



DISPUTE RESOLUTION REGULATIONS, HOME FURNISHING STORES, as at 1 January 2025 (English*)

Definitions

Article 1.

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

foundation: UitgesprokenZaak.nl (independent foundation that works to resolve disputes between consumers and retailers subject to CBW Approved Guarantees

SG CBW: Stichting Garantierelgingen CBW (CBW Guarantee Schemes Foundation), which administers the guarantees recognised by the CBW, including the compliance regulations for binding advice as referred to in the conditions, registered in Zeist;

binding advisor: an independent natural person qualified as a Master of Laws assigned to assess disputes at the request of the foundation;

entrepreneur: a natural person or legal entity who is a member of the SG CBW and who concludes an agreement with the consumer;

consumer: a natural person who is not acting in the practice of an occupation or the operation of a business and who concludes an agreement with the entrepreneur for the delivery of goods and/or services for non-commercial use;

conditions: the latest applicable CBW-approved conditions for Home Furnishing Stores at the time of the sale;

dispute handler: the person who, on behalf of the foundation, manages the case file, provides for communications with the parties, the expert and the binding advisor, and who attempts to realise an out-of-court settlement between the parties in Phase 1 (see Article 10);

expert: an independent person who is highly experienced in the relevant field concerned and who is engaged by the foundation;

secretariat: the office of the foundation that performs the administration relating to disputes;

home furnishing: goods and services supplied for the furnishing of the consumer's home (see Annex 1).

Duties

Article 2.

The foundation's duties are to resolve disputes between consumers and entrepreneurs concerning the concluding or execution of agreements between parties in relation to the home furnishing services and/or goods that are supplied or to be supplied. The goods and services covered by the term 'home furnishings' are described in Annex 1. To that end, the foundation issues binding advices or attempts to realise out-of-court settlements between parties.

Article 3.

All binding advisors and experts are appointed by the Board of the foundation. The management of the foundation provides for the availability of dispute handlers.

Authorisation

Article 4.

1. The foundation is authorised to handle a dispute only if the entrepreneur was a member of the SG CBW (CBW-recognised) at the time of the conclusion of the agreement and the entrepreneur's business activities had not been discontinued in practice at the time of the submission of the complaint.

2. The authorisation will be officially assessed. If the foundation does not regard itself as authorised, it will notify the parties of this.

3. If it is found during the handling of the dispute in Phases 1 and 2 that the dispute has not been brought against the correct party, the foundation will then declare itself unauthorised and will notify the parties of this.

Admissibility

Article 5.

1. The admissibility shall be assessed by the party handling the dispute. The foundation will notify the consumer of an inadmissibility declaration within three weeks, stating the reasons.

2. The consumer's complaint is inadmissible if:

a. the dispute relates to death, physical injury or illness;

b. the dispute concerns an invoice that has not been paid by the consumer, while there is no underlying substantive complaint regarding goods, services, advice from the entrepreneur or additional or less work in that regard;

c. the consumer did not first submit the complaint to the entrepreneur in accordance with the contract and/or the applicable conditions, and/or the entrepreneur has not had sufficient opportunity to make proposals for a resolution (see Article 20.2 and 20.3 of the CBW-recognised conditions for home furnishing stores) and/or to resolve the complaint (these are available at www.cbw-erkend.nl);

d. the dispute was not brought before the foundation within 12 months of the date on which the consumer submitted the complaint to the entrepreneur, unless a longer term is or was made possible in the contract and/or the applicable conditions, unless the entrepreneur consents to handling of the dispute despite the expiry of that term;

e. the entrepreneur has brought the dispute before the courts or the courts have already handed down a decision on this, provided that the consumer previously rejected a proposal of the entrepreneur to bring the case before the foundation, or failed to respond to such a proposal.

f. the same dispute has already been submitted to the foundation previously and the consumer discontinued the proceedings or these were brought to a close by the foundation.

UitgesprokenZaak.nl may cancel proceedings if the consumer, despite requests to do so:

- fails to comply with the intake requirements referred to in Article 6; or

- no longer responds after at least two reminders.

3. The foundation will base its assessment of disputes on the contents of the CBW-recognised conditions for Home Furnishing Stores, available at www.cbw-erkend.nl, and on the law. Any conditions or extra clauses declared applicable by the entrepreneur, by way of derogation from the CBW-recognised conditions, will be taken into consideration in the assessment only if they derogate from the CBW-recognised conditions in favour of the consumer or if derogation from these conditions is explicitly permitted.

