transport, the AVVV-BE 2025 apply to these operations.

4. The AVVV-BE 2025 shall not apply to:

- consumer removals ordered by a third party that take place against the will of the owner of the removal items take place (house removals);
- the sale and rental of materials used by the customer to carry out a removal at his own expense and risk.

5. Should storage or warehousing of the removal items also take place with respect to the removal, the General Terms and Conditions for the Storage of Removal Items 2025 (AVBV 2025), i.e. the most recent version, shall apply to such storage, in which case these terms and conditions shall be sent together with the offer or shall be provided to the customer no later than at the time the storage agreement is concluded.

6. A CMR consignment note shall be drawn up for every cross-border removal by road. In accordance with Article 1(4)(c) of the CMR Convention, that Convention does not apply to removals and the GTCBE 2025 continues to be effective.

### **ARTICLE 3 - THE OFFER**

1. The offer is made in writing or electronically.

2. The offer shall in any case state:

- the work to be performed by the Accredited Mover;
- the price of such work (including VAT);
- how the price is calculated (all-in price or target price);
- the time and method of payment;
- as far as known: the date and time of commencement of the removal as well as an overall indication of the reasonably expected duration of the removal;
- as far as known and if possible: the date and the starting time of the move as well as a general indication of the reasonably expected duration of the move;
- that these general terms and conditions apply to the work to be performed. A copy will be sent with the offer or will be provided to the customer at the latest when the removal agreement is concluded.

3. The offer shall state a date and is irrevocable for thirty days after the offer date.

### **ARTICLE 4 – CONTENT INSURANCE**

1. The Accredited Mover shall offer the customer to take out, at the customer's expense, a moveable-property insurance against all losses of and material damage to the removal items for which the Accredited Remover shall not be liable.

2. In case the customer opts to take out a moveable-property insurance, the Accredited Remover shall consult with the customer concerning the desired cover and conditions.

### **ARTICLE 5 - REMOVAL PRICE**

1. The method used for the calculation of the removal price is as follows:

- an all-in price (contracting-work method) for which the move is carried out in full, including the turnover tax and the agreed elements and activities referred to in the second paragraph of this article, but exclusive of the unforeseen expenses referred to in the third paragraph;
- a guide price, calculated on the basis of a budget of pre-agreed rates per volume and/or distance and/or duration, whereby the Accredited Mover specifies the work, as well as the method of price formation, very accurately. As an experienced professional, the Accredited Mover has the duty of care to fully inform the customer so that the customer can make a realistic estimate of the total costs in advance. When a target price has been issued, it may not be exceeded by more than fifteen percent.

2. The removal price is determined by the following elements and activities of the Accredited Mover, insofar as these have been agreed in the relocation agreement:

- the transport including the loading and unloading of the removal items;
- packing and unpacking goods to be transported in crates or boxes and disassembling and reassembling pieces of furniture;
- actions such as removing, picking up, disconnecting, placing or hanging lamps, curtains, carpeting, stoves, fireplaces, sanitary facilities and anything else attached to or on ceilings, walls, floors and roofs, disassembling and assembling a waterbed. However, the Accredited Mover may only perform this work if it does not require specific professional knowledge;
- the premiums and reimbursements for the insurances referred to in Articles 4.

3. Unless otherwise agreed in writing or electronically, the removal price does not include:

- the costs for the use of ships and ferries;
- tolls to be paid, parking exemptions and permits;
- border and customs costs (including any VAT due, excise duties and/or other tax liabilities);
- fuel and/or other surcharges on top of the costs of freight transport by sea and/or rail and or air, and;
- any costs reasonably incurred for taking unforeseeable measures for the preservation or delivery of the of the removal items.

4. In the case of additional work, the Accredited Mover will preferably make an adjusted offer in accordance with Article 3, unless this is not possible due to the urgency of the additional work.

5. The removal price will be increased if the customer owes the Accredited Mover other costs according to these



conditions, or with respect to additional work. In the case of reduced work, the price can be reduced depending on the circumstances of the case. The invoice must specify the deviation from the removal price.

#### **ARTICLE 6 - THE AGREEMENT**

1. The agreement is concluded:
  - as soon as the customer has stated in writing or electronically to accept the offer of the Accredited Mover;
  - if no offer has been made, from the moment the agreement has been signed by both parties;
  - as soon as the customer effectively provides removal items to the Accredited Mover for removal.
2. As soon as the agreement has been concluded, the Accredited Mover acquires a right of pledge on the removal items.

#### **ARTICLE 7 – CUSTOMER'S OBLIGATION TO PROVIDE INFORMATION**

1. The customer shall provide the Accredited Mover with all the information about the removal items and their handling in a timely manner, which he is or should be able to do and of which he is aware or should know that they are important to the Accredited Mover, unless he is right to assume that the Accredited Mover is aware of this information.
2. The customer shall inform the Accredited Mover in a timely manner with regard to the removal items, in particular of:
  - all items the presence of which poses a particular risk of damage to the removal items or business equipment;
  - all technical objects for which the manufacturer has notified the users of special security measures to be taken before the start of transport;
  - all objects of a special nature, subject to special regulations of domestic and/or foreign authorities, such as objects of special value, works of art, personal jewellery or other valuable removal items, valuable collections, firearms.
3. With regard to the move, the customer shall inform the Accredited Mover in a timely manner of:
  - particulars with regard to the new residential location (for example, a living room on the first floor);
  - other matters and circumstances that are relevant to the Accredited Mover to know for the purpose of the move (for example, broken pavement in front of the house on the day of the move), unless the customer is right to assume that the Accredited Mover knows this information.
4. The Accredited Mover is not obliged but entitled to investigate whether the statements made by the customer are accurate and complete.

#### **ARTICLE 8 - ACCREDITED MOVER'S OBLIGATIONS**

1. The Accredited Mover shall:
  - deliver the removal items at their destination (placing them at the location possibly indicated for that purpose) in the condition in which they were provided to him for transport or disassembly;
  - complete a commenced move without delay.
2. The Accredited Mover's obligations arising from the removal agreement will be terminated as soon as the removal items have been delivered to the agreed destination.

#### **ARTICLE 9 - DANGEROUS ITEMS OR SUBSTANCES**

1. If the customer supplies dangerous goods or substances the Accredited Mover (such as referred to in the Transport of Dangerous Substances Act and or similar laws or conventions and the associated regulations), the customer must inform the Accredited Mover of the nature of the risk they pose and point out the precautions to be taken to the Accredited Mover.
2. The Accredited Mover has the right not to move dangerous goods or substances about which he was not informed when concluding the agreement.
3. The Accredited Mover has the right to unload hazardous goods or substances about which he was not informed at the time of conclusion of the agreement, at any time and place and to make them harmless or to have them destroyed at the expense of the customer. In addition, in that case, the customer is liable for all reasonably incurred and attributable costs and damages arising from its transport.
4. If the customer and the Accredited Mover agree that dangerous items and/or substances will be moved, the Accredited Mover is legally obliged to take out separate insurance for this in accordance with Article 3a of the Motor Vehicle Liability Insurance Act.

#### **ARTICLE 10 - CUSTOMS FORMALITIES**

1. The following provisions apply to international removal contracts:
  - the Accredited Mover must inform the customer to the best of his ability about the existing regulations regarding customs and other formalities to be carried out for the execution of the removal contract;
  - where possible before the removal, the customer must provide the Accredited Mover with the necessary documents and provide him with all the information required for the completion of the formalities.
2. The Accredited Mover is not obliged to investigate whether the documents and information supplied by the customer are accurate and complete.
3. The Accredited Mover shall exercise reasonable care to ensure that documents placed in his hands shall not be lost or handled abusively.

#### ARTICLE 11 - MODIFICATION OF THE AGREEMENT WHEN MOVING

1. The customer may request the Accredited Mover to change the execution of the removal agreement. The desired change must be feasible for the Accredited Mover and shall not disrupt the business operations of the Accredited Mover. The customer must also indemnify the Accredited Mover for all necessary costs and disadvantages that actually arise from the modification of the removal contract. If the change benefits the Accredited Mover, he will not charge the costs reasonably saved.
2. If, due to unforeseen circumstances, the Accredited Mover is unable to carry out the removal agreement in accordance with his instructions and within a normal period of time, he must:
  - ask for new instructions from the customer,
  - or, if this is not possible, take those measures that he believes are in the best interest of the customer be.

#### ARTICLE 12 - CANCELLATION AND TERMINATION

1. Before the removal items have been provided to the Accredited Mover, the customer may cancel the removal agreement at any time without stating reasons, as referred to in paragraphs 2 and 3. The customer does, however, owe the Accredited Mover a compensation. In the event of cancellation up to thirty days before the agreed moving date, the Accredited Mover is entitled to charge compensation of 15 percent of the agreed removal price. In case of cancellation up to fourteen or seven days before the moving date respectively, the Accredited Mover is entitled to charge compensation of a maximum of 50 or 75 percent of the removal price. In case of cancellation within seven days before the moving date, a maximum of the full removal price shall be due.

