



General Terms and Conditions governing the fulfilment of customs formalities by bpost

The General Terms and Conditions below apply from 31 May 2021.

Contents

I. Definitions	2
II. Scope	2
III. Taxes and charges	3
IV. Acceptance of the General Terms and Conditions and the creation of the agreement	3
V. Duties of the parties.....	3
VI. Liability of the parties	4
VII. Procedure for filing a complaint	4
VIII. Applicable law and competent courts	5
IX. Protection of personal data	5
X. Processing of Personal Data	5



I. Definitions

Under these General Terms and Conditions, the following terms have the following meanings:

Pick-up Point: (1) a post office or (2) a post point or (3) a parcel point or (4) a parcel locker;

Excise goods: Goods on which excise is imposed. Excise goods include but are not limited to:

- a. beer;
- b. wine and intermediate products (such as sherry or port);
- c. other alcoholic products (such as distilled liquor also known as: strong drink);
- d. tobacco products (such as cigarettes, cigars and pipe tobacco);
- e. mineral oil (such as petrol, diesel and LPG);

General Terms and Conditions: these General Terms and Conditions governing the fulfilment of customs formalities by bpost as amended from time to time;

GDPR: Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

Handling: the pick-up, sorting, conveyance and delivery of Shipments by bpost on the instruction of the sender;

bpost: the limited company under public law, with registered office at Centre Monnaie, 1000 Brussels, Belgium, Brussels companies register, VAT BE 0214.596.464;

VAT: value added tax, which is calculated on the basis of the Customs Value of the Good, plus the import duties, excise duties and other charges;

Services: the services that bpost offers to fulfil Customs Formalities (as part of the Handling by bpost of the Shipments) that are subject to the present General Terms and Conditions;

Direct Representation: The representation by bpost in the name and at the expense of the Addressee for the fulfilment of Customs Formalities;

Customs: the General Administration of the Customs and Excise;

Customs Formalities: the formalities that must be fulfilled to enable the free circulation of the Goods in the EU;

Customs duties: the amount of import or export duties and all additional taxes in the event of import, calculated in accordance with the applicable customs and tax laws;

Customs representation: the representation of an Addressee for the Customs, by means of either Direct Representation or Indirect Representation;

Customs Value: the customs value is the taxable base for the applicable of the Customs Duties and is calculated on the basis of the value of the Goods that is stated on the postal customs document or on the invoice plus any shipping charges;

Single Administrative Document (SAD): proof of customs clearance;

EU: the European Union and its member states when the Shipment is shipped;

Addressee: the natural person or legal entity to whom the Shipment is addressed and should be delivered;

Good or Goods: all items, being material objects, that may be included in a Shipment;

Goods Code: the product-specific code that is used to classify Goods and determine the applicable costs in the event of import, by virtue of the customs laws;

Indirect Representation: the representation in the name of bpost but at the expense of the Addressee for the fulfilment of Customs Formalities;

Import Duties: duties that are collected on behalf of the EU. The tariff depends on the type of Goods and is determined in accordance with the goods nomenclature established by the EU and the Goods Code found therein;

Customer: any natural person or corporate body that concludes an agreement with De Post-La Poste with regard to the Home Pick-Up Service.

Delivery Note: a delivery note may be created on the request of the Customer;

Non-commercial Shipment: a Shipment between two consumers;

Non-tax Territories: the specially designated territories that are not part of the EU VAT Area. These areas are listed on the website of the Federal Government https://finance.belgium.be/en/customs_excises/private-individuals/member-states-and-tax-territories;

Postal Legislation: the Belgian act reforming some economic state companies of 26 March 1991 and the Belgian act on postal services of 6 December 1971 and their respective implementation decrees, as adapted from time to time;

Regularisation File: a file that is created in the event of overpayment or underpayment of taxes and charges (as set out in chapter III, point 1);

Transit: the conveyance of a Shipment under customs supervision containing Goods that are not yet in free circulation;

Transit Declaration: the special declaration that may be created in the event of Transit;

Transit Time: the time that elapses between when a Shipment is made available to the shipper and the delivery to the Addressee;

Exempted Shipments: Non-commercial Shipments from a non-EU member state, with a total value of no more than €45 (art. 25-27 of Council Regulation (EC) No. 1186/2009, art. 44 of Royal Decree No. 7 concerning VAT).

Working Day: every calendar day except for Saturdays, Sundays, any legal public holidays and the inactivity days determined by bpost and announced on the website of bpost (www.bpost.be);

Shipment: any addressed postal shipment from a country that does not belong to the customs, VAT or excise area of the EU and for which the Addressee asks bpost to fulfil the customs formalities.

