

BRUXELLES-PROPRETÉ



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# GENERAL TERMS AND CONDITIONS

**REGIONAL AGENCY FOR CLEANLINESS - MAY 2023 VERSION**

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## GENERAL TERMS AND CONDITIONS

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## I. Definitions

In these General Terms and Conditions, the following definitions are used:

**Service Provider:** l'Agence Régionale pour la Propreté (the Regional Agency for Cleanliness), whose registered office is located at 1150 Brussels, avenue de Broqueville, 12;

**Customer:** any natural or legal person (other than a consumer) producing or holding non-household waste who enters into a contract with the Service Provider or requests a quotation from it for this purpose;

**Parties:** the Service Provider and the Customer;

**Contrat:** any non-household waste collection contract to which these General Terms and Conditions apply;

**General Terms and Conditions:** these General Terms and Conditions of the Service Provider, also available on the website [pro.arp-gan.be](http://pro.arp-gan.be);

**Legal Provisions:** the requirements of the legislation applicable in Belgium, including the Ordinance of 14 June 2012 on waste and the Decree of the Government of the Brussels-Capital Region of 1 December 2016 on waste management, with all amendments thereto;

**Conditions for Acceptance:** the conditions that the waste must meet, as communicated by the Service Provider, in particular on the website [pro.arp-gan.be](http://pro.arp-gan.be). These are the requirements relating to the nature, characteristics, composition and extent of the waste, the containers and the way in which the waste must be presented;

**Waste:** any substances or objects, of a non-household nature and excluding hazardous materials, which the Customer discards or intends to discard with a view to disposal, which are presented to the Service Provider in execution of a Contract concluded between the Parties or forming the subject of a quotation for this purpose;

**Collection Equipment:** any equipment, such as Containers, Large Containers, Compactors, PRO bags and other receptacles, intended for the collec-

tion, sorting, temporary storage and transport of waste;

**Container:** an item of Collection Equipment whose volume is expressed in litres, with a maximum capacity of one thousand one hundred (1,100) litres, which is rigid, which may or may not have wheels and which is emptied into a rubbish truck;

**Large Container:** an item of Collection Equipment whose volume is expressed in cubic metres, whose capacity is greater than five (5) cubic metres, which is rigid and which is transported by a container truck;

**Services:** all goods and services forming the subject of a Contract between the Customer and the Service Provider or of a quotation for this purpose.

## II. Scope

1. These General Terms and Conditions govern the relations between the Parties, including the quotations of the Service Provider. They apply to all Services. They supersede, take precedence over and cancel any other previous general terms and conditions governing the relations of the Parties. They take precedence over the Customer's terms and conditions, even if these state that they alone are valid.
2. The Customer is deemed to have read the General Terms and Conditions on receipt of the quotation and to consent thereto by signing the quotation or the Contract to which the General Terms and Conditions apply.
3. The Service Provider reserves the right to modify or supplement the General Terms and Conditions unilaterally. These modifications will be communicated by email to the Customer in advance and will enter into force on the date set by the Service Provider. In the absence of a response from the Customer within fifteen (15) calendar days, the said modifications will be deemed to have been accepted. Any responses to modifications to the General Terms and Conditions must reach the Service Provider by registered letter addressed to the registered office. If the Customer refuses the application of the modified or supplemented General Terms and Conditions, the contract will be automatically and immediately terminated.
4. The General Terms and Conditions and the Conditions for Acceptance may



be consulted at any time on the Service Provider's website [pro.arp-gan.be](http://pro.arp-gan.be).

### III. Conclusion of Contract

5. Quotations and Contracts are drawn up based on data provided by the Customer. The Customer guarantees the accuracy and completeness of this data, including the description of the waste and its non-household and non-hazardous character.
6. Quotations are valid for one (1) month from their date of issue. After this period, the Service Provider reserves the right to modify its quotation.

Any modifications made by the Customer to the Service Provider's quotation are only valid on condition that the latter has expressly accepted them in writing.

7. The signing of a Contract or the acceptance in any form whatsoever of any other equivalent contractual document, including the quotation, constitutes a firm and definitive commitment by the Customer.
8. The Customer will be represented at the conclusion and signing of the Contract by one or more authorised persons.

