

# GENERAL TERMS AND CONDITIONS

**Flieger Law Office bvba**  
**Mechelsesteenweg 82**  
**B-2018 Antwerpen**  
**RPR Antwerpen – VAT BE 0478.090.036**

## **Preface**

Flieger Law Office bvba does its utmost to provide optimum services to its clients. Perhaps even more than in case of other service professions, the services provided by a lawyer are tailor-made. No case is the same. This requires continuous interaction and cooperation between the lawyer and his client, whereby mutual trust is crucial.

Flieger Law Office bvba considers it essential to provide clarity on all aspects of its services to its clients. The phrase “good agreements make good friends” is also a golden rule in the relationship between the lawyer and his client.

The most essential rules regarding the cooperation between Flieger Law Office bvba and its clients are laid down in the following general terms and conditions, whereby a good balance between the interests of the client and the interests of Flieger Law Office bvba is searched for.

All clauses of these general terms and conditions can still be negotiated separately. They are therefore applicable unless other agreements were made in writing.

## **Article 1 General Information**

1. In these general terms and conditions the following definitions are used:

1.1. “Flieger Law Office bvba”: a civil company having the form of a besloten *vennootschap met beperkte aansprakelijkheid* [private limited liability company], whose registered office and offices are situated at B-2018 Antwerp (Belgium), Mechelsesteenweg 82, with company number 0478.090.036.

1.2. “Client”: a natural person or legal entity using the services of Flieger Law Office bvba.

1.3. “Party”: Flieger Law Office bvba or the Client.

“Parties”: Flieger Law Office bvba and the Client.

2. All lawyers of Flieger Law Office bvba are lawyers in Belgium and are registered with the *Orde van Advocaten te Antwerpen* [Antwerp Bar Association].

All lawyers of Flieger Law Office bvba are subject

2.1. to the regulations of the *Orde van Vlaamse Balies* [Flemish Bar Council] and the still existing regulations of the former *Nationale orde van Advocaten* [National Bar Council], which can be consulted at [www.advocaat.be](http://www.advocaat.be) > *Ik ben advocaat* [I am a lawyer]> *Reglementen* [Regulations].

2.2. to the regulations of the *Orde van Advocaten te Antwerpen* [Antwerp Bar Association], which can be consulted at [www.balieantwerpen.be](http://www.balieantwerpen.be).

3. The following lawyers are affiliated with Flieger Law Office bvba personally or through an own company:

3.1. Lawyers partners Arthur Flieger, managing partner

4. Contact details:

Mechelsesteenweg 82  
B-2018 Antwerpen-Antwerp  
België-Belgium  
T 0032 (0)3 238.77.66  
F 0032 (0)3 216.18.44  
I [www.fliegerlaw.com](http://www.fliegerlaw.com)  
E [info@fliegerlaw.com](mailto:info@fliegerlaw.com)

## **Article 2 Applicability**

1. These general terms and conditions shall apply to all services rendered by Flieger Law Office bvba to its Client and shall therefore be an integral part of the contractual relationship between Flieger Law Office bvba and the Client.

2. Agreements differing from one or more clauses of these general terms and conditions will only replace such clause or clauses as from which they differ. The remaining clauses shall remain fully applicable.

### **Article 3 Agreement**

1. The lawyers affiliated with Flieger Law Office bvba shall perform their services for and on behalf of Flieger Law Office bvba, unless they have explicitly indicated to treat a specific case for their own account.

If necessary, the agreement with and/or correspondence of a lawyer handling a case for his own account shall mention this explicitly (e.g. as follows:

*“This case is an own case of Mr [...] and no case of Flieger Law Office bvba”* and/or by using his own letterhead).

2. The agreement between Flieger Law Office bvba and its Client shall be concluded once Flieger Law Office bvba starts rendering its services.

3. Flieger Law Office bvba is the Client’s sole contracting party for any services performed by its lawyers partners, junior lawyers, trainee lawyers and appointees.

When a lawyer affiliated with Flieger Law Office bvba handles a case for his own account, only the lawyer concerned shall, however, be the contracting party of his Client.

### **Article 4 Object of service**

1. The services provided by Flieger Law Office bvba may relate inter alia to providing advice, mediation assistance, negotiation assistance, assistance at proceedings, acting as a mandatory.

The Parties shall agree upon the precise object of the services of Flieger Law Office bvba at the start of the work and, if necessary, adapt/extend the same in its further performance.