II. Scope

1. These General Terms and Conditions are effective from the aforementioned date and apply to the Services offered by bpost.
2. If special terms and conditions of bpost provide for specific rules concerning the Services, those rules will also apply to



the offer and provision of those Services. The general or special terms and conditions of the Customer or of other parties than bpost are never applicable to the provision of the Services.

3. The applicable General Terms and Conditions and the applicable tariffs may be obtained or viewed:
 - (i.) on the website of bpost (www.bpost.be);
 - (ii.) at the post points and, where applicable, other places designated by bpost; or
 - (iii.) by any other means of communication that bpost deems useful.
4. These General Terms and Conditions are drawn up in Dutch, French and English.
5. The Customer may contact the Service Center of bpost by calling 022 01 23 45 or visit the bpost website (www.bpost.be) for all additional information and queries.

III. Taxes and charges

1. The taxes and charges payable by the Customer to the Customs in the event of the import of non-Exempted Shipments comprise:
 - (i.) Customs Duties: these are collected on Shipments with a value of more than €150 and on Shipments of alcoholic products, perfumes and eau de toilette, tobacco and tobacco products, which are not exempt from Customs Duties, regardless of their value (art. 23 and 24 of Council Regulation (EC) No. 1186/2009).
 - (ii.) VAT: this will be collected on all Shipments from a non-EU member state and from Non-VAT Territories of the EU, regardless of the value of the Shipment, with the exception of Non-Commercial Shipments with a value less than €45;
 - (iii.) any excise duties;
 - (iv.) any fines, interest and/or charges imposed by Customs or other competent bodies (including but not limited to the police, FASFC and BIPT).
2. The charges payable by the Customer to bpost in the event of the import of non-Exempted Shipments comprise:
 - (i.) €15 for fulfilling customs formalities for non-Exempted Shipments with a maximum value of €150;
 - (ii.) €32 for fulfilling customs formalities for non-Exempted Shipments with a value of more than €150;
 - (iii.) €32 for the creation of a Transit Declaration or a Delivery Note;
 - (iv.) €45 for the presentation of the Shipments for a phytosanitary import check or for the creation of extra documents;
 - (v.) €85 for filing regularisation files.
3. The Single Administrative Document (SAD) will be sent to Customers subject to VAT once the payment has been

received. This applies only if the VAT number is stated in the address details of the Addressee.

IV. Acceptance of the General Terms and Conditions and the creation of the agreement

If bpost receives a Shipment for which Customs Formalities must be fulfilled, the Addressee gives bpost explicit permission for each Shipment separately to bring the Shipment into free circulation of the EU by means of Direct Representation or Indirect Representation. By granting this explicit permission, the Addressee agrees without reservation to all stipulations of these General Terms and Conditions, which the Addressee is deemed to have read before giving bpost this explicit permission.

V. Duties of the parties

1. Obligations of the bpost

- 1.1 bpost undertakes to:
 - (i.) provide the Services in accordance with applicable laws and regulations;
 - (ii.) provide access to the Goods or the requested data if the Customs or another authority so requests this in connection with a (security) check or for another reason;
 - (iii.) collect the Import Duties, VAT and any excise duties from the Customer and transfer them to the relevant authority;
 - (iv.) comply with the applicable laws and regulations regarding personal data (see also chapters IX and X of these General Terms and Conditions).

2. Obligations of the Customer

- 2.1 The Customer undertakes to provide bpost with the correct and full information and documentation bpost deems necessary to provide the Services, as well as to present additional information and useful documents to the Customs or other authorities if requested to do so.
- 2.2 The Customer confirms that all applicable laws and regulations with respect to customs, import, export, embargo and other applicable laws and regulations have been complied with.
- 2.3 The Customer undertakes to settle all charges and/or taxes applicable to the Shipment (as set out in chapter III above) without reservation and immediately on the request of bpost.



VI. Liability of the parties

1. Liability of bpost

1.1 Under these General Terms and Conditions, bpost cannot be held liable for loss or theft of or damage to a Shipment. In the event of loss or theft of or damage to a Shipment, the Addressee/Customer should contact the sender of the Shipment.

1.2 bpost is not liable to indemnify or reimburse VAT, customs duties or administrative charges already paid by the Customer in the event of:

- (i.) loss or theft of or damage to the Shipment;
- (ii.) an incorrect calculation of taxes and charges (as set out in chapter III above) as a consequence of incorrect or incomplete information provided to bpost by or on account of the Customer;
- (iii.) seizure, confiscation or withholding of the Shipment by a competent body (including but not limited to the police, Customs FASFC and BIPT).
- (iv.) failure to pick up the Shipment at a Pick-up Point in time;
- (v.) a Shipment that cannot be delivered to the Addressee for any reason.

2. Liability of the Customer

2.1 The Customer is solely liable for compliance with the applicable laws and regulations, these General Terms and Conditions and all other applicable general terms and conditions or special agreements.

