

## Terms and Conditions in respect of Removals (AVVV 2006)

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These Terms and Conditions in respect of Removals (hereinafter AVVV after the Dutch language initials) of the Association of Recognised Removers have been drawn up following consultation with the Dutch Consumers' Union and the Internal Regulation Monitoring Group (CZ) of the Social Economic Council and shall take effect as from 1 April 2006, version 2010 (amendment article 21, Compliance guarantee).

### **ARTICLE 1 - Definitions**

The following definitions shall apply to these conditions:

- *client*: the person or body commissioning the task and / or that person or body whose removal items are the subject of the removal agreement
- *Recognised Remover*: the contractor recognised by the Dutch Organisation of Recognised Removers, whose official Dutch language name is *Organisatie voor Erkende Verhuizers*, which contractor furnishes the consumer market with professional removal services
- *removal agreement*: the agreement for the transport of goods pursuant to which the Recognised Remover enters into a contractual obligation with the

- client to transport the removal items, be that exclusively within a building or residence, be that only for part of that operation within a building and residence and for another part by road, or be that exclusively by road.
- *removal items*: items located in a covered or uncovered space and that are designed for decorating, furnishing or giving lay-out to that space and as such are already in use;
  - *household effects*: all the removal items, that fall under the removal agreement; money and paper of monetary value are not considered part of the household effects.
  - *private removal*: removing the household effects belonging to a person not as part of the exercise of a profession or trade.
  - *company*: any enterprise or establishment whether or not with independent registration, whether or not seeking to make profit.
  - *Guarantee Certificate*: A Recognised Removers Guarantee Certificate issued by the Organisation of Recognised Removers.
  - *loss arising from delay*: a financial loss arising from the delayed delivery of removal items, as specified under article 6:96 of the Netherlands Civil Code.

## **ARTICLE 2 - Applicability**

1. The AVVV 2006 shall apply to private removals:
  - within a building;
  - or where the mode of transport contemplated is exclusively by road, including transporting the truck on a ferry or by rail within Europe where such be part of the road transport route (for example transport to the UK by ferry or through the Channel tunnel)
  - or a combination thereof.

All of the above in so far as such shall take place within, from or to the Netherlands.
2. Other terms and conditions shall be agreed in respect of removals that are (partly) not to be carried out by road.
3. The AVVV 2006 shall not apply to:
  - private removals overseas;
  - private removals being performed under contract from a third party against the will of the owner of the removal items (cases of expulsion from accommodation);
  - the sale and rental of items used by the client to carry out a removal at the client's own risk and expense.
4. In such case as where, in connection with the removal, temporary storage, or where relevant, longer term storage of the removal items is performed, then the Terms and conditions in respect of Removal items placed in Storage 2006 (referred to as AVBV 2006 after the Dutch language initials) shall apply thereto, in which case these conditions shall be despatched as well together with the offer or no later than as at the time at which the storage agreement shall be furnished to the client. Furthermore the conditions shall be provided immediately when requested. The conditions may be inspected and downloaded on [www.erkendeeverhuizers.nl](http://www.erkendeeverhuizers.nl).

### **ARTICLE 3 - Quotation**

1. The offer shall be submitted in written or electronic form.
2. The offer shall in all cases specify:
  - the operations to be performed by the Recognised Remover
  - the price of the activities (including VAT)
  - the time and way of payment
  - that the household effects shall, during the removal within the Netherlands, be insured for a value not exceeding EUR 100,000 pursuant to article 4 of these conditions
  - that where the household effects are placed in storage as part of the removal within the Netherlands they shall be insured subject to the same conditions as those applicable during the removal
  - in so far as such be known: the date and time of commencement for the removal as well as an overall indication of how long the removal shall reasonably be expected to last
  - that the Terms and conditions in respect of Removals 2006 (AVVV 2006) shall apply. A copy of these terms and conditions (AVVV 2006) shall be despatched together with the offer or shall be furnished to the client no later than as of the conclusion of the removal agreement.
3. The offer shall bear the date of offer and shall retain irrevocable validity for a period of thirty days subsequent to the date of the offer.

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

1. The Recognised Remover has insured the household effects for the client during the removal within the Netherlands for a value not exceeding EUR 100,000 against all losses and material damage to the household effects as further described in the General Insurance Conditions in respect of Private Removal Items (PV05), to the conditions of which reference is made in article 7 of the Recognised Removers Guarantee Certificate.

