

GENERAL CONDITIONS

Version 24/12/2022

Dominique Van Eenoo BV (hereinafter: “**Van Eenoo**”, “**We**” and “**Us**”)

Torhoutsestraat 307

8020 Ruddervoorde

België

BTW BE 0525.829.377

The website www.v1o.law (hereinafter: the “**Website**”) is offered by Us.

1 APPLICATION

- 1.1. Without prejudice to the application of any special conditions that are included in a separate written agreement (see model of the Bar Association), these general conditions apply to every offer, quotation or agreement between Mr. Van Eenoo and its client.

In the event of any conflict between these general conditions and any separate written agreement, the provisions of the separate written agreement shall prevail.

- 1.2. Acceptance of these general conditions also implies that the client completely renounces the application of his own general or special terms and conditions. Notwithstanding the foregoing, these general conditions do not affect the legal rights that are granted to you in a mandatory manner under the Belgian consumer protection law.
- 1.3. We reserve the right to change these general conditions at any time. In that case, Mr. Van Eenoo will inform the client thereof, e.g. via his Website. In the absence of a written protest within 14 days after notification of the change, the client will be deemed to have accepted the change.

However, the version of these general conditions that was applicable at the time of the order remains applicable, with regard to the Service, between you and Mr. Van Eenoo.

BV Dominique Van Eenoo

Torhoutsestraat 307, 8020 Ruddervoorde

dominique@v1o.law | <http://www.v1o.law> | +32 (0) 485 81 57 49

VAT BE 0525 829 377 RPR Ghent (Ostend)

IBAN of our Office BE17 0016 9200 2221 | IBAN of Third Parties (Escrow) BE36 0016 9556 8181

- 1.4. If any provision of these general conditions (or any part thereof) is held to be null, void or unenforceable, such nullity, invalidity or unenforceability shall in no way affect the validity or enforceability of the remaining provisions of these general conditions.

In the event of nullity, invalidity or unenforceability, the parties shall, as far as possible, negotiate as soon as possible to replace the void, invalid or unenforceable provision (or part thereof) with a provision that approximates the nature and purpose of the original provision as closely as possible.

- 1.5. The failure of us to demand strict enforcement of any of the provisions of these general conditions shall not be considered an implied waiver of our rights and shall not prevent us from subsequently demanding strict compliance with these provisions.
- 1.6. These general conditions, including any references contained in the general conditions, constitute the full representation of the rights and obligations of the parties and supersede all previous agreements and proposals, whether oral or written, including any possible conditions of the parties.

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2 OFFER AND ACCEPTANCE

- 2.1. We would like to have you for an initial consultation regarding a potential assignment that we can carry out for you. During or following this consultation, initial legal advice is provided. If we are unable to provide you with a ready-made answer during this first consultation, a follow-up appointment will be arranged. No additional costs are charged for this.

This first consultation is not free of charge, as for example with a notary, but is always invoiced at the ratio of our hourly rate of 125 EUROS, excl. VAT.

This is therefore 151.25 EUR (125 EUR + 21% VAT) in total.

The Van Eeno office prefers to receive this amount electronically. For this purpose, the necessary means of payment (via smartphone or pay terminal) are available at our office.

- 2.2. We also provide 'pro bono consultations' but this is only for people who have filed for international protection for the first time. For this specific category of vulnerable persons, it is sufficient to provide a recent (maximum 1 month old) certificate of material residence from the Reception Center with his/her mandate in order that the full (not partial) second-line legal assistance can be obtained.

However, only when this appointment has been definitively approved by the Office for Legal Assistance (BJB), a first free consultation can be held. According to the current BJB vademecum, this appointment can take up to 15 days.

Please note: in this category, according to the current regulations, only up to 3 consultations per file can be obtained.

- 2.3. If desired, an available interpreter/translator in your native language can always attend this consultation.

