

## TERMS AND CONDITIONS OF SERVICE

### 1. Definitions

~**Companywriters:** a private limited company, whose main registered office is located at Rue Basse-Hermalle 25/8, 4600 Visé (Belgium), featured in the Business Register under the number 0884.562.301 and in the business of providing customised services focused on [consultancy](#), [copywriting](#), [proofreading](#) and [translating](#) professionally written texts, and [speech coaching](#).

~**Customer:** any legal or natural person signing and forwarding COMPANYWRITERS a Quotation signed for approval or an e-mail approval.

~**Quotation:** a letter, fax, e-mail or quotation COMPANYWRITERS forwards to the Customer with a view to delivering customised services focused on [consultancy](#), [copywriting](#), [proofreading](#) and [translating](#) professionally written texts, and [speech coaching](#).

~**Contract:** Contract concluded, subsequent to COMPANYWRITERS and the Customer signing a Quotation, or forwarding an e-mail approval, for the provision of services focused on [consultancy](#), [copywriting](#), [proofreading](#) and [translating](#) professionally written texts, and [speech coaching](#).

~**Services:** services focused on [consultancy](#), [copywriting](#), [proofreading](#) and [translating](#) professionally written texts, and [speech coaching](#), as provided for in the Contract.

### 2. Acceptance of the Terms and conditions of service

These terms and conditions shall be unreservedly accepted by the Customer as a result of signing the Quotation or sending an approval e-mail.

These terms and conditions may be departed from solely if such is agreed upon in writing by COMPANYWRITERS.

### 3. Cost of our services

Our services shall be provided subject to the budget featured in this Quotation.

### 4. Payment for our services

The Customer shall be required to pay for the services within 30 calendar days starting from the invoice date.

Invoices shall be paid via a transfer into COMPANYWRITERS' bank account.

Invoices that are not paid by their due date shall, by rights and without formal notice, be increased by 15% by way of lump-sum damages, while reminder costs equal to €50 shall be automatically be charged.

A failure to pay on the due date shall, by rights and without formal notice, also incur interest at the rate of 12% a year.

## **5. Delivery times**

The delivery time agreed upon with the Customer shall be provided solely for illustrative purposes unless expressly agreed otherwise in writing. A late delivery shall not result in COMPANYWRITERS owing any damages.

## **6. Complaints**

Unless a complaint is sent by e-mail within 10 days of the work ordered from COMPANYWRITERS being sent, the Customer shall be deemed to have unreservedly approved the work.

Notwithstanding a complaint being sent within the aforementioned period of 10 days the invoice for the disputed service shall still be payable.

## **7. Cancellation**

Should the Customer cancel the order, a lump-sum cancellation fee equal to 30% of the price agreed upon (not including VAT), subject to a minimum of €50, shall be automatically payable without prejudice to the right to further damages.

## **8. Resolutive clause**

In the event of the Customer's failure to pay an invoice, COMPANYWRITERS shall be entitled to terminate any current Contract and, subsequent to formal notice being provided, regard it as terminated by rights, without legal proceedings and without prejudice to any damages COMPANYWRITERS may claim.

## **9. Intellectual property**

The Customer shall be deemed to be acting in the capacity of the author of the text on which the service is based and shall expressly authorise the use thereof, pursuant to the statutory copyright provisions.

The Customer shall undertake to guarantee COMPANYWRITERS against any requests or judgements in terms of principal, interest and costs levelled or passed against it owing to the Customer's violation of the statutory copyright provisions.

COMPANYWRITERS shall hold the copyrights for the work it completes, work which may not be reproduced in any form, including an electronic format, without this being explicitly consented to in writing by COMPANYWRITERS.

## **10. Liability**

COMPANYWRITERS may not be held liable for any damages for accidents involving people, and accidents involving property resulting from the service provided pursuant to the Contract, for lost profit or any other damage resulting directly or indirectly from any defect or error that may affect these services.

COMPANYWRITERS may be held liable solely for the standard of the work completed, provided this is used in its entirety and without any modification.

COMPANYWRITERS shall not bear any liability for shortcomings in the text forwarded by the Customer.

COMPANYWRITERS may not be held liable for any loss vis à vis third parties of the source text or the translation and shall not bear any liability for texts or documents deposited at its premises, except in the event of intent or gross negligence.

## **11. Force majeure**

Circumstances such as a strike, fire, the breakdown of machinery, supplier delays, epidemics, the threat of war, civil war, a shortage of power supplies, an arbitrary act by a government or another power, suppliers declared bankrupt...shall be regarded as cases of force majeure when they delay COMPANYWRITERS' provision of services or render these very difficult to provide within the time limit that may have been agreed upon. COMPANYWRITERS shall not have to establish the unpredictability or the irresistibility of the circumstances invoked, or the impossibility of fulfilling the contract.

COMPANYWRITERS shall proceed as soon as possible to let the Customer know in the case of one of the events referred to in the preceding paragraph.

COMPANYWRITERS shall reserve the right to extend the period that may have been agreed upon for providing the services by a period equal to the one during which the force majeure lasted. Similarly, if these events may jeopardise the fulfilment of the Contract pursuant to the procedures provided, COMPANYWRITERS shall reserve the right to terminate the Contract without incurring any commitment or liability.

## **12. Processing of personal data – privacy**

You may visit the COMPANYWRITERS site to find out about its services without being required to provide any personal information.

Owing to technical considerations, COMPANYWRITERS uses cookies to manage the chosen language. Your browser may be set to let you know when any cookies have been created or to reject them, without being denied access to the COMPANYWRITERS site.

These provisions respect the Customer's privacy pursuant to the Law of 8 December 1992 on the processing of personal data and other binding provisions of Belgian law on the subject

COMPANYWRITERS is responsible for processing your personal data.

COMPANYWRITERS is a company that specialises in the provision of customised services focused on [consultancy](#), [copywriting](#), [proofreading](#) and [translating](#) professionally written texts, and [speech coaching](#). Its main registered office is located in Rue Basse-Hermalle 25/8, 4600 Visé (Belgium) and it is featured in the Business Register under the number 0884.562.301.

COMPANYWRITERS can be reached any time night and day at the following e-mail address: **info@companywriters.be**

COMPANYWRITERS processes the data it receives for customer administration purposes, including pre-contractual and contractual relations with customers, customer information and market development (direct marketing).

Should the Customer so request it shall be entitled, free of charge, to object to its data being processed for market development (direct marketing) purposes.

The Customer shall also be entitled to have any personal data about the Customer that is inaccurate corrected free of charge.

### **13. Applicable law - Disputes**

Belgian law shall be applicable to the exclusion of any other in the event of any disputes about the fulfilment and interpretation of the Contract.

Disputes about the fulfilment and interpretation of the Contract shall fall within the exclusive jurisdiction of the Liege courts (including the Justice of the Peace for the second canton of Liege).

This clause shall continue to apply in the case of lis pendens, related actions or a claim under warranty.