

# TERMS AND CONDITIONS

## ***article 1. Object.***

This agreement covers all arrangements between the user and the service voucher company regarding the provision of household services through the service voucher system.

## ***article 2. Definitions.***

- 'user': the person (a private individual) engaging the services of a service voucher company;
- 'service voucher company': the company certified for the provision of household services to users through the service voucher system;
- 'household services': the cleaning of private homes, laundering and ironing of clothing and linen used by private individuals, preparation of meals for private use, the occasional performance of minor sewing tasks as described in article 3.1;
- 'employee': a person engaged by the service voucher company on the basis of an employment contract and providing household services;
- 'agreement': the present agreement concerning the provision of household services within the framework of the service voucher system;

## ***article 3. Regulations.***

The user and the service voucher company using the service voucher system for household services must comply with the regulations set out in the 20 July 2001 Act promoting neighbourhood services and jobs and the royal decree of 12 December 2001 regarding service vouchers and the supplementary decrees and resolutions by the relevant government bodies.

These regulations impose the following obligations, among others:

### ***3.1. Permitted activities***

The use of the service voucher system is permitted exclusively for 'household services', so that the user can only have the following tasks and assignments carried out:

- housecleaning (interior, sanitary facilities, floors, ...);
- laundering (of clothing used for private purposes);
- ironing (of clothing used for private purposes);
- tidying up the bedroom, changing bed linen;
- preparing meals for private purposes;
- the occasional performance of minor sewing tasks.

The user may not have any other tasks and assignments performed. Activities such as child care, working in a holiday home, child transportation services, garden or vehicle maintenance, animal care and/or maintenance of animal shelters, maintenance of premises intended for (whether or not self-employed) professional activities, maintenance of practice areas, offices, shops, common facilities, staircases or corridors, maintenance of areas intended for collective use (with the exception of private areas in care flats and residences) are strictly prohibited, so that in the event of violations under the aforementioned regulations, the user will be (jointly) responsible for all sanctions and consequences.

### **3.2. Restrictions**

An employee providing household services cannot be related to the user by blood or marriage up to the second degree, nor a member of the user's household; nor may the employee's residential address correspond to that of the user. The user will comply with this prohibition and will immediately inform the service voucher company in the event of a situation that could lead to such a violation. In the event of violations, the user will be (jointly) responsible for all sanctions and consequences pursuant to the regulations referred to above.

### **3.3. Service vouchers**

The user acknowledges that he/she must order, manage, confirm and pay for the service vouchers directly through the authorised issuing company (Pluxee, formerly acting under the name Sodexo) and the user acknowledges that he/she is getting well acquainted with the general terms and conditions imposed by this authorised issuing company in this respect. The household help or the service voucher company is not allowed to represent the user in the management, confirmation or payment of the paper service vouchers or in the management of the user's electronic wallet.

### **3.4. Address and contact information**

The user undertakes to immediately inform the service voucher company of every change in his/her address or contact details. In the event that changes are not communicated or are not communicated in a timely manner, the user will be held responsible for any errors in the communication or administration in relation to the services provided.

## **article 4. Scope, time and schedule of the provision of household services.**

### **4.1. Scope, time and planning**

The scope, place and time of the provision of the household services will be determined in close consultation between the user and the responsible person of the service voucher company.

The household services will be organised on a weekly or fortnightly basis in periods of at least 3 hours, taking into account the nature and scope of the assignment.

When preparing the schedule of the household services, the parties will take into account all statutory constraints in relation to working hours, and no work assignments will be scheduled on Sundays and public holidays.

The service voucher company will incorporate the mutual arrangements regarding scope and time into the schedules.

#### **4.2. Possible absences of the employee or changes in the work schedule.**

In the event of any changes in the work schedule, the service voucher company will inform the user as soon as possible.

In the event of the employee's absence, the service voucher company will appoint a replacement as soon as possible and in any case to the best of its ability. If necessary, the user will also be informed as soon as possible about any changes to the work schedule.

The user will inform the service voucher company as soon as possible if the employee unexpectedly fails to show up or if he/she prematurely terminates his/her duties.

#### **4.3. Request for adjustment of the work schedule and cancellation(s) by the user.**

The user will inform the responsible person of the service voucher company of any request for adjustment of the work schedule at least 14 days in advance.

