



ALL TEAM SERVICES & @B CLEAN SPRL

Tel. : 02/640.01.26

<http://www.titres-services-bxl.be/>

Please initial all pages and return a copy to us with the handwritten words "read and approved".

Contract to grant housecleaning services under the service vouchers scheme (titres-services, dienstencheques)



The conditions of Use of the website and the general conditions have been translated into English for your convenience. The Company declines any responsibility regarding the exactness of the content compared to the French and Flemish version.

BETWEEN

1. All Team Services & @B Clean Spri, whose registered office is located at 526/10 Avenue Louise, 1050 Brussels, with company number 0894.524.496, 0889.955.204 and registration number 02880, 04113. Validly represented by Claire Van Hoop, manager

Hereinafter referred to as "The Company" and

2. Madam, Sir,

.....

Address:

Post code and borough:

Telephone number:Mobile:

E-mail:

Sodexo user number (mandatory):

National identification number:.....

Number of hours per week fortnight :Day(s) of the week :

Animals :Number :

Hereinafter referred to as "the User"

It is agreed as follows :

General conditions

The conditions of Use of the website and the general conditions have been translated into English for your convenience.

The Company declines any responsibility regarding the exactness of the content compared to the French and Flemish version.

Only the French and Flemish version are legally binding.

1. Purpose of the contract

The purpose of these general conditions is to lay down the contractual provisions between, on the one hand, the private limited liability company (SPRL) "**AB CLEAN**" and/or "**ALL TEAM SERVICES**", two companies each with their registered office at Avenue Louise 526, 1050 Brussels, and respectively registered with the Crossroads Bank for Enterprises under numbers 0889.955.204 and 0894.524.496 (Register of Legal Entities Brussels) (hereinafter referred to as "**the Company**") and, on the other hand, the **customer** (hereinafter referred to as the "**User**").

The reservation of a housekeeper through **the site** <http://www.titres-services-bxl.be> (hereinafter referred to as "**the Site**") implies the unconditional acceptance by the User of the present conditions of sale.

The Company reserves the right to modify its conditions of sale at any time. In such cases, the applicable conditions will be those in force at the date of the order by the User.

Only persons aged 18 years old or above can make a reservation, on the Site or via the conventional manner.

2. Context

The present general conditions are laid down in the context of the use of service vouchers as a means of payment by the User for the provision of employee of a domestic nature by the Company, the reservation of a housekeeper as well as the solicitation of one of the ironing centres.

The Company shall make every effort to make available to Users, for the long-term, a trustworthy, competent and dynamic housekeeper (hereinafter the "**Employee**"), who meets the needs of Users, and to offer Users the guarantee of the Company's professionalism in all circumstances.

Pursuant to the Law of 20 July 2001 on promoting the development of local services and jobs, and the Decree of the Government of the Brussels-Capital Region amending the Royal Decree of 12 December 2001 on service vouchers, the employee may not have a blood or marriage relationship up to and including the second degree with the User or a member of the User's family, nor have the same residence as the User. If the Employee proves to have such family ties with the User, the latter undertakes to notify the Company as soon as possible, under penalty of termination of the contract, automatically and without compensation, by the Company.

The Company is an authorised company within the meaning of the above-mentioned law.

If a change occurs in the legislation, it will automatically apply to this contract between the customer and the Company.

3. Right of withdrawal

Under Article VI.47 of the Code of Economic Law, the Consumer (any natural person who acquires or uses, for purposes excluding any professional nature, the products placed on the market, as specified in Article 1 of the Code of Economic Law) has the right to withdraw from the present contract, without giving any reason, for a period of fourteen days.

The right of withdrawal provided for in the present article only applies if the agreement is concluded remotely with commitment (via the Site, by telephone, etc.). As such, the right of withdrawal does not apply in the event of a reservation for an employee or a solicitation to the ironing centre without remote commitment, or with direct commitment at one of our offices.

The right of withdrawal expires 14 days after the day on which the confirmation of the reservation is given, provided that the first date of provision of the services occurs after the above-mentioned 14 days.