<b>Cancellation within a few working days before the planned moving date:</b>	<b>Percentage due of the agreed removal price:</b>
Within 7 days	100 %
Between 14 and 7 days	75 %
Between 30 and 14 days	50 %
Up to 30 days	15 %

2. The customer may terminate the removal agreement if he has been notified or has become aware that the Accredited Mover will not be able to carry out the move on the agreed day and time. The customer may only terminate the removal agreement if he notifies the Accredited Mover of the cancellation with due observance of section 4 of this article shortly after receipt of such notification, or within a reasonable period of time after the Accredited Mover has become aware of the customer's impossibility. If the customer suffers damage as a result, the Accredited Mover is obliged to compensate for the damage up to a maximum of the agreed removal price.
3. If, before or at the time of the presentation of the removal items to the Accredited Mover, circumstances arise with one of the parties, which the other party was not supposed to know when concluding the agreement, however which, if they had been known, would reasonably have provided grounds for the other party not to enter into the removal agreement or to enter into it under different conditions, this other party is entitled to terminate the agreement. After termination of the agreement, the parties shall compensate each other for the evidential loss suffered as a result. This is subject to the circumstances referred to in article 11 paragraph 2 of these terms and conditions. The compensation shall not exceed the agreed removal price.
4. The customer can terminate the removal agreement by notifying the Accredited Mover in writing or electronically. The removal agreement ends at the time of receipt of that notice.
5. If the customer does not make the removal items available to the Accredited Mover at the agreed time, the Accredited Mover is entitled to terminate the removal agreement. The removal agreement shall terminate as soon as the Accredited Remover sends (in writing or electronically) notice of termination of the removal agreement.
6. If the customer only makes part of the removal items available to the Accredited Mover at the agreed time, the Accredited Mover shall be obliged to move the goods that have been made available at the customer's request and the Accredited Mover may terminate the removal agreement in any other respect.
7. The customer shall compensate the damage suffered by the Accredited Mover as a result of the non-availability or only partial provision of the goods.

#### ARTICLE 13 - THE PAYMENT

1. Payment of the removal price will be made in cash or by PIN at the time that the Accredited Mover delivers the removal items to the destination, unless otherwise agreed. The customer must pay the removal price when presenting the invoice and upon presentation of a receipt by the Accredited Mover. Cash payment also includes crediting the amount due to an IBAN bank account indicated by the Accredited Mover at the time of delivery or payment by means of forms of electronic payment recognised by banks.
2. If, upon presentation of the invoice by the Accredited Mover, it transpires that the customer does not or will not meet his obligation to pay, he is entitled to suspend the (completion of) the move and the Accredited Mover shall have a right of retention over the removal items. In that case, the Accredited Mover is also entitled to store and sell the

- removal items, provided that he has the permission of the court referred to in Book 8, Section 1194 paragraph 2 of the Dutch Civil Code or the permission of the court referred to in Book 3, Section 251 of the Dutch Civil Code.
3. If it was expressly agreed at the time of conclusion of the agreement that payment would not be made in cash upon delivery, yet no payment term was agreed, payment must be made within fourteen days of receipt of the invoice.
  4. The customer shall be in default from the expiry of the payment term. After the expiry of that date, the Accredited Mover will send a payment reminder and give the customer the opportunity within seven days of receipt of this payment reminder. If payment has still not been made after the payment reminder has expired, the Accredited Mover is entitled to charge the statutory (commercial) interest from the expiry of the payment date and all extrajudicial collection costs reasonably incurred by him. The amount of these extrajudicial collection costs is subject to legal limits. This can be deviated from in favour of the consumer.
  5. If the client is not the same as the person whose removal items are the subject of the removal agreement, the Accredited Mover will make separate agreements with the client about the payment of the costs arising from the removal agreement as well as about the delivery if the owner of the removal items is not available for this purpose. If the client does not meet his payment obligations, the owner of the removal items shall be liable for the payment of the removal costs.
  6. Recourse to offsetting claims for payment of the removal price is not permitted, unless the parties have agreed on this in writing or electronically.

#### **ARTICLE 14 - LIABILITY ON THE PART OF THE ACCREDITED MOVER**

1. In the event of non-compliance with the obligations incumbent on him pursuant to Article 8, the Accredited Mover is liable for the damage caused as a result, unless the non-compliance was caused by a circumstance that a diligent Accredited Mover could not have avoided and insofar as such an Accredited Mover could not have prevented the consequences.
2. With respect to transport by sea or inland waterway by rail or by air, as well as transport by road outside Europe, the Accredited Mover shall act only in the capacity of a forwarding agent.
3. The Recognised Remover shall not be liable for loss caused by delay that exceeds the removal price; the extent of the loss caused by the delay must be demonstrated by the customer
4. The Accredited Mover cannot be exempted from his liability in his capacity as mover by invoking:
  - the defectiveness of the vehicle used for the removal;
  - the defectiveness of the material he uses, unless it has been made available by the customer; material does not include a ship, aircraft or railway wagon on which the vehicle used for the removal is located;
  - the defectiveness of supports used for the attachment of hoisting equipment, or for the use of a moving lift;
  - any damage caused to the removal items by the actions of third parties, whose actions are not at the risk of the customer.
5. An Accredited Mover that fails to comply with the obligations incumbent upon it shall nonetheless not be liable for the loss incurred to the extent that such failure to comply has been caused by a circumstance that a diligent mover would not have been able to avoid and to the extent that such a diligent mover would not have been able to prevent the respective consequences,
6. Where an Accredited Remover proves that the failure to comply with the obligations incumbent upon the latter could have been a consequence of the circumstances referred to below, it shall be presumed that the failure to comply was a consequence of any such circumstance:
  - packing or disassembling, or unpacking or assembling removal items by the Customer or with the help of any person or any means made available by the Customer on its own initiative;
  - assisting with the move by the owner of the removal items, his family members, friends or third parties who have been asked by him to help with the move;
  - the choice by the customer - although the Accredited Mover suggested another option - of a method of packaging or execution of the removal agreement, which differs from the customary method for the agreed removal;
  - the presence among the removal items of goods for which the Accredited Mover, if he had been informed by the customer of their presence and their nature in accordance with Articles 7 and/or 9, would have taken special measures;
  - the nature or condition of the removal items themselves, which have been exposed to total or partial loss or damage solely for reasons related to this nature or condition itself, such as: leakage, deflating or melting of other goods forming part of the removal items, dying plants; the loss of bank paper, valuable papers, precious metals, coins and medals, precious stones, pearls, documents and collections, unless the customer has handed over these items to the Accredited Mover before the start of the move, separately and stating their quantity and value;
  - the non-performance or improper performance of electrical, electronic and mechanical equipment.
7. If the Accredited Mover proves that the failure to comply with the obligation incumbent on him on the basis of the obligation incumbent on him in Article 8 could have been a result of one or more of the special risks referred to above in this paragraph 3, it shall be presumed that this is what caused the non-compliance, without prejudice to the customer's authority to provide evidence to the contrary.
8. The Accredited Mover is liable for wrongfully leaving objects in or wrongfully removing them from the loading points, if he was or should have been expressly aware of this.
9. In the event that the customer does not show up, refuses to receive removal items or does not take delivery of them

- with the required urgency, or insofar as removal items have been seized, the Accredited Mover shall be entitled to store these removal items at the expense and risk of the entitled party in an appropriate storage place. The Accredited Mover shall notify the customer in writing or electronically as soon as possible and send the AVBV 2025 concurrently.
- Without prejudice to the operation of this article, the Accredited Mover is not liable for damage other than caused by the failure to comply with his obligations referred to in Article 10 of these terms and conditions.
  - In case of storage or warehousing outside the Netherlands the Accredited Mover shall not under any circumstance be liable for damage or loss, however caused.

#### **ARTICLE 15 – CUSTOMER’S LIABILITY**

- The customer is liable for the costs and damage suffered by the Accredited Mover as a result of not providing or insufficiently providing the information referred to in articles 7,9 and 10, unless the customer cannot be held liable.
- Except in the case of force majeure, the customer shall compensate the Accredited Mover for the damage if the removal agreement cannot be carried out or cannot be carried out as agreed due to the customer’s actions or omissions. The compensation amounts to a maximum amount equal to the removal price. In case of cancellation, article 12 applies.
- The customer shall indemnify the Accredited Mover at the latter’s first request in the event that a claim is laid against the Accredited Mover by third parties outside of agreement for damage or financial loss – including criminal, administrative and possibly civil fines – in any way related to the execution of the removal agreement by the Accredited Mover, his subordinates and auxiliary persons. This shall be the case if this damage is the result of acts or omissions of the customer in violation of any statutory regulation.