In the event that the user wishes to cancel the household services due to the fact that he/she is going on holiday in the months of June, July and August, he/she must notify the responsible person of the service voucher company by 15 May at the latest.

Except in the case of force majeure, the number of possible cancellations by the user in the other months (from January to May and from September to December) will in any case be limited to a maximum of two cancellations per calendar year. If applicable, the user will inform the person in charge at the service voucher company at least 14 days in advance.

It is advisable to also confirm by e-mail any question or notification to this effect directed (by telephone) to the person in charge at the service voucher company.

In the event of multiple untimely cancellations or in the event of multiple exceedances of the aforementioned maximum without any reasons, the service voucher company will be entitled to charge a financial compensation of which the amount will always be equal to the number of work hours (in accordance with the work schedule) multiplied by the legal exchange value of the service vouchers on the date of the cancellations.

In the event of manifest inadequacy of the services of the employee assigned to the user or in the event of repeated and regular absences of the employee assigned to the user without the service voucher company being able to provide an appropriate replacement, the user may request the service voucher company to be assigned another employee. To this end, the user directs a simple request (by telephone or e-mail) to the person in charge of the service voucher company. The service voucher company will appoint a permanent replacement as soon as possible and in any case to the best of its ability; if necessary, the user will also be informed as soon as possible about any changes to the work schedule.

### **article 5. Materials, products and personal protective equipment.**

#### **5.1. Materials to be made available by the user**

The user undertakes to ensure that all materials needed for the execution of the requested household services are available at all times.

The user will guarantee that all materials are in good condition and will always inform the employee of the instructions for use and safety prior to the first use of these materials by the latter.

Preferably, the user will provide the following materials:

- A broom and squeegee with telescopic handle
- A feather duster or mop with extendable handle
- A window wiper with telescopic handle
- Microfibre cloths
- A stepladder with bracket and wide steps (maximum up to a height of 3 steps to be used by the employee)
- Vacuum cleaner with extendable handle and ergonomic grip
- Cleaning system that allows the floor to be cleaned without bending over

The service voucher company provides each user with a brochure containing necessary additional information about materials and products. On simple request, the user can also obtain another copy of this brochure from the person in charge at the service voucher company.

### 5.2. Products to be made available by the user

The user shall never foresee the use of unlabelled products (with CE markings) and/or solvents (without CE requirements).

Under no circumstances may the employee use the following products: chlorine, ammonia, unblocking agents and/or alkalis, and all other products of which one or more components have a much higher concentration than average; therefore, the user will not make these products available.

Preference should be given to ecological products or products with the following hazard signs:



Products mentioning the following hazard signs are prohibited products that the employee is not allowed to use:



The service voucher company provides each user with a brochure containing necessary additional information about materials and products. On simple request, the user can also obtain another copy of this brochure from the person in charge at the service voucher company.

### 5.3. Personal protective equipment made available by the employer

The service voucher company provides the employee with the necessary work clothing (T-Shirt and apron) and personal protective equipment. This personal protective equipment consists of safety shoes with a non-slip sole and gloves.

**article 6. Safety and hygiene in the workplace.**

The user undertakes under no circumstances to allow the employee to perform unhealthy or dangerous tasks and assignments.

Working at great heights is not permitted - the maximum working height is 3 steps on a household stepladder. Above the ground floor, only the rotating parts of windows can be cleaned.

The user will also take into account the relevant circumstances and will adapt the tasks and assignments to be performed in a suitable manner in the event of rain, snow, or excessively cold or hot weather.

The user will ensure that every workplace is completely safe for the employee at all times (in the event of specific defects, the user will ensure that the unsafe area is rendered fully inaccessible).

The employee may not execute any tasks or assignments if there is any building work taking place. Neither can the employee be involved in cleaning up after building or renovation work. The user will also ensure that all electrical appliances are operating safely and that no loose electrical sockets and/or unsafe electrical wiring is used.

The user undertakes to ensure that the employee will always be able to perform his tasks in good hygienic conditions.

In any case, the user must always inform the service voucher company and the employee prior to the execution of the tasks or assignments in the event of a risk of exposure for the employee to highly contagious diseases. Thus, the user shall in any case inform the service voucher company and the employee in advance in the event of a flu or covid infection, rubella, chicken pox, glandular fever, jaundice, meningitis, and the like.

