

# General Terms and Conditions

## 1. Services

BV Advocatenkantoor Beele, with registered office at Gebroeders De Cockstraat 2, B-9000 Ghent, CBE 0862.344.846 (hereinafter 'the bv') provides legal services in a number of areas of law as set out on the website ([www.be-law.eu](http://www.be-law.eu)). These services may include the provision of advice and assistance in mediation, legal proceedings, expert opinions, as well as acting as an agent. The client and the BV agree on the scope of the services at the start of their working relationship and, if necessary, adapt and/or expand the services during further execution. The BV is bound to provide a service, not guarantee an outcome.

The bv keeps clients punctually informed about the execution of their instructions and the progress of the case.

## 2. Scope

These general terms and conditions apply to all the services rendered by the bv, its partners, staff, trainees and all the persons who work for or in collaboration with the bv, unless otherwise agreed in writing.

These general conditions shall be assumed to be accepted by the client if no objection is lodged with 10 days of their submission. The acceptance of these general conditions can inter alia, but not exclusively, be inferred from the normal continuance of services by the bv without objection from the client within this period.

In the case of a conflict, these General Terms and Conditions shall prevail over any other terms of the client, unless expressly agreed in writing by one of the managers of the BV.

## 3. Recourse to third parties

Outside the usual tasks carried out by the bv, the client agrees that the bv may, at its own risk, have recourse for particular tasks to other lawyers for the performance of his instructions.

Where the BV relies on third parties, it is possible that your personal data be transferred, but only if this is necessary for the provision of our services or our legal obligations.

If the execution of the instructions requires recourse to a bailiff or translator, the client shall leave this appointment to the lawyer's discretion.

The bv will only have recourse to other third parties, such as notaries, experts or accountants, with the client's express consent and in consultation with him.

## 4. Duty of identification

Under the Belgian law on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing, the duty of identification and the duty to report unusual transactions also apply to the services provided by lawyers.

Lawyers may consequently be required, under certain circumstances, to identify their clients and provide evidence of their identity. These obligations apply to natural and legal persons, and to the representatives of legal persons. The client recognises this and will provide cooperation and all useful and required information. If the bv consults other notaries or lawyers on your behalf, this information may have to be given to them so that they can comply with the rules to which they themselves are subject. The client hereby expressly agrees that the bv may share this information.

If a client fails to provide the expected information within two weeks, the bv (except in exceptional circumstances) cannot enter into the agreement and must terminate any further involvement, if the bv has already begun to act.

## 5. Processing of personal data and provision of information by the client

### 5.1. Processing of personal data

In the framework of its services, the BV processes personal data, and, where appropriate, data relating to criminal convictions and offences and the special categories of personal data included herein.

The BV's Privacy Statement clarifies the data, manner and purpose of the processing, as well as the rights of the client. This Privacy Statement is available on the website under the heading "Privacy" or upon request to the BV.

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### 5.2. Provision of information by the client

Throughout the period of the instructions, and at the request of the bv, the client shall promptly provide all useful information to the bv entrusted with the work. The client shall be responsible for the correctness, completeness and the truthfulness of the information and documents he gives to the bv. If the client does not provide the necessary assistance in accordance with the agreements, the bv retains the right to terminate the collaboration.

The BV is not liable for any harm resulting from incorrect or incomplete information provided by the client.

### 6. Costs and fees

6.1. The statement of costs and fees can contain three elements:

- fees
- expenses
- legal costs and disbursements.

6.2. The fee is the remuneration received for the services carried out and delivered by the bv. Unless otherwise agreed in writing, these services are calculated on the basis of an hourly rate, which includes, *inter alia*:

- legal services, such as the drafting of summonses, settlements, conclusions, etc.
- administrative follow-up
- meetings inside and outside the office, such as site visits, expert opinions, meetings at notaries' offices, travel time to and waiting times at courts, registries, etc.
- Pleadings before judicial or administrative authorities
- telephone consultations

These rates are determined according to the degree of specialisation and/or the experience of the lawyer.

When determining the fee, account may also be taken of other usual criteria, such as the complexity and importance of the case, the degree of urgency and the result achieved.

The latter translates into a percentage of the result achieved (insofar as the dispute can be valued in monetary terms) in addition to the services actually provided, calculated at the applicable hourly rate. This additional fee can amount to:

- for the upheld part of the client's claim: 10%
- for the rejected part of the opposing party's claim: 10%
- increase of the percentage per instance: 50% on the previous percentage

6.3. Overheads are costs that do not relate to a specific case or are not immediately demonstrable. They are nonetheless indispensable for the exercise of the services of the lawyer/BV. Such general costs include (by way of example, *i.e.* non-exhaustive) rent of offices or property tax, consumption of gas, water and electricity, maintenance costs, repairs, insurance, professional training, sectoral contributions, accounting costs, purchase and maintenance of office furniture, IT and communication equipment, representation costs, printing, wages and social security contributions of staff, etc. These overheads are included in the hourly rate.