#### **ARTICLE 16 – CLAIM REPORT**

If damage is found upon delivery of the removal items, the customer must report this to the Accredited Mover upon delivery. If at the time of delivery there is no opportunity to observe any damage to the removal items, the customer shall state this in advance or no later than at the time of delivery in writing or electronically. It is strongly recommended to report damage to the Accredited Mover in writing or electronically within two working days after the move. If the Accredited Mover has not received the aforementioned notification within fourteen days after the move, he is deemed to have carried out the move without any visible damage.

#### **ARTICLE 17 - COMPENSATION FOR LIABILITY**

- Compensation payable by the Accredited Mover for failure to comply with the obligations incumbent upon the latter (Article 8) shall in all cases be limited to € 15,000 for each removal, i.e. to the extent the Accredited Mover acts in the capacity of remover as well as in the capacity of forwarding agent on the understanding that where the rules of Article 4 Book 8 Title 13 (removal contract) apply under mandatory law, liability shall be limited to € 23,000).
- If the Accredited Mover undertakes to carry out more than one (consumer) move in one and the same agreement, his liability referred to in the first paragraph applies to each individual move.
- The Accredited Mover cannot invoke any limitation of his liability, insofar as the damage has arisen from his own act or omission, caused either with intent to cause such damage, or recklessly and while aware of the fact that such act or omission would probably result in such damage.
- Damage to the removal items that is less than or equal to € 50 shall be for the account of the customer.

#### **ARTICLE 18 - LIMITATION PERIOD**

All claims based on the removal agreement or related to that agreement are time-barred one year after delivery of the removal items.

#### **ARTICLE 19 - COMPLAINTS**

Complaints about the performance of the agreement must be submitted to the Accredited Mover in a timely manner, after the customer has discovered the defects. Failure to submit the complaint in time may result in the customer losing his rights in this regard.

#### **ARTICLE 20 - DISPUTE RESOLUTION**

- Disputes between a customer and the Accredited Mover about the formation or performance of the removal agreement referred to in Article 1 can be brought before the Disputes Committee for Removals, PO Box 90600, 2509 LP The Hague ([www.degeschillencommissie.nl](http://www.degeschillencommissie.nl)), by both the customer and the Accredited Mover.
- A dispute will only be handled by the Removal disputes committee if the customer has first submitted his complaint to the Accredited Mover.
- After the complaint has been submitted to the Accredited Mover, the dispute must be submitted to the Removal disputes committee no later than twelve months after the complaint has been submitted.
- When the customer submits a dispute to the Removal disputes committee, the Accredited Mover shall be bound by this choice. If the Accredited Mover wishes to submit a dispute to the Removal disputes committee, he must ask the customer to decide within five weeks whether he agrees to this. The Accredited Mover must announce that he will consider himself at liberty to bring the dispute before the court after the expiry of the aforementioned period.
- The Removal disputes committee issues a decision with due observance of the provisions of the regulations applicable

to the committee and also the applicable Recognition Regulations of the Organisation for Accredited Movers which Accredited Movers must observe a all times. The decisions of the Removal disputes committee are made on the basis of those regulations by way of binding advice. The regulations will be sent to you on request. A fee is payable for the handling of a dispute.

6. Only the court of the Accredited Mover's place of residence of the above-mentioned disputes committee is entitled to deal with any disputes, subject to differing provisions under mandatory law.

#### **ARTICLE 21 - APPLICABLE LAW AND CHOICE OF COURT**

Dutch law applies to (the) agreements concluded, amended or supplemented pursuant to the AVVV-BE 2025, subject to differing provisions under mandatory law.

#### **ARTICLE 22 - CITATION TITLE**

These General Terms and Conditions for International Removals outside Europe 2025 can be cited as AVVV-BE 2025.

# General Terms and Conditions for the Custody of Moving Goods AVBV 2025

## ARTICLE 1 - DEFINITIONS

For the purposes of these terms and conditions, the terms below are defined as follows:

Customer:	the depositor, the person who deposits removal items for safekeeping;
Consumer:	consumer, natural person, who acts for purposes outside his trade, business or profession;
Custodian:	the contractor recognised by the Organisation for Accredited Movers who looks after removal items on a professional basis;
Custody	The agreement in which the custodian undertakes in respect of the customer to keep and return removal items entrusted or to be entrusted to him by the customer;
Removal items:	items that are located in a covered or uncovered area and that are part of the upholstery, furnishing or layout of that space and have already been used as such;
Repository:	a clean and dry room suitable for storing removal items;
List of contents:	a list, signed by the customer and the custodian, including the removal items for safekeeping and their visible defects.

## ARTICLE 2 - APPLICABILITY

These general terms and conditions apply to an agreement for the safekeeping of removal items. The parties may agree to apply these terms and conditions to items that are part of the removal items, such as cars, motorcycles, boats and caravans. If a move takes place with respect to the storage or custody of the removal items, the General Terms and Conditions for Removals (AVVV 2025) apply to the move.

## ARTICLE 3 - PRIOR PROVISION OF INFORMATION BY THE PARTIES

1. The custodian points out to the customer that the customer must notify the custodian of any items among the removal items to be deposited that may clearly pose a danger to the goods stored in the storage place, items that require special care and the presence of objects of special value (valuable papers, objects of precious metals or valuable papers) as referred to in Article 15 paragraph 3 of these terms and conditions.
2. The custodian has the right to refuse goods that are unsuitable for his storage place. The following items shall not be taken into custody:
  - perishable goods such as food and feed;
  - fuels;
  - hazardous or explosive substances;
  - waste;
  - medicines or drugs;
  - valuable goods such as art or personal jewellery;
  - live animals;
  - plants and animals or their products that are prohibited under CITES regulations;
  - weapons and ammunition;
  - other prohibited or sanctioned substances.
3. The custodian shall ensure that a list of contents is drawn up of each custody at the time the custody agreement is concluded, which shall be included as an appendix to the custody agreement. If possible, the list of contents should indicate the value of the items deposited by the customer.
4. The custodian may require the customer to provide a valid proof of identity (passport or identity card).
5. The customer shall pass on all instructions with regard to which he is aware or should know are relevant for careful storage to the custodian (in writing) prior to safekeeping.

## ARTICLE 4 - THE OFFER

1. The offer for the safekeeping of removal items is issued in writing or electronically.
2. The offer shall in any case state:
  - the start date and, if possible, the end date of the custody or, if that is not possible, the designation of indefinite period of time;
  - the custody fee, the method of payment and the payment term;
  - the costs associated with receiving and returning the removal items (storage and retrieval costs);
  - the care measures to be taken by the custodian and the costs of such measures;
  - that the General Terms and Conditions for the Custody of Moving Goods (AVBV 2025) apply to the work to be performed. A copy of these general terms and conditions will be sent with the offer or will be provided to the customer at the latest when the custody agreement is concluded.



3. The offer is dated and is effective for thirty days after the offer date.

#### **ARTICLE 5 - CUSTODY FEE**

1. The custody fee, being the price for safekeeping, is determined on the basis of the volume, weight or space required of the removal items to be taken into custody, the care that must be observed of these goods according to the custody agreement and the period to which the custody relates.
2. Unless otherwise agreed in writing or electronically, the following costs are not part of the custody fee and will be charged separately to the customer:
  - costs that were not to be anticipated at the time the contract was concluded, yet which the custodian must nevertheless incur with respect to the agreed care of the goods in custody or that he must incur in order to be able to comply with his duty of care;
  - the custodian informs the customer in advance of the measures to be taken and the costs, if possible;
  - costs associated with receiving and returning the removal items (storage and retrieval costs);
  - the premiums and reimbursements for the insurance referred to in Article 13.
3. If no custody fee has been agreed, the Accredited Mover is entitled to a custody fee to be determined in accordance with reasonableness and fairness.
4. In the case of long-term custody, the custody fee is adjusted annually. The first adjustment of the custody fee can take place one year after the date on which the goods were taken into custody, unless this is deviated from by agreement.

#### **ARTICLE 6 - THE AGREEMENT**

The agreement is concluded:

- as soon as the customer has stated in writing or electronically to accept the offer of the Accredited Mover;
- if no offer has been made, at the time the agreement has been signed by both parties, or has been approved electronically;
- and in all other cases as soon as the customer effectively makes removal items available to the Accredited Mover for safekeeping.

#### **ARTICLE 7 - CHANGE OF ADDRESS**

1. The customer shall inform the custodian as soon as possible in writing or electronically of any changes to his address.
2. It is sufficient for the custodian to make all the communications to the customer, which he is obliged to do under the custody agreement, to the last address known to him.
3. In the event of the customer's absence of at least two months, the customer must notify the custodian in writing or electronically and appoint a contact person or authorised representative.
4. The custodian is not liable for the loss suffered by the customer because the customer himself has not fulfilled the obligations of the customer included in this article.

#### **ARTICLE 8 - CANCELLATION**

The customer may cancel the agreement. He owes the custodian compensation for this of up to the custody fee of one month, unless the custodian demonstrates that the loss suffered as a result of the cancellation amounts to considerably more than the custody fee of one month.

