



Cazimir is committed to providing optimal service to its clients. Smooth interaction and collaboration between attorney and client is therefore extremely important. After all, an attorney provides a tailor made service, based on concrete facts.

**1. General information**

Cazimir is a professional partnership in the form of a limited liability company, with offices at 1831 Diegem, Berkenlaan 8A bus 4, and registered in Brussels at the Kruispuntbank van Ondernemingen (KBO, Crossroads Bank for Enterprises) under number 0819.828.459. Cazimir has four branches, specifically in Diegem (KBO 2.182.601.948), in Kortrijk (KBO 2.182.602.443), in Gent (KBO 2.299.306.806) and in Antwerp (KBO 2.215.915.015).

**2. Applicability**

These General Terms and Conditions are applicable to all services provided by the attorneys working at Cazimir with regard to its clients. The contractual relationship exists between the clients and Cazimir, even if the client only has contact with one or more specific attorneys working at Cazimir.

In the event of inconsistency, these General Terms and Conditions will prevail over any client General Terms and Conditions stating otherwise, unless otherwise agreed upon in writing by one of the Cazimir directors. Agreements that would differ from one or more clauses in these General Terms and Conditions will only replace the clause or the clauses from which they differ. The other clauses remain fully applicable.

**3. Agreement**

The attorneys working at Cazimir perform their services in the name of and at the expense of Cazimir, unless they have explicitly indicated that they are handling it on their own for a specific dossier.

Cazimir is the client's only contracting party for every service performed by its attorney partners, attorney staff, attorney trainees and appointees. Nonetheless, when an attorney associated with Cazimir handles a dossier on his/her own, only the attorney in question is the client's contracting party.

The agreement between Cazimir and the client is established at the moment that Cazimir begins its provision of service.

**4. Services to be provided**

§1. Cazimir's services may include advice, assistance with mediation, assistance with negotiations, assistance with procedures, assistance with expert investigations, acting as attorney-in-fact.

The parties will clearly state the precise nature of Cazimir's services at the start of the work and, if necessary, during the further performance thereof.

§2. The federal and regional legislation transposing European Directive 2018/822 of 25 May 2018 amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation in relation to reportable cross-border arrangements (hereinafter referred to as DAC 6) into Belgian internal law applies to Cazimir, which therefore potentially qualifies as an intermediary. Client understands and accepts that intermediaries are obliged to report arrangements that fall within the scope of DAC 6, except in cases where the intermediaries are bound by professional secrecy. The activities that Cazimir performs in application of the aforementioned legislation (analysis of the applicability of the notification obligation, informing the client, acting as special attorney-in-fact, etc.) are fully included in the services of Cazimir (cf. §1). To the extent that Cazimir is bound by professional secrecy, the arrangement will be reported by one or more other intermediaries or in certain cases by the client itself. In this case, the client can mandate Cazimir to make the report in its name and on its behalf.

§3. Cazimir's engagement is always a best efforts obligation and can in no case be interpreted as an obligation of result.

**5. Internal distribution of tasks**

Unless the client is explicitly opposed, Cazimir is free to distribute dossiers or specific aspects of dossiers internally among its attorney staff. This internal distribution will occur as much as possible in accordance with the attorneys' preferred areas of practice and/or the client's requirements. Work is performed in teams where necessary. The dominus litis always retains the supervision over the dossier.

**6. Information**

The client promptly provides to Cazimir, at the start of the agreement as well as during its duration, if applicable, upon Cazimir request, all the information that is required in order to enable the optimal execution of its provision of service. Cazimir is not liable for damages that would result from incorrect or incomplete information provided by the client.

In the event the client, after having received a request from Cazimir for this purpose, fails to provide the requested information within the stated period or to fulfil specific formalities, Cazimir retains the right to suspend its action and to invoice the services already delivered.

Pursuing legal procedures entails specific costs, including the legal fees in addition to own attorney fees. In principle, (in civil cases) the unsuccessful party should bear the (legal) costs. These costs typically include the summons costs and a contribution towards the other party's legal representation costs, that is, a flat-rate compensation for the costs and fees of the attorney for the unsuccessful party.

