



Belgian Institute for Postal Services  
and Telecommunications

**Decision of the BIPT Council  
of October 8, 2024  
determining the terms for the reporting provided for by  
Article 6/2 of the Act of 26 January 2018 on postal  
services**

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## **Introduction**

1. Article 6/2, paragraph 1, of the Act of 26 January 2018 on postal services, inserted by Article 12 of the Act of 17 December 2023 pertaining to various provisions in order to improve the working conditions of postal parcel deliverers, requires providers of postal parcel delivery services to communicate to the BIPT information on the delivery of parcels in Belgium every six months.
2. Pursuant to Article 6/2, paragraph 2, of the Act of 26 January 2018 on postal services, the BIPT must determine the terms for the communication of this information. This decision aims to determine those terms.

## 1. Legal framework

3. Article 12 of the Act of 17 December 2023 pertaining to various provisions in order to improve the working conditions of postal parcel deliverers amends the Act of 26 January 2018 on postal services by inserting a new Article 6/2 which reads as follows:

*"Art. 6/2. § 1. Without prejudice to the possibility for the Institute, in the framework of its tasks, to request at any time any relevant information from any person concerned, pursuant to Article 14, § 2, 2°, of the Act of 17 January 2003 on the status of the regulator of the Belgian postal and telecommunications sectors, postal service providers who provide or use parcel delivery services shall communicate to the Institute the following data every six months, in so far as this information has not already been provided to the Institute under other provisions:*

*1° the name, address and contact details of the direct subcontractors they use for the delivery of parcels in Belgium;*

*2° if they are subcontractors themselves, the name, address and contact details of the contractors on whose behalf they provide parcel delivery services in Belgium;*

*3° the name and contact details of the coordinator referred to in Article 5/2 and, where applicable, the name and contact details of the transport manager of the undertaking or of the person holding the certificate of professional competence as a freight forwarder responsible for the day-to-day management of the undertaking;*

*4° the number of parcels delivered by each of its direct subcontractors over the past half year, as well as the compensations paid to each subcontractor in return for the parcel delivery services provided for them in the last six months. If they operate themselves as subcontractors, the number of parcels and the amounts invoiced to each contractor acting as a postal service provider;*

*5° the location of distribution centres;*

*6° a brief description of the services intended to be provided.*

*§ 2. The above information shall be transmitted to the Institute no later than the last day of the month following the half year expired. The terms for the communication of the information are set by the Institute.*

*§ 3. Personal data communicated to the Institute on the basis of this Article shall be transmitted to it for contact purposes. These data are no longer kept as soon as the data subject no longer carries out a contact mission." (free translation)*

### 1.1. Definitions

<b>BELparcel</b>	The common electronic platform for facilitating, managing, verifying and enabling the half-yearly reporting referred to in Article 6/2 of the Act of 26 January 2018 on postal services (hereinafter, "the Postal Act").
<b>Parcel/postal parcel</b>	A postal item containing goods with or without commercial value, other than an item of correspondence, with a weight not exceeding 31.5 kg (Art. 2, 28°, of the Postal Act).

<b>Coordinator</b>	The coordinator designated pursuant to Article 5/2 of the Postal Act is responsible for informing parcel deliverers of their rights and obligations, in particular with regard to the recording of working time, the notification, the half-yearly reporting and the minimum compensation, as well as drafting a vigilance plan to identify and address potential risks of breaches of the Postal Act and labour and social security law.
<b>Delivery</b>	The process from sorting at the distribution centre to delivery of postal items to their addressees (Art. 2, 6°, of the Postal Act).
<b>Contractor</b>	Any postal service provider who gives an order to another postal service provider to perform postal services or have them performed against payment or free of charge (Art. 2, 33°, of the Postal Act).
<b>Postal item</b>	An item addressed in the final form in which it is to be carried by a postal service provider and weighing less than 31.5 kg. In addition to items of correspondence, such items also include for instance books, catalogues, newspapers, periodicals and postal parcels containing goods with or without commercial value (Art. 2, 7°, of the Postal Act).
<b>Parcel deliverer</b>	Natural person assigned to the provision of parcel delivery services on behalf of a postal service provider, a direct subcontractor or a subcontractor (Art. 2, 34°, of the Postal Act).
<b>Postal service provider</b>	Any undertaking that provides one or more postal services (Art. 2, 2°, of the Postal Act).
<b>Postal services</b>	Services involving the clearance, sorting, transport and delivery of postal items, except for the provision of postal services by the natural or legal person who originated of the postal item (Art. 2, 1°, of the Postal Act).
<b>Subcontractor</b>	Any postal service provider performing one or more postal services for one or more other postal service providers, directly or indirectly, at any stage (Art. 2, 29°, of the Postal Act).
<b>Direct subcontractor</b>	Any postal service provider performing one or more postal services directly for one or more other postal service providers (Art. 2, 30°, of the Postal Act).