2.2 The Customer acknowledges that liability to civil and/or criminal prosecution when making false or misleading declarations about the Shipment or the Good/Goods in the Shipment, which, among other things, may result in the confiscation and sale of the Good/Goods.

2.3 The Customer indemnifies bpost for any claim brought against bpost with regard to the information the Customer provides to bpost as part of the provision of the Services by bpost and the Customer will indemnify bpost in full in this regard.

2.4 All customs penalties, storage charges and other charges incurred by bpost with respect to a Shipment will be charged to the Customer.

VII. Procedure for filing a complaint

1. General

The Customer who wishes to file a complaint with regard to the provision of the Services by bpost should contact bpost.

For all other complaints, the Customer should contact the sender.

2. How to file a complaint with bpost

A complaint regarding the charges calculated (as set out in chapter III) may be filed in the My bpost app or on the track and trace page on the website of bpost (www.bpost.be/followmyparcel).

Other complaints with regard to the provision of the Services by bpost may be filed:

- (i.) on the website of bpost, by means of the specific online forms that are available <https://www.bpost.be/en/faqs>;
- (ii.) by phoning the call center on 022 01 23 45;
- (iii.) by regular unfranked letter to bpost, Customer Service PB 5000, 1000 Brussels.

The Customer may track complaints regarding the charges calculated in the My bpost app or on the track and trace page on the website of bpost.

The Customer will receive a reference number for other complaints. An acknowledgement of receipt will be sent free of charge to the Customer on request. The Customer is asked to state the reference number in all correspondence or calls with bpost so that bpost is able to manage the complaint more easily and smoothly.

3. Term for filing complaints

If the Customer fails to pay the charges of an incoming Shipment within 14 days of notification by bpost or files a complaint regarding the calculation of the charges (as set out in chapter III), the Shipment will be returned to the sender.

There is a general statute of limitations of one (1) year for the filing of a complaint, commencing on the day on which bpost received the Shipment to which the complaint pertains.

4. Annexes – documents

The complaint must be accompanied by all information and documents that can facilitate the investigations and provide the required proof. For each Shipment the complaint must be accompanied by proof of the value of the contents of the Shipment on the date of purchase.

5. Term for handling complaints

bpost undertakes to do everything within its power to handle and close the complaint for each Shipment subject to these



General Terms and Conditions within a term of three (3) months, commencing on the date on which the complaint is filed.

6. Note

Appeal to the Office of the Ombudsman for the Postal Industry: A Customer who is dissatisfied with how a complaint is handled by bpost or the result of this handling may appeal free of charge to the Office of the Ombudsman for the Postal Industry, which was set up by the law of 21 March 1991.

Office of the Ombudsman for the Postal Industry (OMPS)
Bd du Roi Albert II, 8 boîte 4
1000 Brussels www.omps.be
Phone: 02 221 02 20
Fax: 02 221 02 44

VIII. Applicable law and competent courts

Without prejudice to the applicable national and international laws and regulations, Belgian law exclusively applies to a dispute resulting from the interpretation or implementation of these General Terms and Conditions and the courts of the legal districts of Brussels have exclusive jurisdiction. The Parties nevertheless undertake to do their utmost to reach an amicable settlement through the bodies of bpost prior to approaching the courts (see Chapter VII above).

If one of the stipulations of these General Terms and Conditions is deemed null and void or proves unenforceable on the Customer/Addressee by virtue of a legal provision of public order or mandatory law, that stipulation will be deemed never to have been written while the other stipulations will remain applicable.

The part of the General Terms and Conditions that is declared null and void or unenforceable will be amended by parties as little as possible to ensure it is no longer null and void or unenforceable. In doing so, parties will ensure that the initially intended economic balance is maintained.

IX. Protection of personal data

1. Definitions: Under these General Terms and Conditions, the terms "Data Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach" and "Processing" (and "Process") have the same meaning as that given to them in the applicable data protection regulations (including the General Data Protection Regulation 679/2016 also known as "GDPR", hereinafter the "Privacy Regulation").
2. The Personal Data (surname and first name, address, phone/mobile number or email address and position) of the Customer, certain members of staff of the Customer (if the

Customer is a legal entity) or of the Addressee, as provided to bpost by the Customer for the performance of the agreement (being the General Terms and Conditions), will be processed by bpost, who will act as Data Controller of these Personal Data, with a view to providing the Services (including managing the contractual relationship, making contact in the event of problems, checking the performance and preventing fraud and abuse).