### IV. Duration and end of Contract

9. The Contract takes effect on the date of signature by both Parties and, unless expressly stated otherwise, is concluded for a minimum period as mentioned below, from the start date of the Services mentioned therein:

- For Containers and bags, for a minimum period of twelve (12) months;
- For Compactors and/or Large Containers, for a minimum period of thirty-six (36) months.

The minimum contract duration in the case of a quotation for a fixed period of less than one (1) year will be specified in the quotation / Contract and will take precedence over the General Terms and Conditions.

10. The Contract will be extended on each expiry date by tacit agreement for

a period equivalent to the initial duration thereof, unless one of the Parties gives written notice to the other Party by registered letter addressed to the registered office to terminate the Contract, at least three (3) months before each expiry date.

11. Should one of the Parties enter a state of bankruptcy, manifest insolvency, is dissolved or is in liquidation, the other Party may decide to terminate the Contract immediately, without formal notice and without prejudice to its right to compensation, provided that it informs the other Party by registered letter addressed to the registered office.
12. In the event of a serious breach by the Customer of a contractual obligation, the Service Provider is entitled to terminate the Contract immediately, without formal notice or warning and without compensation. In this case, the Customer is automatically liable to pay a fixed amount in compensation equal to half of the amounts that would have been due for the provision of the Collection Equipment and the collection of waste if the contract had been carried out until its next expiry date, with a minimum of one thousand five hundred euros (€1,500) including VAT, without prejudice to the possibility for the Service Provider of claiming full reimbursement of the damage actually suffered.
13. If the Contract is terminated, the Customer is obliged to retain and/or take back and process the waste described in the Contract, at its expense and risk as from the date of termination, and may not use the Collection Equipment any longer. The Customer is also required to return the Collection Equipment to the Service Provider, in accordance with Article 47.

### V. Price of Services

14. The agreed prices are in euros and exclusive of VAT.
15. The Service Provider has the right to adjust the prices in accordance with the following revision formula:

$$P = P_o \times [(S \times 0,70)/S_o + 0,30 (=F)]$$

where



- P = revised price;
- Po = quotation/Contract price;
- S = salary costs, set on the basis of the regulations applicable to the Service Provider (+ social security), in the month preceding that of the revision request;
- So = salary costs, set on the basis of the regulations applicable to the Service Provider (+ social security), in the month preceding that of the quotation;
- F = non-revisable component including fixed costs and profit.

The adjusted prices will be communicated by email to the Customer and will become applicable on the date set by the Service Provider.

- Without prejudice to the provisions of Article 15, the Service Provider may propose a price adjustment to the Customer in response to any change in circumstances which makes the performance of the Contract more onerous; such an adjustment may not become applicable until the expiry of a period of six (6) months following the date of signature of the Contract by both Parties. An increase in the costs of the services offered (for example: processing costs, taxes, the price of raw materials, energy costs, etc.) is considered a change in circumstances.
- The prices adjusted in accordance with Article 16 will be sent by email to the Customer, who then has a period of one (1) month to reject this new quotation. In the absence of any response from the Customer within this period, it will be deemed to have accepted the new prices, which will become applicable on the date set by the Service Provider. Any responses to modifications to the prices must reach the Service Provider by registered letter addressed to the registered office. If the Customer rejects the application of the new prices, the Contract will be automatically and immediately terminated.
- The Service Provider reserves the right to adjust the Contract in the event of a change in the frequency of collection, collection days and/or schedules, average weight or other factors that have an influence on the Services provided (for example: an increase in the quantities collected, new sorting rules,

etc.), whether or not the Service Provider has been notified of such changes by the Customer in advance. In such a case, the Service Provider will adjust the Contract and invoice accordingly, with effect from the date it sets (starting from the period during which the changes were observed or the Customer's notification occurred, or from some other date). The Service Provider will give notice of the adjusted Contract by email to the Customer, which has a period of one (1) month to reject the adjustment. In the absence of any response from the Customer within this period, it will be deemed to have accepted the adjusted Contract, which will become applicable on the date set by the Service Provider. Any responses to modifications to the Contract must reach the Service Provider by registered letter addressed to the registered office. If the Customer rejects the modification of the Contract, the Contract will be automatically and immediately terminated.