## 1.2. Postal service providers subject to the obligation to periodically communicate information to the BIPT (reporting obligation)

4. Pursuant to Article 6/2, paragraph 1, of the Postal Act, postal service providers who provide or use parcel delivery services are required to communicate to the BIPT, every six months, the information referred to in Article 6/2, paragraph 1, in so far as this information has not already been provided to the BIPT under other provisions.
5. All providers of postal parcel delivery services active in Belgium are subject to the reporting obligation, including providers established abroad.
6. In other words, any provider of delivery services originating from a distribution centre established in Belgium and for a foreign country is subject to the reporting obligation, as does any provider of delivery services for Belgium originating from a distribution centre abroad or even any provider of a delivery service originating from a distribution centre abroad for a

foreign country other than Belgium but with part of the distribution process taking place in Belgium.

7. However, postal service providers delivering the parcels for which they are the originator (self-provision) are not subject to the reporting obligation. The exception for the provision of postal services by the natural or legal person who originated the postal item is specified in the [BELparcel.be](https://www.belparcel.be) website, in the frequently asked questions (FAQs).

### **1.3. Reporting frequency**

8. According to Article 6/2, paragraph 2, of the Postal Act, the information must be transmitted no later than the last day of the month following the end of the half year, i.e. on 31 January and 31 July each year.
9. Article 6/2 of the Postal Act entered into force on 1 August 2024<sup>1</sup>.

### **1.4. Information to be communicated**

10. Article 6/2, paragraph 1, of the Postal Act establishes the list of information to be communicated:
  - 1° the name, address and contact details of the direct subcontractors they use for the delivery of parcels in Belgium;
  - 2° if they are subcontractors themselves, the name, address and contact details of the contractors on whose behalf they provide parcel delivery services in Belgium;
  - 3° the name and contact details of the coordinator referred to in Article 5/2<sup>2</sup> and, where applicable, the name and contact details of the transport manager of the undertaking or of the person holding the certificate of professional competence as a freight forwarder responsible for the day-to-day management of the undertaking;
  - 4° the number of parcels delivered by each of its direct subcontractors over the past half year, as well as the compensations paid to each subcontractor in return for the parcel delivery services provided for them in the last six months. If they operate themselves as

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<sup>1</sup> Pursuant to Article 22, paragraph 7, of the Act of 17 December 2023 pertaining to various provisions in order to improve the working conditions of postal parcel deliverers, Article 6/2 of the Postal Act enters into force on the first day of the seventh month following the expiry of a ten-day period beginning on the day after publication in the Belgian Official Gazette. The Act was published in the Belgian Official Gazette on 28 December 2023.

<sup>2</sup> Article 5/2 of the Postal Act lays down the following: "Art. 5/2. § 1. Postal service providers and direct subcontractors who use parcel deliverers for the delivery of parcels in Belgium shall appoint a coordinator whose task is to:

1° inform the parcel deliverers of their rights and obligations as determined in this Article and Articles 5/3, 5/4, 6/1, 6/2 and 10/1;

2° draft a vigilance plan to identify and address potential risks of breaches of this Act and labour and social security law.

§ 2. The King shall determine by Royal Decree deliberated upon in the Council of Ministers the terms for implementing paragraph 1, and in particular:

1° the requirements to be met by the coordinator, their duties and the terms for carrying out their mission;

2° the content, terms and conditions for implementing the information and vigilance plan."

subcontractors, the number of parcels and the amounts invoiced to each contractor acting as a postal service provider;

5° the location of distribution centres;

6° a brief description of the services intended to be provided.

11. Article 6/2, paragraph 3, of the Postal Act specifies that personal data communicated to the BIPT on the basis of Article 6/2 are transmitted to it for contact purposes. These data are no longer kept as soon as the data subject no longer carries out a contact mission.

