



PRAVOLEX

адвокаты - advocaten - avocats – lawyers

Terms of intervention and fees

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(BBRUBEBB)

Object

The purpose of this letter is to explain the general methods of intervention and the financial conditions under which we will carry out our mission.

Never hesitate to ask a question. An explanation avoids misunderstandings.

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What is the legal framework for our interventions?

Our interventions commit us to obligations of means and diligence. These can only be carried out in a spirit of real collaboration and to the extent that you will provide us in a timely manner with all the information necessary to defend your interests.

We may be replaced, for all or part of the services to be performed, by another partner or collaborator, all in strict compliance with the needs of the defense of your interests.

The services will obviously be carried out in compliance with the laws and regulations to which our legal profession is subject as well as the responsibility of the regulations and recommendations established by, the Order of Francophone and German-speaking Bars, Nederlandse Orde van Advocaten bij de Balie van Brussel, the French Bar Association of Brussels to which we belong.

Funds that we may be required to handle either on your behalf or on behalf of third parties, will pass exclusively through our third-party accounts subject to the control of our Orders.

How are we insured and what is our responsibility?

Lawyers registered with the Brussels Bar are insured in professional civil liability by the insurance company Ethias, Rue des Croisiers, 24 to 4000 Liège (tel: 04/220.31.11.) for the whole world as territorial scope with the exception of the United States and Canada.

Lawyers registered with the Nederlandse Orde van Advocaten bij de Balie van Brussel are insured by the insurance company AMLIN EUROpe te 1210 Brussel, Koning Albert-II laan 9.

As part of the missions entrusted to them, the responsibility of PravoLex, its partners and collaborators is capped at the amounts of the professional insurance policy subscribed, within the limits of the blanket. The insured amount currently amounts, as an indication, to the sum of EUR 1,250,000.00. At your explicit request, insurance covering a higher amount or the excluded regions may be taken out as part of a specific case, subject to the payment of an additional premium.

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How are our fees and expenses calculated?

Our statements of fees and expenses are divided into three parts:

I- Disbursements:

They represent the costs that our Firm is required to incur on your behalf. These are essentially the costs of bailiff, registry, copies, issuance of civil status documents, shipments, home searches, issuance of cadastral matrices, mortgage statements, etc.

These fees are passed on to you at cost price.

II- Expense costs

These costs represent part of the Firm's internal costs such as stationery, stamps, envelopes, photocopies, cost of administrative staff, depreciation of computer equipment, telecommunications, travel, archiving and storage.

These costs are fixed at an amount corresponding to 15% of the total fees, with the exception of those relating to (1) registered mail, (2) travel and (3) an initial flat rate of EUR 125.00 for file fees (opening of the file, computer encoding, filing, bookkeeping and accounting).

We may also agree with you that these charges be accounted for as:

TYPE OF FEES	COST	CODE
Opening / archiving a file	125,00 EUR/ per file	OUVD
Correspondence	9,50 EUR per page	CORR
Typing of procedural acts, inventories, Contracts	9,50 EUR per page	DOHC
Black and white photocopy	0,30 EUR per page	COPY
Color photocopy	0,65 EUR per page	COPC
Photography	1,29 EUR each	PHO
Search the national register	15,00 EUR per request	RN

Typing an email without intervention of the secretariat	5,50 EUR per page	CORM
Registered mail	15,00 EUR per registered mail, in addition to any cost of additional stamps at cost price	REC
Travel expenses	0,60 EUR per Km	DEPL
Special services of the secretariat (telephone communications given, search for information, making joint appointments, linking of file of documents)	30,00 EUR per hour	PSEC

These amounts may be revised in the light of changes in the cost of living and/or the salary scales applicable to our staff. They are exclusive of VAT.

III- Fees

The fees primarily represent the remuneration of the lawyer's intellectual work, such as consultations, telephone calls, meetings, experts' opinions, study of files, research, preparation of conclusions, drafting of contracts, negotiations, motions, summonses, court notes, preparation of pleadings, pleadings, appearances at remission hearings, pre-trial hearings, procedures at registries, at the Public Prosecutor's Office, reading correspondence and judgments, drafting of mail.

Besides, these fees include part of the costs of infrastructure such as buildings, lighting, heating, access to documentation centres, libraries, continuous education and attendance of conferences.

The basic hourly rate is between 150.00 and 250.00 EUR (excluding VAT) per hour.