#### **ARTICLE 9 - TERMINATION OF THE CONTRACT BY THE CUSTOMER**

1. The depositor may terminate a custody agreement prematurely with due observance of a notice period of a month.
2. The custodian shall return the removal items deposited before the expiry of the notice period against payment of storage fees that have not yet been paid, as well as any costs to be borne by the custodian. The return will where possible take place at the time desired by the depositor.
3. After the expiry of the notice period, the removal items deposited with the custodian are at the expense and risk of the custodian, on the understanding that the obligation to pay custody fees continues until the moment at which the removal items have been returned to the custodian or they have been sold or destroyed by the custodian.

#### **ARTICLE 10 - TERMINATION OF THE AGREEMENT BY THE CUSTODIAN**

1. The custodian can terminate a custody agreement prematurely upon termination of business and if continuation of the agreement cannot reasonably be expected of him. He must notify the customer of the termination in writing or electronically and observe a notice period of two months.
2. The customer is obliged to take back the removal items deposited before the expiry of the notice period against payment of storage fees that have not yet been paid, as well as any costs to be borne by the customer. The return will take place as much as possible at the time desired by the customer.
3. After the expiry of the notice period, the removal items deposited with the custodian are at the expense and risk of the customer, on the understanding that the obligation to pay custody fees continues for the duration of the (replacement) custody or up to the moment when the removal items have been returned to the customer or they have been sold or destroyed by the custodian.
4. In the event of business termination, the custodian must arrange replacement custody if the customer is not reasonably able to enter into an agreement with another custodian. This obligation does not apply in the event of

negligence on the part of the customer.

#### **ARTICLE 11 - RETURN**

1. The stored removal items are returned to the address of the storage place, unless otherwise stated agreed.
2. The stored removal items will be returned to the customer with due observance of Article 14 paragraph 2. If this is not possible, they will be handed over to the person authorised to do so by the customer in writing or electronically. If no such authorised person is available, they are handed over to the person who is entitled to their return on grounds other than the custody agreement, unless they have been seized and the prosecution of this attachment entails an obligation to hand them over to the attaching creditor.
3. In the event of the interim return of part of the removal items taken into custody, a list must be drawn up to be signed by the custodian and the customer, stating the returned goods. The custodian may require the customer to provide security for the payment of the custody fee, if the value of the goods not yet returned gives cause to do so or if he has reasonable grounds to doubt that the custody fee will be paid on time in the future.
4. The custody agreement ends upon the death of the customer, when the customer is placed under legal restraint, has been granted a moratorium or he/she becomes bankrupt. The custody fee is then due up to and including the month following the month in which the event in question took place. The heirs or the trustee or the administrator are obliged to take back the removal items before the end of the period for which custody fees must be paid. Articles 9 and 14 shall apply *mutatis mutandis*.

#### **ARTICLE 12 - OBLIGATIONS ON THE PART OF THE CUSTODIAN**

1. The custodian undertakes to keep and return removal items and shall return the removal items in the condition in which they were received. When storing, the custodian must observe the due care of a diligent custodian.
2. The custodian shall provide the customer with access to the removal items safeguarded during the custody in return for reimbursement of the additional costs to be incurred by the custodian and provided that an appointment has been made with the custodian in advance.

#### **ARTICLE 13 - INSURANCE**

1. The custodian is insured against its liability risks under the law, the custody agreement and these terms and conditions.
2. In order to be insured against risks for which the custodian is not liable, the custodian informs the customer that the customer must take out temporary storage insurance for removal items for the custody period, whether or not through the agency of the custodian.

#### **ARTICLE 14 - PAYMENT AND SECURITIES**

1. The custody fee and any other costs arising from the agreement must be paid jointly and severally by the customer(s) per agreed period.
2. All costs that the customer owes to the custodian must be paid before the return of the removal items. The custodian has the right of retention on the removal items taken into custody until the customer has fulfilled all his payment obligations under the custody agreement or the previous removal agreement concluded between the same parties.
3. The customer shall be in default from the expiry of the payment date. After expiry of that date, the custodian shall send a payment reminder and give the customer the opportunity to pay within 14 days of receipt of this payment reminder. If payment has still not been made after the expiry of the period specified in the payment reminder, the custodian is entitled to charge the statutory interest from the expiry of the payment date, as well as the extrajudicial collection costs reasonably incurred by him. The amount of these extrajudicial collection costs is subject to statutory limits.
4. If the customer's payment arrears are more than three months from the original payment date, or as soon as the payment arrears exceed the current value of the removal items taken into custody, including costs of sale and clearance, the custodian acquires the right to terminate the agreement.
5. The custodian must have summoned the customer at least once by registered letter to the last address known to the custodian before exercising his rights under paragraphs 4 and 6 of this article.
6. A customer who hands over removal items to the custodian in execution of an agreement establishes a pledge on those removal items in favour of the custodian as additional security of payment of all that he owes or will owe to the custodian. The custodian may proceed with the (public) sale of the removal items, unless the customer has submitted a complaint, as described in Article 19 of these terms and conditions, to the Removal disputes committee. Before proceeding with the sale, the custodian shall:
  - a. If and insofar as the address details of the customer are known, demand the customer again by registered letter to pay all costs due. The letter must state that the custodian will proceed with a public (or private, see paragraph 7) sale if the customer also allows the period set in the demand letter to expire;
  - b. If and insofar as the Customer's address details are not known or if the registered letter has not reached the customer for any reason, the notifications referred to under a. above will be made through a bailiff's writ, to the last address of the customer known to the custodian.
7. The public sale may be replaced by a private sale if the expected costs of a public sale will exceed the estimated yield of the removal items, however, with due observance of the applicable legal rules. If the proceeds from the sale of the

removal items exceed the claims of the custodian, the surplus will be handed over to the customer or transferred to his bank account, if possible.

#### **ARTICLE 15 - LIABILITY ON THE PART OF THE CUSTODIAN**

1. In the event of non-compliance with the obligations incumbent on him, the custodian shall be liable for the resulting loss, unless the non-compliance was caused by a circumstance that a diligent custodian could not have avoided and insofar as such a custodian was unable to prevent the consequences.
2. The custodian shall not be exempted from liability by invoking:
  - the defectiveness of the storage facility, subject to paragraph 3(j) of this article;
  - the defectiveness of the material he uses;
  - any damage caused to the removal items by the actions of third parties, whose actions are not at the risk of the customer.
3. Provided that he has fulfilled his duty of care and unless proven otherwise, the custodian shall not be liable for damage or loss resulting from special risks associated with one or more of the following circumstances:
  - a. damage to or loss of the removal items taken into custody if the damage or loss arises from the defect or deterioration of these removal items;
  - b. damage or loss due to normal wear and tear and/or normal deterioration in quality;
  - c. damage to items that have not been packed, packed or unpacked by the custodian or his staff and that is not attributable to the actions of the custodian or his staff or to handling, loading, stowage or unloading of the items by the custodian or persons acting on behalf of the custodian;
  - d. damage caused by the leakage of liquid substances from lamps, bottles, barrels and so on;
  - e. damage to electrical, electronic and mechanical equipment, watches, barometers insofar as the damage is exclusively related to the nature or condition of the item in question;
  - f. the foil of mirrors running off or damage to them;
  - g. damage to the removal items such as moth, woodworm or rust, provided that the custodian has fulfilled his duty of care;
  - h. damage resulting from the nature of the items in custody, which, due to causes related to this nature, are exposed to total or partial loss or damage, in particular by ignition, explosion, melting, breakage, corrosion, decay, dehydration, leakage, normal loss of quality, or occurrence of vermin or rodents such as freshly polished or painted furniture, the detachment of plaster from painted or gilded mirror or picture frames, the detachment of glue from pieces of furniture, the effect of the atmosphere on pastel drawings, the detuning of pianos, the deterioration of the quality of information carriers such as audio and video tapes and so on, provided that the custodian has fulfilled his duty of care;
  - i. damage resulting from the loss of keys to furniture, unless they were handed over to the custodian or his staff and this is evidenced by the list of contents;
  - j. damage as a result of the loss of items such as bank notes, coins and medals, valuable paper, precious metals, precious stones, jewellery, documents and collections if it is not apparent from the list of contents or any other document signed by the customer and the custodian that these items have effectively been deposited. Where the custodian proves that, in the light of the circumstances of the case, the failure to comply with the obligation incumbent on him under the obligation laid down in Article 12 could have been the result of one or more of the particular risks referred to in paragraph 3 above, it shall be presumed that this has caused the non-compliance without prejudice to the customer's power to adduce evidence to the contrary.
  - k. heat, cold, temperature differences or humidity of the air provided that the custodian has fulfilled his duty of care. If the custody with the customer's consent only takes place for a short period (maximum three months) in an outdoor container, it is presumed that the custodian has fulfilled his duty of care, unless evidence to the contrary is provided.
  - l. damage or loss due to pests, insects, fungi, bacteria, viruses and other microorganisms.