In effect, the right of withdrawal will not apply in cases where the Consumer has expressly given their consent to reserve a employee or a service of the Company within 14 legal days of withdrawal, and has therefore acknowledged and accepted having lost their right of withdrawal.

To exercise their right of withdrawal, the Consumer must notify their decision to withdraw from the present contract via unambiguous notification (for example, letter sent by post or e-mail to the following address: GDPR@titres-services-bxl.be).

The Consumer may use the template withdrawal form in Annex 1 but this is not obligatory.

For the withdrawal period to be respected, it is sufficient to send the notice of exercise of the right of withdrawal before the expiry of the withdrawal period (14 days from the confirmation of the reservation).

The present article is not applicable to Users who are not "consumers" within the meaning of the Code of Economic Law.

4. Authorised services and work

The Company offers the following services and work :

- Domestic cleaning by employees;
- Shopping (within a radius of maximum 5 km around the User's house. "Shopping" refers to the daily needs of the User, and does not include, for example, the purchase of furniture, household appliances, audio/video equipment, newspapers and magazines);
- Cooking (the preparation of meals for private consumption);
- Washing;

- Ironing of personal clothing and household linen;
- Sewing.

By subscribing to one of the services of the Company, the User is prohibited from soliciting the intervention of the Employee of the Company, or using them, to carry out activities other than the above-mentioned activities. In general, the User undertakes not to make the Employee carry out any other activity than that provided for by the legislation on service vouchers (Article 1 of the Royal Decree of 12 December 2001 on service vouchers. Belgian Official Journal of 22 December 2001).

The following services are expressly prohibited and they are not the subject of this contract :

The User therefore undertakes never to request the Employee to carry out activities outside the field of employee of a private, domestic nature, such as repairs, works, renovations, upholstering and painting, garden maintenance, care for children, the elderly or sick people, looking after pets, vehicle cleaning, upkeep of professional premises, shared areas in apartment buildings, etc. Also excluded are services for Users staying in collective residences, including services such as personal assistance and catering, if these Users are not specifically authorised to use service vouchers for activities justified for their private area.

Exceptions in this respect are the inhabitants of serviced residences or serviced apartments who can use service vouchers for authorized activities in their private area.

The User also declares having been informed that it is strictly prohibited to offer gifts or make donations to the Employee of the Company. As such, if the User offers any such items on their own initiative, they do so at their own risk, without the Company being implicated in this respect.

In addition, the User is obliged to ensure that the services requested are in line with those of a morally conscientious person, and consequently do not cause work pressure that could have harmful consequences for the health and safety of the Employee.

The User may not demand services from the Employee **of less than 3 hours or more than 9 hours per day**. Employee services are not authorised on Sundays and bank holidays.

5. Geographical zone

Given the services offered by the Company, it reserves the right not to organise a reservation request or solicitation from a User residing in a geographical zone which is not served by the Company.

The company reserves the right to request a contribution from the User to finance part of the transport costs of his Employees.

6. Provision of equipment

By soliciting the intervention of a employee, the User assures the Company that the equipment required for the proper performance of the services will be made available to the Employee. As such, the User undertakes to

guarantee the good working order of the resources and equipment they make available, as any normally conscientious person would do.

If the User has furniture or objects that must be cleaned with specific products, **he must notify this in writing (e-mail, letter)**. The User shall also inform the employee worker and shall make the necessary products available. In the event of a replacement of the employee worker (due to days off, illness, etc.), the client shall also inform the employee worker who is replacing the absent worker.

7. Safety and hygiene

In no event shall the User have the Employee perform tasks that could prove dangerous, unhealthy or unsuitable, including, for example, cleaning work outdoors in the event of rain, snow, extreme cold or heat, the use of unlabelled products, moving furniture or objects that are too heavy, etc. Moreover, the User is informed that cellars, attics and work at height (for example, the worker may not climb on a ladder with more than three steps) may present a hazard.