6.4 The extraordinary costs cover secretarial and other office expenses, such as copying, telephone, fax, typing, post, etc.

6.5. Legal costs are those costs which the bv has to disburse to third parties, including bailiffs, the registry, translators, public bodies,....

6.6. The fees, extraordinary costs, legal costs and disbursements are separately mentioned in the costs and fees statement except where these have or will be partly and directly assumed by the client.

All sums and rates are quoted exclusive of VAT. Unless a law, implementing decision or administrative decisions contains an exemption, VAT will be applied to fees at the applicable rate.

6.7. Before commencing and during the course of the instructions, the bv may request one or more advances (provision) in respect of services and costs. The BV reserves the right to only commence or continue the work or to advance costs once the client has paid the advance on the fee. This advance is equivalent to a statement of expenses and fees. These advances will be deducted from the final account.

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### 7. Payment

7.1. The costs and fees account must be paid within no more than ten (10) days from the date of despatch. If necessary to providing a good service, the bv may determine a shorter payment period.

Unless expressly otherwise determined, the accounts owed by the client shall be paid at the registered office of the bv.

If the client disagrees with the fee or provision account, he must lodge an objection within no more than 15 days.

If the client has recourse to a legal expenses insurer, the client remains liable for payment of the fee/provision account to the bv. The direct submission of these accounts to the legal expenses insurer does not affect this liability.

If the bv represents the interests of several clients in a case, all these clients are jointly and severally liable for payment of the fees and costs account, regardless of the client to which the bv has issued its account.

7.2. With effect from the due date, automatically and without notice, interest shall be payable calculated at the statutory interest rate (for business clients the statutory interest is that established by the Law of 02/08/2002).

A surcharge of 10%, with a minimum of €250, shall be automatically applied to outstanding fees and provisions after the due date as recompense for all extrajudicial costs, loss of time, administrative costs and correspondence. However, costs incurred due to unpaid bills of exchange or cheques are not included in this fixed compensation. This compensation shall be due without prior demand or notice and without prejudice to the principal, interest and any legal costs.

If payment is not received on any one fee or provision account by the due date, all invoices shall automatically become payable immediately.

7.3. If the client fails to pay within the payment period, the lawyers of the bv may suspend their work after informing the client, without the bv or the lawyers comprising it incurring any liability for the losses that this might cause.

7.4. The bv may retain sums from the monies that he receives on behalf of the client to cover outstanding costs and fee or provision accounts, after first notifying the client in writing. This provision in no way affects the right of the client to contest the bv's fee accounts and claim payment of these retained amounts.

### 8. Client monies

Any amount received by the BV on behalf of the client accrues to a third-party account and is immediately transferred to the client. If the BV cannot immediately transfer an amount it shall notify the client of the receipt of the amount and of the reason why this amount cannot be transferred, unless legal reasons prevent the BV from doing so.

The BV shall immediately transfer all amounts it receives from its client on behalf of third parties to this third party.

### 9. Confidentiality

Lawyers working for the bv are subject to a duty of confidentiality. This means that any information that you give us which is not in the public domain will be regarded as confidential. We shall only disclose it with your consent, unless the law or a judicial and administrative authority compels us to do so. However, we may share and discuss any relevant information about your affairs with other legal professionals, in the absence of your instructions to the contrary.

We will ask your permission before we make known to third parties our involvement as lawyers in the cases you entrust to us.

The transfer of letters, opinions, court documents etc. by the bv to the client takes place on the express condition that the client respects their confidential nature. The client may only make known these documents or their contents to third parties with the prior explicit, written consent of the bv.

### 10. Conflicts of interests

The bv advises a large number of clients and may find itself in a situation where clients are assisted whose interests are contrary to your own interests. In compliance with our code of ethics, the bv shall do its utmost to accept no involvement in the event of a conflict of interests, or the risk of a conflict of interest, in relation to the matters that you have entrusted to us. However, the bv cannot foresee all possible circumstances. If you are aware of a situation that could lead to a conflict, we ask you to let us know as quickly as possible.

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### 11. Communication

The bv will communicate with you by letter, fax or e-mail.

Documents, messages and information of whatsoever kind sent by the bv to the client by e-mail, even if they contain confidential information, will contain no electronic signature.