The application of the rate constitutes a basis that can be specified, in agreement with you, according to certain criteria, such as the urgency to be given to the processing of the file, its difficulty, or the result obtained. These basic amounts are adaptable annually.

Services performed by the lawyer at the request of the client after 6 p.m. on working days or weekends or public holidays are billed at the hourly rate multiplied by two.

In case of regular requests from the customer by Whatsapp / Viber / chat, one to two hours of services will be charged monthly, depending on the intensity of communications.

In cases assessable in money, the percentage related to the result obtained will be applied in addition to the hourly rate charged:

- Amount recovered from 1 € to 50.000 € : 10 %
- Amount recovered from 50.001 to 125.000 € : 8 %

- Amount recovered from 125.001 € to 250.000 € : 6 %
- Amount recovered from 250.001 € to 300.000 € : 4 %
- Amount recovered from €300,001 : 2 %

When are the fees due?

As soon as the file is opened, a request for provision evaluated according to the foreseeable cost of the services corresponding to the first duties of the contracts may be sent to you. This request for provision constitutes a purchase order within the meaning of Article XIV.55 of the Code of Economic Law.

New requests for provisions will be sent to you in accordance with the evolution of the file. These provisions are not necessarily representative of the progress of the duties or the level of the costs and disbursements incurred on the day of the request. However, they allow you to monitor the financial load of your file's progression.

We may, at any time, draw up a statement of fees and intermediate costs.

Calls for provisions such as the payment of the balance of the fees and disbursements - as they will be detailed in the final statement established at the end of our intervention - are to be settled on simple request and at the latest within thirty days from the sending of the request.

Otherwise, and to the extent that it is not followed up after the sending of a reminder, or even a formal notice, we reserve the right to suspend any intervention on your behalf, at your risk and exclusive perils. In addition, in this case, the amounts remaining unpaid will be increased by the additional costs incurred for their recovery and default interest due at the rate provided for by the law of 02 August 2002 on Late payments in commercial matters.

What happens if we disagree?

Any dispute must be handled in a conciliation procedure organized by the Bar Association and, in the absence of conciliation, is settled in accordance with ordinary law but always in compliance with the regulations of the Order to which the lawyer belongs.

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How can you withdraw from our services?

I. Principles

If you benefit from our services as a consumer, i.e. as a natural person for private purposes, and if the agreement you have concluded with our firm has been concluded remotely, i.e. outside PravoLex's office, you have a right of withdrawal, under Book XIV of the Code of Economic Law.

This right of withdrawal, the terms of implementation of which are set out below, authorises you to withdraw from the agreement concluded with PravoLex, without having to justify your decision or incur any additional costs.

If you wish our intervention to take effect before the withdrawal period has expired, **you acknowledge losing this right of withdrawal as soon as our services have been started.**

II. Implementation

Delay

The right of withdrawal granted to you runs from the conclusion of the agreement with PravoLex. The withdrawal period is **14 calendar days**.

Notification of the decision to withdraw

To exercise your right of withdrawal, this decision must reach us before the expiry of the aforementioned 14-day period. You can either make use of the enclosed withdrawal form, or send us, at your choice by email, fax or simple or registered mail, an unambiguous statement setting out your decision to withdraw from the agreement concluded with PravoLex.

III. Effect

If you validly make use of your right of withdrawal within the required period, the payments we have received as part of our intervention will be refunded to you in full at the latest within 14 days from the day you informed us of your decision to withdraw.

Unless otherwise agreed, we will refund the amounts due, free of charge, using the same payment method that you used for the payment of our fees.

IV. **Early intervention on express request**

If you require us to start our intervention before the expiry of the withdrawal period, **you will be liable to PravoLex, as a fee, for an amount corresponding to the services provided up to the day of the decision to withdraw.** This amount will be calculated on the basis of the hourly rate.

Model withdrawal form

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

To the attention of the law firm PravoLex
Rue de Suisse 16
B-1060 Brussels

(fax: +32 (0)2 851 46 03 – info@pravolex.be)

I/We(*) hereby notify you (*) of my/our(*) withdrawal from the contract for the sale of the goods(*)/services below

.....

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

Name of consumer(s).....

.....

Address of consumer(s).....

.....

Date.....

Signature of the consumer(s) (only in case of notification of this form on paper)

.....

(*) delete as inappropriate