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These translators/interpreters are sworn and objective interpreters (at a Belgian court) with years of experience and deliver high-quality work. Of course, they should also be compensated for their services. This fee is determined independently by the translator/interpreter concerned and depends, among other things, on the availability of the interpreter, the urgency, the time and place of the service, etc.

Please note: for the pro bono files, a sworn interpreter can also be appointed free of charge.

And this for a maximum of 3 consultations.

- 2.4. There is also the possibility of a video consultation of up to 1 hour.

For this we also charge 151,25 EUR (incl. VAT).

You cannot technically make a scheduled video appointment until this amount has been paid. Also through this means of communication there is the possibility of the assistance of an interpreter in your native language.

If we are unable to provide you with a ready-made answer during this first consultation, a follow-up appointment will be scheduled. No additional costs are charged for this.

- 2.5. If necessary, we prepare an individual offer in which we list the required services and their estimated remuneration. We apply the principle of the maximum cap, so that you as a client always know in advance how much to pay.

In the event of additional work, this maximum cap will be adjusted in mutual consultation in accordance with the rates and unit prices in force at the time the changes or additional Services are ordered. The client can request the applicable rates and unit prices from Mr. Van Eenoo at any time.

- 2.6. Each offer that we draw up is only valid with regard to the persons to whom the offer is addressed. An offer has a validity period as stated on the offer itself, or in the absence thereof a validity period of 15 calendar days after the date of dispatch.

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- 2.7. We are not bound by a quotation if this quotation has been clearly affected by a mistake or error. Apparent or obvious errors in the quotation, such as obvious inaccuracies, can, to the extent permitted, also be corrected after the conclusion of the agreement. We cannot be held liable for any (printing) errors in our prices or conditions.
- 2.8. To guarantee smooth and direct communication, Mr. Van Eenoo uses various electronic means of communication, such as e-mail, chatbot and a WhatsApp number. **As a client, you accept the use and value of these means of communication.**
- 2.9. The client undertakes to ensure smooth cooperation during the entire duration of the assignment and immediately provide all relevant and necessary data and information, where appropriate supported by documents, to be submitted to Mr. Van Eenoo at his own discretion, even unsolicited, as well as upon simple request.
- The client is responsible for the correctness, completeness and reliability of the data, information and documents provided by or on behalf of him. The client will also spontaneously and immediately inform Mr. Van Eenoo of any new facts or circumstances, of whatever nature, useful for the execution of the assignment.
- A lack of cooperation as well as excessive cooperation and, in general, the severance of the relationship of trust between the lawyer and the client, can at all times entail the termination of the legal assistance of Mr. Van Eenoo.
- Examples of lack of cooperation: no response from the client to the emails, phone calls, etc. by Mr. Van Eenoo; failure to deliver the necessary documents and information (on time), failure to appearing in person while the law dictates his/her presence, ...
- 2.10. No changes can be made to the contract, unless by mutual agreement of all parties involved. If the client cancels the assignment in whole or in part after his acceptance, this will not affect his payment obligations.

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- 2.11. Mr. Van Eenoo always strives for an optimal Service. He stands for speed, efficiency and expert advice in the legal field and he is confronted with the law and in particular with international protection and migration law on a daily basis.

The advisory duty of Mr. Van Eenoo, this is the obligation of competence, research and information with regard to the strategy to be followed, concerns an **obligation of means**. This is a commitment in which Mr. Van Eenoo's obligation is to act to the best of its ability, **without guaranteeing a certain specific result**.

Whether or not to lodge a possible appeal is entirely attributable to Mr. Van Eenoo's own appreciation and in no way constitutes an *automatic* obligation to institute this.

In the event of a negative recommendation, depending on the statutory appeal periods, this will be communicated to the client within the shortest possible period of time.

Mr. Van Eenoo carries out every assignment with a professional quality that one can expect from an expert, in accordance with the generally accepted standards and practices of the sector.

- 2.12. Mr. Van Eenoo is completely free to carry out the execution of the assignment according to its own ability and insight in accordance with the original order confirmation or quotation.

