

Terms and Conditions

1. Identification and Application

BV DC Advocaten is a limited liability civil partnership, registered with the Crossroads Bank for Enterprises in Antwerp under number 1004.000.181, with offices located at 2000 Antwerp, Amerikalei 211.

BV DC Advocaten is a company that offers legal services in the broadest sense of the word. Unless agreed otherwise in writing, BV DC Advocaten is always the exclusive contracting party of the client. The client acknowledges that BV DC Advocaten is authorized to engage third parties in the execution of its services. To the extent that BV DC Advocaten may need to engage a bailiff in the exercise of its services, a direct contractual relationship is established between the client and the bailiff.

The client accepts that these general terms and conditions exclusively apply to the legal relationship between BV DC Advocaten and the client. Unless agreed otherwise in writing, the applicability of the client's or third party's general terms and conditions is expressly excluded. BV DC Advocaten notes that each client has the opportunity to negotiate the distinct provisions of these current general terms and conditions.

2. Information and Confidentiality

To properly represent the client's interests, the client undertakes to provide BV DC Advocaten with all useful information in a timely and careful manner throughout the assignment. The client is responsible for the completeness and accuracy of the information.

BV DC Advocaten and the lawyers associated with the firm, in turn, commit to correctly complying with the various legal and ethical obligations incumbent upon them.

BV Advocatenkantoor also commits to handling every assignment with due care and necessary confidentiality. For this reason, it is forbidden to record conversations with lawyers using any medium and/or to transmit letters, advice, procedural documents, and similar materials received from BV DC Advocaten to third parties.

3. Intellectual Property Rights

Intellectual property rights are vested in the documents drafted by or on behalf of BV DC Advocaten. These documents may not be distributed, disclosed, or exploited in any way without prior written consent.

4. Anti-Money Laundering Compliance

BV DC Advocaten draws the client's attention to the existence of reporting and identification obligations, including those stipulated in the law of September 18, 2017, for the prevention of money laundering, the financing of terrorism, and the restriction of the use of cash.

The client acknowledges that BV DC Advocaten is obligated to fulfill its legal reporting and identification obligations and will cooperate accordingly.

5. Fees and Costs

The calculation method for fees and costs will be communicated at the start of the assignment.

Unless otherwise agreed, BV DC Advocaten calculates its fees at the disclosed hourly rates, reserving the right to adjust these rates once a year.

Costs can include fixed general office expenses and specific charges for particular services.

BV DC Advocaten will regularly invoice fees and costs via (interim) invoices. BV DC Advocaten also reserves the right to make the performance of its work dependent on the payment of advances, which will be invoiced via an advance invoice.

Amounts invoiced by BV DC Advocaten must be paid within fourteen days from the date of the invoice. Any dispute regarding BV DC Advocaten's invoice must also be reported within fourteen days from the date of the invoice.

In case of late payment, interest is due from the due date of the invoice, or, for consumers, from the expiration of the waiting period. The applicable interest rate is equal to the rate stipulated in Article 5 of the law of August 2, 2002, regarding the fight against late payment in commercial transactions.

In case of late payment, BV DC Advocaten is also entitled to charge a penalty clause of 10% of the unpaid amount or, for consumers, the maximum allowable penalty clause. BV DC Advocaten also reserves the right to suspend the execution of its services and/or terminate the agreement with immediate effect.

The client accepts that BV DC Advocaten has the right to offset sums still owed to BV DC Advocaten or third parties it has called upon with the amounts that BV DC Advocaten receives on its third-party account for the benefit of the client. The costs incurred by the bailiff will be invoiced by the bailiff to the client.

For the sake of completeness, BV DC Advocaten clarifies that the costs of a judicial and/or administrative procedure are not limited to the aforementioned fees and costs. Therefore, with a view to estimating the total costs, consideration must also be given to court fees, registration fees and rights, as well as attorney's fees.

6. Third-Party Funds

All amounts received by BV DC Advocaten in its third-party account will be transferred to the designated recipient's account as soon as legally permitted.

If BV DC Advocaten is not entitled to transfer an amount it receives into its third-party account, BV DC Advocaten will notify the client of this as soon as possible.

7. Termination of the Agreement

Both parties have the option to unilaterally terminate the legal relationship in writing.

If BV DC Advocaten unilaterally terminates the legal relationship, it will grant the client sufficient time to allow the client to engage another lawyer.

To the extent that the client unilaterally terminates the legal relationship, the client will compensate BV DC Advocaten for all of its expenses, labor, and what it could have gained in the context of this legal relationship.

8. Liability

Except in the case of intent, BV DC Advocaten's liability is limited to the amount covered by its professional liability insurer, which may be maximally held liable up to an amount of EUR 2,500,000.00.

However, if BV DC Advocaten's professional liability insurer refuses coverage, BV DC Advocaten's liability, except in the case of intent, is limited to the amount of the client's paid fees, with a maximum of EUR 25,000.00.

In order to assess BV DC Advocaten's potential liability, the client acknowledges that BV DC Advocaten's obligations, except for a written deviating clause, must be qualified as an obligation to make efforts. As for errors made by third parties engaged by BV DC Advocaten, BV DC Advocaten cannot be held liable, except for the intentional fault of these third parties.

The client is advised that, within the statutory provisions, he can only claim compensation for any damage if the client has put BV DC Advocaten in default within six months from the moment a normal and careful person could have detected the error on the part of BV DC Advocaten.

9. Protection of Personal Data

BV DC Advocaten takes care of your personal data. More information can be found in our privacy policy, available on our website.

The client is responsible for the accuracy of the data he provides to BV DC Advocaten and undertakes to comply with the General Data Protection Regulation when transmitting personal data.

The client has the right to access, rectify, delete, and object to his data and can file a complaint with the data protection authority in case of misuse of his data.

10. Applicable Law and Competent Court

The legal relationship between BV DC Advocaten and the client is governed by Belgian law.

In case of dispute, the courts in Antwerp, Antwerp division, are competent to hear the dispute.