## 2. Public consultation

12. Pursuant to Article 19 of the Act of 17 January 2003 on the status of the regulator of the Belgian postal and telecommunications sectors (hereinafter the "Status Act"), the Council offers every person directly and personally involved in a decision the possibility to be heard in advance.
13. The public consultation was held from 1 August 2024 to 16 September 2024.
14. The following input was collected regarding this draft decision:
  - GLS, on 2 September 2024;
  - Febetra (Belgian road haulage and logistics providers federation), TLV (Transport & Logistics Flanders) and UPTR (Transport and Logistics Trade Union), on 12 September 2024;
  - PostNL, on 13 September 2024.

### 2.1. GLS

#### 2.1.1. Data communication format

15. GLS requested that a format be provided for reporting so that the sector can prepare for the first deadline of 31/01/2025.
16. The BIPT specifies that the report should be completed via an online form on the BELparcel platform, as for the notification.

#### 2.1.2. The contact details of the coordinator, transport manager or person responsible for the day-to-day management

17. GLS asks for clarification of the information required under Article 6/2, paragraph 1, 3°, of the Postal Act. It indicates that postal service providers must only provide the contact details of the coordinator they have appointed to inform their parcel deliverers and that each subcontractor must provide the contact details of its coordinator. GLS also notes that if postal service providers have to give the name of the coordinator, transport manager and person in charge of day-to-day management, 3 different names could be given.
18. The BIPT clarifies that postal service providers must provide the name and contact details of their own coordinator and, where appropriate, the name of the transport manager or person holding the certificate of professional competence as freight forwarder in charge of day-to-day management. Consequently, each contractor and subcontractor will have to communicate the information of its own coordinator and the contact details of their transport manager and freight forwarder if these functions exist within their undertakings.

### **2.1.3. Tasks of the coordinator**

19. GLS wondered about the precise tasks of the coordinator and asked that a template be provided for the information sheet for the deliverers and for the vigilance plan. After reading Article 5/2 of the Postal Act, GLS concludes that the coordinator must provide parcel deliverers with information on their rights and duties regarding the daily logging of delivery time, the notification, the half-yearly reporting and the payment of minimum compensation to subcontractors.
20. The BIPT had limited itself to a reference to Article 5/2 of said Act and to the Royal Decree of 26 March 2024 adopted pursuant to the latter, since it is not responsible for monitoring this Article in accordance with Article 14, paragraph 1, 3<sup>o</sup>, c, of the Act of 17 January 2003 on the status of the regulator of the Belgian postal and telecommunications sectors.
21. The BIPT explains that this request for a template will be sent to the FPS Employment, Labour and Social Dialogue, stressing already that Article 3, 2<sup>o</sup>, of the above-mentioned Royal Decree specifies that the vigilance plan should contain a description of the chain of subsidiaries, subcontractors and suppliers, an analysis of the risks related to possible infringements of the Act of 26 January 2018 on postal services, labour law and social security as well as measures to deal with these risks. As for the coordinator's mission, it relates to the communication of information regarding the rights and duties of parcel deliverers, such as the logging of their parcel delivery time, the obligation to submit a notification on [BELparcel](#), the half-yearly reporting and the right to minimum compensation.

### **2.1.4. Service description**

22. GLS proposes that the description of the services be done by means of questions with a list of answers instead of a free field to fill in, in order to avoid different interpretations.
23. The BIPT had submitted the draft to consultation but had at the same time taken steps to ensure that the platform offers this possibility. The BIPT has adapted section 3.2.9. accordingly. An optional free field is only provided to specify information on the content of parcels and when a delivery is not limited to parcels to specify the other postal items.

### **2.1.5. Penalties**

24. GLS requested clarification of the penalties that could be applied.
25. The BIPT added more information in this regard in chapter 4.

### **2.1.6. Minimum compensation control**

26. GLS wonders whether the inspection services monitor compliance with the payment of the minimum compensation on a monthly, semi-annually, per-driver or per-trip basis. It indicates that it would be preferable to have control on a yearly basis so that months with less volume and compensation inferior to the minimum compensation can be compensated for by months with more volume and bigger compensation.

27. The BIPT specifies that the reporting must be done every six months in accordance with Article 6/2, paragraph 1, of the Postal Act and that it is not responsible, in accordance with Article 14, paragraph 1, 3°, c, of the Status Act, for the monitoring of the minimum compensation obligation provided for in Article 10/1 of the Postal Act. These questions will be relayed to the competent administration, in this case the FPS Economy.