The amount of the legal representation contribution is established in accordance with specific rules and (periodically indexed) rate scales. For other procedures - criminal procedures, administrative procedures... - specific rules apply, whether or not similar.

## **7. Appeal to third parties**

If it is necessary for the execution of the service that an appeal is made to a bailiff or a translator, the client leaves this choice to Cazimir. The same applies for the execution of simple tasks (depositing a procedural document, appearing at a (initial) hearing ...) by a local attorney.

If it is necessary for the execution of the service that an appeal is made to other third parties, such as (foreign) attorneys, civil-law notaries, accountants, revisers or experts, these will be selected in consultation with the client. Without prejudice to this consultation, Cazimir, in the execution of its assignment, is always mandated as mandatory by the client to provide such service providers assignments on behalf of and at the expense of the client, in which case the service provider's invoice to whom an appeal is made in the client's name will be issued and that invoice must be paid by the client directly to the relevant service provider.

## **8. Compensation**

§1. Cazimir will periodically charge the client for its work, administration costs and advance costs by means of a statement of fees and costs. Specification of the work performed and the costs will be sent to the client upon first request.

§2. Unless otherwise agreed upon, the work performed under the item fees will be charged on the basis of a fixed amount specified by Cazimir, whereby in addition to the nature, the complexity, the effort and the urgent nature of the case, mainly the time that is spent on a particular dossier is taken into account and the basic hourly rate of the attorneys who perform the relevant services.

Cazimir also specifies the base hourly rate in accordance with the nature of the case, the effort, the degree of difficulty, the experience of the attorney handling the case in the relevant legal matter and the urgent character of the assignment.

The basic hourly rates are indexed on an annual basis and can also always be adjusted on an individual basis per attorney. The client can always request all the current basic hourly rates from Cazimir.

Without prejudice to the charges for fees, the administration and office expenses, including costs for opening the dossier or partial dossiers, dactylography costs, printing and copying costs, postage costs, telephone costs, ... will be charged under the item administration costs, and will take the form of a flat-rate cost percentage of 8% of the fees charged.

Cazimir and the client can mutually agree upon - for example, for undisputed cases and simpler cases - different formulas for the calculation of the fees and the administration costs. Such formulas can consist of, among other things:

- the charge of a flat-rate amount per case or per case per capacity;
- the charge of only interest, compensation and/or the contribution towards the other party's legal representation costs per case (regardless whether these amounts can be effectively recuperated by the client).

The costs that Cazimir has advanced to third parties, such as registrars, mortgage offices, registration offices, official or unofficial databanks, third party attorneys, bailiffs, civil-law notaries, translators, accountants, revisers, experts and (national and foreign) agencies, will be charged individually under the item costs based on the actual costs borne (more VAT if applicable).

§3. Cazimir reserves the right to request a commission from the client, prior to the start of and during the course of its work, by means of a retainer and to start its work and to continue it, respectively, only after advancing the costs or paying the fees. A retainer is also included in a statement of costs and fees in these terms and conditions.

A commission is a flat-rate amount that the client pays to Cazimir prior to an interim statement or final statement. This commission can be in regards to actions already delivered or advanced costs, or can be an advance on actions still to be delivered or costs to be made, or a combination of both. The commissions will be deducted from the total amount in the interim statement or final statement.

§4. The entry of a statement of fees and costs in the Cazimir accounts is considered proof that it has been sent and has been received by the addressee.

§5. If the client does not agree with a statement of fees and costs, he/she must object, under penalty of loss of right, in writing and with reasoning, within 14 days of the statement date.

§6. Unless agreed upon otherwise, all the fee statements are payable at the offices of Cazimir, without discount, within 15 days after the invoice date.

If a statement of fees and costs is not paid by the statement expiration date, Cazimir is, without having to provide the client in advance with a registered notice of default, (a) entitled to charge default interest at an interest rate of 10% as of the statement date until the date of full payment, as well as (b) being entitled to charge a flat-rate damage compensation of 10% of the overdue amount, without prejudice to its right to legal fees (including the applicable compensation costs for legal representation), should a legal recovery follow.

