

General conditions and fees VVV ADVOCATEN – version 1 January 2023

1. Agreement

- 1.1. The agreement between VVV ADVOCATEN (hereinafter called “the Firm”) and the client is established at the moment when the Firm commences its service provision.
- 1.2. The present general conditions and fees apply to any and all agreements entered into with the Firm, except when agreed otherwise.

Each agreement is carried out by and for the account of the Firm, which is solely responsible for the execution of same and resumes all liability, even should the client have given the order to one specific lawyer-partner or lawyer-collaborator. In case a lawyer-collaborator connected with the Firm treats a case under his/her own management however, only the lawyer involved is the contracting party with his/her client.

- 1.3. All results of work carried out by the Firm in the framework of the execution of the order (i.e. advices, notes, procedural documents, contracts and other documents) always remain the exclusive property of the Firm and cannot be reproduced by the client or by third parties, neither can they be used in other files, be reproduced or transmitted to third parties.

2. Costs and honorary fees

- 2.1. The invoice of the invoice consists of three parts: the file costs, the honorary fees and the external costs.
- 2.2. The file costs include the following costs:
 - Dossier creation: 25 EUR
 - Overall Firm costs (secretarial costs, accountancy, telephones, copy's, scans, ...): 25 EUR to 200 EUR (depending on the size of the file)
 - Typing and sending correspondence: 12 EUR per page
 - Typing and correspondence circular correspondence: 6 EUR per page
 - Typing judicial deeds: 15 EUR per page
 - Registered mail: 10 EUR
 - Vacancies (remuneration for transport and waiting time court and expertise): are charged at 90 EUR/hour
 - Kilometre costs: 0.5 EUR per km
- 2.3. The honorary fees can be calculated in various ways:
 - At a fixed hourly fee, depending on the nature, complexity, importance and urgency of the case and the experience and specialty of the lawyer handling the case. The hourly fee varies between 100 EUR/hour and 150 EUR/hour.
 - At a fixed amount calculated by the Firm, whereby the nature, complexity, importance, urgency and result of the case, together with the experience and speciality of the lawyer handling the case, are taken into account, and also the time dedicated to a certain case.

- Depending on the amount recovered (in case of collection in name of the client) or the amount saved (in case of claim against the client). In this an honorary fee is calculated of:
 - 15% on amounts from 1 to 7.000 EUR
 - 10% on amounts from 7.001 to 50.000 EUR
 - 8% on amounts from 50.001 to 125.000 EUR
 - 6% on amounts from 125.001 to 250.000 EUR
 - 4% on amounts over 250.000 EUR

Moreover, if also an appeal procedure must be conducted, these amounts are increased by 50%.

In consultation with the client, other percentages can always be agreed.

- Finally, for simple (collection) cases a once-off lumpsum can be calculated per case or per instance, or the interests, damage clause or lawyers fees granted or gained. An agreement tailored to the client can always be concluded about this.

- 2.4. It is always possible to conclude an agreement in writing concerning the honorary fee.
- 2.5. Besides the dossier costs and the honorary fees, the Firm also calculates possible external costs that were advanced for the client (registry costs, mortgage Firms, registration Firms, data banks, other lawyers, bailiffs, notaries, translators, accountants, revisers, experts, ...).
- 2.6. All calculated costs and honorary fees are increased with the applicable VAT rate.
- 2.7. At the beginning of the case or intermediary, the Firm can send advance invoices to the client. These advances do not necessarily reflect the already delivered performances and costs made, and the client cannot derive any rights from same. At the latest on finalising the file, the Firm delivers the client a final settlement with detail of the dossier costs, honorary fees and external costs calculated.
- 2.8. The Firm can withhold on the amounts that they collect in name of the client on its third-party account certain sums for payments due by client. It informs the client of same.
- 2.9. The client always remains the commissioner of the Firm and is therefore co-responsible for payment of costs and honorary fees, even when for a case legal aid coverage was demanded and/or granted, and even when invoicing must take place to a third party at the clients request.
- 2.10. Except when stated otherwise, the advance and final invoices of the Firm are payable upon receipt. Any dispute must be notified in writing within 8 days after the invoice date, this on pain of forfeiture. In case of late payment, a legal interest is due starting from the invoice date. For entrepreneurs this is the applicable interests rate conform to the Law of 2 August 2002 concerning the fight against arrears at commercial transactions. For private persons the legal interest applies. In case of late payment also a legal damage of 10% of the invoice amount is due. In case of arrears, the Firm is entitled to suspend (further) handling of the case under agreement and of all other possible dossiers of same client without prior notification.

3. Liability

- 3.1. The liability of the Firm, its lawyers and authorised agents is limited to the coverage ceiling of the liability insurance of the Firm, which is 1.250.000,00 EUR. The liability of the Firm and its lawyers is insured at Amlin Europe NV, Koning Albert II-laan 37, 1030 Brussels, via a collective communal policy underwritten by the Orde van Vlaamse Balies [Order of Flemish Bench Association].
- 3.2. In case the professional liability insurer does not cover the damage, then the overall liability of the Firm, its lawyers and authorised agents is limited both contractual and extra-contractual, even in case of grave error, to the principal sum and interests and the costs and honorary fees, exclusive VAT that were calculated in the dossier wherein the liability was proven, and failing such amount, to 5.000,00 EUR per damage.
- 3.3. The Firm, its lawyers and authorised agents can never be held liable for any indirect damage, result damage, or loss of use suffered by the client or by third parties.
- 3.4. The Firm, its lawyers and its authorised agents are not responsible for possible shortcomings by third parties that are engaged during the execution of the order. Therefore, in such case the Firm cannot be held severally or in solidarity with these third parties for payment of any compensation to the client.
- 3.5. The Firm is not liable for delays or faults in the execution of the order should this be due to circumstances beyond its will or control, including deeds or negligence resulting from cooperation with the client or other parties, electronic failure or interruption of means of communication that cannot be attributed to them, strikes, or in general any situation that could not be foreseen or anticipated at the start of the order.
- 3.6. Any claim against the Firm must be, on pain of forfeiture, immediately filed judicially and always within the year after the circumstance that lead or could lead to liability is discovered or could reasonably be discovered.

4. General

- 4.1. The nullification or non-workability of one or more (partial)clause of the present conditions and fees does not inflict the validity or enforceability of other (partial)clauses that remain in full force and effect. The invalid or non-workable (partial) clauses will be replaced by valid and enforceable (partial)clauses that connect as closely as possible to the original meaning.
- 4.2. All agreements with the Firm are governed by Belgian Law. In case of disputes, only the Belgian courts of the district of the Firm are competent.