## **2.2. Febetra, TLV and UPTR**

28. The transport federations remind that reporting cannot be isolated from the other measures inserted into the Postal Act by the Act of 17 December 2023 and these would cause a disproportionate obstacle to the free movement of services. Reporting, like other measures, is imposed on all operators and would constitute a barrier to market access, particularly for the small independent firms.

### **2.2.1. Number of parcels**

29. According to the transport federations, the requirements imposed would create inapplicable situations when a subcontractor has several contractors, since it would have to distinguish each of them in its half-yearly report and for logging distribution time. In addition, the minimum compensation is calculated on the basis of time logging, which raises questions for mixed transport or transport that takes place at the same time for several contractors.
30. The BIPT confirms that subcontractors must communicate the number of parcels invoiced to each contractor pursuant to Article 6/2, paragraph 1, 4°, of the Postal Act. It will relay the other questions to the competent administrations, in this case the FPS Economy and the National Social Security Office.
31. The transport federations believe that the Act and the draft decision of the BIPT do not clearly specify the parcels that must be mentioned in the report. They also point out that not all loaded parcels are automatically delivered and that some parcels are collected at points of sale. In addition, they recall that deliveries include parcels subject to this Act and other parcels not subject to this Act. They wonder about the consequences of these mixed deliveries in the light of the information requested.
32. The BIPT specifies that only parcels corresponding to the definition of Article 2, 28°, of the Postal Act, including parcels collected from retail outlets, must be taken into account. The contractor will mention in the report the parcels it has paid while the subcontractor will mention the parcels it has billed. If only parcels delivered successfully are billed by the subcontractors and paid for by the contractors, the other parcels will not have to be included in the report.

### **2.2.2. Observance of the "Only once" principle**

33. Transport federations request that data already known by other administrations, such as data concerning the transport manager, not be requested again for this half-yearly report in order to reduce the administrative burden.
34. The BIPT supports the desire to limit the administrative burden of operators but cannot change, within the framework of a decision laying down the terms of the half-yearly report,

the information expressly requested by law, in this case Article 6/2, paragraph 1, 3°, of the Postal Act.

### **2.2.3. Foreign undertakings**

35. The transport federations question the communication sent to foreign undertakings which are subject to the scope of the notification required by Article 6/1 of the Postal Act and which must therefore make the half-yearly report required by Article 6/2 of the Postal Act.

36. The BIPT reminds the presumption of irreversible liability which, under Article 3, paragraph 2, subparagraph 3, of the Postal Act, applies to contractors for the breaches of a direct subcontractor if the latter has not made the notification required by Article 6/1 of the Postal Act when performing services on behalf of its contractor. The contractors are therefore expected to disseminate this information. For the rest, an undertaking that provides delivery services in Belgium must keep itself informed of the applicable regulations.

### **2.2.4. Reporting frequency**

37. The federations rightly note that the first report – the deadline of which is 31/01/2025 – will only concern a period of five months due to the entry into force of Article 6/2 of the Postal Act on 1 August pursuant to Article 22, paragraph 7, subparagraph 1, of the Act of 17 December 2023. They also want the reporting deadlines provided for in Article 6/2 of the Postal Act to be aligned with existing obligations for operators in order to reduce the administrative burden and avoid errors.

38. It is not for the BIPT to change the frequency of the reporting referred to in Article 6/2, paragraph 2, of the Postal Act with deadlines set on the last day of the month following the previous six months, namely 31/07 and 31/01.

### **2.2.5. Information required for the contact details**

39. The transport federations are questioning the contact details that are requested for subcontractors. They also note that the coordinator, the transport manager and the person in charge of day-to-day management can be 3 different people.

40. The BIPT specifies that the identification of subcontractors or contractors will be done by means of the company registration number and that a link [to the Crossroads Bank for Enterprises](#) will be communicated in order to help undertakings that do not know this number. For the coordinator and, where applicable, the transport manager and the person in charge of day-to-day management, the name, first name, e-mail and telephone number must be communicated.

### **2.2.6. Tasks of the coordinator**

41. The federations are questioning the tasks that the coordinator must perform.

42. The BIPT refers to points 20 and 21 as these questions are identical to those of GLS and the answers given are applicable.