The user undertakes to refrain from smoking during the execution of the work in all areas used by the employee for the purpose of performing his/her tasks..

The user shall ensure that the employee does not come into contact with animals under any circumstances.

The user will ensure that first aid materials are always available.

In the context of his assignment, the employee is entitled to carry out a global inspection round of the hygienic conditions of each workplace prior to the execution of the tasks and assignments.

In the event of hazardous or unhygienic conditions, the employee has the right to leave work immediately. If necessary, the service voucher company may receive financial compensation for the cancellation of the assignment(s), the amount of which is determined in accordance with the above-mentioned art. 4.2.. In the event of serious or repeated shortcomings on the part of the user, the service voucher company will also have the right to invoke the termination of this agreement at the expense of the user.

The parties expressly agree that a responsible person employed by the service voucher company will carry out an inspection on behalf of the latter regarding compliance with these arrangements and the legal regulations concerning well-being and hygiene at work at the employee's workplace; in the event that the work is carried out in the user's home, the responsible person shall contact the user at the start of this inspection, if necessary by telephone or by means of a confirmative voice-mail message in the event the user is absent.

## **article 7. Compensation and payment.**

In order to compensate the household services that are provided as well as the additional administrative costs incurred by the service voucher company, the user pays a maximum of one service voucher *for each hour worked* plus an additional administrative fee.

### **7.1.a. Payment of the service vouchers.**

Service vouchers can only be used as a means to compensate the household services provided. The service vouchers cannot be used to compensate other services or costs of materials, transport, and the like.

The user must purchase the service vouchers from the issuing company appointed for this purpose by the government, currently Pluxee (formerly acting under the name Sodexo).

The user undertakes to always purchase a sufficient number of service vouchers in a timely manner to ensure the availability of a sufficient number of service vouchers allowing the immediate compensation of the planned and performed duties.

The user will ensure that no expired service vouchers are offered in compensation.

The period of validity of the service vouchers depends on the regulations of the region in which the user resides.

The service voucher company cannot exchange expired service vouchers, so that such service vouchers are not a valid means of payment.

### **7.1.b. Payment by means of electronic service vouchers (= preferred).**

The user creates a personal account with the issuing company appointed for this purpose by the government, currently Pluxee (formerly acting under the name Sodexo).

The user then purchases a sufficient number of service vouchers in a timely manner (in any case prior to the date on which the services are scheduled to be provided).

The employee records the services he performed immediately (and in any case on the same day), using a phone. In the event that it is not possible for the employee to do this, the service voucher company will take care of this registration.

The user confirms/validates the services provided immediately (and preferably on the same day) through his personal account.

In any case, the user will receive an e-mail message from the issuing company (Pluxee, formerly known as Sodexo) informing him that the services provided will be validated automatically within the (currently) applicable period of 5 days, except in the event of an objection by the user; this period is (currently) 60 days for Brussels and Wallonia.

The service voucher company hereby points out that in the event of an objection by the user regarding the services that are invoiced, this objection must in all circumstances be brought to the attention of the service voucher company by the user in accordance with the provisions of article 9 below.

### **7.1.c. Payment by means of paper service vouchers.**

The service vouchers mentioning the date of the services provided and signed by the user are handed by him to the employee, immediately after the performance of the services.

In the event of the user's absence, he must ensure that the service vouchers are left for the employee to find, duly completed and signed.

The user is not permitted to hand over service vouchers prior to the performance of the services in question.

**7.1.d. Non-payment or late payment of service vouchers.**

In the event of non-payment, the user will be reminded to pay the service vouchers in accordance with the terms and conditions provided for in article 8.

In the event that no payment of the service vouchers is made after a written notice of default (referred to in article 8), the service voucher company reserves the right to charge a financial compensation, the amount of which will always be equal to the number of hours of work for which no service voucher has been paid multiplied by the current legal exchange value of the service vouchers, plus the amount of the indemnity clause and late payment interest (in accordance with article 8 below).

The service voucher company would like to point out that the user who postpones payment until 12 months after the date on which the services were performed, will – under the legislation - no longer be able to pay by means of service vouchers, so that the services that were performed can only be paid for by monetary compensation, the amount of which will always be equal to the number of hours of services for which no service voucher has been paid, multiplied by the legal exchange value of the service vouchers on the date of payment.

