



Your rights. Our specialty.

**COLLABORATION FORMULAS  
FEES AND EXPENSES  
GENERAL TERMS AND CONDITIONS**

## HOW DOES FLEX BUSINESS ATTORNEYS CHARGE?

### ASK FOR AN OFFER

Want to know what to expect? At your request, Flex Business Attorneys can provide an estimate of the potential costs. Naturally, that's not always an easy task, since it depends on certain imponderables such as the position that will be adopted by an opposing party, but it nevertheless gives you the greatest possible clarity about what you can expect.

[TEL. 052/48 11 34](tel:052481134) - [INFO@FLEXADVOCATEN.BE](mailto:INFO@FLEXADVOCATEN.BE)

### FIXED COLLABORATION FORMULAS

Flex Business Attorneys offers advantageous collaboration formulas, so that you can rely on the assistance of your trusted business attorney at all times, at a cost price known to you in advance:

- Flex Silver, Gold or Platinum subscriptions: your business attorney always at hand for a fixed budget
- Debt collection service: collecting debts without costs

[SEE OUR WEBSITE FOR MORE DETAILS](#)

### RATES FOR FEES AND EXPENSES

At Flex Business Attorneys, we believe that open communication up front about the rates for fees and expenses is a must, so here we explain to you in detail how our costs and fees are calculated and charged. **No separate administration or overhead costs** are charged to you any longer, something that distinguishes us in terms of transparency and price from many other firms.

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## CALCULATION OF FEES AND EXPENSES

### NO-OBLIGATION CONSULT

For a first no-obligation opinion, a fixed amount of € 60.00 including 21 % VAT is charged. Here we give you a fuller explanation about your rights and the possibilities that can be considered, with the related cost price estimate.

### HOURLY RATE

Unless agreed otherwise, the services are charged according to the time spent on the file per unit of 0.1 h. The fees are directly proportional to the amount of time actually worked on your file. All services performed in your file are meticulously recorded in an electronic log book.

The basic rates currently are<sup>1</sup>:

- € 150.00 per hour excl. VAT for partners
- € 135.00 per hour excl. VAT for associates with 10 or more years of seniority
- € 110.00 per hour excl. VAT for associates with between 3 and 10 years of seniority
- € 80.00 per hour excl. VAT for associates with fewer than 3 years of seniority
- € 65.00 per hour excl. VAT for travel and waiting times
- € 50.00 per hour excl. VAT for administrative services

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<sup>1</sup> Rates as of 1.9.2021.

In application of art. 446ter of the Judicial Code, these can be departed from ( x 0.7-2.0) in certain situations such as (non-exhaustive list):

- Limited financial interest of the case
- Fixed collaboration formula (subscription)
- Urgent cases
- Financially important case
- Specialised subject matter



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For cases having a value as of 50,000 € with a successful outcome, the fees calculated in this way are increased to a percentage of the claim per bracket: 10% up to € 50,000, 8% up to € 150,000, 6% to € 250,000 and 4% above that (rates excl. VAT).

The aforementioned hourly rate amounts to 85% for fee and 15% for lump-sum office expenses. **Thus no separate administrative costs are charged for e.g. correspondence, telephones, financial transactions, etc.**

At a minimum, the fee always amounts to the granted procedural indemnity (which is recovered from the losing party).

## FIXED FEE

If desired and if it is possible, a fixed price can be agreed, e.g. for cases whose course can be accurately assessed in advance. To make use of this possibility, a fixed price quote must be requested at the start.

## INTERIM INVOICES AND RETAINERS

We issue interim invoices at regular intervals. In this way, you have a clear view of the work we have done during the course of the file and the charges do not mount up unexpectedly over a longer period.

At the start of the file and later, one or more advances (retainers) may be requested. The retainers are deducted from the final invoice.

## ADVANCED EXPENDITURES

Expenditures made to third parties - such as for court costs, translations, etc. - are re-billed to you in the exact same amount.



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## RECOVERABILITY FROM THE OPPOSING PARTY

Usually in a court proceeding, the losing party is obliged to pay the winning party a procedural indemnity, which is a lump-sum compensation for the winning party's attorney's fees. The amount of the procedural indemnity varies in accordance with the amount of the claim. The procedural indemnity received is deducted from our fee statements, unless agreed otherwise.

## VALIDITY PERIOD FOR RATES

These rates apply as of 1.9.2021. Moreover, in accordance with art. 446ter of the Judicial Code, the firm is entitled to adapt these rates. Check our website for the most recent version.

Do you have any questions? Don't hesitate to contact us for further clarification: tel. 052/48.11.34 or [info@flexadvocaten.be](mailto:info@flexadvocaten.be).



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## GENERAL TERMS AND CONDITIONS

### CALLING ON THIRD PARTIES

Outside of the normal tasks that are performed in the law firm, the client agrees that the attorney, under the latter's responsibility, may call for certain matters on other attorneys for the performance of its assignment. If the services of a process server or a translator are necessary for an assignment, the client leaves the choice thereof to the attorney. The attorney shall call on the services of other third parties - such as notaries public, experts or accountants - only with client's approval.

### PAYMENT OF FEE STATEMENTS

The client pays the attorney's retainer and fee statements within fourteen days after receipt of the request for payment. The attorney can set a shorter payment period if this is necessary for the proper provision of services.