4. If the entrepreneur has not yet made a delivery, the consumer's complaint is also inadmissible if the consumer:

- has made (partial) payment for product(s) and/or service(s) and
- may dissolve the contract pursuant to Article 6 of the CBW-recognised conditions (late delivery by the entrepreneur); or
- may dissolve the contract pursuant to Article 18D of the CBW-recognised conditions (right of cancellation for a distance contract or off premises contract).

5. The consumer may submit an objection to the foundation against an inadmissibility declaration, stating the reasons, within two weeks of the notification referred to in paragraph 1. The foundation will assess the objection and notify the consumer of its decision.

6. The entrepreneur may submit an objection to the foundation, stating the reasons, in the first defence in Phase 1 (see Article 10.1), if it takes the view that, although the handling of the dispute has commenced, the foundation is not authorised or the consumer's complaint is not admissible. The foundation will assess the objection and notify the parties of the decision.

Handling of disputes

Article 6.

1. The parties have the right to provide for their support or representation by a third party in the handling of a dispute.

2. The dispute may be brought before the foundation only through the submission of a dispute form made available by the foundation, to be completed by the consumer.

3. The consumer must also comply with the following intake requirements within a month of being requested to do so:

- payment of the complaint fee and;
- payment of the deposit amount, if applicable.

If the consumer fails to do so, the foundation will assume that the consumer has withdrawn the dispute. The consumer may request the foundation to extend the above term by one month.

4. The scope of the dispute is determined by what the consumer states in the dispute form in Phase 1. No further complaints or demands can be added to the dispute after this.

If new complaints or demands arise, the consumer may submit a new dispute to the foundation. For the new complaints, the consumer must once again comply with the admissibility requirements of Article 5, such as initial reporting of the complaint to the entrepreneur.

5. If the entrepreneur wishes the foundation to handle a dispute and the consumer consents to this, the foundation will ask the consumer to submit a dispute via the foundation's digital dispute system and to comply with the requirements referred to in paragraphs 2 and 3.

6. The dispute is handled in the Dutch language. The handling of disputes is governed by Dutch law.

Handling costs

Article 7.

1. The consumer owes a complaint fee determined by the foundation.

2. The foundation does not repay complaint fees.

3. The entrepreneur owes a fee for handling costs determined by the foundation.

Deposit

Article 8.

1. If the consumer has not yet paid for the service and/or product to which the dispute relates, or has not yet paid in full, the consumer shall deposit the outstanding amount into the foundation's third-party funds account, unless the parties agree otherwise. No interest will be paid for the period for which the deposit is held.

2. If the relevant service and/or product has not yet been delivered, the deposit of the cancellation fee charged by the entrepreneur, less any advance payment made by the consumer, will suffice.
3. If the handling of the dispute is discontinued pursuant to Article 9.1, any deposit paid will not be repaid to the consumer, but the foundation will complete the handling of the case file.
4. The deposit will be repaid to the consumer in the event that the foundation is declared unauthorised to hear the dispute, if the dispute is declared inadmissible or if the handling of the dispute is discontinued pursuant to Article 9.3.

Article 9.

1. The foundation will cease handling of the dispute if the consumer refuses to allow a product to be investigated by an expert or refuses to cooperate with the handling of the dispute in some other way. This also applies if the consumer fails to pay the appropriate complaint fees in Phases 1, 2 or 3 within a month of a request for these from the foundation, or within a longer term negotiated with the consumer.
2. By way of derogation from the preceding clause, the foundation will complete the handling of the dispute if a deposit has been made.
3. The foundation will cease handling of the dispute if the entrepreneur is subject to a compulsory winding up order or is granted a moratorium on payments or a statutory debt rescheduling arrangement, as well as if the entrepreneur's business activities have been discontinued in practice. If one of these situations arises during the course of the proceedings, the compliance guarantee referred to in Article 20.2 will not apply.

Phase 1: mediation by the foundation

Article 10.