### **2.2.7. Invoiced amounts**

43. The transport federations point out that the amounts paid and the amounts invoiced may be different and that the figures given by the subcontractors and by the contractors will therefore not be identical due to the corrections that are made according to the completion of the delivery and the circumstances. In addition, they specify that other services may be charged.
44. The BIPT reminds that subcontractors must communicate the amounts invoiced and that contractors must communicate the amounts paid. The amounts paid by the contractors will therefore include any corrections made due to the particular circumstances and the completion of the deliveries. A discrepancy between the amounts communicated by the contractors and those communicated by the subcontractors would therefore be possible even though it cannot be excluded that additional information is requested in order to understand the difference between these amounts.

### **2.2.8. Communication by E-box**

45. The federations ask that reminders for the deadlines of 31/01 and 31/07 be sent by letter to undertakings that do not have a company e-box and that an e-mail be sent directly to the contact person.
46. The BIPT will not send a letter but will send an e-mail at each deadline to all notified undertakings to inform them. Undertakings that do not wish to receive this e-mail will have the opportunity to unsubscribe.

### **2.2.9. Data communication format**

47. The federations are requesting information on the format to transmit the data.
48. This request is in line with that of GLS and the BIPT refers to point 16.

### **2.2.10. Location of distribution centres**

49. The federations are questioning the notion of a distribution centre when a parcel is collected at an undertaking to be directly delivered to the recipient and want an xls file that can be downloaded with the data of the distribution centres.
50. The BIPT specifies that the distribution centre is the place where parcels are sorted before delivery. When a parcel is collected at an undertaking / a consumer or a manufacturer, it must be "sorted" before it can be delivered to the recipient's address. The data must be transmitted via the platform without it being possible to download an xls file.

### **2.2.11. Description of the services**

51. The federations specify that some information may be sensitive to the undertaking and could not or should not be shared. They also question the added value of the type of goods and certain questions relating to the description of the services by asking whether the description of the services will be done by means of a free field or by means of a list of answers.

Clarifications are also requested on the information relating to other goods that can be included in deliveries.

52. The BIPT had submitted the project to consultation but had at the same time taken steps to ensure that the platform provides a description of services via questions, essentially binary, with a list of answers. The BIPT has adapted section 3.2.9. accordingly.
53. The BIPT has provided for the possibility that a service provider may be unable or unwilling to answer certain questions.

#### **2.2.12. Data usage**

54. The federations point out that it would be problematic for the BIPT to draw an overall cost structure for the market and to evaluate providers on the basis of figures and invoice amounts or to draw conclusions from this. It is requested that the purpose of the data collection be clear so that the data can only be used for that purpose.
55. The BIPT states that the communication of the amounts invoiced and paid is intended to facilitate the work of the inspectors responsible for monitoring the minimum compensation provided for in Article 10/1 of the Postal Act.

#### **2.2.13. Penalties**

56. The federations wish to avoid arbitrary penalties imposed outside of any coherent sanction policy. Furthermore, they state that it should be clarified whether or not the appeal against a decision of the BIPT is suspensive.
57. The BIPT has supplemented chapter 4 but wishes to clarify that it retains discretionary power for the choice of penalties provided for in Article 21, paragraph 5, of the Status Act if it considers that a penalty is necessary. As for the question regarding the suspensive effect of the appeal against a BIPT decision before the Market Court, the BIPT explains that this appeal is not suspensive, pursuant to Article 2, paragraph 4, subparagraph 1, of the [Act of 17 January 2003 on the appeals and the settling of lawsuits following the Act of 17 January 2003 on the status of the regulator of the Belgian postal and telecommunications sectors](#). The BIPT also refers to the other subparagraphs of Article 2, paragraph 4.

### **2.3. PostNL**

58. PostNL reminds that this reporting obligation is part of the measures added to the Postal Act by the Act of 17 December 2023 and that these were provided for without it being demonstrated that the measures previously applicable were insufficient and without taking the opinions of the BIPT, employers and trade unions into account. These measures taken as a whole would constitute a barrier to market entry and a disproportionate infringement of the free movement of services and the freedom of establishment.

### **2.3.1. Data usage**

59. Along with the transport federations, PostNL points out that the BIPT would not be able to draw an overall cost structure for the market or evaluate providers on the basis of figures and invoice amounts or to draw conclusions. It is requested that the purpose of the data collection be clear so that the data can only be used for that purpose. In addition, PostNL relies on the “*only once*” principle to request that data be collected only for data that are not already known, in order to limit the administrative burden.
60. The BIPT states that the communication of the amounts invoiced and paid is intended to facilitate the work of the inspectors responsible for monitoring the minimum compensation provided for in Article 10/1 of the Postal Act. The BIPT supports the desire to limit the administrative burden of operators but cannot change, within the framework of a decision laying down the terms of the half-yearly report, the information expressly requested by law, in this case Article 6/2, paragraph 1, 3°, of the Postal Act.