## VI. Performance of the Services

- The Customer acknowledges that it has read and understood the instructions appearing in the Conditions for Acceptance and undertakes to comply with them throughout the duration of the Contract. In the event of any doubt about the interpretation of the Conditions for Acceptance, the Customer must immediately request instructions from the Service Provider.
- On the conclusion and throughout the duration of the performance of the Contract, the Customer undertakes to comply with the Legal Provisions in force regarding waste management as well as with the provisions of the Contract, including these General Terms and Conditions, which the Customer acknowledges that it has taken note of beforehand.
- The Service Provider is not required to collect waste that is not in an item of Collection Equipment provided for this purpose, or if the Collection Equipment is not used in accordance with the Conditions for Acceptance (for example: non-compliant waste type, excessive weight, risk of overturning or of the waste becoming scattered during the handling of the Collection Equipment by the Service Provider, etc.). If the Service Provider nevertheless collects this waste, the price of collecting, transporting and processing this additional and/or non-compliant waste will be invoiced to the Customer together with a surcharge for unauthorised collection. The Service Provider also reserves the right to return to the Customer, at the latter's expense, any non-compliant waste it has collected.





- In the case of Compactors, the Agency reserves the right to accept non-compliant waste subject to payment by the Customer of the costs incurred for its legal disposal.
  - In the case of Large Containers with non-compliant waste, the Agency reserves the right to either return such waste to the Customer (with transport costs borne by the Customer), or to accept it subject to payment by the Customer of the costs incurred for its legal disposal.
  - Where non-compliant waste is presented in the context of quotations for a fixed period of less than one (1) year, the Agency may also invoice the Customer a surcharge of ninety (90) euros per hour or part-hour of work.
22. The Customer will enable the Service Provider to place the Collection Equipment and perform the Services. The Customer is required to leave the waste at the agreed location. Each item of Collection Equipment must be accessible and arranged in such a way that emptying and/or removal can be carried out easily and in complete safety.
  23. Non-collection due to non-compliance with the Conditions for Acceptance and/or a lack of accessibility will have no effect on invoicing and the amounts payable by the Customer and may not give rise to any liability for compensation on the part of the Service Provider.
  24. The Customer accepts that it is liable for all the breaches referred to in articles 21 and 22, especially when they are recorded photographically by Service Provider's personnel; however, proof of this type is not mandatory. The Service Provider will send a copy of this photograph, or any other piece of evidence, at the same time as the invoice relating to these collections.
  25. In the event of Customer's closure for holidays of at least fourteen (14) calendar days and provided that the Service Provider has been notified by email to [pro@arp-gan.be](mailto:pro@arp-gan.be) or via the My Pro Zone customer portal at least one (1) month in advance, the frequency of collections and invoicing will be adjusted
  26. The Service Provider will decide on the organisation of the Services (frequency of collections, collection days and times, etc.) depending on the type

and volumes of waste.

27. Any complaint regarding collections must be made by telephone on 0800 988 77, by email to [pro@arp-gan.be](mailto:pro@arp-gan.be), or via My Pro Zone. Any complaint must be submitted no later than the day after the calendar day on which the collection was scheduled, under penalty of foreclosure of the Customer's right to claim a breach of Contract.

## VII. Service Provider's liability

28. The Service Provider is only liable in the event of fraud or gross misconduct.
29. In any event, the Service Provider's liability is limited exclusively to any direct damage and may not under any circumstances be engaged in the event of indirect damage such as commercial loss on the part of the Customer.
30. The Service Provider's liability is covered by liability insurance. Compensation for damage suffered by the Customer will be limited to the compensation paid by the Service Provider's liability insurance. The Service Provider's liability is limited in all cases to the amount invoiced to the Customer by the Service Provider in connection with the performance of the Contract over a period of twelve (12) months preceding the event that caused the damage. In addition, in any event, whatever the circumstances, the Service Provider's liability is limited to fifty thousand (50,000) euros including VAT.
31. Without express prior written consent of the Service Provider, Services will not be provided during public holidays.
32. The Services may be suspended and/or postponed in the event of inaccessibility, and/or in the event of force majeure such as exceptional weather conditions, disturbances, strikes, natural disasters, accidents, measures taken by the public authorities or lockdowns, and/or late delivery or non-delivery by suppliers (including waste processing companies and suppliers of vehicles, fuel, energy sources, water, etc.), transport problems, fire or breakdowns at the premises of the Service Provider and/or its suppliers; the foregoing list is not exhaustive. Any use by the Service Provider of its rights as set out in this article will exclude any right of the Customer to compensation.