2. Unless the nature of the specific task implies without any doubt that the obligations of Flieger Law Office bvba are result obligations and also when this has been explicitly agreed in writing, the obligations of Flieger Law Office bvba shall not be result obligations but best efforts obligations.

### **Article 5 Internal division of tasks**

1. Unless the Client explicitly objects hereto, Flieger Law Office bvba shall be free to divide cases or certain aspects thereof internally among its lawyers at its own discretion.

Such internal division shall be as much as possible in accordance with the preferred subjects of the lawyers and/or the wishes of the Client. Where necessary the lawyers shall work as a team.

The *dominus litis* shall always retain supervision of the case.

2. The Client shall be informed of the details of the lawyer handling his case.

### **Article 6 Information**

1. The Client shall promptly provide any such information to Flieger Law Office bvba as may be required to make an optimum performance of its services possible, both at the start of the agreement and during its term, if necessary at the request of Flieger Law Office bvba.

Flieger Law Office bvba shall not be liable for any damage resulting from any inaccurate or incomplete information provided by the Client.

2. Flieger Law Office bvba shall promptly inform the Client about the performance of its services and about the course of the handling of his case.

3. Flieger Law Office bvba reminds the Client that judicial proceedings involve risks and costs (besides the fees and costs of the own lawyer).

Flieger Law Office bvba reminds the Client in particular of the legislation regarding legal costs, as foreseen in the articles 1017 and 1022 of the *Gerechtigd Wetboek* [Judicial Code] and the *Koninklijk Besluit van 26 oktober 2007* [Royal Decree of 26 October 2007] in execution thereof. According to these legal provisions (1) (in civil proceedings) in general the legal costs are awarded against the losing party, (2) these legal costs include, among other things, a case preparation allowance defined as “a fixed contribution in the fees and costs of the lawyers of the winning party”, and (3) the amount of this case preparation allowance is calculated according to complex rules and (periodically indexed) scales.

For other proceedings – criminal proceedings, administrative proceedings... – specific rules – similar or not – shall apply.

## **Article 7 Appeal to third parties**

1. If the performance of the services requires that an appeal be made to a judicial officer or a translator, the Client shall let Flieger Law Office bvba choose one. The same goes for the performance of simple tasks (filing a procedural document, appearing at a(n) (initiator) hearing, ...) by a local lawyer.

2. If the performance of the services requires that an appeal be made to other third parties, such as (foreign) lawyers, notaries public, accountants,

auditors or experts, they shall be chosen in consultation with the Client. The fees, costs and expenses / the remuneration of these third parties are to be borne by the Client and have to be paid directly to these third parties. If they are advanced by Flieger Law Office bvba, they will be passed on to the Client.

## **Article 8 Fee**

1. Flieger Law Office bvba shall charge its work, offices expenses, on-charged expenses and advanced expenses periodically (usually every month or according to the progress of the work performed in a case and anyhow at the moment prescribed by the VAT legislation) to the Client by means of an invoice.

Flieger Law Office bvba may adjust the frequency of its invoices if the volume of the work performed or the amount to be charged justify to do so.

The amount of the invoice shall be divided into the following items: (1) fees, (2) office expenses, (3) other expenses.

Further specification of the work performed and costs and expenses shall be sent on the Client's demand.

2. Unless specified otherwise, the work done under the item of **fees** shall be charged on a time unit basis.

A time unit equals one fifth of an hour. Every time unit started shall be charged as a full time unit. The time unit rate shall be one fifth of the hourly rate.

The basic hourly rates used by Flieger Law Office bvba are:

- Lawyer partner: € 175.- to € 500.-, vat excluded;
- Junior lawyer: € 100.- to € 175.-, vat excluded;
- Trainee lawyer: € 50.- to € 100.-, vat excluded.

Flieger Law Office bvba may adjust this basic hourly rate depending on the nature of the case, the importance of the case, the difficulty of the case, the experience of the lawyer and the urgency of the assignment.

If a case is disposed of with a favorable outcome, Flieger Law Office bvba shall be entitled to charge a success fee. This success fee may, at the discretion

of Flieger Law Office bvba and unless specific agreements are made in this respect, consist in:

- multiplying the fees charged or to be charged for work performed by a coefficient (which shall not be lower than 1.5 and not higher than 3); or
- charging additionally fees as a percentage (which – unless agreed otherwise – shall not be higher than 35 per cent) of the amount recovered or saved, or the importance of the case; or
- charging additionally an amount corresponding to the penalty granted and/or the granted statutorily prescribed contribution towards the other party's legal representation costs.