### **2.3.2. Reporting frequency**

61. PostNL rightly points out that the first report – the deadline of which is 31/01/2025 – will only concern a period of five months due to the entry into force of Article 6/2 of the Postal Act on 1 August pursuant to Article 22, paragraph 7, subparagraph 1, of the Act of 17 December 2023.
62. The BIPT refers to point 38.

### **2.3.3. Number of parcels and description of the services**

63. PostNL expresses exactly the same questions about the parcels that must be communicated and the description of the services as those expressed by the transport federations.
64. The BIPT refers to the answers given in section 2.2.1. and 2.2.11.

### **2.3.4. Invoiced amounts**

65. Like the transport federations, PostNL states that it is customary in commercial relations that amounts are adjusted for achievements or other special circumstances and that other services are also charged. PostNL points out a possible discrepancy between the data communicated by the subcontractor and those of the contractor.
66. The BIPT refers to the answer given in section 2.2.7.

### **2.3.5. Penalties**

67. PostNL highlights the absence of an explicit sanction policy. It asks for more details in order to avoid arbitrary decisions. Furthermore, it states that it should be clarified whether or not the appeal against a decision of the BIPT is suspensive.
68. The BIPT has completed chapter 4 and also refers to point 57.

### 3. Terms regarding the communication of information

#### 3.1. BELparcel.be

69. **The information referred to in point 1.4 and detailed in point 3.2 must be communicated electronically to the BIPT every six months via the [BELparcel.be](https://belparcel.be) website.**
70. The information must be provided by all postal service providers who provide or use parcel delivery services. They must submit their notifications on BELparcel to be able to submit the report.
71. After informing the BIPT in accordance with Article 6/1, paragraph 5, subparagraph 1, 2°, of the Postal Act, an undertaking ceasing its activities must submit a report by the deadline set for the half year during which it was still active. To that end, the undertaking will still have access to BELparcel.
72. The information thus communicated is made available free of charge and definitively to the BIPT, which processes it confidentially.
73. **This information is communicated in a clear manner. It must be accurate and up-to-date. The information is provided no later than the last day of the month following the end of the half year, i.e. no later than 31 January and 31 July each year.**
74. A reminder regarding these deadlines will be sent to the e-Box Enterprise in January and July.

#### 3.2. Reporting

##### 3.2.1. General

75. The terms used on the [BELparcel.be](https://belparcel.be) website must be understood within the meaning given to them by the Postal Act and postal regulations.
76. Even if it is necessary to have made a notification in BELparcel to submit the half-yearly report, it is possible to mention – as a contractor or as a subcontractor – undertakings that have not made this notification provided that these companies have a registration number from the Crossroads Bank for Enterprises ("company number"). It is absolutely necessary to know the company number of the contractors and subcontractors to add them.
77. It will be possible, as of 1 January 2025, to draft the report throughout the half year on the platform. However, it can only be officially submitted from 1 January to 31 January for the second semester of the previous year, and from 1 July to 31 July for the first half of the current year.
78. The data can be saved and edited on the platform as long as the final report has not been submitted. The possible temporary versions will not be processed and are solely the

responsibility of the internal management of the service providers. They will have until the deadline (31 January or 31 July) to submit another final report for the period concerned, and only the latest version will be analysed. As soon as a final report has been submitted, a confirmation is sent to the e-Box Enterprise.

79. Providers can consult all the old reports they have entered on the platform without them being able to be modified unless the BIPT has authorised the correction of an old report (see point 96).

### **3.2.2. Identification data of subcontractors**

80. The contractors communicate the company number of their direct subcontractors for the delivery of parcels in Belgium. Services limited to the transport of postal items and routing activities, as defined in Article 2, 20°, of the Postal Act, are not concerned.

### **3.2.3. Identification data of the contractors**

81. Subcontractors communicate the company number of the contractors on whose behalf they provide parcel delivery services in Belgium. Services limited to the transport of postal items and routing activities, as defined in Article 2, 20°, of the Postal Act, are not concerned.

