

General Terms & Conditions

The general terms & conditions below apply to all services rendered by associates, lawyers and employees of EQUAL SCRL (hereinafter referred to as “EQUAL”) as part of the activity of the said company.

1. **EQUAL** is a partnership governed by Belgian law incorporated as a cooperative company with limited liability. Its corporate purpose is to exercise the profession of lawyer. EQUAL CVBA/SCRL is registered in the Crossroads Bank for Enterprises (“Banque-Carrefour des Entreprises”) under number 0607.972.937.

The lawyers who practise in this firm are registered either in the French-Speaking Bar in Brussels or the Dutch-Speaking Bar in Brussels.

2. **Professional rules.** The lawyers at EQUAL adhere, in their professional practice as lawyers, to the professional rules that apply to them, in accordance with the Bar Council they are members of.
3. **Provider of services.** All tasks are accepted and carried out by EQUAL. Consequently, EQUAL accepts responsibility for the services provided by their lawyers and staff. In accordance with the professional rules, the associate in charge of a case is always jointly and severally liable for the commitments of the company vis-à-vis the client.
4. **Beneficiary of the services.** EQUAL carries out all tasks for the sole benefit of the client who has entrusted it with that task. EQUAL’s services are covered by professional secrecy. These services may not be used by third parties and EQUAL shall have no liability thereto except by way of express prior agreement in writing.
5. **Public procurement.** When responding to public tenders or private tenders for legal services, the EQUAL association may be required, under strict adherence to the professional rules that govern lawyers, to disclose the name of the clients for which it works or has worked in the matters concerned, and it can furthermore provide information regarding the purpose of the tender in the cases it handles or is to handle. The information communicated shall under no circumstances relate to the client’s personal data. The client agrees to this communication, which is revocable ad nutum.
6. **Involvement of third parties.** EQUAL can call upon third parties, with the agreement of its client, to perform services on behalf of the client. EQUAL shall under no circumstances be held liable for mistakes or failures committed by third parties in the performance of their services.
7. **Liability and insurance.** EQUAL’s liability is limited to the amount covered by its professional indemnity insurance. The indemnity limit of this insurance policy is currently set at EUR 15,000,000.00 per claim. A copy of the insurance policy can be provided on request.

If, for whatever reason, the insurance policy should not cover EQUAL's liability, EQUAL shall cover it personally, limited to three times the amount of the fees duly paid by the client concerned over the course of the year that precedes the date on which the claim arose.

The liability of the lawyers exercising their profession at EQUAL is limited to the amount covered by their professional indemnity insurance. This liability is covered by a collective insurance policy subscribed with the Association of French- and German-speaking Bars (OBFG) or the Flemish Bar Association (OVB).

Any right to compensation shall lapse if the claim for compensation has not been notified in writing to EQUAL within the year following the discovery of an event for which EQUAL is or could be liable.

8. **Indemnification vis-à-vis third parties.** The client holds EQUAL harmless against any claims from third parties arising from the task entrusted by the client and/or the services rendered for the client, except insofar as such claim concerns a failure by EQUAL.
9. **Termination.** The client can at any time put an end to the relationship with EQUAL, without stating reasons. In such a case, the client remains obliged to pay for the services provided prior to the notification of the end of the relationship and to bear any expenses incurred by EQUAL prior to said notification. EQUAL can terminate the relationship with the client in accordance with the professional rules that apply.
10. **Fees and expenses.** Unless agreed otherwise, the fees are calculated based on the number of hours spent multiplied by the hourly rates set by EQUAL and communicated at the time of opening the case. Unless agreed otherwise, the expenses incurred by EQUAL on behalf of the client shall be calculated separately (for example, appraisal expenses, travel expenses, and translation expenses). Only general office expenses (such as postage, telephone, fax, photocopies, etc.) are included in the fees. All amounts are stated with no VAT included. Invoices are payable within 30 days of the invoice date. Any complaint pertaining thereto should be filed within 30 days of the invoice date. In the absence of any complaint by this date, the invoice shall be deemed irrevocably accepted.
11. **Client or third-party funds.** Funds that EQUAL receives on behalf of clients or a third party and that need to be reserved for the same shall be placed in a third-party account with a financial institution selected by EQUAL. EQUAL shall bear no responsibility in the case of default by the financial institution concerned or by any other financial institution involved in the transfer of funds, or for any other deeds or omissions by financial institutions.
12. **Scope of the general terms and conditions.** The present general terms and conditions apply ipso jure to all relations with EQUAL clients and to all tasks accepted by EQUAL, unless expressly agreed otherwise in writing by two EQUAL associates. The general terms and conditions can be updated where necessary. They can be consulted on the website www.equal-partners.eu. In case of discrepancy between the English, French and Dutch versions of these general terms and conditions, the French version shall prevail.

In the event that a clause or part thereof of the present general terms and conditions is declared null and void or not applicable, all other clauses shall remain applicable.

13. **Applicable law and jurisdiction.** The relationship between EQUAL and the client is governed by Belgian law, excluding the rules of private international law. Any disputes shall exclusively be submitted to the Courts of Brussels.