

# DEPOSIT AGREEMENT WITH A POSSESSORY PLEDGE AND PARTNER STATEMENT

## The parties

- A. Accredited Mover .....(name of company), having its registered seat at .....  
and with offices at the address ..... (hereinafter: depositee);
- B. Mr/Ms : ..... (hereinafter: depositor/client)  
residing at : ..... (address, postcode, place)  
declares : to be married/a registered partner (partner co-signs, see item 14)  
not to be married/a registered partner

## have agreed (check boxes that apply):

- The depositor declares to have deposited with the depositee and haven given control to the depositee of, as the depositee declares to have received as a deposit and to have been given control of:  
please refer to the initialled list of items attached tot this agreement  
.....(goods according to file number .....)
- The depositee shall store the depositor's goods in its storage location .....  
at .....(address) for the following period:  
Start date ..... End date .....
- The depositee undertakes in respect of the depositor to manage the goods as a due and proper depositor and to look after the storage and maintenance of the goods as a due and proper depositor.
- The deposit of the aforementioned goods shall take place at a deposit charge of € ..... (incl. VAT).  
weekly monthly quarterly annually .....
- The costs of acceptance and return (entry and exit) of the goods amounts to € .....(incl. VAT).
- The payment method of the deposit charge is set down in a quotation attached to this agreement. The depositor has received a copy of the quotation and has agreed with the stated terms of payment.
- The deposit charge and the additional costs of this agreement are paid in advance in arrears  
weekly monthly quarterly annually .....
- The depositor/client must make sure that during the custody period, the goods, stored at .....,  
are insured in accordance with article 13 of the General Terms and Conditions for the Deposit of Removal Items (AVBV 2025) against risks for which the depositee is not liable or that exceed the depositee's liability.
- As an additional security for the payment of the depositee's claim against the depositor on account of this agreement, the depositor irrevocably pledges to the depositee the goods as defined in article 1 of this agreement.
- Such pledge cannot be cancelled or terminated prior to full settlement of the claim on account of this agreement.
- The right of possessory lien against the goods given into custody shall only be exercised by the depositee if the deposit charge on the three-month period has not been paid and in compliance with the provisions in article 14 section 5, 6 and 7 of the General Terms and Conditions for the Deposit of Removal Items (AVBV 2025).
- The 2015 General Terms and Conditions for the Deposit of Removal Items (AVBV 2025) (hereinafter: AVBV 2025) apply to this agreement on the proviso that in case the provisions from the AVBV 2025 should be in conflict with the provisions from this agreement, the provisions from this agreement take prevalence over the provisions from the AVBV 2025.
- The depositor has received a copy of the AVBV 2025 and has agreed to its application.
- If the goods given into custody comprise household furniture and the depositor is married/registered as a partner, the permission of the other spouse/partner is hereby granted with regard to their pledging.

## Extended storage Warranty certificate

Your household effects are insured during the removal up to an amount of at least € 100,000 (in the event of a removal within the Netherlands) or the amount specified by you specified by you in writing (if moving within Europe) for material damage to or loss of the household effects, as further described in the AVVV 2025 and in the General terms and conditions for Personal goods being relocated (PV05). In the event of storage as part of the removal, the household effects are insured for the first 12 months (for a removal within the Netherlands) or 30 days (for a removal within Europe) after the moving date is insured as if moving. If after the expiry of the applicable period the insurance as referred to above (possibly for an amended amount) is not continued, then storage after that period shall be on the basis of the 2025 AVBV.

Duly agreed and drawn up in duplicate on:..... te .....

The permission (item 14) is hereby demonstrated by the signature of the depositor's spouse/partner.

Signature depositee

Signature depositor

Signature spouse/registered partner

Name .....

Name .....

Name .....

# 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 an 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 any 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 a general security for 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(i) 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 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 breakage 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, fracture, 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.