

TERMS AND CONDITIONS

1. These General Terms and Conditions apply to the recommendations and services in connection with any assignment you entrust to us. Any assignment based on which we provide services is an assignment within the meaning of these General Terms and Conditions.
 2. The references to “we”, “us” or “our” must be understood as Reliance cvba (company number 821.045.612).
 3. All of the office’s lawyers whose names are included on our website (www.reliancelaw.be) are registered with the Bar of Brussels or Mechelen. They were granted the title of lawyer by Belgium.
 4. The lawyers are subject to the ethical rules of their respective bar, which you can review at the following internet address: <http://www.avocats.be/fr/deontologie> or <https://www.advocaat.be/DipladWebsite/media/DipladMediaLibrary/Documenten/Codex-Deontologie.pdf>.
 5. You may contact your lawyer through his/her email address, structured as follows: firstname.lastname@reliancelaw.be or through the general email address info@reliancelaw.be, or by phone at 02/739.46.10 or 015/63 66 53.
 6. The exact object of our intercession shall be determined at the start of each case. Our advice is based on our understanding of the relevant laws, case law, uses and practices which apply at the time the advice is given. Any later amendment in the laws or in practice may therefore impact the conclusions thereof.
 7. In the course of our assignment, we may present you with drafts of documents for review. You may not invoke such drafts as long as their contents were not finalised and such was not confirmed to you in writing.
 8. We are a member of Littler Global which is a Swiss vereien. All legal services are provided through independent members of Littler Global. We provide services in relation to Belgian law and other member firms provide services in relation to the jurisdictions in which they are qualified to practice. The terms “Littler” or “Littler Global” is the collective name for the international legal practice which operates through each of the member firms. For further details and a list of the member firms from time to time please visit www.littler.com/legal-notice. Our arrangements with Littler Global are such that we only refer clients to them where it is in the client’s best interests to do so. If you have a preferred lawyer abroad please let us know so we can work with them instead. Littler Global is a service mark owned by Littler Mendelson, P.C., a California professional corporation. “
 9. If we believe it is necessary to use external legal advisers, we shall ensure that we are diligent in their selection and that we shall give them accurate instructions. Unless otherwise agreed, you will be directly responsible to pay their remuneration and expenses. We are not responsible for the actions, errors or omissions committed by such advisers.
 10. Unless otherwise agreed, the fees for our professional services are determined based on an hourly rate, applied to the time which is spend on the assignment, including travel time. Subject to a specific agreement, these rates are between EUR 150 and EUR 350, exclusive of VAT (EUR 181.5 and EUR 423.50 inclusive of VAT) per hour.
 11. You must reimburse us for the expenses we have incurred, as well as for the fees and expenses for external service providers who have provided a service for you at our behest.
 12. Our invoices must be paid within 10 working days. We reserve the right to bill a fixed damage compensation of 10% as well as interest for default (calculated per day against the rate set out in the Law on combating late payment in commercial transactions, with a minimum of 10%) on the invoices that were not paid in a timely manner.
 13. Unless you inform us otherwise, we may communicate directly, in any manner we deem suitable and without consulting with you in advance, with other persons (your employees or your external advisers) if we believe it is necessary to contact them and we can reasonably expect that they are involved in the assignment.
 14. Unless you inform us otherwise, we assume that you accept that we communicate with you and other advisers by email (including for confidential information). However, you must take into consideration that email correspondence is not totally secure or infallible.
 15. We use software to reduce the risk of viruses entering our systems. Considering that there is a risk that lawful correspondence is blocked, you may not assume that every email is actually received. You should therefore always follow up on important correspondence by phone, fax, or in some other manner, in order to ensure that we have actually received the communication. We are not responsible for any failure of our software nor for any other fact we cannot reasonably control.
 16. Our Global Privacy Policy at www.reliancelaw.be describes how we use personal data.
 17. If we are liable towards you for loss or damage (including interests and costs) which you have incurred in connection with our assignment and someone else (without prejudice to article 18) is also liable for the same loss or the same damage (or this person would be liable if he had entered into a contractual commitment with you to perform his obligations with the customary diligence that might be expected in light of the circumstances), then the damage compensation we owe you shall be reduced in view of the scope of the liability of the third party for the loss or the damage.
 18. When determining the existence of the liability of such third parties for the loss or the damage within the meaning of article 17, the following shall not be taken into account: (i) agreements or conditions which limit the amount of the damage compensation that is owed, and (ii) actual or possible non-payment by such persons either by an amicable settlement, a limitation of the claim, a difficult in the enforcement or any other reason.
 19. Reliance is only liable if the advice is offered by a lawyer listed on its website and who has been a member of the Bar for at least 10 years. If the aforementioned lawyers sign documents on behalf of Reliance, they shall always act in their capacity of managing director of their respective management companies, if any, even if this capacity is not expressly stated or confirmed. Reliance is only liable for written advice signed by one of the aforementioned lawyers. Any advice offered by one of the aforementioned lawyers is deemed only to have been offered on behalf of Reliance. This implies that neither the aforementioned lawyers, nor their management companies, if any, are in any way liable towards you or towards any other person.
 20. In any case, our liability, including any individual liability which is included in or arises from such, shall always be limited to the ceiling provided in the professional liability insurance policies which we have conclude. The coverage is currently capped at EUR 5,000,000.
For more information regarding the ceiling provided in these respective professional liability policies: please contact
 - Ethias (rue des Croisiers 24, 4000 Liège, T. 04 220 31 11 or info@ethias.be);
 - AIG Europe Limited (Pleinlaan 11, 1050 Brussels, T. 02 739 96 20 (Menu 1.1) or contact.be@aig.com);
 - Amlin Insurance SE (Koning Albert II-laan 37, 1030 Brussels, T. 02 218 14 80 or info@aci.amlin.com)
- For any uninsured claims, our liability is limited to the amounts of the fees charged for the services concerned.
21. The execution of the assignment entrusted to us will only establish rights and obligations between yourself and us. No others can appeal to the advice we provide to you. Our engagements and services do not offer any protection to any person other than yourself. Furthermore, nobody but yourself may demand the execution of our engagements pursuant to applicable law.
 22. Our agreement is governed by Belgian law and any dispute shall be subject to the exclusive competence of the Mechelen and Brussels courts.
 23. These General Terms and Conditions apply as from the first contact established with the lawyer.
 24. Any party may cancel the assignment of Reliance at any time through simple notification. Naturally, the work performed prior to the cancellation notice will be billed.