



**PRAVOLEX**  
ADVOCATEN MET PERSPECTIEF

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## General terms and conditions

PRAVOLEX BV

Law firm

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## Object

The present note aims to explain to you the general modalities and financial terms within which we will carry out our assignment.

Never hesitate to ask a question. A word of explanation avoids misunderstandings.

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## What is the legal framework for our interventions?

Our interventions oblige us to exercise due care and diligence. These can only be fulfilled in the context of a real collaboration and to the extent that you provide us with all necessary information to defend your interests in good time.

In the context of the business you entrust to us, we are entitled to have us replaced, either for all or part of the services to be performed, by another partner or associate, all within the strict observance of the needs for the defence of your interests.

Our interventions will naturally be made in compliance with the laws and regulations to which the profession of lawyer is subject, as well as with the regulations and recommendations of the Ordre des Barreaux Francophones et Germanophones, the Order of Flemish Bars, the Ordre français des avocats du barreau de Bruxelles, the Dutch Order of Lawyers at the Brussels Bar and the Ordre des avocats du Barreau du Brabant Wallon, to which we are subject.

The funds we might have to deal with, either on your behalf or on behalf of third parties, will be routed exclusively through our third-party accounts, subject to the control of our Orders.

## How are we insured and what is our liability ?

Our civil professional liability is insured with the insurance company Ethias, Rue des Croisiers 24, 4000 Liège (tel : 04/220.31.11.). Coverage applies geographically throughout the world, with the exception of the United States of America and Canada

Lawyers registered with the Dutch Bar Association at the Brussels Bar have professional liability insurance with the insurance company AMLIN Europe at 1210 Brussels, Boulevard du Roi Albert-II 9.

In the context of the assignments entrusted to them, the professional liability of Pravolex, its partners and employees is limited to the amounts specified in the professional insurance policy taken out, and this within the terms and conditions of the insurance policy. The sum insured today is EUR 1,250,000.00. At your express request, in the context of a specific case, additional insurance can be taken out with higher cover, subject to payment of an additional insurance premium.

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## How are our costs and fees calculated ?

Our fee and expense statements are divided into three parts :

### I. Expenditure

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These represent the costs that our office has had to spend on your behalf. These are mainly bailiff fees, court fees, copying fees, the costs of obtaining civil status documents, address searches, issuance of cadastral records, mortgage statements,...

These costs will be charged to you at cost price.

## ***II. The cost***

These costs represent the office's internal costs such as paper, stamps, envelopes, telephone costs, photocopies, cost of administrative staff, depreciation of IT and telecommunications equipment, travel expenses, archiving and conservation costs.

These costs are estimated at a flat rate of 15% of the fees, excluding costs relating to registered mail and travel, and with an initial flat rate of EUR 130.00 on account of filing costs (opening the file, computer encoding, classification, accounting).

It may also be agreed with you to charge these costs as follows :

<b>TYPE OF ISSUE</b>	<b>COST PRICE</b>	<b>CODE</b>
Opening file	130.00 Eur/ per file	OUVD
Correspondence	9.50 Eur per	CORR
Types of procedural documents, inventories, contracts	9.50 Eur per page	DACT
Photocopy (black and white)	0.30 Eur per page	COPY
Photocopy (colour)	0.65 Eur per page	COPC
Photography	Eur 1.29 each	PHO
Search in the National Register	Eur 15.00 per application	RN
Typing an e-mail without secretarial intervention	Eur 5.50 per page	CORM
Cost of registered mail	15.00 Eur per registered mail, more additional postage at cost price	REC
Relocation costs	0.70 Eur per Km	DEPL
Special services of the secretariat (outgoing telephone calls, information searches, common appointments, compilation of document bundles)	65.00 Eur per hour	PSEC

These amounts may be revised according to changes in the cost of living and/or salary scales applicable to our personnel. The aforementioned amounts do not include VAT.



We can provide you with an interim cost and fee statement at any time.

The commission applications, as well as the payment of the balance of fees, costs and expenses as detailed in the final statement at the termination of our intervention, are payable on single demand, and at the latest within 30 days of the application.