### **3.2.4. Identification data of the coordinator**

82. Postal service providers shall provide the name and contact details of the coordinator (e-mail and telephone number) . Article 5/2 of the Postal Act requires postal service providers and their subcontractors who use parcel deliverers for the delivery of parcels in Belgium to appoint a coordinator responsible for preventive tasks in the field of social sustainability of parcel deliverers. The role of the coordinator is defined in the [Royal Decree of 26 March 2024 on the role of coordinator for postal service providers and subcontractors](#).

### **3.2.5. Identification data of the transport manager or of the person responsible for the day-to-day management**

83. Postal service providers communicate the name and contact details of the transport manager of the company or of the person holding the certificate of professional competence as a freight forwarder responsible for the day-to-day management of the company.

### **3.2.6. Number of parcels and compensation per subcontractor**

84. The contractors communicate the number of parcels delivered by each subcontractor over the past half year and the compensations (in Euro) paid to each subcontractor in return for the parcel delivery services provided on their behalf over the past half year.
85. In the absence of any activities, it will be possible to mention it in the report to distinguish it from an incomplete report.

### **3.2.7. Number of parcels and amounts invoiced per contractor**

86. Subcontractors communicate the number of postal parcels handled and the amounts invoiced (in Euro) for each contractor operating as a postal service provider.
87. In the absence of any activities, it will be possible to mention it in the report to distinguish it from an incomplete report.

### **3.2.8. Location of distribution centres**

88. The Postal Act does not specify what is meant by the concept of "distribution centres". However, Article 2, 6°, of the Postal Act defines the concept of "distribution" as: "the process from the sorting at the distribution centre to the delivery of postal items to their addressees". It is apparent from that definition that distribution centres are the centres where the final sorting of postal items is carried out before they are delivered to the address of the recipient.
89. The contractors and subcontractors must provide the location data of the distribution centres. It is expected that a name be provided as well as a full address (including street, number and box where applicable, postcode, city and country).
90. In the absence of any activities during the half-year, it will be possible to mention it in the report to distinguish it from an incomplete report.

### **3.2.9. Description of the services to be provided**

91. The description of the services will be done by answering a few questions regarding the express nature or not of the services, a delivery exclusively in Belgium or not, the profile of the recipients (C2X-B2C-B2B), the type of goods transported, the possibility of delivery at night or during weekends and whether or not this is limited to parcels.
92. These answers should only be provided once if no changes are required.
93. It will be possible to indicate, for certain questions, that the provider cannot answer them.

## **3.3. Verification by the BIPT**

94. The BIPT verifies whether the information has been communicated.
95. A report that is not submitted by the 31 January or 31 July deadline constitutes a breach of Article 6/2 of the Postal Act.
96. The BIPT can exceptionally grant a period of time to rectify the information provided.

## 4. Penalties

97. The BIPT monitors compliance with Article 6/2 of the Postal Act on the reporting obligation and is therefore entitled to impose sanctions in the event of lack of awareness of this obligation.
98. Article 21 of the Act of 17 January 2003 on the status of the regulator of the Belgian postal and telecommunications sectors provides that in the event of a failure to comply with the regulation monitored by the BIPT, or a BIPT decision implementing this regulation, the BIPT may impose penalties, including fines and periodic penalty payments, or a total or partial suspension of the activities of the postal service provider.
99. The sanction may first be limited to an order to put an end to the failure immediately or within a reasonable period. However, sanctions become increasingly heavy when the failure persists.
100. Pursuant to Article 21, § 5, 2°, of the Status Act, fines may be up to a maximum amount of 5 000 EUR for natural persons and up to a maximum of 5% of the consolidated turnover of the offender, before taxes and excluding VAT, for the most recent completed fiscal year in the postal services sector in Belgium.
101. Pursuant to Article 21, § 5, 2/1°, of the above-mentioned Act, a penalty payment may be up to a maximum amount of 500 EUR per day of delay for natural persons and 5% of daily turnover per day of delay for legal persons<sup>3</sup>.
102. If these fines and periodic penalty payments are not sufficient to remedy the failure, the BIPT is entitled, pursuant to Article 21, paragraph 6, of the Act, to impose fines and periodic penalty payments of up to twice the amounts or percentages referred to in the previous point.
103. The BIPT may even order, pursuant to Article 21, paragraph 7, 2°, of the Act, the suspension of all or part of the operation of the provision of the delivery service if the failure persists and there is a serious or repeated failure.