In this case, Cazimir is also entitled to either suspend the execution of its work on all the dossiers for the client concerned until the moment that all the statements have been paid in full, or to immediately terminate the collaboration with the client.

Cazimir is not liable for damages that result from the suspension of its work or the termination of its agreement with the client.

§7. If Cazimir looks after the interests of multiple clients in a case, all of these clients are jointly and severally and indivisibly liable to pay the statements of fees and costs related to this case (if applicable, in addition to the appurtenances stated in § 5 and all recovery costs), irrespective of which client Cazimir has created its statement of fees and costs.

## **9. Third party funds**

§1. Cazimir deposits all the amounts that it receives for its client within the shortest possible time to the client. If Cazimir cannot immediately deposit an amount to the client, it informs the client of the receipt of the amount and the reason why the amount has not been deposited.

§2. Cazimir may withhold sums that it receives on account of the client in order to cover the amounts that the client owes. Cazimir informs the client of this fact.

§3. Cazimir immediately deposits all the amounts that it receives from the client for the account of third parties into the accounts of these third parties.

## **10. Complaints**

If you have a complaint about our office or are dissatisfied about the handling of your case, it would be best to first discuss this issue with the attorney who is handling your case.

If this consultation does not lead to a satisfactory solution for the client, then he/she can contact Wim Vermeulen ([wim.vermeulen@cazimir.be](mailto:wim.vermeulen@cazimir.be)), Nathalie Labeeuw ([nathalie.labeeuw@cazimir.be](mailto:nathalie.labeeuw@cazimir.be)), Olivier De Keukelaere ([olivier.dekeukelaere@cazimir.be](mailto:olivier.dekeukelaere@cazimir.be)) or Tim Melis ([tim.melis@cazimir.be](mailto:tim.melis@cazimir.be)), who will investigate the complaint and, where possible, mediate in order to come to a solution.

## **11. Liability**

§1. All of the attorneys of Cazimir and Cazimir are insured for professional liability at nv Amlin Europe via the Netherlands Bar Association in Brussels, via the Bar Association in Kortrijk or via the Bar Association in Gent or via the Bar Association in Antwerp. The professional liability of Cazimir and of the attorneys working at Cazimir is limited under this policy to the insured amount of € 1,250,000.00 per claim.

§2. The client finds sufficient the aforementioned insurance for Cazimir and its attorneys and accepts that the compensation for the damage that he/she suffers as a consequence of a (even gross) professional error by Cazimir and/or its attorneys and/or appointees will be limited to the amount for which Cazimir and its attorneys are effectively covered and insured under aforementioned policy.

§3. If the professional liability insurer does not cover the damage, the global liability of Cazimir, its attorneys and appointees, contractual as well as non-contractual, will be limited in principal, costs and interests to the amount excluding VAT that was charged in the dossier in which the liability is retained, and upon lack of such a dossier, up to a maximum of € 7,500.00 per claim. If, however, the lack of coverage is the result of an error on the part of Cazimir or its attorneys or appointees, their global liability will be limited to four times aforementioned amounts.

§4. Cazimir and its attorneys cannot under any circumstance be held liable for indirect damages, consequential damage, loss of use or lost profits suffered by the client or third parties.

§5. Without prejudice to the aforementioned, Cazimir and its attorneys are not liable for any shortcomings of third parties that are hired in the execution of their services, if their assignment was provided on behalf of and at the expense of the client. In such an event, Cazimir can therefore also not be jointly and severally or indivisibly liable with such a third party for payment of whatever compensation to the client.

§6. Notwithstanding Cazimir reasonable efforts to protect its emails and attachments from viruses or other defects that can affect computers or an IT system, it remains the client's responsibility to ensure that appropriate measures exist in order to protect the client's computers and IT system from such viruses or defects. Cazimir does not accept any liability for any loss or damage that is the consequence of receiving or using electronic communication originating from Cazimir.