In the event of non-payment, the service voucher company is entitled to proceed with collection and/or to terminate the provision of household services; in the event of manifest non-payment, this termination can take place at any time.

**7.2.a. Payment of additional administrative fees.**

In order to compensate part of the administrative costs incurred by the service voucher company for the provision of household services, the user pays *an additional administrative fee* per hour worked.

The amount of this administrative fee is equal to:

- 1,90 EUR per hour worked in case of payment of the services by means of a service voucher valid for services provided in the Flemish Region;
- 0,62 EUR per hour worked in case of payment of the services by means of a service voucher valid for services provided in the Brussels Region;
- 2,00 EUR per hour worked for ironing services provided in an ironing workshop in case of payment of the services by means of a service voucher valid for services provided in the Brussels Region or in the Flemish Region;

In the case of services paid for by means of a service voucher valid for services in the Walloon Region, no administrative fee is due for services provided as from 1 January 2024.

This administrative fee will be invoiced on a monthly basis.

Payment of this administrative fee is due within 14 days as from the day on which the monthly invoice was sent; this due date is stated separately on each invoice.

Payment must be made by bank transfer or direct debit.

All objections in relation to the monthly invoice for administrative fees must be notified in writing to the service voucher company within the same 14 day period, by email or regular mail sent to the following address:

- E-mail: [finance@groupdaenens.be](mailto:finance@groupdaenens.be)

- regular mail: Shared Service Center Daenens CommV, Baron Ruzettelaan 33, 8310 Assebroek

The monthly invoicing of the administrative fee is made:

- either digitally via the user's e-mail address; to this end, the service voucher company will use the e-mail address communicated to the company for this purpose; the user can communicate his/her e-mail address to the person in charge at the company at any time.
- Or by regular mail if no e-mail address is provided or if the user declares that the invoices should be sent by regular mail.

If the user opts for digital invoicing via e-mail, the user will be offered a 2% discount on each invoice.

**7.2.b. Non-payment or late payment of the administrative fee.**

In the event of non-payment, the user will be reminded to pay the administrative fee in accordance with the terms and conditions provided for in article 8.

In the event that no payment of the administrative fee is made after a written notice of default (referred to in article 8), the service voucher company reserves the right to proceed with the collection of the amount due, plus the amount of the indemnity clause and late payment interest (in accordance with article 8 below). If necessary, the service voucher company is also entitled to terminate the provision of household services; in the event of manifest non-payment, this termination can take place at any time.

**7.2.c. Possible changes to additional administrative fees.**

The service voucher company has the right to unilaterally change the amount of the additional administrative fees as referred to in article 7.2.a. If applicable, the user will receive prior written notification of this change; the user will then be given the opportunity to terminate the agreement within a reasonable period, and in any case before the effective date of the change of the administrative fees.

**article 8. Indemnity clause and late payment interest.**

In the event of non-payment of the service vouchers and/or the administrative fee, the service voucher company is entitled to an indemnity and a late payment interest.

The indemnity provided for in the indemnity clause amounts to 20,00 EUR if the balance due is less than or equal to 150,00 EUR; 30,00 EUR plus 10% of the amount due on the bracket between 150,01 EUR and 500,00 EUR if the balance due is between 150,01 EUR and 500,00 EUR and 65,00 EUR plus 5% of the amount due on the bracket above 500,00 EUR with a maximum of 2.000,00 EUR if the balance due is higher than 500,00 EUR.

Late payment interest is limited to the interest at the reference rate plus 8 percentage points as referred to in article 5, 2° of the 2 August 2002 Act on combating late payment in commercial transactions. Interest is calculated on the amount still to be paid.

The aforementioned indemnity clause can only be applied by the service voucher company after sending a notice of default to the user. This notice of default takes the form of a first reminder and is sent on a durable medium. The aforementioned indemnity is due after the expiry of a period of 14 calendar days starting on the third working day following the sending of the reminder to the user. If the reminder is sent by electronic means, the period of 14 calendar days starts on the calendar day following the day on which the reminder was sent to the user.



The first reminder contains: 1° the balance owed by the user and the amount of the indemnity provided for in the indemnity clause that will be claimed in the event of non-payment within the period of 14 calendar days; 2° the details of the service voucher company (name and company number); 3° a description of the product that gave rise to the debt, as well as the date on which this debt is due (in this case, the non-payment of the service vouchers and/or the administrative fee) and the period within which the debt must be repaid before any costs, interest or indemnities will be claimed.