This also means that Mr. Van Eenoo is given complete freedom, if necessary for the proper execution of the assignment, to call on the Services of specialized third parties for certain actions or for certain files, such as substitute lawyers to attend a personal interview with the asylum authorities, or at a hearing, etc., as well as interpreters, taking due care in doing so.

- 2.13. Your acceptance of our offer can also be done by placing an order on our electronic communication platform (such as our website, video teleconference, social media, chatbot, WhatsApp, etc.), via our e-mail address dominique@v1o.law or by accepting our quotation or proforma invoice. **We strive, but without any guarantee, to send a confirmation of the order to the e-mail address provided by you within 1 working day at the latest.**

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- 2.14. Mr. Van Eenoo reserves the right to refuse an order due to a serious shortcoming by you with regard to the order in which you are involved or if we cannot help you further.
- 2.15. In accordance with the Code of Economic Law, the parties expressly acknowledge that electronic forms of communication create a valid agreement. We can use all electronic files at our disposal, within the limits of the law, to prove the existence of the agreement. **An ordinary, digital or electronically qualified signature is not an essential proof requirement.**
- 2.16. We make all reasonable efforts to make the information about the properties of the Services, as far as the technical means allow, as accurate as possible. Certain insubstantial characteristics of a Service may differ from descriptions displayed on the Website.
- 2.17. When you order a Service electronically, you will find the following information on our website, quotation or proforma invoice in an unambiguous, clear and comprehensible manner prior to this order:
- the identity of our company, and its geographical address;
 - the main features of our Service;
 - the price of our Service;
 - the method of payment and delivery of the agreement;
 - the possible wave of the right of renunciation;
 - the period of validity of the offer or of the price;
 - the languages in which the contract may be concluded;
 - the various technical steps to conclude the contract;
 - the technical means by which input errors can be detected and corrected before the order is placed;
 - and a definite answer as to whether the Service Provider will archive the concluded contract and/or whether it will be accessible.

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- 2.18. We cannot guarantee that all Services will always be available. If you order a Service via the Website that we cannot perform, we will inform you as soon as possible by e-mail and you have the right to cancel your order.

We are not liable for any temporary unavailability of a Service on our Website and/or for any damage that would result from the out-of-stock of a particular Service. We have the possibility to apply specific conditions to a particular offer, such as a limited period of validity.

Such specific conditions only apply if they are communicated explicitly and prior to the order.

At the latest upon delivery of the Service, you will receive the following information in writing (e.g. on the quotation/invoice/proforma invoice) or on another durable medium (e.g. via e-mail):

- the identification of the Service;
- identity and geographical address of the seller;
- price of the Service;
- the method of payment, delivery of the agreement;
- the possible wave of the right of renunciation;
- the geographical address of the seller to which the consumer can go with his complaints;
- information on the existing after-sales services and commercial guarantees;

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3 COSTS AND FEES

3.1 The statement of costs and fees of Mr. Van Eenoo contains three elements: the costs of the lawyer, the court costs and the expenses and the fee.

3.2 The costs of the lawyer are on the one hand the fixed, general costs for the operation of the firm and on the other hand the specific costs attributable to a specific file for the execution of the Services requested by the client.

These costs are calculated by Mr. Van Eenoo as follows:

- 0-1000 EUR: 10% of the quotation amount with a minimum cost of 25 EUR and a maximum cost of 50 EUR
- EUR 1000-1500: 7,5 % of the tender price with a minimum cost of EUR 50 and a maximum cost of EUR 75;
- 1500-4500 EUR: 5% of the quotation amount with a minimum cost of 75 EUR and a maximum cost of 150 EUR;
- Above 4500 EUR: 3% of the quotation amount with a minimum cost of 150 EUR and a maximum cost of 450 EUR

Travel costs are charged at 0.5 EUR/km.

3.3 The court fees and expenses include the costs that Mr. Van Eenoo will have to pay to third parties, such as interpreters, translators, other lawyers, registry (role fees when lodging an appeal) and public authorities (administrative contribution when initiating administrative proceedings). These costs are clearly and detailed stated in the state of costs and fees.