#### **ARTICLE 16 - LIABILITY ON THE PART OF THE CUSTOMER**

1. The customer must compensate the custodian for the damage suffered by the custodian as a result of removal items placed in custody by the customer, as well as any required costs incurred for any eviction, sale, service of bailiff's writs and so on.
2. If the customer has failed to fulfil his obligation as referred to in Article 7, any relevant costs incurred shall be at the expense of the customer.

#### **ARTICLE 17 - CLAIM REPORT**

1. The customer must report any perceptible damage to the custodian immediately upon or immediately after the return, failing which the custodian will be deemed to have returned the removal items without any directly perceptible damage.
2. Non-immediately perceptible damage must be reported to the custodian as soon as possible, however, no later than fourteen days after the return, failing which the custodian is deemed to have returned the removal items without any non-immediately visible damage.
3. The claim must be made in writing or electronically.

## **ARTICLE 18 - COMPENSATION IN THE EVENT OF LIABILITY**

1. Where the custodian is liable for failure to comply with its obligations as referred to in Article 12, the customer is entitled to compensation specified as follows:
  - in the event of total loss or loss: compensation equal to the value that the removal items in question would have had at the time and place where they should have been returned, plus any costs directly related to the damage;
  - in the event of partial loss or damage: compensation consisting at the customer's discretion of:
    - a reasonable amount for repair of the damaged removal items, except in the event that the costs of repair exceed the current market value of the damaged removal items. In that case, the current value is compensated on the basis of total loss;
    - an amount equal to the value that the removal items would have had at the time and place where they should have been returned, less the residual value of the removal items at the time of return, as well as any savings on the part of the customer.
2. The compensation owed by the custodian on the basis of an agreement entered into by him for the safekeeping of removal items with regard to his failure to comply with the obligations incumbent on him under that agreement is limited to a maximum of € 23,000 per removal contract, by analogy with the provisions of Book 8, Section 1182 of the Dutch Civil Code. However, the parties may agree that the maximum contractual liability on the part of the custodian under this agreement will be increased for a fee amount to be specified.

## **ARTICLE 19 - COMPLAINTS**

Complaints about the performance of the agreement must be submitted to the custodian in a complete and clearly defined manner in good time after the customer has discovered or should have discovered the defects. Failure to submit the complaint in time may result in the customer losing his rights with respect to this.

## **ARTICLE 20 - DISPUTE RESOLUTION FOR CONSUMERS**

1. Disputes between a consumer and the custodian about the conclusion or performance of the custody agreement as referred to in Article 1 can be brought before the Disputes Committee for Moving, PO Box 90600, 2509 LP The Hague ([www.degeschillencommissie.nl](http://www.degeschillencommissie.nl)) (both by the consumer and the custodian).
2. A dispute will only be handled by the Removal disputes committee if the consumer has first submitted his complaint to the custodian.
3. After the complaint has been submitted to the custodian, the dispute must be submitted to the Removal disputes committee no later than twelve months after the complaint has been submitted.
4. When the consumer submits a dispute to the Removal disputes committee, the custodian is bound by this choice. If the custodian wishes to submit a dispute to the Removal disputes committee, he must ask the consumer to decide within five weeks whether he is in agreement. The custodian must announce that if the consumer has not responded or has not responded in the affirmative after the expiry of the aforementioned period, the custodian will consider himself at liberty to bring the dispute before the court.
5. The Removal disputes committee issues its decision with due observance of the provisions of the regulations applicable to it as well as the applicable Recognition Regulations and the Internal Regulations of the Organisation for Accredited Movers which Accredited Movers must observe at all times. The decisions of the Removal disputes committee are issued through a binding advice under these regulations. The regulations will be sent to you on request.

A fee is payable for the handling of a dispute.
6. Only the court or the above-mentioned disputes committee is authorised to deal with any disputes.

## **ARTICLE 21 - GUARANTEE OF PERFORMANCE FOR CONSUMERS**

1. The Organisation for Accredited Movers only guarantees compliance with the binding advice of the Removal disputes committee by its members in respect of consumers, unless the member concerned decides to submit the binding advice to the court for review within two months of its being sent. This guarantee is revived if the binding opinion is upheld after review by the court and the judgment demonstrating this has become final. This amount will be paid to the consumer by the Organisation for Accredited Movers up to a maximum amount of € 10,000 per binding opinion. For amounts in excess of € 10,000, the consumer will be paid an amount of € 10,000. For the excess, the Organisation for Accredited Movers has a best-efforts obligation to ensure that the member complies with the binding advice. This best efforts obligation means that the consumer is offered to transfer his claim to the Organisation for Accredited Movers, after which this organisation will request payment in court in its own name and at the expense of the Organisation for Accredited Movers in order to settle with the consumer.
2. The Organisation for Accredited Movers does not provide a guarantee of performance if, before the formal collection requirements set for this purpose (payment of complaint fees, return of completed and signed questionnaire and any deposit) have been met by the consumer for the purpose of handling the dispute:
  - the member has been granted a moratorium;
  - the member has been declared bankrupt;
  - the business activities have actually ceased.

This situation is determined by the date on which the business termination is registered in the Trade Register or an earlier date, of which the Organisation for Accredited Movers can plausibly demonstrate that the business activities

have effectively ended.

#### **ARTICLE 22 - LIMITATION PERIOD**

All claims based on the custody agreement or related to that agreement shall be time-barred one year after the return of the removal items, or one year after the goods have been damaged or lost, whichever comes earlier.

#### **ARTICLE 23 - APPLICABLE LAW**

Dutch law applies to agreements concluded, amended or supplemented on the basis of the AVBV 2025, subject to differing laws pursuant to mandatory rules.

#### **ARTICLE 24 - AMENDMENTS**

Amendments to these terms and conditions can only be made in consultation with the Consumers' Association, if and insofar as they result from amendments in legislation and regulations, with regard to the performance of the activities to which these terms and conditions are related. In the case of such amendments, they shall not take effect until one month after the amendments have been published. The Organisation for Accredited Movers undertakes the obligation to make any amendments that have been made public.

#### **ARTICLE 25 - CITATION TITLE**

The General Terms and Conditions for the Custody of Moving Goods can be cited as AVBV 2025. All previous versions have been dropped.

# General Terms and Conditions for the Execution of Handyman Services AVHD 2025

## ARTICLE 1 - DEFINITIONS

For the purposes of these terms and conditions, the following definitions apply:

Customer:	the client acting as a consumer or in the exercise of a profession or business;
Consumer:	natural person acting for purposes which are outside his trade, business or profession;
Accredited Mover:	the contractor recognised by the Organisation for Accredited Movers, who professionally organises consumer removals and performs small-scale Handyman DIY work on a commercial basis;
Handyman Agreement:	the agreement for handyman work in which the Accredited Mover undertakes in respect of the customer to carry out handyman work;
Additional and less work:	additions or reductions to the agreed work desired by the customer, which result in additional payment above or a reduction of the agreed price;
Disputes Committee:	The Removal Disputes Committee of the Foundation for Consumer Disputes Committees (P.O. Box 90600, 2509 LP The Hague, The Netherlands, <a href="http://www.degeschillencommissie.nl">www.degeschillencommissie.nl</a> ).

## ARTICLE 2 - SCOPE

These general terms and conditions - hereinafter referred to as Handyman Terms and Conditions - apply to all offers and any agreed Handyman agreements between the customer and the Accredited Mover.

## ARTICLE 3 - CONCLUSION OF THE AGREEMENT

1. The Accredited Mover shall ensure that each order is basically recorded in writing in a Handyman Services Order Form. An assignment includes a clear description of the work to be performed including:
  - a statement of the time at which the work can be started and a statement of the duration of the work;
  - the price of the work;
  - the payment method.
2. The customer and the Accredited Mover can make agreements based on two pricing methods:
  - fixed price;
  - indicative price.
3. A fixed price can only be deviated from in the final settlement on the basis of a provision in these Handyman Terms and Conditions.
4. A target price is calculated pursuant to a budget of pre-agreed rates per volume and/or distance and/or duration, whereby the Accredited Mover accurately describes the agreed activities, as well as the pricing method. As an experienced professional, the Accredited Mover has the duty of care to fully inform the consumer to provide the consumer with a realistic estimate of the total costs in advance. When a target price has been issued, it shall not be exceeded by more than fifteen percent.
5. If the customer is a consumer, all prices will be quoted including VAT.
6. The Accredited Mover shall ensure that these Handyman Terms and Conditions are provided to the customer in a timely manner, but no later than by the time of the conclusion of the agreement.