Without prejudice to the charging of fees, under the item of **office expenses** shall be charged the costs of opening a file, typing, printing and photocopying costs, postage, telephone expenses and varied office expenses. Office expenses shall be charged a cost rate (letters, emails, copies).

Flieger Law Office bvba and the Client may mutually agree on other formulas for calculating the fees and office expenses, for instance for collection matters, uncontested matters and simpler matters.

Such formulations may inter alia consist in:

- charging a lump sum per case or per case per instance;
- charging only a penalty and/or the statutorily prescribed contribution towards the other party's legal representation costs per case (whether or not these amounts can effectively be recovered by the Client);
- charging a fixed lump sum per time period (for instance per year) that is payable periodically and *pro rata* (normally monthly).

Any expenses advanced by Flieger Law Office bvba to third parties such as court registries, mortgage offices, registration offices, enterprise counters, the Belgian Official Gazette, the National register, the Central database of seizure reports, official and unofficial commercial and enterprise registers, official and unofficial registers and databases, third lawyers, judicial officers, notaries public, translators, accountants, auditors, experts and (domestic and foreign, public and private) agencies and the travelling costs of the lawyers (mileage allowance and parking expenses), shall be charged separately under the item of **other expenses** on the basis of costs actually incurred. All amounts mentioned must be increased by the applicable vat rate. Only the advanced expenses will not be increased by VAT under the conditions set out in the VAT legislation. Circulaire AAFisc nr. 47/2013 (E.T. 124.411 – NR 78-80) of November 20th 2013 explains and sets out in detail de application of the VAT legislation onto the lawyers' profession.

3. Flieger Law Office bvba reserves the right to ask the Client for an advance payment before the start or in the course of its work by means of a provisional invoice and to start respectively continue its work or to advance costs only after the payment of such advance payment.

An advance is a lump sum to be paid by the Client to Flieger Law Office bvba prior to an interim invoice or final invoice. In the detailed calculation, the already invoiced advances will be taken into account.

New Clients shall always be asked to make an advance payment, whose amount shall depend on the work to be performed and the expenses to be incurred.

Advance payments can always be asked when the nature of the case and/or the work to be performed require to do so and/or when costs have to be advanced.

4. If the Client does not agree to an invoice, he must protest the same in writing and in a reasoned way within seven days from the date of such invoice.

5. Unless agreed otherwise, all invoices shall be payable within seven days after their issuance date.

If an invoice (provisional invoice, interim invoice or final invoice) is not paid in time, Flieger Law Office bvba shall, without being obliged to give the Client prior notice of default, be entitled (1) to charge interests of default at an interest rate of 10% from the expiry date of the invoice until the date of full payment, and it shall also be entitled (2) to charge a fixed compensation of 10% of the amount paid late (with a minimum of € 50,-), without prejudice to the right of Flieger Law Office bvba to claim compensation of court costs (including procedural costs) in the event that a court procedure for collection of the debt needs to be instituted. In such case, Flieger Law Office bvba shall be entitled, without being obliged to give the Client prior notice of default, either to suspend the performance of its work until the time that all amounts owed have been fully paid, or to terminate the agreement with the Client with immediate effect.

Flieger Law Office bvba shall not be liable for any damage resulting from the suspension of its work or the termination of its contract with the Client.

6. If Flieger Law Office bvba defends the interest of several Clients in a particular case, all these clients are jointly and indivisibly obliged to pay the invoices related to this case (the case being increased by the accessories mentioned in §5 and by all recovering costs), and this independent to which of

these Clients Flieger Law Office bvba has addressed these invoices.

7. The place of payment shall be the registered office of Flieger Law Office bvba.

8. If it is not mandatory to issue an invoice according to VAT legislation (in particular towards private clients that act beyond any professional activity),

Flieger Law Office bvba may, at its own discretion, opt to issue a request for payment (statement of fees and expenses) instead of or precedent to issuing an invoice. All preceding clauses relating to invoices issued by Flieger Law Office bvba, in particular, §5, §6 and §7, are applicable accordingly to any such a request for payment.

#### **Article 9 Clients' funds**

1. Flieger Law Office bvba shall forward any and all amounts it receives for the Client's account to the Client as soon as possible.

If Flieger Law Office bvba is unable to forward an amount immediately, it shall inform the Client about the receipt of the amount and the reason why the amount is not forwarded.