Failing this, and after formal notice, we reserve the right to suspend any intervention on your behalf, at your absolute own risk. Moreover, in this case, the unpaid amounts will be increased by the additional costs incurred for their recovery, as well as the late payment interest, according to the interest rate provided by the Law of 2 August 2002 on combating late payment in commercial transactions.

## What happens if there is still a disagreement between us ?

Any dispute shall be the subject of an attempt at conciliation brought about by the Bar Association and, failing conciliation, shall be settled in accordance with common law but always in compliance with the regulations of the Bar Association in which the lawyer is registered.

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## Processing of personal data

### ***I. How are your personal data processed?***

Pravolex complies with the General Data Protection Regulation (EC 2016/679) and ensures the confidentiality of all personal data that concerns you, which were collected and processed within the firm.

By " Pravolex " you should mean all lawyers carrying on their activities through the bvba Pravolex lawyers association, as well as the staff of the association.

The terms used in the present paragraph have the meaning assigned to them by Regulation (EC) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter " AVG ").

### ***II. Who is the controller?***

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Pravolex BV (KBO 071 59 54 22) is the controller of your personal data.

**III. What are personal data?**

Personal data refer to any "information relating to an identified or identifiable natural person, either directly or indirectly, in particular by means of an identifier, such as a name, an identification number, location data, an online identifier or of one or more elements characterising the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person".

**IV. For what purposes and on what legal basis do we process your personal data?**

Your personal data may be processed by Pravolex when the processing is necessary:

- When contacting you, namely, when collecting your personal data on the occasion of making an appointment, when opening your file. The processing has as its legal basis the implementation of the pre-contractual measures taken at your request.
- In the proper execution of the assignment you entrust to us. This includes the management of your file, in the broadest sense, and, namely, all actions useful for the exercise or defence of your interests, whether before the judicial authorities or not, and likewise, the accounting and financial management of your file. The processing has as its legal basis the performance of a contract to which you are a party.

Ranging from the targeted communication of information based on your professional sector about our services and/or products to invitations to attend some event organised by Pravolex. The processing is based on the legitimate interests we pursue. At any time, you have the right to object to such processing by informing us.

- For compliance with a legal obligation to which Pravolex is subject;
- For other specific purposes for which express consent will be sought from you.

**V. Who are the recipients of your personal data?**

Indeed, in addition to Pravolex's lawyers and members of its staff, based on the need to have access to that information, Pravolex may cooperate with the following recipients: lawyers, bailiffs, notaries, accountants, judicial mandataries, experts, boards and public services, one of lawyers' orders and any other order bodies. Your personal data will be shared with these recipients if reasonably necessary for the fulfilment of our mission or if a legal obligation requires it.

**VI. Who are the subcontractors that can be induced to process personal data that concerns you?**

Subcontractors may be led to process your personal data in the name and on behalf of Pravolex and on the basis of our guidelines. These are in fact suppliers of IT services or even lawyers who are not part of our association, without this list being exhaustive.

Pravolex ascertains that it only uses subcontractors who provide sufficient guarantees in terms of compliance with the provisions of the AVG. Useful agreements are signed, to this effect, with the subcontractors concerned.

**VII. How long will your personal data be kept?**

The processing is done throughout the duration of our assignment and continues after the end of the assignment to give us the necessary time to fulfil our legal obligations (namely of retention), assert our rights or prevent any possible conflict of interest. The usual retention period applicable to personal data, the processing of which is necessary for the performance of a contract, is 10 years from the end of the aforementioned contract or our assignment.

**VIII. What are the contact details of our Data Protection Officer?**

You can contact our Data Protection Officer at the e-mail address [privacy@pravolex.be](mailto:privacy@pravolex.be) for any additional information, or to assert your rights.

**IX. What are your rights?**

*Right of inspection*

You have the right to obtain confirmation from Pravolex as to whether or not data concerning you are being processed and, if so, you have the right to access the aforementioned data by sending an e-mail to [privacy@pravolex.be](mailto:privacy@pravolex.be) or a letter to the address of our registered office.