The bv makes all reasonable efforts to protect e-mails and attachments from viruses or other defects which could damage a computer or IT system. However, it is the client's responsibility to take the necessary measures to safeguard and protect his computer or IT system.

The bv accepts no liability or responsibility for any loss or damage that might arise from the receipt or non-receipt or the use or non-use of electronic communications or documents by the bv.

### 12. Documentation and opinions

The opinions, contracts, procedural documents, etc. issued by the bv are protected by intellectual property rights and may under no circumstances be used or reproduced without the express written prior consent of the owner(s) of these intellectual property rights, except by the client for his own use. These documents relate to particular circumstances and clients, and accordingly may not simply be used or applied to other persons or facts without a fresh analysis by the bv.

### 13. Professional liability

To cover any professional liability of the bv or of its partners, staff or trainees acting pursuant to a cooperation agreement with the bv, the bv has taken out primary professional liability insurance for an amount of €2,500,000 and an excess professional liability policy up to an additional limit of €5,000,000 per lawyer per year in addition to the primary insurance. For updated details of these insurance policies, please refer to the "practical information" tab on our website.

The bv informs the client that for the handling of the matter which is the object of this agreement, higher insurance cover can be arranged against payment of additional premium.

The liability of the bv, its partners, staff or trainees to the client in respect of the services rendered under this cooperation agreement with the bv shall in all cases be limited to the sum covered by the professional liability insurance.

The liability of the bv may under no circumstances be invoked by a third party.

Any claim for compensation shall, on pain of nullity, be notified to the bv within the month of the time when the events on which the claim is based were known, or could reasonably have been known. The bv is not liable for the shortcomings of third parties or experts engaged on the case.

If, for any reason whatsoever, there is no payment from the liability insurer, the liability of the bv, its partners, staff or trainees is limited to the amount of the fees paid by the client for the services rendered by the bv which gave rise to the liability dispute.

### 14. Archiving of dossiers

When the case is concluded, we will archive the files in accordance with our obligations, unless they have previously been collected by the client.

After the expiry of the period established by law and our code of conduct, we will destroy the dossier without notifying the client.

### 15. Information under the Services Law (26/03/2010) & ethics

For information in respect of the Services Law, we refer you to the notices on the bv website ([www.be-law.eu](http://www.be-law.eu)).

The professional rules and code of conduct for lawyers may be consulted on the website of the Flemish Bar Association, [www.advocaat.be](http://www.advocaat.be) and on the website of the Ghent Bar Association, [www.balie-gent.be](http://www.balie-gent.be). Any difficulty in relation to compliance with the code of ethics by a lawyer can give rise to a complaint to the president of the Law Society competent for the lawyers dealing with your affairs. Should the fees charged by the bv be contested, the

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mediation, conciliation and arbitration procedures of the competent Law Society will also apply. All information can be consulted on the web site addresses above.

### 16. Termination of the agreement

Either party may at any time terminate the agreement with the other party by giving written notice.

The bv shall issue its statement of costs and fees to the client, taking into account its costs and fees incurred up to the termination of the agreement: the date on which the lawyer ceases to act as your legal advisor.

On first request, the lawyer will return the procedural and evidential documents from the dossier to the client.

The bv may terminate the agreement at any time by notifying the client in writing. Except where the suspension of work is justified by the client's failure to pay provision and fee accounts, the lawyer must, when determining the time at which he withdraws his services, take account of the client's ability to obtain the necessary assistance of another lawyer in a timely manner.

### 17. Applicable law and competent court

These general terms and conditions and the relationship between the bv and the client are governed by Belgian law and with respect for the code of ethics of the Law Society at the Bar of Ghent, and of the Flemish Bar Association.

For disputes on fees the Order of Lawyers of the Ghent Bar provides for out of court settlement. The President of the Bar of Ghent is competent for disciplinary matters.

Only the courts of Ghent have jurisdiction over any dispute between a client and the BV.

### 18. Binding force – Invalidation

Only the Dutch version of these general conditions shall be binding. Translations into French and English are available.

The BV reserves the right to change these General Terms and Conditions at any time.

If one clause or a part of a clause in these general conditions is declared invalid or unenforceable, this shall not detract from the validity of the remaining clauses.

Every request for the involvement of the bv made by the client after these general conditions or their amendments have been notified to the client implies acceptance of the general terms and conditions of the bv.

### 19. Scope of the agreement

These general terms and conditions replace all previous agreements. Unless otherwise agreed, these general terms and conditions form the entire agreement concerning the obligations that the parties enter into, where appropriate, these are supplemented by a separate agreement between the BV and the client.