2. Flieger Law Office bvba may withhold sums from the amounts it receives for the Client's account to cover the amounts owed to Flieger Law Office bvba by the Client (even if those amounts owed are not yet due at that time). Flieger Law Office bvba shall inform the Client thereof in writing.

3. Flieger Law Office bvba shall forward any and all amounts it receives from the Client for the account of third parties to such third parties immediately.

#### **Article 10 Liability**

1. The lawyers affiliated with Flieger Law Office bvba shall be individually insured for their professional liability by means of a "civil professional liability of lawyers" insurance subscribed by the *Orde van Vlaamse Balies* [Flemish Bar Council] Amlin Europe NV (first insurer), (broker: Vanbreda Risk & Benefits nv, B-2140 Borgerhout, Plantin en Moretuslei 297).

The cover of this insurance contract shall apply to any liability creating facts that have happened since 1 January 2013 and declared during the period of validity of this contract for the insured affiliated from that date. For the others, the cover shall apply from their date of affiliation pursuant to notification by the *Orde van Vlaamse Balies* [Flemish Bar Council].

The guarantee of this insurance contract shall apply to the consequences of acts committed worldwide, as regards activities performed by the insured from their office in Belgium and subject to the clarifications of the insurance contract. Actions instituted against the insured in the United States or Canada, or under the laws or jurisdiction of the United States or Canada, shall, however, not be insured.

Under the specific conditions of the subscribed insurance policy, the contribution by the insurer shall not exceed € 1,250,000.- per claim.

[For liability creating facts that occurred since 1 January 2003 till 31 December 2012, a similar insurance "civil professional liability of lawyers" insurance subscribed by the *Orde van Vlaamse Balies* [Flemish Bar Council] with Ethias nv was applicable (broker: Vanbreda Risk & Benefits nv, B-2140 Borgerhout, Plantin en Moretuslei 297).]

In addition, Flieger Law Office bvba has subscribed an additional "professional liability of lawyers" insurance with co-insurers AG Insurance NV (broker: Van Breda Risk & Benefits.

As far as the specific terms and conditions of the insurance cover is concerned, Flieger Law Office bvba refers to the text of the subscribed insurance contracts, that prevails over the above summary. A copy of these insurance contracts shall be at the Client's disposal at his request free of charge.

2. The Client finds the usual assurance of Flieger Law Office bvba and its lawyers sufficient and accepts that the compensation for the damage he suffers as a result of a professional error by Flieger Law Office bvba and its lawyers and appointees shall be limited to the amount for which Flieger Law Office bvba and its lawyers are insured. This restriction shall not apply in the event of intent of Flieger Law Office bvba and its lawyers and appointees.

3. The professional liability of Flieger Law Office bvba and its lawyers shall be limited to the amount actually paid by the professional liability insurer.

If the professional liability insurer does not cover the damage, without Flieger Law Office bvba or its lawyers and appointees being to blame for it, the compensation on account of a professional error by Flieger Law Office bvba or its lawyers and appointees shall be limited in principal, costs and interest to the amount of € 5.000.- per damage causing incident.

4. If the Client wishes Flieger Law Office bvba and its lawyers to take out an additional insurance, Flieger Law Office bvba and the Client must conclude an agreement in respect thereof prior thereto. Unless otherwise agreed, the premium for such additional insurance shall be payable by the Client and be charged to him.

5. Flieger Law Office bvba and its lawyers shall not be liable for any shortcomings of third parties engaged in providing their services, irrespective of whether such third parties charge their fees and expenses to Flieger Law Office bvba or directly to the Client.

### **Article 11 Intellectual Property Rights**

The Client shall not be allowed to reproduce, make public or use himself or with the help of third parties, any legal opinions, memoranda, contracts, procedural documents, documents prepared by Flieger Law Office bvba and any other intellectual activities regardless of the form, without the latter's prior written consent, in any way other than within the framework of the assignment given to Flieger Law Office bvba.

### **Article 12 Termination**

1. Both the Client and Flieger Law Office bvba shall be entitled to terminate the agreement at any time with immediate effect and without justification.

In such case, the Client shall be obliged to pay all activities and costs until the date of termination of the agreement. Flieger Law Office bvba shall prepare a final invoice and deliver the same to the Client.

Flieger Law Office bvba shall return the Client's file to the latter on demand.

2. Flieger Law Office bvba shall not be liable for any damage resulting from the termination of its agreement with the Client.

### **Article 13 Archiving**

After the termination of each assignment Flieger Law Office bvba shall archive the file concerned and then keep the same for a period of five years.