However, if during the course of their work, the Employee is potentially confronted with possible hazards, they must be informed of such by the User, who will indicate these possible hazards to the Employee before the latter starts their activities. In addition, the Employee may not be forced to use solvents or unlabelled products.

Moreover, the User undertakes to ensure that the Employee works under hygienic conditions. If unhygienic situations occur on multiple occasions, the help may be terminated. Consequently, the User must allow the Employee to visit the premises before starting their services, to confirm the working conditions and hygiene of the premises.

The Employee is authorised to use the sanitary facilities of the User (toilets, sink).

For the proper provision of the services, the Company may request certain information from the User regarding the environment and the hygiene of the premises, such as the presence or not of domestic animals, allergens in the air, etc. In addition, the User undertakes to spontaneously notify the Company and the Employee in the event of an outbreak of contagious diseases which may present a contamination hazard for the Employee, such as influenza, rubella, chicken pox, mononucleosis, meningitis, viral hepatitis, etc.

The User, with due care and diligence, undertakes to always employ the Employee in safe working conditions. All hazardous situations must be alerted to the Employee and the Company including, for example, a loose socket outlet, a chandelier which is likely to fall, bare electrical cables, etc.

In the event of excessive hazards, the Company may decide to terminate the provision of employee, which will imply termination of the contract, automatically and without compensation. In the event of imminent danger, the Employee has the right to leave the premises. The User, with due care and diligence, shall ensure that a first aid kit is always at the Employee's disposal.

8. Payment

For each hour of service worked, the User shall provide the Employee with one service voucher at the end of each service, ordered in advance from Sodexo. The User undertakes to systematically be in possession of the quantity of service vouchers corresponding to the number of hours worked by the Employee.

A service voucher can only be used to compensate for hours worked. Under no circumstances may non-worked hours be remunerated with service vouchers.

Paper service vouchers

The user gives the employee a valid service voucher, duly signed (without exceeding the framework for the signature) and whole (detachable stub included) per hour worked and this at the latest at the end of the daily task of the employee. The User fills in a **blue or black ballpoint pen** (no pencil, marker or other color) the date on the service voucher (the actual date of the service) and specifies the type of activity performed (checkbox) . A service voucher whose date has expired will not be accepted.

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Attention, no erasure, no corrector "tipp ex" or other is accepted by Sodexo.

The User undertakes to systematically be in possession of the quantity of service vouchers corresponding to the number of hours worked by the Employee. However, if for whatever reason, the User is unable to provide the service vouchers on time, they undertake to provide the due service vouchers within 7 calendar days.

The user is informed that any damaged or expired service voucher loses its value. In this case, the Company is entitled to demand a new service voucher. In the absence of issuance of new service vouchers, the Company is entitled to send a corresponding notice of default to the user for the missing checks in accordance with the general terms and conditions.

Electronic service vouchers

If the User wishes to work with the electronic service vouchers system, they must inform the Company in advance. At all times, the User of electronic service vouchers undertakes to have sufficient credit on their account to pay for the services on the day they are performed by the Employee. To this end, the User must provide the Employee with a telephone whereby the latter can call the free phone number 0800/355 30 or the number 02 547 54 97 (telephone operator's rate) in order to notify of their work performed. The User must validate these services the same day via their User account. The Employee may also enter their services via the "**jobtracker by Sodexo**" application (if they have a smartphone). Users can monitor the work performed by their employee via the "service vouchers by Sodexo" application using their smartphone, or via the secure site of Sodexo.

The User must then, within 48 hours, manually validate the service in his personal electronic space and can not therefore wait for a possible automatic confirmation of the Sodexo IT system.

If it is impossible for the Employee to encode the hours provided by telephone (Sodexo line in trouble or other), in case of omission on his part, or p. ex. in the event of a typing error, the Company is entitled to manually encode / modify the hours worked by the latter on the website of the issuer of service vouchers (Sodexo). The User has a period of 48 hours to confirm the services encoded following the modification.

If the User disputes the encoded service, he has the obligation to inform the Company, no later than the first working day following the service.