## ARTICLE 4 - OBLIGATIONS ON THE PART OF THE ACCREDITED MOVER

1. The Accredited Mover guarantees that the work shall be delivered properly and professionally in accordance with the provisions of the agreement and to use professional working methods and materials.
2. During the preparations and execution of the assignment, the Accredited Mover will, to the extent reasonably possible, respond to and take into account the wishes of the customer.
3. With respect to the execution of the work, the Accredited Mover shall observe the applicable rules and regulations, as they are or will be in force at the time of the execution of the work.
4. The Accredited Mover shall notify the customer of any:
  - inaccuracies in the assigned work insofar as the Accredited Mover is aware or should reasonably be aware of them;
  - inaccuracies in the constructions and working methods required by the customer;
  - manifest defects of the immovable or immovable property on which the work is carried out;
  - defects in or unsuitability of materials or tools provided by the customer, to the extent these situations are revealed to the Accredited Mover before or during the performance of the work and the Accredited Mover is be considered to be an expert in the matter.
5. If the Accredited Mover does not comply with one or more agreements, or does not comply with them on time or properly, he is obliged to compensate any reasonably related damage.



#### **ARTICLE 5 - OBLIGATIONS ON THE PART OF THE CUSTOMER**

1. The customer guarantees the soundness and suitability of the materials and tools provided or prescribed by him and for the accuracy of the information provided by him.
2. The customer must ensure that the Accredited Mover can perform his work in a timely and proper manner.

#### **ARTICLE 6 - MODIFICATION OF THE ASSIGNMENT**

The parties may agree on contract variations and contract variations, whereby the Accredited Mover shall ensure that this is recorded in writing on an order form as referred to in Article 3, including the agreement of the customer.

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

1. In the event of unforeseen complications, the Accredited Mover will notify the customer as soon as possible.
2. If the Accredited Mover is unable to reach the customer, the Accredited Mover must interrupt the work, unless the unforeseen complication requires immediate action.
3. Any additional costs that the Accredited Mover needs to incur with respect to an unforeseen complication that requires immediate action and which costs are necessary to prevent and/or limit the damage, will be reimbursed by the customer, unless the damage is attributable to the Accredited Mover.

#### **ARTICLE 8 - COMPLETION**

1. Upon completion of the work, the Accredited Mover invites the customer for completion of the work performed. The customer must respond to this within a reasonable period of time and may accept or refuse the work with or without reservation, stating the defects.
2. If defects are found that must be repaired by the Accredited Mover, the Accredited Mover will repair these defects as soon as possible, however, no later than two weeks after the delivery date, unless this is impossible due to circumstances beyond the Accredited Mover's sphere of risk.

#### **ARTICLE 9 - PAYMENT AND SUSPENSION**

1. Payment by the customer must be made no later than two weeks after receipt of the invoice.
2. If the parties have agreed to pay in instalments, payment will be made in proportion to the progress of the work.
3. If payment in instalments has been agreed and the Accredited Mover fails to fulfil his obligations with regard to the continuation of the work, the customer has the right to suspend payment until the moment that the Accredited Mover fulfils his obligations, on the understanding that the amount to be suspended must be in reasonable proportion to the defect found.
4. If the suspended amount is not in reasonable proportion to the defect found, the Accredited Mover has the right to charge the statutory interest on the excess suspended amount.
5. If the customer fails to fulfil his obligations with regard to payments, the Accredited Mover has the right to suspend his obligations with regard to the continuation of the work up to the moment that the customer meets his payment obligation.

#### **ARTICLE 10 - FINAL SETTLEMENT**

1. The Accredited Mover will hand over the final bill to the customer during completion or as soon as possible after completion.
2. If the agreement is based on a target price, the final settlement will comprise a statement of the hours spent, materials supplied and other costs (such as tool rental, parking fees, sufferance tax, etc.).
3. If the agreement is based on a fixed price, the final settlement will include a statement of the fixed price, any 'additional and/or less work' and any additional costs due to unforeseen complications.
4. The final statement shall also include a statement of any amounts already paid by the customer and of the remaining balance.
5. All payments must be made within 2 weeks of receipt of the invoice, unless the parties have agreed on a differing time limit.

#### **ARTICLE 11 - FAILURE TO COMPLY WITH THE PAYMENT OBLIGATION**

1. If the customer fails to pay on time, he shall be deemed to be in default without further notice of default. Nevertheless, after the expiry of the payment term (as referred to in Article 9 paragraph 1 and Article 10 paragraph 5), the Accredited Mover will send one payment reminder. The payment reminder points out the customer's default and gives the customer the opportunity to pay within two weeks upon receipt of this payment reminder.
2. The Accredited Mover may charge interest on any payment that has not been made on time from the expiry of the payment term (as referred to in Article 10 paragraph 5) up to the day of receipt of the amount due. This interest is equal to the statutory interest.
3. After expiry of the period referred to in paragraph 1, the Accredited Mover is entitled to proceed with the collection of the amount owed to him without any further notice of default.

#### **ARTICLE 12 - GUARANTEE**

1. The Accredited Mover guarantees that any defects that become manifest after completion will be remedied free of

charge for a period of one year from completion, unless he demonstrates that the defect is not a result of the work. If the parties have agreed on a longer period, this must be stated on order form. The foregoing does not affect the fact that the Accredited Mover may also be liable for any defects in the work after that period on the basis of the law.

2. The defects referred to in paragraph 1 are defects that could not have been recognised by the customer before the moment of discovery and were communicated by the customer to the Accredited Mover in writing within a reasonable period of time. Late complaints may involve the customer losing his rights with respect to this.

#### **ARTICLE 13 - LIABILITY ON THE PART OF THE ACCREDITED MOVER**

1. In the event of non-compliance with the obligations incumbent on him pursuant to Article 4, the Accredited Mover shall be liable for the resulting loss unless the non-compliance was caused by a circumstance that a diligent Accredited Mover could not have avoided and to the extent that such an Accredited Mover could not have prevented the consequences.
2. The Accredited Mover cannot be exempted from his liability by invoking the defectiveness of the material used by him, unless this has been provided by the customer.
3. The Accredited Mover shall be liable for wrongfully leaving objects behind or taking them wrongly, if this was explicitly known to him or should have been known to him.

#### **ARTICLE 14 - LIABILITY ON THE PART OF THE CUSTOMER**

1. The customer is liable for the costs and damage suffered by the Accredited Mover as a result of non-compliance, late or insufficient compliance with the obligations incumbent on him pursuant to article 5, unless the customer cannot be held responsible.
2. The customer shall indemnify the Accredited Mover at the latter's first request in the event that a claim is laid against the Accredited Mover by third parties outside of the agreement for damage or financial loss - including criminal, administrative and any civil fines - in any way related to the execution of the Handyman Agreement by the Accredited Mover, his subordinates and auxiliary persons.
3. The customer bears the risk for damage caused by:
  - inaccuracies in the assigned work;
  - inaccuracies in the constructions and working methods required by the customer;
  - manifest defects of the immovable or immovable property on which the work is carried out;
  - defects in or unsuitability of materials or tools provided by the customer. This does not affect the Accredited Mover's duty notify the customer pursuant to Article 4 paragraph 4.

#### **ARTICLE 15 - COMPENSATION IN THE EVENT OF LIABILITY**

1. The compensation owed by the Accredited Mover for failure to fulfil his obligations (Article 13) is limited to once the agreed price for the Handyman Agreement.
2. The Accredited Mover cannot invoke any limitation of his liability, to the extent the loss has arisen from his own act or omission, either with intent to cause the loss, or recklessly and while he was aware that this would probably result in such loss, by analogy with Book 8, Section 1108 of the Dutch Civil Code.
3. The compensation owed by the customer for failure to comply with his obligations (Article 15) is limited to once the agreed price for the Handyman Agreement.

#### **ARTICLE 16 - DISPUTE SETTLEMENT FOR CONSUMERS**

1. Any disputes between a consumer and the Accredited Mover about the conclusion or performance of the removal agreement referred to in Article 1 can be brought before the Disputes Committee for Removals, PO Box 90600, 2509 LP The Hague ([www.degeschillencommissie.nl](http://www.degeschillencommissie.nl)), both by the consumer and the Accredited Mover.
2. A dispute will only be handled by the Removal disputes committee if the consumer has first submitted his complaint to the Accredited Mover.
3. After the complaint has been submitted to the Accredited Mover, the dispute must be submitted to the Removal disputes committee no later than three months after it has arisen.
4. When the consumer submits a dispute to the Removal disputes committee, the Accredited Mover is bound by this choice. If the Accredited Mover wishes to submit a dispute to the Removal disputes committee, he must ask the consumer to decide within five weeks whether he agrees to this. The Accredited Mover must announce that he will consider himself at liberty to bring the dispute before the court after the expiry of the aforementioned period.
5. The Removal disputes committee issues a decision with due observance of the provisions of the regulations applicable to the committee and also the applicable Recognition Regulations of the Organisation for Accredited Movers which Accredited Movers must observe at all times. The decisions of the Removal disputes committee are made on the basis of those regulations by way of binding advice. The regulations will be sent to you on request. A fee is payable for the handling of a dispute.
6. Only the court or the above-mentioned disputes committee is entitled to deal with any disputes.