1. If a dispute of a consumer is brought before the foundation in the form of a completed dispute form, the foundation will notify the entrepreneur of this and request the entrepreneur to submit a substantive response within one month. The consumer will be notified of the response, after which the foundation will contact the parties in order to attempt to reach an out-of-court settlement between them.
2. If an out-of-court settlement is realised, the foundation will issue confirmation of this to the parties, including the agreements regarding any deposit made. The foundation will close the case file unless one of the parties gives notice within one week that the agreements have not been presented correctly.
3. If no out-of-court settlement is realised, the consumer will be asked to pay the complaint fee for Phase 2 within one month, after which Phase 2 will commence.
4. If no expert visit and/or report is necessary for the assessment of the complaint, Phase 2 will be skipped, and the proceedings will immediately progress to Phase 3. This will be determined by the handler of the dispute. In Phase 3, the binding advisor can nevertheless decide to engage an expert, either on their own initiative or at the request of the parties. The binding advisor will then refer back to Phase 2.

Phase 2: visit by an expert and mediation by an expert

Article 11

1. The consumer's complaint form and the response of the entrepreneur can be sent to an expert appointed by the foundation. Together with the parties, that expert will examine the goods and/or service and will also attempt to realise an out-of-court settlement via mediation. The entrepreneur has the right to attend the visit of the expert.

2. If an out-of-court settlement is realised, the expert records this in writing, arranges for it to be signed by the parties and issues a copy to each of the parties. This will bring the dispute to a close. If the consumer has paid a deposit, the agreements on the amount of the deposit will be included in the settlement agreement.
3. The consumer has a choice of whether to accept the settlement realised with the aid of the expert. The consumer has the right to obtain independent legal advice before consenting to the settlement. The consumer has the option of considering whether to accept the settlement or whether they would prefer to bring the dispute before the binding advisor or a court. If the consumer wishes to make use of this possibility, they shall notify the dispute handler of this within two days.
4. If no out-of-court settlement is realised or if the consumer has withdrawn consent in accordance with the preceding paragraph, the expert will issue a report, which will be sent to the parties. The parties will each have an opportunity to respond to the report and to each other's responses.
5. If one of the parties disagrees with the report of the expert appointed by the foundation, that party has an opportunity to submit a report by an expert that they have appointed themselves in the proceedings. In principle, the foundation will not send a second expert at the request of one of the parties. If extra time is required for this purpose, the party may ask the foundation to grant a delay of a maximum of four weeks. The other party shall cooperate with the assessment by the expert engaged by the party that disagrees with the foundation's expert report.
6. The consumer will then be asked to pay the complaint fee for Phase 3 within one month.

Phase 3: the binding advisor and the decision

Article 12

After receipt of the complaint fee referred to in the preceding article, the file is sent to the binding advisor.

Article 13.

1. The binding advisor makes a decision based on the agreement contracted by the parties and the applicable statutory conditions, in accordance with the principles of reasonableness and fairness. The binding advice is signed by the binding advisor and is made available to the parties.
2. The binding advice contains the name of the binding advisor, the names and places of residence/registration of the parties, a summary of the positions of the parties and, if applicable, the expert report, or a summary of this, the date of the binding advice and the justification for the decision.

Article 14.

1. The binding advisor assesses whether the complaint is well-founded or not, in full or in part.
2. The binding advisor may also decide that:
 - one of the parties must pay a fee or compensation for damage;
 - one of the parties has a payment obligation to the other party;
 - one of the parties must comply with the contract;
 - the contract is dissolved, or the binding advisor may confirm the dissolution of the contract by one of the parties;
 - the entrepreneur must replace the delivered goods;
 - the entrepreneur must repair the goods;
 - the entrepreneur must bear the costs of a repair to be performed by a third party;or impose another reasonable and fair obligation in order to end the dispute.

3. If an entrepreneur had offered a consumer a reasonable solution before the consumer brought the dispute before the foundation, which the consumer had not accepted, the binding advisor may declare the complaint unfounded and impose that solution as binding.

4. If the complaint is found to be well-founded, the binding advisor will stipulate in the binding advice that the entrepreneur must reimburse the consumer for the complaint fee. If the complaint is found to be partially well-founded, the binding advisor will stipulate that the entrepreneur must repay the consumer the part of the complaint fee that is in proportion to the well-founded part of the complaint.

5. The binding advisor will also stipulate in the binding advice the party to which the deposit (or which part thereof) must be repaid or paid forward. If the fee is paid to the entrepreneur, the foundation may settle any handling fees owned by the entrepreneur, or any administration costs incurred by Stichting Garantiereregelingen CBW on the basis of the binding advices compliance guarantee, with the amount of the deposit.