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- 3.4 The fee is the fee for the legal Services provided by Mr. Van Eenoo and is calculated on the basis of a fixed amount as indicated on our website. This amount includes the number of working hours to be spent by Mr. Van Eenoo on a particular type of file estimated in advance, and the hourly rate of EUR 125 (excl. VAT) that is communicated in advance by Mr. Van Eenoo.
- 3.5 Both our fixed rates and our hourly rates are displayed in EURO and are always exclusive of VAT and other additional costs. Unless a law or a decision taken in implementation thereof provides for an exemption (including a transaction that falls outside the scope of VAT), the fee will be increased by the VAT at the applicable rate, which is currently 21% VAT.
- 3.6 On services provided in the context of second-line legal assistance, there is currently a zero rate of VAT.

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4 Payment

- 4.1 In principle, every payment is handled immediately and **in full**, from the moment you place the order. For the payment of our Services we accept **Bancontact and Mastercard**.
- 4.2 We can expand the payment options in the future. We take all reasonable steps to ensure the security of your online transactions. We ensure security by engaging specialized parties such as recognized credit card issuers and payment partners.
- 4.3 For the processing of the payments, we use Stripe's external payment platform. The necessary security measures are provided. These payments are subject to the general terms and conditions of Stripe, which bears sole responsibility for the correct execution of the online payments.
- 4.4 We postpone our delivery obligations until receipt of full payment of all amounts owed by you. We always retain ownership of all ordered Services until full payment of all amounts due under the Agreement, regardless of whether the delivery has already taken place.
- 4.5 Unless otherwise stipulated in the agreement or on the (proforma) invoice, the (proforma) invoices of Mr. Van Eenoo are immediately payable electronically at its registered office **in the currency specified in the invoice**.
- 4.6 The client must take monetary nominalism into account if the currency in the invoice is denominated in a foreign currency (such as USD, ...). This means that the client must guarantee the risk of devaluation of the foreign currency in which his debt is denominated and therefore remains obliged to pay the same nominal amount as when the money debt arose.
- 4.7 For amounts expressed in EUR, the risk of devaluation lies with Mr. Van Eenoo.
- 4.8 All invoices issued by Mr. Van Eenoo that do **not relate to distance selling** are payable at the registered office in Ruddervoorde, within fourteen (14) calendar days from the invoice date.

Mr. Van Eenoo can, if this is necessary for the good Service, determine a motivated shorter payment term.

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4.9 In the event of non-payment on the due date, Mr. Van Eeno will be entitled from the following day, by operation of law and without notice of default, to default interest equal to the interest rate determined in the Law of the 2nd of August 2002 on combating late payment **in commercial transactions** (2020/1: 8%; The Belgian Official Gazette 06/02/2020), a fixed compensation of 8% of the outstanding amount with a minimum of 50 EUR, and a reimbursement of costs of 35 EUR per notice of default. This does not affect the right of Mr. Van Eeno to charge a fee for the further judicial and extrajudicial costs associated with the non-payment.

4.10 In the event of non-payment on the due date by a private client (this is a consumer within the definition of the Code of Economic Law), Mr. Van Eeno will send an electronic reminder to pay the outstanding statement of costs and fees.

In the absence of a justified protest, this client owes interest on the outstanding balance equal to the statutory interest rate (2020/1: 1.5%) from the date of the electronic reminder.

4.11 **Mr. Van Eeno does not ask for advance payments, as a result of which the (proforma) invoice must be paid in full before the start of the assignment.**

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5 DELIVERY

- 5.1 We provide the Services with due care and skills, in accordance with the standards of our industry. We take all reasonable steps to ensure that the Services are provided in accordance with the Agreement and in accordance with the best commercial practices.
- 5.2 We will begin performing the Services on the date agreed at the time you place your order. The date of execution can be found in the order confirmation that we send you.
- 5.3 It is your responsibility to enable the delivery of the Service at the agreed time. If the Service cannot be performed due to a shortcoming on your part, then any costs for a new attempt to perform will be borne by you.
- 5.4 If we fail to start performing the Service at the agreed time, you request that the performance of the Agreement be commenced within an additional period that is appropriate in view of the circumstances. If we do not start with the performance of the Service within the additional period, you have the right to terminate the Agreement.