Late payment

In the event of failure to provide the due paper service vouchers within 30 days of the date of service or if electronic vouchers are not confirmed within a period of thirty days of the date of service, (sufficient provision must be made in the electronic portfolio), the sums due will automatically and without formal notice incur late payment interest at the legal statutory rate.

In the event that the statutory payment term for the services with service vouchers is exceeded (one year from the service in 2019), the amount claimed from the User is calculated on the basis of the loss actually suffered by the Company, taking into account the intervention of the Federal Government in the cost of the service voucher, an unpaid service voucher is charged at € 23.14 per hour in the Brussels Region - € 23.02 per hour in Flanders and € 23.39 / hour in Wallonia. (indicative value as of 01.01.2019 subject to later indexation).

9. Non-discrimination

The Company offers its Users a high-quality service, reflected in particular by respect for religious, ideological and philosophical freedom and, in general, the privacy of its Users and Employees. As such, the Company will not make any distinction vis-à-vis the latter on the basis of race, ethnic origin, disability, sexual orientation, philosophical or religious convictions, in the context of the provision of services (Law of 25 February 2003 aimed at combating discrimination and amending the Law of 15 February 1993 establishing a centre for equal opportunities and the fight against racism).

10. Absence of the Employee

The Company shall ensure that the work is performed correctly by competent workers, in accordance with the agreed schedule.

In the event of unforeseen impediments affecting the Employee (due to illness, circumstances, or force majeure), the Company shall replace the Employee within 24 hours, to the extent that the service is available.

In the event of impediment, the Company reserves the right to make changes to the working hours and/or date. The Company will inform the User as soon as possible if these changes to the service will occur, and will try, to the extent possible, to take the availability of the User into account.

The Company may also organise a replacement for the absent Employee if the User so wishes. However this cannot be guaranteed. Nevertheless, if there is a replacement, there may also be changes to the working hours and/or date.

If the User's telephone number changes, the Company must be informed as soon as possible, to allow them to contact the User for a change in the work schedule.

11. Absence of the User

The User undertakes to communicate as quickly as possible, at least 14 days in advance, any unplanned adaptations to the work schedule, such as moving house or any holiday periods.

If the User does not wish to receive employee for one or more consecutive weeks, they **must notify the Company at least 14 days in advance** by email at the following address: Absence-clients@titres-services-bxl.be, via the **website** (contact – **absences and holidays**) or by regular mail.

If the User does not wish to receive employee for an isolated service, they **must notify the Company at least 72 hours in advance** by email at the following address: Absence-clients@titres-services-bxl.be, via the **website** (contact – **absences and holidays**) or by regular mail.

Cancellations / absences / vacations must be reported directly to the Company, not to Sodexo, as the company will not be informed in this case.

12. Changes to the work schedule - Reduction of the number of contractual hours

The User may reduce the number of contractual hours, subject to a notice period of 4 weeks, during which periods of leave are ruled out. The request for termination must be sent by registered letter or e-mail (info@titres-services-bxl.be), and the notice period shall commence on the fifth calendar day after the date of dispatch.

If the cancellation period is not met, compensation will be due. This compensation is calculated according to the number of planned working hours during the four following weeks outside the holiday periods, multiplied by the hourly rate applicable in accordance with the intervention of the Federal Government in the cost of the service voucher. On 01.01.2019, one working hour corresponds to € 23.14 in the Brussels Region - € 23.02 in Flanders and € 23.39 in Wallonia. (indicative value as of 01.01.2019 subject to later indexation).

13. Termination of the contract

The User may terminate the contract, subject to a notice period of 4 weeks, during which periods of leave are ruled out. The request for termination must be sent by registered letter or e-mail, and the notice period shall commence on the fifth calendar day after the date of dispatch.

If the cancellation period is not met, compensation will be due. This compensation is calculated according to the number of planned working hours during the four following weeks outside the holiday periods, multiplied by the hourly rate applicable in accordance with the intervention of the Federal Government in the cost of the service voucher. On 01.01.2019, one working hour corresponds to € 23.14 in the Brussels Region - € 23.02 in Flanders and € 23.39 in Wallonia. (indicative value as of 01.01.2019 subject to later indexation).