6. If the binding advisor imposes a term for compliance on the entrepreneur in the binding advice that is not reasonably feasible for the entrepreneur, the entrepreneur will report this to the foundation within one week of the signature of the binding advice, stating the reasons for the request and the term that is necessary. The binding advisor then sets a new term that is achievable for the entrepreneur.

Article 15.

If it is found during the handling of the dispute in Phase 3 that the dispute has not been brought against the correct party, the binding advisor will then declare the complaint unfounded.

Article 16.

The parties themselves shall bear any other costs that they incur in connection with the handling of the dispute.

Article 17.

1. Apparent errors in the binding advice may be corrected by the binding advisor, either at their own initiative or at the request of one of the parties, within two weeks of the signature of the binding advice.

2. The other party will be notified of such a request and will have 14 days in which to respond to this.

3. The parties are not required to comply with the binding advice until the binding advice has been corrected.

Confidentiality, challenge and recusal

Article 18.

The employees of the foundation, the experts and the binding advisors are required to protect the confidentiality of all information of which they become aware in the handling of the dispute, insofar as this concerns the parties.

Article 19.

1. The binding advisor assigned to handle the dispute may be challenged by one or both of the parties in the dispute if there are justifiable doubts concerning the advisor's impartiality or independence.

2. Challenge requests:

a. must be submitted in writing;

- b. must be made within five days of the facts or circumstances that give rise to doubts concerning the impartiality or independence;
 - c. must state the facts or circumstances giving rise to doubt; the reasons for the request must be stated;
 - d. in the case of a hearing, may also be submitted verbally. This must take place immediately. The hearing will then be halted. The request must then be submitted in writing, stating the reasons, within five days of the hearing;
 - e. the handling of the dispute will be suspended until a member of the Challenge Committee has assessed the request;
 - f. can no longer be submitted after the issue of the binding advice by the binding advisor.
3. A binding advisor who is the subject of a challenge request may recuse themselves. If the binding advisor concerned does not do so, a member of the Challenge Committee will take a decision on the request.
4. Challenge requests will be submitted to one of the members of the foundation's Challenge Committee. The member of the Challenge Committee will handle the challenge request at the earliest opportunity. The procedure for handling of a challenge request is recorded in the foundation's Challenge Committee Regulations.
5. On the grounds of facts and circumstances, as referred to in the first paragraph, the binding advisor may recuse themselves from handling a dispute.
6. In the case of justified challenge or recusal, the person concerned will be replaced.
7. As soon as the parties have been notified of the decision of the member of the Challenge Committee, the handling of the dispute will be continued with vigour.

Final provisions

Article 20.

1. The binding advice may be filed with the ordinary courts for overturning within two months of the signature of the binding advice. The binding advice will be overturned by the courts only if the substance of the decision or its method of realisation are deemed to be unacceptable in accordance with the principles of reasonableness and fairness. After the end of this term, the advice is final.
2. The entrepreneur must comply with the binding advice within two months of its signature, unless a different term is set in the binding advice. If this has not occurred and the binding advice has not been brought before a court for assessment within two months of its signature, the consumer may invoke the binding advices compliance regulation of the SG CBW.
3. The compliance regulation of the SG CBW also applies to settlements, as referred to in Article 11(2) (Phase 2).

Annex 1: Goods and services classed as 'home furnishings'

This also concerns services relating to delivery, servicing, installation and assembly if these are included in the contract.
Bedroom:
Bedroom furniture (bed frames, cupboards, dressing tables, bedside tables, etc)
Bed bases
Mattresses and pillows
Bedding textiles (blankets, sheets, duvets, fleeces, bedspreads, etc)
Bedroom accessories such as mirrors, etc.
Living room:
Dining room furniture
Coffee tables
Seating
Desks and office chairs
Storage furniture (wall systems, sideboards, dressers, etc)
Home accessories (mirrors, cushions, etc)
Kitchens:
Kitchen cupboards
Worktops and sinks
Kitchen appliances
Bar stools and other seating
Kitchen accessories, insofar as these are associated with the kitchen design
Bathroom and toilet:
Bathroom fittings
Sanitary fittings
Bathroom accessories, insofar as these are associated with the kitchen design, including bathroom textiles
Garden:
Garden furniture
Garden accessories such as parasols, insofar as these are associated with the garden design
Workspaces:
Office furniture (chairs, tables, cupboards and occasional furniture)
Floors:
Textile floor coverings, including runners
Floor coverings made of vegetable fibres (sisal, coconut, etc), including runners
Linoleum
PVC and vinyl