Original documents may be returned to the Client and shall, if necessary, be archived by him.

After the aforementioned period of five years, the file shall be permanently destroyed.

### **Article 14 Satisfaction**

1. If the Client is dissatisfied with the work done by a lawyer of Flieger Law Office bvba, the Client may discuss this matter with the lawyer concerned himself.

If these consultations do not lead to a solution for the Client, another lawyer partner or junior lawyer of Flieger Law Office bvba shall be appointed to investigate the complaint and where possible to mediate a solution, at the Client's request.

2. Flieger Law Office bvba strives for optimal service. Upon termination of each assignment Flieger Law Office bvba may ask the Client to participate in a Client Satisfaction Survey. By means of a reply form, the Client shall be offered the opportunity to inform Flieger Law Office bvba in writing about his experiences.

### **Article 15 Duty to Provide Proof of Identity**

The preventive part of the anti-money laundering legislation (*Wet van 11 januari 1993 tot voorkoming van het gebruik van het financiële stelsel voor het witwassen van geld en de financiering van terrorisme, B.S. 9 februari 1993* [Prevention of the use of the financial system for laundering money and financing terrorism Act of 11 January 1993, Belgian Official Gazette of 9 February 1993]) has also been declared applicable to the legal profession.

In this regard, particular attention is drawn to articles 7, 26 and 44 of the Act of 11 January 1993.

The anti-money laundering legislation aims at curbing various money laundering practices. Within the framework of the preventive part, lawyers must report certain transactions and comply with a number of administrative obligations.

Certain suspicious transactions must be reported to the dean, who will then forward the information to the Financial Data Processing Unit. This duty

to report does in principle not apply within the framework of a (potential) legal dispute.

Furthermore, pursuant to a statutory duty to provide proof of identity, the lawyer must check the Client's identity.

The lawyer and the dean shall be forbidden to inform the Client that information has been disclosed or that an investigation is being conducted.

### **Article 16 Amendment**

1. Flieger Law Office bvba reserves the right to amend these general terms and conditions at any time.

In the event of any amendment, Flieger Law Office bvba shall communicate the amended text to the Client.

2. In the absence of written protest within seven days from the communication of the amended text, the Client shall be deemed to have accepted the amended text and the amended text shall bind the Client for the future.

### **Article 17 Invalidity or nullity – contradiction**

1. Should one or more clauses of these general terms and conditions be null and void, invalid

or unenforceable, the validity and enforceability of the other clauses of these general terms and conditions shall not be affected.

2. The Parties undertake to replace such void, invalid or unenforceable clause in joint consultation immediately by a clause that approaches the purpose of the original clause as much as possible.

3. In case there is contradiction between the different language versions of these general terms and conditions, the version in Dutch, which is the only authentic version, prevails.

#### **Article 18 Governing Law and Jurisdiction**

1. Any and all agreements between Flieger Law Office bvba and the Client shall be governed exclusively by the laws of Belgium.

2. The Parties shall settle their disputes preferably amicably.

3. As far as the collection of fees is concerned, in the *Reglement van de Orde van Advocaten te Antwerpen van 17 december 2012 op de invordering en taxatie van erelonen* [Regulations of the Antwerp Bar Association of 17 December 2012 on the collection and taxation of fees] a mediation procedure is foreseen. This mediation procedure is not obligatory, but both Flieger Law Office bvba and the Client can voluntarily apply to this procedure.

The Client can obtain more information about the characteristics and conditions of application concerned on the following website:

[www.balieantwerpen.be](http://www.balieantwerpen.be)> *erelonen* [fees]> *klachten* [complaints].

Barring a written agreement otherwise and barring it is established that the collected fees and costs are not owed by the Client, the contribution in the costs that has to be paid to the Orde van Advocaten te Antwerpen [the Antwerp Bar Association] in application of article 1 of the aforesaid regulation is entirely at the expense of the Client.

4. Prior to any proceedings, the Parties shall preferably but without being obliged thereto have the case called up for an amicable settlement before the competent court or before a body authorized thereto by the *Orde van Advocaten* [Bar Association].

5. Should a dispute between Flieger Law Office bvba and the Client be brought before a court, such dispute shall be brought before the courts of 2018

Antwerpen-Antwerp (the competent justice of the peace) *rechtbank van eerste aanleg te Antwerpen* [Antwerp court of first instance] or the *rechtbank van koophandel te Antwerpen* [Antwerp commercial court]) to the exclusion of any other forum.