In each of the following cases, the contract between the User and the Company will be terminated with immediate effect : in the event of dissolution, bankruptcy, application for concordat or insolvency of the Company, the User is entitled to terminate the contract with immediate effect; if the authorities terminate or modify the system of service vouchers and / or adapt it in such a way that the system can no longer cover the costs of the Company; if there are chronic safety or health problems at the User's premises; in case of violation of the legal rules in this matter.

The User and the Company may at any time terminate the contract for serious grounds.

Serious grounds mean circumstances and events of such a nature that it is impossible to reasonably expect the party invoking them to maintain, even temporarily, the contract with the other party.

The termination of the contract is indivisible and applies to all employees of the Company performing services at the User's premises.

14. Change of User account

In any case where two or more accounts are used for a home, the User agrees to inform the Company if the encoding of services performed needs to be in the name of another User, domiciled at the same address, than the one usually used. Otherwise, an administrative fee of € 35 will be required for the cancellation and re-encoding of services.

15. Loss and theft

Although the Company makes every effort to ensure that the User is provided with competent Employees to ensure high-quality service, the User must always exercise the necessary caution as regards money and valuables left at the premises. If there is suspicion of theft, the User must always alert the Company. In the event of theft, the User must immediately report it to the police, who will draw up an official report. However, if the User wants the Employee to keep the keys to the premises, they must authorise this in writing (the Company shall keep the copy).

The key collection form can be found on the website or is available on request.

In no event can the Company be held liable if the User gives a copy of these keys to the Employee. Moreover, the Company cannot be held liable in the event of proven theft on the part of the Employee, only the latter can be prosecuted in this case.

16. Losses and insurance

The Employees of the Company are regularly instructed through internal and external training, and the Company takes care to provide Users with qualified personnel, who perform their tasks with the utmost care. Nevertheless, losses cannot be ruled out.

In the event that a User identifies damage during or following performed work, they are required to report this by registered mail with acknowledgment of receipt or by accurately completing the form available on the website within 24 hours of identifying the damage, under penalty of this damage not being taken into consideration. The insurance company will assess whether the employee is liable in the event of losses.

If the declaration is sent by registered mail with acknowledgment of receipt, it must contain the following elements: surname, first name, e-mail address, telephone number or mobile number and place of residence (postal code, street, house number) of the User; surname and first name of the Employee; note about the origin of the damage, description of the damage, 3 photos of the damage.

In case of material damage, the User must immediately notify the Company. However, in order to avoid any abuse, minor damage such as broken dishes or small trinkets will not be insured. In general, any amount under € 250.00 excluding VAT will not be refunded.

The company advises the User to take out his own insurance to cover the material damage that his property would suffer by the Company Employee in the event that the insurance of the latter would refuse to cover the damage.

The Company declines all responsibility for any damage caused by the normal wear and tear of cleaning utensils. For more significant damage, a file will be sent to the insurance company.

For more important damage, your file will be sent to the insurance company after analysis. In case of acceptance of the claim by the insurance company, the damage will be repaired on presentation of the invoice for purchase or repair of the damaged object/material, taking into account the age of the object, and, in general, its value at the time of the damage. The franchise for any repair of the damage covered by the insurance company is € 250.00 excluding VAT. The Company is entitled to request a comparative repair quote.

In no event can the Company be held liable for the consequences of errors, mistakes or omissions made by the User in communicating information and/or instructions regarding the proper performance of the tasks.

If the user possesses valuable goods and / or unique items, the Company asks him not to have them cleaned by the employee.

The Company can not be held liable for damages originating in the execution of activities that are not part of the activities authorized under the law of July 20, 2001 to promote the development of services and of local jobs.

In the context of insurance for workplace accidents, the Company is liable for the compensation legally due in the event that the Employee is the victim of an accident at work or an accident on the way to work.