The household effects are insured on a new-for-old basis, such being understood as that sum that the damage renders immediately necessary so as to purchase new items of the same type and quality.

A sum not exceeding EUR 5,000 shall be payable as compensation for each incident involving theft of personal jewellery.

In a case of damage to items destined for trade and professional use a reimbursement not exceeding EUR 25,000 shall be payable for each incident. Both maximum sums shall be part of the total maximum insured amount.

The client may request the Recognised Remover to conclude supplementary insurance cover at the client's expense for removals outside the Netherlands, temporary storage or, where relevant, longer-term storage for a period exceeding 30 days or for a coverage exceeding the above-mentioned EUR 100,000 figure.
2. In the context of storage undertaken as part of a removal within the Netherlands the household effects are insured for the first thirty days as in the case of a removal. If no further agreements shall have been concluded between the parties the household effects shall continue to be insured (against payment) pursuant to section 1 of this article. When prolonging the storage term the client shall have the choice of keeping the household effects insured (against payment) on the basis of article 4, section 1 of the AVVV or for an insured amount to be agreed upon subsequently. In such case as where the policy (and

where relevant for the modified amount) shall not have been extended, the responsibility of the storage agent shall be limited subsequent to the expiry of the first 30 days of storage shall be limited on the basis of the AVBV (articles 15 and 18).

3. In respect of the extent of the damage the following shall apply:
  - Damage shall be defined as the difference between the value of the insured items immediately prior to and immediately after the incident or, at the insurers' discretion, the repair costs determined immediately after the incident which, in the opinion of the experts, are capable of repair. Damage shall also be defined as covering the amount of decline in value caused by the incident and not resolved by the repair as shall have been established by the experts.
  - The value immediately prior to the incident shall be taken as being that of the preliminary valuation or the new-for-old value. When establishing the value immediately subsequent to the incident account will, where possible, be taken of these values.
  - Loss assessment on the basis of current value shall apply to motor vehicles, trailers, caravans, boats and concomitant parts and accessories as shall be the case for objects whose current value shall be less than 40% of the new-for-old value; objects enjoying a value as an antique or in terms of rarity shall be reimbursed on the basis of market value. Damage to rental items shall be assessed on the amount due to the rental company or individual.
  - In such case as where sections of the removal items shall have been the objection of prior expert appraisal, this prior appraisal shall be assumed to prevail for a three year period commencing from the date of the appraisal.
  - Repairs to remedy damage or replacement of partially mislaid or missing goods shall only be performed after agreement shall have been reached between the client and the Recognised Remover or, where relevant, the claims assessor or the insurer in respect of the damage or after the damage shall have been sufficiently documented.

#### **ARTICLE 5 - Removal Price**

1. The following shall be used to calculate the removal price:
  - an all-in price (the "tender for the job" method), according to which the complete removal is to be performed including value added tax and the agreed elements and operations specified in the second section of this article, such however excluding the unforeseen expenses referred to in the third section;
  - a management price, calculated on the basis of previously agreed tariffs relating to volume and / or distance and / or length of time, according to which the agreed operations and the manner of arriving at the price shall be very precisely defined.

If in response to a client request, an indicative price shall be given, this may not be exceeded by more than 15%.
2. The removal price shall be determined by the following elements and operations of the Recognised Remover, to the extent that such shall have been specified in the removal agreement:
  - transportation including the loading and unloading of the removal items;
  - packing and unpacking of the goods to be transported into and out of chests or boxes, disassembling and reassembling items of furniture;

- operations such as removing, taking away, disconnecting, placing or hanging lamps, curtains, floor coverings, ovens, hearths, sanitary equipment and such further items as may be attached to ceilings, walls, floors and roofs, and disassembling and reassembling a water bed. The Recognised Remover may only undertake these operations on condition that no specific specialised knowledge shall be required for that purpose;
  - the premium payments and insurance amounts payable as referred to under article 4 and the guarantees specified in article 7.
3. Unless otherwise agreed in written or electronic form, the following shall not including in the removal price: charges for using ferries and boats, toll charges payable, parking dispensations and permits, frontier and customs charges and charges reasonably incurred in order to take unforeseen measures in order to look after or to deliver the removal items.
  4. The removal price shall be increased if, pursuant to these conditions, the client shall be obliged to pay the Recognised Remover other charges, or in connection with supplementary services. In cases where fewer services are called for the price shall be reduced. The invoice shall specify details of the departure from the removal price. Supplementary services shall be understood in these conditions as operations to be undertaken by the Recognised Remover in response to the client's subsequent request, such not having been agreed at the time the removal agreement was concluded. Fewer services shall be understood as activities agreed upon at the time the removal agreement was concluded in respect of those about which the Recognised Remover and the client subsequently agreed were not to be performed by the Recognised Remover.
  5. In such case as where no removal price shall have been agreed the Recognised Remover shall be entitled to set a removal price in line with general rules of equity and fairness.

