

Main Contractual Principles Applied by Business Assistance SPRL

1. Mission:

Our mission is to give you advice, assistance and representation in all your legal, entrepreneurial and managerial procedures.

Moreover, our mission is based on managing the wide array of social relations, preventing and resolving any conflicts that may affect them.

We work to resolve individual or collective conflicts, ensuring the defence of individuals, protecting specific interests, and applying general and abstract rules.

We can also be the designer of new solutions to the difficulties experienced by your company.

Our mission covers any type of service we consider useful to fulfil.

2. Fees:

Unless you have a subscription, our fees are calculated on an [hourly basis](#):

- legal advice: 150.00 € excluding VAT
- managerial consultancy: 100.00 € excluding VAT
- delegated administration services: 65.00 € excluding VAT

These services include the study and follow-up on files, telephone interviews, consultations and meetings, drafting documents, advice and expertise.

Fees concerning [the recovery of debts](#) are calculated as follows:

A payment reminder letter or letter of formal notice amounts to 50.00 € excluding VAT/letter excluding disbursements (certified letter fees, postage and typing).

An advocacy or legal argument, negotiation meeting amounts to 100.00 € excluding VAT/hour, excluding disbursements (possible secretarial and transport expenses).

If you would like to receive an administrative follow-up on all your debts, we can offer you a subscription formula.

This is a monthly fee based on the number of claims you are intending to recover, including the issuance of reminder letters (simple reminder, comminatory reminder, ultimate warning before citation by a bailiff) and their management within a fifteen day period, including any telephone intervention, transaction proposals, commercial mediation, clearance plan, etc.

Please note that our intervention is only an obligation of means.

This means that we cannot be liable based on the mere fact that we have not achieved the desired result.

Indeed, we cannot guarantee the full or practical recovery of the debt.

Nevertheless, we strive to achieve a satisfactory solution.

The costs and fees that you have been charged conform all steps taken and are payable regardless of the result or the value of the amount to be recovered.

[Regarding mediation fees](#), these are established according to an hourly rate of 125.00 € excluding VAT for any assignments or tasks carried out before, during or after the mediation meeting (including the drafting of the texts for the final agreement).

All services provided are covered by our professional liability.

In exceptional cases, the amount of fees paid can also be the subject of agreements- this is the case with subscriptions and fixed-rate packages.

[Urgency](#): The hourly rates may be augmented by 25 %, for work that is done urgently.

3. Disbursements:

These are the administrative and travel costs.

They are obviously separate fees and have to be added to the aforementioned prices: The costs incurred for the file or the mission (secretarial work, typing, correspondence and sending of recommendations, travel expenses, access to databases, administrative procedures, telephony, etc.) are assessed at a flat rate of 15% of the fees.

4. Advance payment:

You may be demanded an advance in order to guarantee the treatment and the follow-up of your file.

We draw your attention to the fact that no action will be performed on the files of debtors and it is therefore in your interest to avoid any suspension of work on our behalf by paying the advance within 10 days after the day in which our provisional invoice was sent.

5. Bailiff and attorney:

In the event a bailiff or attorney should intervene, he/she will require an advance before proceeding to the request from Business Assistance SPRL.

Here again, an immediate payment would be in your best interest.

6. State of closing fees - payment deadlines - Conventional indemnity:

At the end of a file, a statement of costs and fees will be sent to you, including the components on which it is established. You are asked to make this payment effective within 15 days after the date at which it is sent.

Any complaints must be made in writing within 8 days (date of postmark) from the date of receipt of the invoice.

A default interest of 1% per month will be payable as of right and without notice from the date of expiry of the payment.

Under the same conditions, the amount of the invoice will be automatically charged with an increase of 15% as a lump sum payment for damages with a minimum of 50 euros with no previous notice.

7. Privacy:

The personal data you communicate to us is processed in accordance with the provisions of the law of Law of 30 July 2018 relating to the protection of natural persons with regard to the processing of personal data and in accordance with the relevant European regulations (General Data Protection Regulation, GDPR - EU Regulation 2016/679 of 27 April 2016).

We act as controller of personal data processing for the following purposes: client administration, implementation of the contractual relationship, execution of assignments, promotion of our services, (establishment of direct marketing campaigns), including through email.

Data is kept strictly for the time required for processing. It is then deleted or made anonymous.

You have the right to request access to your personal data any time, and to check and rectify it free of charge.

You have the right to object to the processing of your personal data (for direct marketing purposes) at any time.

To implement this right, please contact our office, free of charge, at the following email address: info@business-assistance.be or by mail to our head office address.

8. Dispute avoidance:

The relationship we build with our customers must be based on trust. We are here to assist you and serve your best interests. If you have questions about our work or if you have any dissatisfaction or a comment for us, you do not have to wait until we finish the case, please let us know immediately.

Moreover, by giving us your file, you acknowledge having read and agreed to these terms and practical implementation modalities.

Any disagreement or dispute relating to these Terms or arising out of the interpretation or application shall be subject to mediation.

9. Jurisdiction:

In case of dispute, the Courts in the judicial district of Namur will have exclusive competence.

For approval,

On the

(Signature)