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<sup>3</sup> In the absence of data on the turnover referred to, the BIPT may determine a turnover based on data obtained from third parties or based on the turnover of a comparable person.

## 5. Decision

104. This decision lays down, pursuant to Article 6/2, § 2, of the Postal Act, the terms for the communication of information on the delivery of parcels in Belgium that postal service providers must provide to the BIPT every 6 months.
105. The information referred to in point 3.2 must be communicated electronically to the BIPT via the [BELparcel.be](https://www.belparcel.be) website, pursuant to Article 6/2 of the Postal Act.
106. This information is communicated in a clear manner. It must be accurate and up-to-date.
107. The postal service providers can only submit a report from the moment they have made the notification on BELparcel.
108. An undertaking ceasing its activities will have to submit a report before the deadline set for the half year during which it was still active. To that end, the company will still have access to BELparcel.
109. The information relating to the first half of the year must be communicated to the BIPT by 31 July of the same year at the latest. The information relating to the second half of the year must be communicated to the BIPT by 31 January of the following year at the latest. As Article 6/2 of the Postal Act enters into force on 1 August 2024, the first reporting will concern the second half of 2024 and will be carried out by 31 January 2025 at the latest.
110. A reminder regarding these deadlines will be sent to the e-Box Enterprise in January and July.
111. It will be possible to draft the report throughout the half year on the platform. However, it can only be officially submitted from 1 January to 31 January for the second semester of the previous year, and from 1 July to 31 July for the first half of the current year.
112. The BIPT can exceptionally grant a period of time to rectify the information provided.
113. The data can be saved and edited on the platform as long as the final report has not been submitted. The possible temporary versions will not be processed and are solely the responsibility of the internal management of the service providers. They will have until the deadline (31 January or 31 July) to submit another final report for the period concerned, and only the latest version will be analysed.
114. As soon as a final report has been submitted, the service provider will receive a confirmation in his e-Box Enterprise.
115. Providers can consult all the old reports they have entered on the platform without them being able to be modified unless the BIPT has authorised the correction of an old report

116. Contractors and subcontractors can only be mentioned in the report based on their company number.
117. In the absence of any activities during a half-year, it will be possible to mention it in the report to distinguish it from an incomplete report.
118. The description of the services will be done by answering a few questions regarding the express nature or not of the services, a delivery exclusively in Belgium or not, the profile of the recipients (C2X-B2C-B2B), the type of goods transported, the possibility of delivery at night or during weekends and whether or not this is limited to parcels.
119. These answers should only be provided once if no changes are required.
120. It will be possible to indicate, for certain questions, that the provider cannot answer them.
121. The distribution centres for which location data must be communicated to the BIPT pursuant to Article 6/2, paragraph 1, 5°, are the centres where the final sorting of postal items is carried out before they are sent to the address of the recipient. The contractors and subcontractors must provide the location data of the distribution centres. It is expected that a name be provided as well as a full address (including street, number and box where applicable, postcode, city and country).
122. This decision enters into force on the day following its publication.

## 6. Appeal procedures

123. Pursuant to Article 2, § 1, of the Act of 17 January 2003 on the appeals and the settlement of disputes arising from the Act of 17 January 2003 on the status of the regulator of the Belgian postal and telecommunications sectors you have the possibility to lodge an appeal against this decision before the Market Court, Place Poelaert 1, B-1000 Brussels. The appeals shall be lodged, on penalty of inadmissibility pronounced automatically, by filing a signed request, with the contested decision attached, with the registry of the Brussels Court of Appeal within a period of sixty days starting from the notification of the decision, or in the absence of such notification, from the publication of the decision, or in the absence of such publication, after becoming aware of the decision.
124. On penalty of nullity, the request shall contain all required indications referred to in Article 2, § 2, of the Act of 17 January 2003 on the appeals and the settlement of disputes arising from the Act of 17 January 2003 on the status of the regulator of the Belgian postal and telecommunications sectors. If the request contains elements that you consider to be confidential, you have to explicitly mention it and submit, on penalty of nullity, a non-confidential version of it. The Institute publishes the request notified by the registry of the competent court on its website. Any interested party may intervene in the case within 30 days following such publication.

Bernardo Herman  
Member of the Council

Peggy Valcke  
Member of the Council

Stefaan Vyverman  
Member of the Council

Michel Van Bellinghen  
Chairman of the Council