*Right of rectification*

You have the right to demand that the incorrect data would be corrected and that the inappropriate or redundant data would be removed, subject to sending an e-mail to [privacy@pravolex.be](mailto:privacy@pravolex.be) or by sending a written request by post to the address of the company headquarters.

We draw your attention to the fact that you are obliged, at all times, to verify the accuracy of the data you communicate to us.

*Right to oblivion*

If you no longer wish your data to be processed and are under the conditions to request the right to data erasure, we will then remove your data from the databases.

This deletion will be done within the month following the notification of your request, unless the retention of the data proves necessary to comply with a legal obligation or for the establishment, exercise or defence of rights in court.

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*Right of transferability*

To the extent necessary, you are also entitled to the portability of your data under the conditions provided by applicable data protection legislation.

*Right of objection*

You also have the right to object to any use of your data for prospecting purposes. You may exercise your right to object at any time, free of charge and without having to provide justification, by sending an e-mail to the following address: [privacy@pravolex.be](mailto:privacy@pravolex.be)

You can also unsubscribe from marketing messages by following the unsubscribe guidelines included in each marketing message sent to you. We will comply with your request(s) as soon as possible.

*Right to restriction of processing*

Finally, you have the right to obtain from Pravolex the restriction of the processing of your data in accordance with applicable data protection legislation.

**X. How do we protect your personal data?**

To best protect your personal data, Pravolex takes all reasonable steps to avoid the loss, misuse, disclosure, unauthorised access or alteration of that personal data.

Appropriate measures, both technical and organisational, are taken to ensure a satisfactory level of safety.

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## **RIGHT OF WITHDRAWAL**

### ***I. Principles***

If you enjoy our services as a consumer, i.e. as a private individual for private purposes, and if the contract with our firm was concluded by you remotely, i.e. outside Pravolex's offices, you have a right of withdrawal in accordance with Book XIV of the Economic Law Code.

This right of withdrawal, whose modalities of exercise are explained to you below, grant you the right to withdraw your agreement concluded with Pravolex, without any justification or payment of additional costs.

If you want our intervention to start before the withdrawal period has expired, **you acknowledge the expiry of your right to withdraw once our performance has started**

### ***II. Commissionin***

#### *Term*

The right of withdrawal granted to you starts from the conclusion of the contract with Pravolex. The exercise period is **14 calendar days**.

#### *Notification of withdrawal decision*

In order to exercise your right of withdrawal, we must receive your decision to this effect before the expiry of the aforementioned period of 14 days. You can either use the withdrawal form attached or send us, at your choice, an e-mail, fax, simple or registered letter, stating unequivocally your decision to withdraw from the agreement with Pravolex.

### ***III. Elaboration***

If you validly exercise your right of withdrawal within the required period, any payments we may have received in connection with our intervention will be refunded to you in full no later than 14 days after we have been informed of your decision to withdraw.

Unless otherwise agreed, we will reimburse you the amounts due, free of charge, using the same payment method you were entitled to use to pay our fees.

### ***IV. Early intervention at express request***

If you request us to commence our intervention before the expiry of the withdrawal period, **you will owe Pravolex, by way of fees, an amount to cover the insured services up to the date of the withdrawal decision**. This amount will be calculated on the basis of the hourly rate.

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Withdrawal form - model

(Please complete and return this form only if you wish to withdraw from the agreement)

For the attention of the law firm Pravolex, located at

Switzerland Street 16

B- 1060 Brussels

(fax : +32 (0)2 851 46 03 - )[info@pravolex.be](mailto:info@pravolex.be)

I/We (\*) hereby give notice to you of my/our (\*) withdrawal from the contract relating to the sale of the goods/services (\*) described below

.....

Ordered on (\*)/received on (\*).....

Name of consumer(s) .....

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Address of consumer(s)

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Date.....

Signature of consumer(s) (only in case of written notification of this form)

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(\*) Delete what does not fit.

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