#### **ARTICLE 17 - GUARANTEE OF PERFORMANCE FOR CONSUMERS**

1. The Organisation for Accredited Movers only guarantees compliance with the binding advice of the Removal disputes committee by its members in respect of consumers, unless the member concerned decides to submit the binding

advice to the court for review within two months of its being sent. This guarantee is revived if the binding opinion is upheld after review by the court and the judgment demonstrating this has become final. This amount will be paid to the consumer by the Organisation for Accredited Movers up to a maximum amount of € 10,000 per binding opinion. For amounts in excess of € 10,000, the consumer will be paid an amount of € 10,000. For the excess, the Organisation for Accredited Movers has a best-efforts obligation to ensure that the member complies with the binding advice. This best efforts obligation means that the consumer is offered to transfer his claim to the Organisation for Accredited Movers, after which this organisation will request payment in court in its own name and at the expense of the Organisation for Accredited Movers in order to settle with the consumer.

2. The Organisation for Accredited Movers does not provide a guarantee of performance if, before the formal collection requirements set for this purpose (payment of complaint fees, return of completed and signed questionnaire and any deposit) have been met by the consumer for the purpose of handling the dispute:
- the member has been granted a moratorium;
  - the member has been declared bankrupt;
  - the business activities have effectively ceased. This situation is determined by the date on which the business termination is registered in the Trade Register or an earlier date, of which the Organisation for Accredited Movers can plausibly demonstrate that the business activities have effectively ended.

#### **ARTICLE 18 – AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS**

Amendments to these terms and conditions can only be made in consultation with the Consumers' Association, if and insofar as they result from amendments in legislation and regulations, with regard to the performance of the activities to which these terms and conditions are related. In the case of such amendments, they shall not take effect until one month after the amendments have been published. The Organisation for Accredited Movers undertakes the obligation to make any amendments that have been made public.

#### **ARTICLE 19 - CITATION TITLE**

The General Terms and Conditions for the execution of Handyman services can be cited as AVHD 2025. All previous versions have been cancelled.

# Insurance conditions for private removal items PV05 2025

## ARTICLE 1 - DEFINITIONS

For the purposes of this insurance, the following definitions apply:

Insured:	policyholder, his/her spouse as well as the persons with whom he/she lives in a family setting, as well as resident children and resident staff and/or the natural or legal person named in the policy as such, to the extent that he/she has an interest in retaining the insured property item.
Insured interest:	the insured(s)' interest in the preservation of the insured property on account of ownership or another right in rem, or bearing the risk of retention or liability for this, for example of relocation, removal items of the deceased and possible liability in respect of heirs.
Removal items:	all movable property of which the insured is the owner and which belong to the private household of the insured, including personal jewellery and other valuable removal items as well as items intended for commercial and professional purposes, motor vehicles, trailers, caravans, vessels and the associated parts and accessories. Money and valuable paper are not counted as removal items.
Personal jewellery	jewellery, including watches, manufactured to be worn on or about the person and consisting entirely or partly of (precious) metal, stone, mineral, ivory, (blood) coral or other such substances as well as pearls. This definition also includes personal jewellery, which has been extracted from its original purpose, such as personal jewellery considered an investment object.
Other precious removal items:	audiovisual equipment, computer equipment, antiques and antiques, objects of special valuable collections, works of art in the broad sense, including jewellery not included, intended to be worn on or on the person and a collection of personal jewellery other than personal jewellery.
General average:	all damage, including any loss intentionally caused to save the ship and cargo in distress.
Rescue costs:	costs incurred by the insured during or after the incident with respect to measures to prevent or reduce damage to insured property (Book 7, Section 957 of the Dutch Civil Code).
New value:	the amount immediately needed for the damage to purchase new items of the same type and quality.
Current value:	the new value after deduction of an amount due to depreciation caused by obsolescence or wear.
Market value:	the price that expresses the value on the purchasing market.
Policy/policy schedule:	the Guarantee Certificate for Accredited Movers together with these General Insurance Terms and Conditions is regarded as a policy. The General Insurance Terms and Conditions are inextricably linked to the General Terms and Conditions for Removals AVVV 2025 (most recent version), as well as the General Terms and Conditions for the Custody of Moving Goods AVBV 2025.

## ARTICLE 2 - SCOPE OF COVERAGE

1. The insurance covers material damage to and/or loss of the removal items caused by:
  - a. fire, whether caused by the nature of the insured property or a defect in the insured property;
  - b. any sudden external calamity;
  - c. war risk and striker risk in accordance with the provisions of M3 War Risk Clause and Striker Risk; as well as the contribution in general average and rescue costs in excess of the insured sum.
2. Where the policy and associated clauses refer to costs and fees in excess of the insured amount, these will be deemed to be insured on a "premier risque" basis, regardless of the actual value of the insured items (or interests) immediately prior to the event.
3. Claims-settlement fee:  
This insurance also covers 1% claims settlement commission, which is included in the determination of the premium.
4. In the case of safekeeping as part of the move within the Netherlands as referred to in Article 4 of the AVVV 2025, the removal items will be insured for the first twelve months as in the case of a move.
5. In the case of custody as part of the move within Europe as referred to in Article 5 of the AVVV 2025, the removal items will be insured for the first thirty days as in the case of a move.

## ARTICLE 3 - EXCLUSIONS AND LIMITATIONS

1. Damage to the removal items is excluded from the insurance if it is caused by or is the result of the causes or circumstances stated in Article 16 paragraph 4 of the AVVV 2025 and Article 15 paragraph 3 of the AVBV 2025:
  - a. packing or disassembling, or unpacking or assembling removal items by the Customer or with the help of any

- person or any means provided by the Customer on its own initiative;
  - b. assisting in the move by the owner of the removal items, his family members, friends or third parties who have been asked by him to help with the move;
  - c. the choice by the customer - although the Accredited Mover suggested another option - of a method of packaging or execution of the removal agreement, which differs from the method customary for the agreed removal;
  - d. the presence among the removal items of items for which the Accredited Mover, if he had been informed by the customer of their presence and nature in accordance with Article 9 and/or 11 of the GTCV, would have taken special measures;
  - e. the nature or condition of the removal items themselves, which have been exposed to total or partial loss or damage solely for reasons related to such nature or condition itself, such as: leakage, deflating or melting of other goods forming part of the removal items, the death of plants; the loss of bank paper, valuable papers, precious metals, coins and medals, precious stones, pearls, documents and collections, unless the customer has handed over these items to the Accredited Mover before the start of the move, separately and stating their quantity and value;
  - f. the non-functioning or improper functioning of electrical, electronic and mechanical equipment;
  - g. damage to or loss of the removal items taken into custody if the damage or loss arises from the defect or deterioration of these removal items;
  - h. damage or loss due to normal wear and tear and/or normal deterioration in quality;
  - i. damage to items that have not been packed, packed or unpacked by the custodian or his staff and that is not attributable to the actions of the custodian or his staff or to handling, loading, stowage or unloading of the items by the custodian or persons acting on behalf of the custodian;
  - j. damage caused by the leakage of liquid substances from lamps, bottles, barrels and so on;
  - k. damage to electrical, electronic and mechanical equipment, watches, barometers where the damage is exclusively related to the nature or condition of the item in question;
  - l. the foil of mirrors running off or their damage;
  - m. damage to the removal items such as moth, woodworm or rust, provided that the custodian has fulfilled his duty of care.
  - n. damage resulting from the nature of the items in custody themselves, which, due to causes related to such nature, are exposed to total or partial loss or damage, in particular by ignition, explosion, melting, breakage, corrosion, decay, dehydration, leakage, normal loss of quality, or occurrence of vermin or rodents such as freshly polished or painted furniture, the detachment of plaster from painted or gilded mirror or picture frames, the detachment of glue from pieces of furniture, the effect of the atmosphere on pastel drawings, the detuning of pianos, the deterioration of the quality of information carriers such as audio and video tapes and the like, provided that the custodian has fulfilled his duty of care;
  - o. damage resulting from the loss of keys to furniture, unless they were handed over to the custodian or his staff and this is evidenced by the inventory list;
  - p. damage as a result of the loss of items such as bank notes, coins and medals, valuable paper, precious metals, precious stones, jewellery, documents and collections if it is not stated in the list of contents or any other document signed by the customer and the custodian that these items have actually been deposited. Where the custodian proves that, in the light of the circumstances of the case, the failure to comply with the obligation incumbent on him under Article 12 could have been the result of one or more of the particular risks referred to in paragraph 3 above, it shall be presumed that this has caused the non-compliance, without prejudice to the customer's power to adduce evidence to the contrary;
  - q. heat, cold, temperature differences or humidity of the air provided that the custodian has fulfilled his duty of care. If the custody with the customer's consent only takes place for a short period (three months maximum) in an outdoor container, it is presumed that the custodian has fulfilled his duty of care, subject to evidence to the contrary;
  - r. damage or loss due to pests, insects, fungi, bacteria, viruses and other microorganisms.
2. Damage to the removal items is also excluded from the insurance if it is caused by or results from:
- a. intent, or with the consent of the policyholder or any interested party in payment under this insurance;
  - b. apart from other valuable removal items, a maximum compensation of € 5,000 per event will be granted in the event of theft of personal jewellery during a move within the Netherlands as referred to in Article 4 of the AVVV;
  - c. apart from other removal items, a maximum compensation of € 25,000 per event will be granted for damage to property intended for commercial and professional purposes during a move within the Netherlands as referred to in Article 4 of the AVVV;
  - d. apart from other valuable removal items, in the event of theft of personal jewellery during a move within Europe as referred to in Article 5 of the AVVV, a maximum compensation of 20% of the insured amount per event will be granted;
  - e. apart from other removal items, a maximum compensation of 25% of the insured amount per event will be granted in the event of damage to items intended for commercial and professional purposes during a move within Europe as referred to in Article 5 of the AVVV.