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6 RIGHT OF WITHDRAWAL

- 6.1. On the basis of the right of withdrawal, you can still cancel the purchase within fourteen (14) days from the day following the conclusion of the Agreement on the purchase of our Services. You are not obliged to pay a fee or state a motive. Of course we would like to hear your feedback so that we can improve our Services.
- 6.2. If you want to invoke the right of withdrawal, this must be communicated to us. You can use the withdrawal form that you can find on <https://economie.fgov.be/sites/default/files/Files/Forms/Formulier-herroeping.pdf> or you can inform us by e-mail (dominique@v1o.law). This notification must be made within fourteen (14) days of the day of the conclusion of the Agreement.
- 6.3. If you invoke your right of withdrawal in accordance with these General Conditions and the legal provisions, we will refund you the amount actually paid within fourteen (14) calendar days. We will refund you using the same means of payment as the original transaction, unless you have expressly agreed otherwise. In any case, no costs will be charged for the refund.
- 6.4. The Consumer has no right of withdrawal after full performance of the Service, if the performance of the Service has started **with the express prior consent of the Consumer, and provided that the Consumer has acknowledged that he loses his right of withdrawal as soon as the company has fully executed the agreement.**

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7 LIABILITY

- 7.1. Except in the event of deceit, fraud and willful misconduct or gross mistake, the contractual and extra-contractual liability of Mr. Van Eeno towards the client is at all times limited to the amount covered by the liability insurance taken out by Mr. Van Eeno.
- 7.2. Mr. Van Eeno is insured for its contractual civil professional liability for a maximum amount of EUR 2.500.000 per claim. The amount of the guarantee regarding extra-contractual civil liability is 6.200.000 EUR for bodily damage and 620.000 EUR for material or non-material damage per claim. More information about the professional insurer can be found in our [General Information](#).
- 7.3. You agree that the compensation for the damage you suffer as a result of professional misconduct is limited to a total amount of 2.500.000 EUR per claim for which Mr. Van Eeno is insured. This limitation does not apply in the event that the liability arises from deceit, fraud and willful misconduct on the part of Mr. Van Eeno.
- 7.4. If the professional liability insurer does not cover the damage suffered by you, without us being at fault, the compensation on the basis of professional misconduct will be limited in principal, costs and interest to an amount that the client has paid in the context of the assignment in question in the six months prior to the event giving rise to the damage.

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- 7.5. Except in the event of deceit, fraud and willful misconduct or gross mistake, Mr. Van Eeno is not liable for or obliged to pay compensation for immaterial, indirect or consequential damages, including (but not limited to) loss of profit, loss of turnover, loss of income, production restrictions, an increase in administration, personnel or general costs, loss of customers or claims of third parties.
- 7.6. Any claim by the client for damages against Mr. Van Eeno lapses by operation of law if it has not been brought before the competent court **within a period of five (5) years** after the harmful event on which the claim is based was known or could reasonably have been known by the client.
- 7.7. The client shall indemnify Mr. Van Eeno against all claims from third parties that are in any way related to or arising from the client's assignment or the work performed for the client (such as with regard to intellectual property, trade secrets and processing of personal data).

8. PROTECTION OF PERSONAL DATA

- 8.1. The information you provide is necessary for the processing, handling and completion of your orders, and the preparation of the accounts. If this information is missing, your order cannot be fulfilled. The provision of incorrect or false personal data is considered a breach of the present general conditions. Your personal data will only be processed in accordance with our [Privacy Statement](#) which you can consult on our website.