#### **ARTICLE 6 - Agreement**

The agreement shall come into effect:

- as soon as the client shall have advised in written or electronic form of the latter's acceptance of the Recognised Remover's offer;
- where no offer shall have been tendered, as of that moment when the agreement shall be signed by both parties;
- as soon as the client physically places the removal items at the Recognised Remover's disposal for removal purposes.
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#### **ARTICLE 7 - Recognised Removers Guarantee Certificate**

1. In respect of the Recognised Remover's limited liability pursuant to article 8:1182 of the Netherlands Civil Code, the latter shall provide the client with the Recognised Removers Guarantee Certificate specifying the entitlements referred to in section 3 of this article.
2. The Recognised Removers Guarantee Certificate shall be part of these conditions and of the removal agreement. The Recognised Remover shall be obliged to apply for the Guarantee Certificate for removals within the Netherlands for the client and the client shall be obliged to accept the Guarantee Certificate and the rules pertaining thereto as part of the agreement.
3. The Recognised Removers Guarantee Certificate provides the client with the guarantee that:

- a. the Recognised Remover has insured the household effects pursuant to article 4 of these terms and conditions. The Guarantee Certificate shall also act as the insurance policy.
  - b. in such case as where the Recognised Remover under contract shall no longer be in a position to perform the removal for reasons of bankruptcy or protection from creditors the removal shall be performed expeditiously by a Recognised Remover to be designated by the Organisation of Recognised Removers. Consequential damage shall be excluded.
  - c. an initial payment not exceeding 25% of the agreed removal price shall be guaranteed by the Organisation of Recognised Removers, in such case as where the client shall nevertheless cause the removal to be performed by another Recognised Remover. This guarantee shall only apply in combination with situation specified under (b) above of this article, and shall not exceed EUR 1,000.
4. The manner in which the client may file a claim under the Guarantee Certificate is specified in the guarantee provisions of the Recognised Removers Guarantee Certificate. The client shall contact the Organisation of Recognised Removers using written or electronic means for the purpose of filing a claim under the guarantee.

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

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

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

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

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

2. The obligations of the Recognised Remover flowing from the removal agreement shall terminate as soon as the removal items shall have been delivered at the agreed place of destination.

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

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

#### **ARTICLE 11 - Customs formalities**

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

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

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

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

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

1. The client shall be entitled to cancel the agreement. The client shall thereby owe the Recognised Remover compensation. Compensation due for

cancellation less than thirty days prior to the agreed date of removal shall amount to no more than 15% of the agreed removal price. Compensation due for cancellation of between seven and fourteen days respectively prior to the agreed date of removal shall amount to no more than 50% and 75% respectively of the agreed removal price. Compensation due for cancellation of less than seven days prior to the agreed date of removal shall amount to the full removal price.

2. The client shall be entitled to terminate the removal agreement if that party should learn that the Recognised Remover shall not be in a position to perform the removal on the agreed day and time. Shortly after having so learned the termination shall be notified to the Recognised Remover pursuant to section 4 of this article.
3. If prior to or at such moment as the removal items shall be tendered to the removal contractor, circumstances shall present themselves at either of the parties which the other party could not be said to have been aware of at the time of concluding the contract, but which, had that party been cognisant thereof, would have provided reasonable grounds for not entering on in the removal agreement or for so doing so under other conditions, then that other party shall be entitled to terminate the agreement.
4. Termination shall be effected in written or electronic form and the agreement shall terminate as of the instant such be received.
5. Consequent to general rules in relation to equity and fairness parties shall, subsequent to the termination of contract, be obliged to compensate demonstrable damage to the other side. This shall be without prejudice to circumstances as referred to in article 12, section 2 of these conditions. The compensation payment shall not exceed the agreed removal price.