17. Processing of personal data

The Company respects the privacy of its Users, Employees and all persons for whom they are required to hold personal data.

The way in which the Company collects and uses personal data is governed by Belgian legislation, specifically by (i) European Regulation (EU) 2016/679 of 27 April 2016 (the General Data Protection Regulation - "GDPR") which entered into force on 25 May 2018 and partially repeals the Belgian law of 8 December 1992 on the protection of privacy with regard to the processing of personal data hitherto in force and (ii) (future) Belgian legislation pertaining to the implementation of the above-mentioned Regulation. The Company confirms that any processing of the personal data of Users and of any person concerned in general complies with the above-mentioned Regulation.

As such, by subscribing to our services, the following personal data may be collected:

- Last name
- First name
- Domicile address
- Email address
- Telephone number (landline/GSM)
- Sodexo number
- All other personal data voluntarily provided to the Company (in particular in the free fields on contact forms/application forms to a job offer or during correspondence with the Company)

The latter are necessary for the purposes of processing.

The processing of these personal data is based on

- the legitimate interest of the Company;
- a legal obligation and/or the implementation of any contract concluded with the User or the Employee and/or any commitment made by the User, the Employee or the Company;
- or on the consent of the User or the Employee.

In the latter case, your consent will be explicitly requested prior to the processing of the desired personal data.

The Company will not disclose personal data to third parties, except where necessary in the context of the provision and improvement of services (including, but not limited to, drawing up an invoice, satisfaction surveys for internal statistical purposes, etc.). In this context, your personal data may be made public to payment partners, software suppliers, cloud partners, transport partners, external IT consultants, insurance companies, service providers and any other business partners which the Company may solicit in the context of providing their services.

However, if the Company is required to disclose personal data to third parties in this context, the third party in question shall be obliged to use such personal data in accordance with the obligations imposed by the GDPR.

The Company also collects anonymous information (total number of visits to the site, number of visitors to each page of the site, domain names of the ISPs of visitors, IP addresses, cookies, etc.), intended for behavioural and marketing analysis.

18. General provisions

The Employee is not allowed to smoke during their work. They may not use their telephone during their work, unless it is necessary for the service. In such cases, they are authorised to use the telephone of the User. However, in exceptional cases agreed with the User, the Employee is authorised to use their telephone for private purposes. Under no circumstances can the Employee come to work with their child(ren) or animal(s). The Employee will only keep the key to the User's home if the User gives written authorisation and has notified the Company.

A service is defined as the uninterrupted work period provided by the Employee, regardless of the length of service. The rest period of 15 minutes per 4 hours of service is not considered an interruption. The start and end times of the planned services must be respected.

In no case may the employee appear at the workplace with his / her child (ren) or animal. The employee retains the key of the User's house only when the latter gives his written authorization and notifies the Company.

19. Transferability of the contract

The Company may unilaterally decide to assign its commitments vis-à-vis the customer to another organization or company without prejudice to this contract. In this case, the Company will inform the customer in good time. This other organization or company will fully comply with the labor legislation and the specific securities regulations and may submit the necessary authorizations in this regard.

20. Dispute settlement

Unless expressly agreed otherwise in writing between the parties, disputes relating to the validity, interpretation or implementation of the present conditions shall be brought before the competent courts pursuant to Article 624, 1 °, 2 ° or 4 ° of the Judicial Code. Disputes arising out of or in connection with the contract will be subject to Belgian law.

Concluded at our offices / remote *, at, on

*Delete as appropriate.

"The User" Madam, Sir,

.....

"Read and approved"

Signature

Withdrawal from

- For the attention of "**AB CLEAN and ALL TEAM SERVICES**", Avenue Louise 526, 1050 Brussels
- I/We (*) hereby notify you (*) of my/our (*) withdrawal from the contract for the sale of the good (*)/for the service (*) below:

(description of the good/service)

- Ordered on (*)/received on (*)
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if the present form is notified on paper)
- Date

(*) Delete as appropriate.