33. The Customer alone will be liable for any damage resulting from the presentation of waste in a manner not compliant with the Legal Provisions, the General Terms and Conditions, and/or the Conditions for Acceptance.

## VIII. Payment

34. The Customer may receive invoices in electronic format (Zoomit, Doccle, email, etc.) or on paper according to its choice, as specified in the Contract. However, sending a paper invoice will entail an administrative charge as specified in the Contract.
35. The Customer alone is responsible for its contact details for the sending of invoices. The Customer must immediately inform the Service Provider of any change in its name, address, registered office, or legal form by email to [pro@arp-gan.be](mailto:pro@arp-gan.be) or via the My Pro Zone portal. In the absence of other valid information provided by the Customer, invoices will be sent in paper format to the Customer's registered office, as recorded in the Crossroads Bank for Enterprises, at its expense.
36. Invoices are payable on the due date mentioned therein. Duly substantiated notification of any dispute relating to an invoice must reach the Service Provider by email to [pro@arp-gan.be](mailto:pro@arp-gan.be) no more than twenty-one (21) calendar days after the invoice date. After this period, any complaint will be considered late, and the invoice will be payable in full. Notification of a complaint does not in any way exempt the Customer from its obligation to pay.
37. If the payment deadline set in Article 36 is not complied with, the Service Provider is entitled, automatically and without notice, to the payment of:
- late payment interest calculated at the rate set pursuant to the Law of 2 August 2002 on measures to prevent late payment in commercial transactions.
  - fixed compensation of ten percent of the amount of the unpaid invoice or invoices, with a minimum of fifty (50) euros, without prejudice to its right to reimbursement of the actual damage incurred if it exceeds this fixed amount.
38. If the payment deadline stipulated in Article 36 is not complied with, the Service Provider may suspend the performance of its contractual obligations

(such as waste collection), until the Customer has paid its invoices in full. In addition, failure to rectify the financial situation, despite a payment reminder, within fourteen (14) calendar days, will constitute a serious breach of contract referred to in Article 12.

39. Furthermore, any failure to pay an invoice on its due date will immediately and automatically render the balance of all other invoices payable, whether or not due.

## IX. Provision of Collection Equipment

40. Without express prior written consent of the Service Provider, the Customer is only authorised to use the Collection Equipment made available by the Service Provider for the waste covered by the Contract.
41. All Collection Equipment made available by or on behalf of the Service Provider, excluding all bags and small twenty-five (25) litre containers for food or kitchen waste, is and will remain its property (or that of its subcontractor).
42. Containers, Large Containers and Compactors that are the property of the Service Provider (or its subcontractor) are made available to the Customer under the latter's responsibility. It is up to the Customer to maintain them with due and reasonable care. In the event of loss or excessive wear, destruction or damage due to improper use, the Customer is required to have the containers repaired or replaced; the costs of such replacement or repair, as specified in the Contract, will be the Customer's responsibility.
- For Compactors and Large Containers, standard maintenance is covered by the Service Provider in the hire charge. The Customer is responsible for any additional work.
43. In the event of theft or an act of vandalism affecting a Container, Large Container or Compactor of the Service Provider (or its subcontractor), the Customer must send the Service Provider proof by email to [pro@arp-gan.be](mailto:pro@arp-gan.be) proof that the incident has been reported to the police within eight (8) calendar days of the discovery of the theft or the act of vandalism; failing this, the Customer will be held personally responsible and the said Collection Equipment will not be repaired or replaced free of charge.