If the user has not paid his debt at the expiration of the 14-day period, the aforementioned interest for late payment will run from the calendar day following the day on which the reminder was sent to the user.

The service voucher company, at the request of the user, shall immediately provide on a durable medium all evidence of the debt and all necessary information on how to submit a dispute of the debt.

***article 9. Objections to invoiced services.***

In the event that the user does not agree with the services as invoiced by the service voucher company, the user must make this objection known to the service voucher company within 14 days following the service(s) in question and this by registered letter to his/her local office.

Any objection communicated after the aforementioned 14-day period will be void (in view of the nature of the services, it must be possible to check a possible objection within a short period of time).

***article 10. Commencement, duration, notice and termination of the agreement. Signature or, if applicable, tacit acceptance of the agreement.***

This agreement is concluded for an indefinite period of time and will take effect as from the date of signature or, in the case of tacit acceptance of the agreement, from the moment of such tacit acceptance.

The signature of this agreement by the user is done digitally (via the user's e-mail address); to this end, the service voucher company will use the e-mail address provided to the company; the user can register his/her e-mail address at all times with the person in charge at the company.

In the event that no e-mail address is communicated or in the event that the user declares that such communication should be sent by regular mail, the user shall sign the agreement on paper and return it to the service voucher company within the requested period.

This agreement is tacitly accepted by the user in the event that the user continues the execution of the agreement through the use of the household services over a period of 4 weeks, starting from the moment when this agreement is actually presented to the user by means of a written notification to the user's e-mail or postal address in order to be signed; if applicable, it is up to the service voucher company to prove that it has actually presented this agreement to the user for signature in the aforementioned manner.

Any tacit acceptance of this agreement is irrevocable and applies to all its terms and conditions.

This agreement can be terminated by both parties subject to a registered letter and a minimum notice period of 14 days starting on the date on which said registered letter was sent.

This agreement will automatically be deemed terminated if one of the parties manifestly fails to comply with the obligations under this agreement or if the certified company loses its certification, or if the government discontinues the service voucher system.

In any case, the service voucher company has the right to temporarily suspend the execution of this agreement in the event that the user does not comply with his payment obligations under this agreement or in the event of dangerous or unhygienic conditions at the workplace.

The service voucher company also has the right to terminate the execution of this agreement without observing a notice period or owing a termination indemnity in the event of manifest non-payment or non-timely payment of the service vouchers and/or the administrative fee, or in the event of any other manifest breach of contract on the part of the user.

***article 11. Modification of the agreement by the service voucher company.***

Without prejudice to the provisions of article 7.2.c mentioned above, the service voucher company reserves the right to unilaterally amend the provisions of articles 4, 5, 6, 7, 8, 9, 12, 13, 14, 15 and 17 of this agreement. The service voucher company will provide the user with written notification of such amendments prior to their effective date. As from this written notification, the user has the opportunity to communicate in writing his opposition or objection to this unilateral change. In the event that the user does not make use of this possibility, the amended clauses will enter into force after the expiry of 30 calendar days following the date of the aforementioned written notification to the user.

***article 12. General arrangements regarding the performance of the tasks and assignments by the employee.***

The employee is entitled to a short break of up to 10 minutes for each performance component of at least 4 consecutive hours; the employee who takes advantage of his short break cannot leave the workplace. The employee takes a lunch break in accordance with the work schedule.

The employee is forbidden to smoke during work.

The employee is not allowed to accept gratuities or gifts at the place of work.

The employee may not make use of telephones or other communication devices belonging to the user, except in case of an emergency.

It is strictly forbidden for anyone to install hidden cameras in the workplace / in the user's residence. In the event of the installation and use of surveillance cameras, the user is obliged to inform the service voucher company and the employee in advance and in writing, including a full description of the purposes and the manner in which the envisioned surveillance will be organised and monitored; the user will also cooperate fully by answering any additional questions regarding the intended installation and use of surveillance cameras.

***article 13. Liability for loss or theft of any item or sum of money.***

Although the service voucher company is responsible for the thorough selection of its employees, the service voucher company cannot be held liable in the event of any loss or theft of any item or sum of money.

The user will always take whatever precautions are necessary to avoid the loss or theft of any item or sum of money.