#### **ARTICLE 14 – Payment**

1. The removal price shall be paid in cash as of the moment that the Recognised Remover shall have delivered the removal items at the place of destination, unless otherwise agreed. The client shall pay the removal price when the invoice is tendered and shall receive a receipt thereof from the Recognised Remover.  
Cash payment shall also cover the transfer of the amount owed to a bank or giro account specified by the Recognised Remover as of the moment of delivery or payment by one of the forms of electronic payment recognised by the banks.
2. In such case as where it shall appear to the Recognised Remover that, as of the time that the invoice be tendered, the client is not, or shall not, fulfil his obligation to pay, the latter shall be authorised to cancel the removal or the completion thereof. The Recognised Remover shall then be authorised to proceed to the storage and sale of the removal items, provided that the Recognised Remover shall have obtained a court order referred to under article 8:1194 BW, section 2 of the Netherlands Civil Code.
3. In such case as where it shall expressly have been agreed as of the conclusion of the agreement that payment shall not be made in cash at the time of delivery, but where no payment term shall have been agreed, payment shall be effected within fourteen days receipt of the invoice.
4. The client shall be in default as of the expiry of the payment term. After that date shall have expired, the Recognised Remover shall despatch a reminder to pay and



shall provide the client with the opportunity of making the payment within seven days following receipt of this reminder to pay. If no payment shall not have been made after the deadline for the reminder to pay shall have expired, then the Recognised Remover shall be authorised to levy legal interest as from the expiry of the payment term and to invoice all payment collection charges reasonably incurred by that party outside of legal process.

5. In such case as where the client shall not be identical to the person or entity whose removal items are the subject of the removal agreement, the Recognised Remover shall agree upon special arrangements with the client for the payment of costs flowing from the removal agreement as well as for the delivery if the owner of the removal items shall not himself or herself be contactable for that purpose. If the client shall fail to comply with the client's obligations to pay, the owner of the removal items shall be liable for the removal costs.
6. It shall not be permissible for claims receivable to be set off against payment of the removal price unless parties shall have agreed otherwise in written or electronic form.

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

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

- such assistance in the course of the removal as shall have been provided by the owner of the removal items, members of the latter's family, friends or third parties as shall have been asked by the client to assist in the removal;
  - a choice made by the client – whilst the Recognised Remover had proposed an alternative – of a means of packing or execution of the removal agreement, that shall have differed from the conventional practice applicable to the removal that was agreed upon;
  - the presence amongst the removal items of items of which, in such case as where the Recognised Remover had been notified of their presence and nature by the client pursuant to article 8, then the Recognised Remover would have taken exceptional measures;
  - the nature or the state of the removal items themselves that exclusively by virtue of circumstances related to such nature or state, shall have been exposed to complete or partial loss or damage such as leakage, drainage or melting derived from the other items making part of the household effects, plants dying off; the mislaying of bank papers, monetary instruments of value, precious metals, coins and medals, documents or collections, precious stones, pearls, documents and collections, unless the client shall have separately advised the Recognised Remover thereof prior to the removal, together with a listing of their quantity and value;
  - electrical, electronic or mechanical failing to function or failing to function properly.
4. In such case as where the Recognised Remover shall have demonstrated that that party's failure to comply with an obligation incumbent upon the latter arising out of article 9 might have been a consequence of one or more of the exceptional risks specified as above in section 3, it shall be assumed that the failure to comply was so caused, without prejudice to the client's authority to demonstrate the contrary.
  5. The Recognised Remover shall be responsible for improperly leaving objects behind at the place of loading or improperly removing them from the loading positions in such case as where the Recognised Remover had been expressly cognizant thereof or ought so to have been.
  6. In so far as the client shall fail to manifest himself or herself, shall refuse to take receipt of the removal items or shall not take receipt thereof with the required speed, or to the extent that the removal items shall have been the subject of legal attachment, the Recognised Remover shall be authorised to store these removal items at such appropriate storage facility at the expense and risk of the body or person with legal title. The Recognised Remover shall notify the client as soon as possible in written or electronic form and shall submit a copy of the AVBV 2006 at the same time.
  7. Notwithstanding the effects of this article the Recognised Remover shall not be liable for damage except as shall have been caused by the failure to comply with the latter's obligations referred to in article 9 of these conditions.