## **12. Intellectual property rights**

The client is prohibited from reproducing, disclosing or using in whatever manner, itself or with the help of third parties, the recommendations, invoices, contracts, process documents, documents and all other intellectual work regardless of form, made by Cazimir, without its prior written consent, other than within the context of the assignment allocated to Cazimir.

### 13. Termination

§1. The client, as well as Cazimir, is entitled to terminate the agreement at any time immediately and without reason.

The client is in this case obligated to pay in full all the work and costs up to the date of termination of the agreement. Cazimir will make a final statement of fees and costs and provide it to the client.

Insofar as permitted legally and in a deontological manner, Cazimir can appeal to its right of retention before transferring its dossier to the client.

§2. Cazimir is not liable for damages that would result from the termination of its agreement with the client.

### 14. Archiving and processing of personal data

After termination of each assignment, Cazimir archives the file and stores it for a period of five years, without prejudice to the legal obligations incumbent on Cazimir to keep (parts of) files for longer periods and to keep them available to various government administrations and/or disciplinary authorities. Original documents can be returned to the client and where applicable must be archived by it. After the aforementioned period of five years, Cazimir has the right to destroy the file.

For more information, our current [Privacy Policy](#) can be consulted on the website.

### 15. Amendment

Cazimir reserves the right to amend the current General Terms and Conditions at any time.

### 16. Applicable law and authorised court

§1. All agreements between Cazimir and the client are governed exclusively by Belgian law.

All the attorneys at Cazimir are subject to (a) the regulations of the Orde van Vlaamse Balies (Flemish Bar Council) and the regulations not yet revoked from the former Nationale Orde van Advocaten (National Bar Association), which can be viewed on [www.advocaat.be](http://www.advocaat.be) and (b) the regulations of the Nederlandse Orde van Advocaten bij de Balie (Netherlands Bar Association) in Brussels, which can be viewed on [www.baliebrussel.be](http://www.baliebrussel.be), or the regulations of the Orde van Advocaten (Bar Association) in Kortrijk, which can be viewed on [www.baliekortrijk.be](http://www.baliekortrijk.be), or the regulations of the Orde van Advocaten (Bar Association), which can be viewed on [www.balie-gent.be](http://www.balie-gent.be) in Gent, or the regulations of the Orde van Advocaten (Bar Association) in Antwerp, which can be viewed on [www.balieantwerpen.be](http://www.balieantwerpen.be), depending on with which Bar the relevant attorney is registered (*supra*, Article 1)

§2. Parties preferably settle their disputes amicably.

§3. For fee disputes, depending on the relevant Cazimir branch (in Brussels, Antwerp, Gent or Kortrijk), there is an extrajudicial dispute settlement procedure via:

- the Netherlands Bar Association in Brussels: the website [www.baliebrussel.be](http://www.baliebrussel.be) > uw advocaat > wat bij onenigheid met mijn advocaat?
- the Bar Association in Antwerp: the website [www.balieantwerpen.be](http://www.balieantwerpen.be) > een advocaat > erelonen > klachten
- the Bar Association in Kortrijk: the website [www.baliekortrijk.be](http://www.baliekortrijk.be) > balie > erelonen > betwisting
- the Bar Association in Gent: the website [www.balie-gent.be](http://www.balie-gent.be) > burgers > erelonen

For disciplinary cases, depending on with which Bar the relevant attorney is registered, the following dean is authorised:

- the Netherlands Bar Association in Brussels: Stafhouder balie Brussel, Gerechtsgebouw, Poelaertplein, 1000 Brussels
- the Bar Association in Antwerp: Stafhouder balie Antwerpen, Gerechtsgebouw, Bolivarplaats 20/15, 2000 Antwerp.
- the Bar Association in Kortrijk: Stafhouder balie Kortrijk, Gerechtsgebouw, Burgemeester Nolfstraat 10A, 8500 Kortrijk.
- the Bar Association in Gent: Stafhouder balie Gent, Gerechtsgebouw, Opgeëistenlaan 401/P, 9000 Gent.

§4. Only the courts in Brussels are authorised to acknowledge any dispute between Cazimir and the client.