In the event of a suspicion of theft by an employee, the user must always immediately inform the person in charge at the service voucher company. In addition, in the event of theft, it is recommended that the user immediately reports the theft to the competent police services, with a request to draw up an official report.

**article 14. Arrangements regarding the provision of a house key or access code.**

In the event of the user's absence, he may authorise the employee to enter the property in the context of his assignment.

If the user wishes to provide the employee with a house key or access code, the user must inform the service voucher company in advance. In the event that the user wishes to provide the employee with a house key for safekeeping, a so-called key holder agreement or agreement for free safekeeping of a key will be concluded in advance between the service voucher company and the user. The service voucher company will provide a model form for this purpose.

In the case of a so-called key holder agreement or agreement for free safekeeping of a key, the service voucher company will only be liable if it is established that the employee has made a serious mistake regarding the safekeeping of the key and has therefore failed to act as a normally prudent and reasonable person. The service voucher company cannot be held liable for the loss of the key in the event that the household help has acted as a normally prudent and reasonable person with regard to the safekeeping of the key and the loss is the result, for example, of theft by a third party or force majeure.

In the event of a suspicion of theft of the house key or theft as a result of the use of the house key or an access code, the user must always immediately inform the person in charge at the service voucher company. In addition, it is recommended that the user immediately reports the incident to the competent police services, with a request to draw up an official report.

**article 15. Coverage of specific damages by the insurance.**

**15.1. In the event of an accident at work or while commuting to and from work.**

The employee is insured through the service voucher company against damage arising from accidents at work and accidents while commuting to and from work (in accordance with the work schedule).

**15.2. In the event of material damage to the user's belongings.**

The service voucher company is insured for any material damage or any damage to persons caused to the user's belongings or to the user personally at the workplace while the household services are being performed in accordance with this agreement.

In the event of material damage, the user must always immediately inform the person in charge at the service voucher company; in addition, the user undertakes to inform the person in charge at the service voucher company and in any case also in writing within 7 days following the incident (by e-mail or by regular mail).

The service voucher company will subsequently report this to the insurance company concerned. Compensation for the damage by the insurance company will take place in accordance with the terms and conditions of the insurance policy (civil liability) and subject to investigation and acceptance of coverage by the company concerned; among other things, regarding the valuation of the items of materials concerned, the insurance policy provides for a settlement for wear and tear. The franchise provided for in the insurance policy amounts to 250 EUR; the amount of this franchise remains at the expense of the user in all circumstances.

In the event that the user does not agree with the assessment of the insurance company or the indemnity for the claim proposed by the insurance company, the user may file a complaint with the person in charge at the service voucher company.

In addition, the user himself is liable for any damage caused by the use of a cleaning product or materials made available by the user for the performance of the household services.

In the event that specific instructions need to be followed when using certain cleaning products or materials, the user should check that the worker is able to follow these specific instructions correctly.

The user will not have any exceptionally valuable materials cleaned by the employee; nor will the user have materials cleaned that can only be cleaned using exceptional techniques or means.

***article 16. Respect for the user and the employee. Non-discrimination rules.***

The service voucher company offers the user a service that takes into account the user's living situation and guarantees respect for the user's human dignity, privacy, ideological, philosophical or religious beliefs and rights.

The service voucher company makes no distinction on the basis of gender, ethnic origin, disability, sexual orientation, ideological, philosophical or religious beliefs and age when hiring employees or when offering household services to users.

The user shall at all times show respect for the employee's human dignity, privacy, ideological, philosophical or religious convictions and rights; with regard to the employee, the user will make no distinction on the basis of gender, ethnic origin, disability, sexual orientation, philosophical or religious beliefs and age (as provided for, inter alia, in the 25 February 1993 Act establishing a centre for equal opportunities and for combating racism and the Decree of 8 May 2002 on proportional participation in the labour market).

The user shall at all times ensure that the prohibition of sexual harassment in the employee's workplace is not violated in any way.

In the event of disregard of the aforementioned provisions, the agreement will be terminated immediately without observance of any notice period or compensation in lieu of notice.

***article 17. Processing and protection of personal data.***

The service voucher company collects and processes the personal data provided by the user for the purpose of the execution of the agreement regarding the provision of household services and all related activities, the administration, accounting and all marketing activities related to it.