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

1. The client shall be liable for the costs and damage that the Recognised Remover shall suffer for not having furnished, or for not having furnished in sufficient fashion, the information referred to under articles 8, 10 and 11, unless such shall not be attributable to the client.

2. Except in cases of force majeure, the client shall be obliged to reimburse damage to the Recognised Remover in such case as where removal agreement shall not have been implemented, or shall not have been implemented pursuant to the agreement where such shall have been caused by the client's agency or negligence. The compensation payable shall not exceed the removal price. Article 13 shall apply to cases of cancellation.
3. Immediately upon so being requested by the Recognised Remover the client shall indemnify the latter in such case as where the latter shall have been sued by third parties not joined to the agreement in respect of claims for damage or financial loss – such to include penalties under criminal law - that shall in any way have been connected with the performance of the removal agreement by the Recognised Remover, the latter's servants and auxiliary personnel. This shall apply in such case as where this damage shall have been caused by the client's agency or negligence in violation of any prescription under law of whatsoever nature, such as the presence amongst the household effects of narcotics, pornographic literature, unlicensed software and suchlike.

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

In such case as where damage shall have been observed as of the delivery of the removal items, the client shall report this in the course of the removal to the Recognised Remover. In such case as where as of the delivery there shall have been no opportunity to observe the removal items the client shall declare such in advance or no later than as of the moment of delivery in written or electronic form. Clients are strongly urged to report damages within two working days subsequent to the removal to the Recognised Remover in written or electronic form. In such case as where the Recognised Remover shall not have received the report specified above within fourteen days subsequent to the removal the latter shall be deemed to have performed the removal without noticeable damage.

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

1. If recourse to the insurance referred to under article 4 of these conditions shall not be feasible, the compensation payment due by the Recognised Remover because of the latter having failed to comply with the obligations incumbent upon the Recognised Remover (article 9) shall be limited under article 8:1182 of the Netherlands Civil Code (EUR 23,000 for the total set of household effects).
2. In such case as where the Recognised Remover shall have undertaken to remove more than one set of household effects, then the liability referred to in the first sentence shall apply to each set of household effects.
3. The Recognised Remover may not allege any restriction upon the latter's liability to the extent that the damage shall have arisen by the latter's own agency or negligence, or shall have arisen as a consequence of an intention to cause damage, or flowing out recklessness and with the knowledge that such damage might well so result.
4. Damage to household effects less than or equal to EUR 50 shall be borne by the client, and for damage to household effects exceeding EUR 50 the Recognised Remover may be held liable for the entire amount, without prejudice to the provisions in the other sections of this article.

5. All claims based upon the removal agreement or linked to this shall expire one year after the delivery of the removal items pursuant to the Netherlands Civil Code.

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

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

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

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

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

1. The Organisation of Recognised Removers guarantees the compliance with the binding recommendations by its members, unless the member has decided to put the binding recommendation for assessment before the Courts within two months after the issuance of such. This guarantee will come back into force if the binding recommendation is upheld by the Courts, and the judgement containing this ruling has become final and conclusive. Up to a maximum amount of € 10,000 per binding recommendation, this amount will be paid by the Organisation of Recognised Removers to the client. For amounts over € 10,000 per binding recommendation, an amount of € 10,000 will be paid to the client. For any sum in excess of that, the Organisation of

Recognised Removers has an obligation to perform to the best of its ability to ensure that the member complies with the binding recommendation. This obligation to perform to the best of its ability means the client will also be given the option of ceding the claim to the Organisation of Recognised Removers, after which this organisation shall, in its own name and at the expense of the Organisation of Recognised Removers, take legal steps to secure the payment of such as damages for the client.

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

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

#### **ARTICLE 22 – Applicable law**

The Law of the Netherlands shall apply to agreements concluded, modified or complemented on the basis of the AVVV 2006 unless paramount rules should dictate other Law.

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

Amendments to these conditions may only arise in consultations with the Dutch Consumers' Union, whose legal Dutch name is *Consumentenbond*. In case of such amendments these will take effect one month after having been published by the Organisation of Recognised Removers, which shall assume the obligation to make known such amendments as soon as they shall have been decided.

#### **ARTICLE 24 – Short title**

The Terms and Conditions in respect of Removals 2006, whose official Dutch language title is *Algemene Voorwaarden voor Verhuizingen 2006*, may be referred to as AVVV 2006.