44. The Customer will pay any charges or fines that result from the placement and/or contents of the Collection Equipment (whether compliant or non-compliant) and indemnifies the Service Provider against any damage in this respect.
45. The Customer may not under any circumstances use or move Collection Equipment made available by the Service Provider to a collection address other than that appearing in the Contract, without express prior written consent of the Service Provider.
46. The Customer is not authorised to sell or hire out the Collection Equipment made available by the Service Provider or to make it wholly or partially available for use by one or more third parties in any way, or to have it emptied by a third party. Failure to comply with this provision by the Customer constitutes a serious breach of contract as referred to in Article 12.
47. At the end of the Contract, the Customer is required to immediately return the Collection Equipment to the Service Provider (or its subcontractor); the Collection Equipment must be empty, clean and in good condition. The Service Provider will take back the Collection Equipment of which it is the owner without formal notice. All related costs, including those related to recovery, repair (in the event of damage) and/or replacement (in the event of non-return), as specified in the Contract, will be payable by the Customer.
- In the event that the Customer requests the repair, replacement and/or
48. change of Collection Equipment other than bags or small twenty-five (25) litre containers for food or kitchen waste during the period of validity of the Contract, return and delivery costs as mentioned in the Contract will be charged for each item of Collection Equipment.
- Small twenty-five (25) litre containers for food or kitchen waste will be delivered to the Customer by the Service Provider, at the rate mentioned in the
49. Contract, and after receipt of payment of the invoice.
- Bags will be delivered to the Customer by the Service Provider in complete
50. rolls, at the rate mentioned in the Contract, and after receipt of payment of the invoice.

## X. Personal data

51. The Service Provider will collect and process personal data relating to the Customer in full compliance with the provisions of the Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR).
52. Personal data will be collected from the Customer for the following purposes: the provision and execution of services, invoicing and monitoring of payments relating to the Contract and the provision of information relating to the operation of the service.
53. The Customer's personal data may be transferred, for operational needs related to the Contract, to third-party processors of the Service Provider (partners, carriers and/or manufacturers). The list of these third parties may be obtained on request by emailing the following address: [pro@arp-gan.be](mailto:pro@arp-gan.be).
- Personal data will not be transferred to other third parties or for purposes other than these.
54. Provided that the Customer expressly authorises it, the Service Provider may also use the Customer's personal data for direct marketing purposes. The Customer may withdraw this authorisation at any time by sending a request by email to the following address: [pro@arp-gan.be](mailto:pro@arp-gan.be).
55. Collected personal data of the Customer relating to the provision of services and the associated invoicing/payment will be kept for a period of 10 years after the last business contact with the Customer, in accordance with the requirements of the Ordinance of 23 February 2006 on the provisions applicable to budgeting, accounting and auditing. This period may be extended in the event of a dispute, until the expiry of the last appeal period. The other personal data of the Customer relating to the Contract, and in particular the details of contact persons, will be kept for the duration of the execution of the Contract. The Customer may at any time make a request to the data controller to suspend processing or delete data by email to [dpo@arp-gan.be](mailto:dpo@arp-gan.be).





- 56. The method and place of processing of personal data and the rights of the Customer are set out in the privacy policy on the Service Provider's website ([pro.arp-gan.be](https://pro.arp-gan.be)).
- 57. The data controller is the Service Provider.

#### **XI. Notifications**

- 58. Without prejudice to the other provisions of these General Terms and Conditions, notifications will be sent by the Customer to the Service Provider by email to [pro@arp-gan.be](mailto:pro@arp-gan.be).
- 59. In the absence of a provision to the contrary, any notification that has not been brought to the attention of the Service Provider in accordance with this provision will be unenforceable against it, and the Customer will remain bound by all obligations arising from the Contract.

#### **XII. Applicable law and jurisdiction**

- 60. These General Terms and Conditions are subject to Belgian law.
- 61. The courts of the judicial district of Brussels have sole jurisdiction to settle any dispute arising from the formation, performance or interpretation of the Contract.

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# **OUR SALES TEAM**

# **IS HERE TO HELP YOU**

## **WITH THE MANAGEMENT OF YOUR COMMERCIAL WASTE**