#### **ARTICLE 4 - OTHER INSURANCES**

- 1 Contrary to the provisions of Book 7, Section 961 of the Dutch Civil Code, if damage covered by this insurance also appears to be covered on (an) other policy(/ies), whether or not of an older date, or would have been covered on it if this/these policy(/ies) had not existed, this insurance will be effective as an excess of the other policy(/ies), respectively as a difference in conditions.
- 2 Where the other policy(/ies) contain(s) a provision as in paragraph 1 or of equivalent purport, or where no or partial payment is made with regard to the settlement of a claim on such other policy(/ies), or if the insured wishes to make a claim on this policy for other reasons, insurers will handle the damage and pay compensation to an insured equal to the amount that would have been paid under this policy, if such other policy(/ies) had not existed, in return for which the insured will assign his claim against the insurers of such other policy(/ies) up to the amount of the amount then paid. This also applies in the event that insurers have compensated a claim without obligation.

#### **ARTICLE 5 – TERRORISM-COVERAGE CLAUSE**

For the text of this clause, we refer to the “Terrorism-Coverage Clause Sheet” with the de Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden N.V. (NHT). It is expressly provided that the Terrorism-Coverage Clause Sheet applies if and to the extent that no cover for the terrorist risk is provided pursuant to the Terrorism Clause.

#### **ARTICLE 6 - NUCLEAR REACTIONS, (BIO-)CHEMICAL WEAPONS CLAUSE**

- 1 This clause shall prevail over all other provisions in this insurance contract, which overrides policy provisions and clauses with deviating provisions.
- 2 Damage caused by, occurring during or arising from:
  - a. atomic nuclear reactions, regardless of how the reaction occurred. An atomic nuclear reaction is understood to mean any nuclear reaction that releases energy such as nuclear fusion, nuclear fission, artificial and natural radioactivity. This exclusion does not apply to radioactive nuclides which are located outside a nuclear installation and are used or intended to be used for industrial, commercial, agricultural, medical or scientific purposes, provided that a licence for the manufacture, use, storage and disposal of radioactive substances must be issued by the public authorities. Insofar as a third party is liable for the damage suffered under the law, the exclusion shall remain in full force. Act means the Nuclear Accident Liability Act, i.e. the special statutory regulation of liability in the field of nuclear energy. A nuclear installation is understood to mean a nuclear installation within the meaning of the said Act;
  - b. a chemical, biological, biochemical or electromagnetic weapon.

#### **ARTICLE 7 - SANCTIONS AND RESTRICTIONS ON TRADE**

The insurer is not obliged to provide cover or indemnity under this insurance if this would constitute a breach of sanctions laws and regulations under which the insurer is prohibited from providing cover or paying compensation under this insurance.

#### **ARTICLE 8 - DAMAGE NOTIFICATION**

If damage or loss is found upon delivery of the removal items, the insured must report this to the Accredited Mover at the time of the move. If there is no opportunity to establish any damage to or loss of the removal items upon delivery, the insured must declare this in writing or electronically in advance or at the latest at the time of delivery. It is strongly recommended to avoid damage or missing persons within two working days after the move or delivery to the Accredited Mover in writing or electronically Report.

If the Accredited Mover has not received the aforementioned notification within fourteen days after the move or delivery, he is deemed to have carried out the move without any discernible damage.

#### **ARTICLE 9 - EXTENT OF DAMAGE**

- 1 Determination of the extent of the damage
  - a. Extent of damage

The difference between the value of the insured objects immediately before and immediately after the event or, at the discretion of the insurers, the repair costs of those items determined immediately after the event, which according to the damage experts appointed on behalf of insurers can be repaired, will be considered damage. Further to this, damage is considered to be the amount of a depreciation caused by the event and not remedied by the recovery if it has been determined by the loss adjusters appointed on behalf of insurers.
  - b. Valuation

The value immediately before the event will be the amount of the pre-valuation or the new value. When determining the value immediately after the event, these values will be included where possible. Damage is determined on the basis of current market value for motor vehicles, trailers, caravans, vessels and the associated parts and accessories, as well as for objects with a current value of less than 40% of the new value. Items with an antiquarian or rarity value are reimbursed on the basis of market value. The damage to rented items is determined on the basis of the compensation owed to the lessor.
  - c. Valuation by experts

If parts of the removal items have been valued in advance by experts, this preliminary valuation will apply from



the date of the valuation report for three years.

#### **ARTICLE 10 - COMPENSATION**

In case of entitlement to compensation on the basis of this insurance, this will be paid through the Accredited Mover within 4 weeks after receipt of all the information necessary for the insurers.

#### **ARTICLE 11 - LIMITATION PERIOD**

A legal action against the insurer to make a payment lapses three years after the commencement of the day following the day on which the person entitled to payment became aware of the fact that payment is due and payable, in accordance with the provisions of Book 7, Section 942 of the Dutch Civil Code.

#### **ARTICLE 12 - COMPANY DISTRIBUTION**

The authorised representative - a 100% logistical exchange facility anno 1917 - mentioned in the Guarantee Certificate for Accredited Movers, declares to have signed for the insurers mentioned in the policy and the shares accepted with respect to this.

#### **ARTICLE 13 - DISPUTES**

In addition, the relevant provisions of the AVVV 2025 and the AVBV 2025 apply to any disputes between the insured and the Accredited Mover.

#### **ARTICLE 14 - PRIVACY PROTECTION**

The personal data provided when applying for insurance and any personal data to be submitted may be included in the personal registration maintained by the insurer. This registration is subject to privacy regulations, as well as the code of conduct: "Processing of personal data in the insurance industry".

This code of conduct sets out the rights and obligations of parties involved in the data processing.

#### **ARTICLE 15 - COMPLAINT HANDLING, APPLICABLE LAW AND COMPETENT COURT**

Dutch law applies to this insurance. The District Court of Rotterdam is the competent court with regard to disputes arising from the insurance contract. For complaints arising from the insurance contract, please write to:

- The Organisation for Accredited Movers  
Bredewater 26  
2715 CA ZOETERMEER  
info@erkendeverhuizers.nl
  
- Schouten Zekerheid Makelaars in Assurantiën B.V.  
P.O. Box 8789  
3009 AT ROTTERDAM  
info@schoutenzekerheid.nl
  
- Kifid (Financial Services Complaints Institute)  
P.O. Box 93257  
2509 AN 'S-GRAVENHAGE  
Consumenten@kifid.nl

## Guarantee Certificate Consumer Package Leaflet (IPID)

The consumer information leaflet, also known as “IPID”, applies to household effects within the Netherlands and Europe. This document explains the rights and obligations of the insurance product.

The most current version of the IPID can be downloaded from: [erkendeveerhuizers.nl/algemene-voorwaarden](https://erkendeveerhuizers.nl/algemene-voorwaarden), or by using the QR code below.

Please note: From 1 January 2025, the conditions may change. Any changes will also be published on the abovementioned webpage.





# 8 reasons to move *with an accredited mover*

Moving is a drastic and stressful event for many people. We bid farewell to the known and step into the unknown. Handing over personal belongings is not easy. Accredited Movers understand this like no other, as they carry out tens of thousands of removals every year. Friendly and professional movers will relieve you of any of your worries.

*Not just a transport from A to B,  
but (if desired) an A to Z move*

*Guarantees and insurance  
against damage to protect you*

*Friendly and understanding  
movers are here for you*

*You will be relieved from any  
stress or worries  
while moving*

*Your valuables are in  
professional hands*

*You will save a lot of time  
and energy*

*General terms and conditions  
drawn up with  
the Consumers' Association*

*You feel immediately at home  
in your new house*



These terms and conditions are also listed at  
[www.erkendeverhuizers.nl/algemene-voorwaarden](http://www.erkendeverhuizers.nl/algemene-voorwaarden)

*Zeker bij*  **ERKENDE  
VERHUIZERS**