3. bpost may also use these Personal Data to contact the Customer, certain members of staff of the Customer (if the Customer is a legal entity) or the Addressee in connection with market studies or satisfaction surveys based on its legitimate interest, with the aim of improving these services.
4. These Personal Data will be accessible to our providers of computer services, which must comply with the model contract stipulations of the European Commission if they are located outside the European Economic Area.
5. The Personal Data you provide to us are kept for seven (7) years and then erased.
6. In certain circumstances, the Customer, certain members of staff of the Customer (if the Customer is a legal entity) or the Addressee may inspect their Personal Data and, where needed, have them corrected or erased, restrict their processing or request their portability by sending a signed and dated written request, enclosing proof of identity, to bpost, Data Protection Office, Centre Monnaie (14B), 1000 Brussels or by filling out the online form that is part of bpost's [privacy charter](https://www.bpost.be/en/privacy) here <https://www.bpost.be/en/privacy>.

Lastly, a complaint may be filed with the relevant public body in Belgium if no response is received to such a request: <https://www.dataprotectionauthority.be/citizen>.

X. Processing of Personal Data

1. The Customer must share Personal Data of the Addressee of the Shipments with bpost for the provision of the Services (as described in these General Terms and Conditions) by bpost. Insofar as bpost processes these Personal Data to provide these Services (i.e. fulfilling Customs Formalities required to bring the Shipment into free circulation in the EU), bpost acts as Data Controller of these Personal Data. bpost controls the actions regarding the Processing of these Data carried out with a view to providing the Services, decides which Personal Data must be provided, whether these Personal Data must be processed (by optical character recognition or by comparison with other data series) for quality improvement ends, whether these Personal Data must be transferred to third Parties (that act as Processors for bpost, for example



or to authorities in the event of an obligation to make available the Personal Data received by bpost), for how long these Personal Data will be kept, who is permitted to access these Personal Data, whether this Personal Data must be transferred to third parties (operators who deliver locally) that are located in countries outside the EU and in accordance with which contractual framework, whether the requests to exercise a right of access or other rights are admissible, which technical and organisational measures are taken to protect the Personal Data, whether the Personal Data are added to operational databases to improve address recognition and so on.

2. The Customer acts as Data Controller for the processing of the Personal Data for which it determines the purposes and the means, including collecting, entering, storing, updating and transferring the Personal Data to bpost.
3. The Customer accordingly assures bpost that
 - (i) the Personal Data have been lawfully obtained from the Data Subjects by virtue of the Privacy Regulation and they were provided to bpost in accordance with this regulation;
 - (ii) the Personal Data provided to bpost are up to date and relevant to the lawful and legitimate purposes that are set out in the General Terms and Conditions;
 - (iii) the Data Subjects have been given all necessary and relevant information with regard to the Processing of their Personal Data in accordance with the Privacy Regulation; and
 - (iv) the Processing does not violate any rights of third parties.
4. bpost and the Customer undertake to fulfil all obligations that are imposed on the Data Controller by virtue of the Privacy Regulation for the Processing.
5. bpost and the Customer (if the Customer is a natural person) undertake, at all times during and after the provision of the Services to which these General Terms and Conditions relate, to indemnify the other Party for and against losses pursuant to claims, legal acts, legal procedures or requests from a competent authority, a Data Subject and/or a third Party in connection with an actual or alleged breach of the Privacy Regulation resulting from the Processing of Personal Data under these General Terms and Conditions or a failure by the Customer, bpost or their employees to fulfil their data protection obligations under these General Terms and Conditions. Insofar as permitted by applicable laws, (1) the Customer or bpost is only liable towards the other Party for (i) material losses directly caused by a serious or deliberate mistake by the Customer or bpost or their employees, and (ii) death and physical injury of a natural person caused by an act or failure to act of the Customer or bpost or their employees in performing their duties, (2) the Customer or bpost is not liable for non-material or indirect losses, including financial losses, loss of profit and damage to the reputation or image of the other Party and (3) the liability of the Customer or bpost will be limited to the amount that is charged to the Customer for the Services.
6. If the Services include the delivery of a Shipment in a country outside the European Economic Area, all Personal Data with regard to the Addressees of the Shipments entrusted to bpost by the Customer (i.e. the following categories of Personal Data: first name, surname and delivery address) are shared with the local operator responsible for delivering the Shipment in that country and acting as the Processor for the delivery of the Shipment in that country. The Customer will ensure that these addressees are informed of the aforementioned processing of their Personal Data by bpost and these third party operators.
7. The first name, surname, delivery address, delivery date and signature of the addressee of a registered Shipment are downloaded by bpost on the track and trace platform, where they are kept for three months to provide the sender with information about its mail item.
8. These Personal Data and the number of the document that is used as proof of identity of the person to whom a registered Shipment or parcel is delivered or a photo of that document are kept as proof by bpost for 13 months. The person to whom the registered Shipment or parcel is delivered will be given the required information regarding the Processing of these Personal Data by bpost when the Shipment is delivered.