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9. INTELLECTUAL PROPERTY

- 9.1. We guarantee to have the necessary rights to offer our Services. All intellectual property rights and derived rights to these Services remain with us and/or the actual entitled party. These intellectual property rights are understood to mean copyright, trademark, drawing and model rights and/or other (intellectual property) rights, including whether or not patentable technical and/or commercial know-how, methods and concepts.
- 9.2. The content of the Website is our property. This includes: texts, graphics, photos, images, moving images, sounds, illustrations and software. The content is protected by copyright or other rights. It is forbidden to copy, publish, reproduce or use this content in any other way without written permission from us.

10. FORCE MAJEURE

- 10.1. We are not responsible for compliance with our obligations under these General Conditions in the event of force majeure. Force majeure is understood to mean the situation in which the execution of our obligations is prevented in whole or in part, whether or not temporarily, by circumstances beyond our control.
- 10.2. In the event of force majeure, these obligations will be suspended and we will make all reasonable efforts to limit the consequences of the force majeure situation. In the event that the force majeure lasts longer than 2 months, each Party is entitled to dissolve the Agreement by giving written notice to the other Party, without the Parties owing each other any compensation for this (except for the reimbursement of the Service that was paid by you and was not delivered).

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11. TERMINATION OF THE AGREEMENT

11.1. You can terminate the agreement concluded with Mr. Van Eenoo at any time by informing us in writing. Upon termination of the Service, Mr. Van Eenoo will charge the Services, provided before the termination, and the costs incurred, together with the costs relating to the transfer of the file.

11.2. Mr. Van Eenoo can terminate the agreement with a client at any time. And this when this is necessary pursuant to the applicable deontological rules and / or when unpredictable or unforeseeable circumstances arise after the start of the agreement and make services by Mr. Van Eenoo difficult or impossible, such as in the event of a breach of trust or when after 2 reminders the amount owed by you (on the basis of an agreement, quotation or proforma invoice) is still unpaid.

Mr. Van Eenoo will inform you of this in writing in time, so that you have sufficient time to find a new lawyer.

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12. DISPUTE RESOLUTION

12.1. You can contact Mr. Submit a complaint directly from Eeno or request information related to the already concluded agreement of Services between Mr. From Eeno and yourself.

And this via tel.: +32 (0) 485 81 57 49 or dominique@v1o.law.

12.2. Mr. Van Eeno responds as quickly as possible to any complaints and makes every effort to provide a satisfactory solution. Mr.. In the absence of a settlement with you, Van Eeno will appeal to the Ombudsman Service for Consumer Disputes in the Legal Profession (OCA) within a period of 1 month. This body is competent for the out-of-court settlement of disputes between consumers and lawyers. A complaint can be submitted online using an electronic form available on <https://oca.ligeca.be/en/>.

12.3. If you do not obtain satisfaction, you can contact the President of the Bar association of West Flanders, which is disciplinarily competent to take possible sanctions.

You can contact the secretariat of the West Flanders Bar, Courthouse, Langestraat 120, 8000 Bruges, tel.: 050/33.16.80 or info@baliewestvlaanderen.be

12.4. You can also present a dispute about these general conditions to an independent European body. A complaint can be submitted online using an electronic form available at: <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>

More information about this ODR (online dispute resolution) can be found at:

<https://economie.fgov.be/en/themes/online/belmed-online-mediation/alternative-dispute-resolution/forms-dispute-resolution/european-odr-platform>

12.5. You can also choose to contact the Belgian Belmed (Bel: Belgium and Med: Mediation) via

<https://economie.fgov.be/en/themes/online/belmed-online-mediation/belmed-your-partner>

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13. APPLICABLE LAW/COMPETENT COURT

- 13.1. To the extent permitted by law, all agreements to which these General Conditions apply are governed by Belgian law, to the exclusion of the Vienna Convention on Contracts for the International Sale of Goods.
- 13.2. Any dispute regarding the interpretation or application of these General Conditions shall fall under the exclusive jurisdiction of the courts where our head office is located, unless the law imperatively requires another court.

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