The processing of personal data is always carried out in accordance with the applicable Belgian and European privacy regulations, including Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the 'GDPR').

The service voucher company guarantees that it has taken all appropriate technical and organisational measures to ensure that the processing of personal data complies with the aforementioned GDPR regulations.

The following are considered to be "personal data" within the framework of this agreement: the identification and contact details (surname, first name, e-mail address, telephone number, address), payment details and IP address, any contact details of a contact person (surname, first name, telephone number, mobile phone number), the days on which the provision of the household services is desired, the arrangements regarding the first meeting, information regarding smoking, the presence of pets, and points of attention with regard to the specific tasks and assignments.

The following are considered to be "legal grounds": this agreement and its execution, the fulfilment of legal and regulatory obligations and/or the legitimate interest, the provision of the services, the related

marketing purposes using informative e-mails or digital messages, newsletters and (own) magazines. Upon receipt of such e-mails or digital messages, newsletters and (own) magazines, the user will at all time have the possibility to withdraw his consent in this regard, or to change his preferences, by sending an e-mail to [privacy@groupdaenens.be](mailto:privacy@groupdaenens.be). Otherwise, the service voucher company only shares the data with third parties if this is necessary for the execution of this agreement or to comply with a legal obligation. The service voucher company does not store the personal data any longer than is strictly necessary in the context of the execution of this agreement and the realization of the aforementioned objectives. The service voucher company guarantees that its appointees and employees who process the personal data are bound by an obligation to observe the confidentiality of all data processed in the context of this agreement.

If the service voucher company receives a request or an order from a Belgian or foreign supervisory authority to provide (access to) personal data or related data, the user will be informed immediately. In dealing with the request or order, the Processor shall observe all reasonable requests of the user (including the instruction to leave the handling of the request or order in whole or in part to the user) and provide all reasonably necessary cooperation. In the event of an obligation on the part of a public authority to maintain the confidentiality of a request or order, the service voucher company will always act in the interest of the user.

The user has the right to access, correct or delete his personal data. In addition, the user has the right to withdraw any consent to the data processing or to object to the processing of his/her personal data by the service voucher company; furthermore, the user has a right to data portability so that the user can request that the personal data held by the service voucher company be sent in a computer file to the user or another organisation named by the user. A request for access, correction, deletion, data transfer of his/her personal data or request for withdrawal of his/her consent or objection to the processing of his/her personal data must be submitted by the user to [privacy@groupdaenens.be](mailto:privacy@groupdaenens.be). Taking into account the nature of the processing, and to the extent possible, the service voucher company shall provide assistance to the user by means of appropriate technical and organisational means in the fulfilment of its duty to respond to requests for the exercise of the user's rights set out above.

After the termination of this agreement, in whatever manner, all personal data will be deleted or returned to the user, depending on the user's choice, and existing copies will be deleted, unless storage of the personal data is required by Union or Belgian law.

#### ***article 18. Non-recruitment.***

The user is not entitled to employ the employee of the service voucher company or to offer employment for the performance of similar tasks and assignments. The user is not permitted to offer the employee of the service voucher company another similar employment with another competing company or to induce the employee to accept another similar employment with another, competing company; thus, the user is not allowed to recruit the employee or actively contribute to his/her recruitment. In the event of a breach of the aforementioned arrangements, the user will owe an indemnity of 1.700 EUR.

During a period of 6 months following the termination of the agreement, the user is not allowed to retain the employee who provided services via the above mentioned company as a household help. In the event of a breach of this arrangement, the user will owe an indemnity of 30 EUR per service that is not provided via the above mentioned company.

***article 19. Transfer of rights by the service voucher company.***

The service voucher company reserves the right to transfer its rights arising from this agreement to another certified service voucher company, in which case the user will be informed and will also be provided with all necessary and useful information in a timely manner.

***article 20. Previous agreements.***

This agreement replaces any previous agreements between the parties from its entry into force, pursuant to the provision of article 10 referred to above.

***article 21. Validity and enforceability of the provisions of this agreement.***

The invalidity or unenforceability of one or several provisions of this agreement will in no way affect the validity and enforceability of the remaining provisions of this agreement.

***article 22. Governing Law and Competent Courts.***

All provisions of this agreement are governed by Belgian law.

In the event of a dispute regarding this agreement, the courts of the registered office of the service voucher company shall have exclusive jurisdiction.