If the client does not agree with the requested advance or the final statement, he must protest it in writing within fourteen days after receipt.

In the event of non-payment of the fee statements on the due date, they can - ipso jure and without special demand - be increased by liquidated damages of 10% plus interest equal to the interest rate in case of payment arrears in business transactions.

Unless agreed otherwise in writing, the fee and expense statement is estimated by the attorney within the limits of art. 446ter Judicial Code, whereby the published method of calculation constitutes a guideline.

The attorney has the right to suspend his services in the event of non-payment of retainer or fee statements, either after this has remained unpaid even after a written notice, or if it was announced in advance that no services would be provided before the requested amount was received.



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If the fee statement is contested, this dispute is submitted to the Bar Association's evaluation committee for its opinion.

### THIRD-PARTY MONIES

All amounts that the attorney receives for his client shall be transferred to the latter within a brief period. If the attorney cannot immediately transfer an amount, he shall notify the client that the amount has been received and explain why it has not yet been transferred.

The attorney may withhold sums from the amounts that he receives for the client's account in order to cover the outstanding advances or fee and expense statements. He informs the client thereof in writing. This provision has no effect on the client's right to contest the attorney's fee statements and to demand payment of these withheld amounts.

The attorney shall immediately transfer all amounts that he receives from the client for the account of third parties to those third parties.

### LIABILITY

The attorney is insured for his professional liability up to an amount of € 2,500,000.00. If the client wishes a higher coverage, he can ask the attorney to take out additional insurance, in which case the premium will be re-billed to the client.

Otherwise the client is deemed to find the attorney's normal insurance policy to be sufficient and he accepts that the compensation for any harm that he suffers as a result of a professional error on the part of the attorney is limited to the coverage granted by the insurer. The client can receive the detailed policy conditions on simple request.



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The firm shall exercise the greatest possible care in responding to questions. We assume a best-efforts obligation and accept no liability for the achievement (or not) of a specific result.

Services that are not amongst the subject matters usually dealt with by Flex Business Attorneys, or which must be outsourced due to particular specialisation requirements, do not fall within the subscription formulas. Advanced expenditures to courts or third parties also do not fall within the subscription.

## TERMINATION OF THE COLLABORATION

The client can terminate the agreement at any time by informing the attorney thereof in writing. The attorney turns over his final fee and expense statement to the client, reflecting his services performed up to the termination of the agreement. The attorney cannot demand any compensation merely because the assignment was discontinued. The attorney will return the file documents to the client at first request. If a result-based fee was agreed, this is owed in proportion to the state of advancement in which the legal proceeding finds itself when the assignment was discontinued.

The attorney can terminate the agreement at any time by notifying the client thereof in writing. For determining the moment when he stops his services, the attorney must take into account the time possibly required for the client to promptly obtain the necessary assistance from a different attorney or to arrange to defend himself.

## APPLICABLE LAW AND DISPUTES

Belgian law applies. The courts of the judicial district in which the registered office of FLEX BUSINESS ATTORNEYS is established shall have jurisdiction to settle disputes. The parties shall preferably attempt to first resolve their disputes amicably. Thus, prior to any proceeding, they shall submit the matter for amicable resolution before the court or before a body competent for this purpose within the Bar Association.



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## INFORMATION AND COMPLAINTS

For all of your further questions or complaints, you can contact:

Frederic Leleux  
Flex Business Attorneys  
Kappellestraat 33  
9220 Hamme  
Tel. 052 48 11 34 [info@flexadvocaten.be](mailto:info@flexadvocaten.be)  
[www.flexadvocaten.be](http://www.flexadvocaten.be)

### **Partners**

Frederic Leleux  
Alexander Wynter

### **Associates**

Annelies Heirman  
Glenn De Ridder  
Jasper Baert  
Delphine Nies

### **Administrative staff**

Melissa Van Der Stock

The attorneys of Flex Business Attorneys are members of the Bar Association of Dendermonde, which can be contacted at:

### **Bar Association of Dendermonde**

Court Building  
Justitieplein 1  
9200 Dendermonde  
Tel. 052 21 56 48  
Fax 052 20 16 31  
E-mail: [balie@baliedendermonde.be](mailto:balie@baliedendermonde.be)





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## PRIVACY

When performing the assignments entrusted to it, Flex Business Attorneys processes the personal data of clients and third parties. The client must necessarily provide such data; otherwise the assignment cannot be accepted. The data are processed confidentially, taking the attorney's duty of professional confidentiality into account. Third parties (with the exception of employees, IT service providers and software suppliers within the framework of the provision of their services to Flex Business Attorneys) do not have access to these data, nor are they transferred to any third parties. The data of clients may – unless the data subject objects to this – be used for direct marketing purposes. Electronic data are kept throughout the period of the assignment of Flex Business Attorneys, and then are retained for a period of at least 5 years, after which the data are archived amongst the closed files. Paper files can be destroyed 5 years after closure of the file.

For the software-based processing of data, Flex Business Attorneys has an agreement with BaseNet bvba, Schaliënhoevedreef 20T - 2800 Mechelen, T: +32 15 540 045 E: [info@basenetadvocatuur.be](mailto:info@basenetadvocatuur.be).

1 September 2021