Parquet and laminate
Cast floors and pebble floors
Tiles
Underlay and mezzanines
Under-floor heating
Carpets
Floor finishing materials (strips, profiles, etc)
Window dressings and sunshades:
Curtains
Net curtains and inbetweens
Lining fabric
Blinds
Awnings and sunshades
Roller blinds and roman blinds
Fly screens
Blackout curtains
Other:
Light fittings and light sources
Upholstery fabric and fillings and haberdashery
Paints and painter's requisites
Maintenance products
Wallpaper
Folding doors and partitions
Haberdashery

Annex 2: Challenge Committee Regulations

Definitions

Article 1.

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

foundation: Stichting UitgesprokenZaak.nl;

challenge committee: the committee formed and maintained by the foundation, the members of which handle and assess challenge requests;

dispute: the dispute between the parties that is being handled by the foundation;

parties: the consumer and the entrepreneur whose dispute is being handled by the foundation.

Composition and duties

Article 2.

The members of the Challenge Committee have a duty to take decisions on challenge requests from one of the parties involved in a dispute that is being handled by the foundation.

Article 3.

1. The Challenge Committee consists of three members, who are binding advisors of the foundation. All members of the Challenge Committee are appointed by the Board of the foundation. Challenge requests are handled by one of the members of the Challenge Committee;

2. If a member of the Challenge Committee is involved in the handling of the dispute to which the challenge request relates, that member will not handle the challenge request. Another member will then be designated to handle the challenge request.

Challenge requests

Article 4.

1. Challenge requests must be submitted in writing, stating the reasons.

2. All facts and circumstances must be presented at the same time.

Article 5.

The member of the Challenge Committee will declare the challenge request officially inadmissible if:

a. the challenge request is not submitted in a timely manner, in accordance with the regulations of Stichting UitgesprokenZaak.nl;

b. the challenge request is not submitted in writing, stating the reasons;

c. the challenge request does not relate to the binding advisor handling the dispute.

Article 6.

The member of the Challenge Committee will immediately declare a challenge request inadmissible if:

a. the challenge request is irrefutably unfounded;

b. the applicant has been notified in an earlier decision on a challenge request that a subsequent request will not be handled, due to abuse.

Article 7.

1. The challenge request will be submitted to one of the members of the Challenge Committee at the earliest opportunity. A copy of the challenge request will be sent to the other party in the proceedings.
2. The handling of the dispute will be temporarily halted.
3. A binding advisor whose challenge is requested may respond to the challenge request in writing. The parties will then be notified of the response.
4. The member of the Challenge Committee may decide to conduct a verbal hearing of the applicant and the binding advisor whose challenge has been requested, or make an immediate decision.
5. The member of the Challenge Committee will investigate whether there are justifiable doubts about the impartiality and independence of the binding advisor whose challenge is requested.

Acquiescence

Article 8.

A binding advisor whose challenge is requested may notify the member of the Challenge Committee of their acquiescence to the challenge. The parties will be notified of this in writing. The binding advisor concerned will be replaced.

Decisions on challenge requests

Article 9.

1. The member of the Challenge Committee decides on the challenge request, unless the binding advisor whose challenge is requested acquiesces to the challenge. The member of the Challenge Committee takes a decision within 15 working days.
2. The decision is presented in writing, stating the reasons. The member of the Challenge Committee does this in the form of a decision. Both parties in the dispute and the binding advisor concerned will be notified of this in writing.
3. No objection or appeal is possible against a decision on challenge.
4. In the event of a recusal, withdrawal or a justified challenge, the binding advisor will be replaced.
5. If the member of the Challenge Committee rejects the challenge request, the binding advisor will not be replaced. The handling of the dispute then continues.
6. After the decision has been sent to the parties, the handling of the dispute will be continued from the point before the invocation of a recusal or challenge.
7. In the event of abuse of the possibility of challenge, the member of the Challenge Committee may decide that no subsequent challenge request will be handled. This will be notified in the decision.

Article 10.

In all cases for which these regulations make no provision, the decision shall be taken by (the member of) the Challenge Committee in accordance with what, in their judgement, is appropriate.

* Language

The whole text of the regulations, as well as the documents derived from it, including those in the Annexes, have been written in Dutch and English, both versions being deemed authentic, but for legal purposes the text in Dutch is to be given priority of interpretation.