



TITRES-SERVICES CONVENTION (page 1 of 4)

Between the **company TM Titres-Services sprl**, whose headquarters is on

Rue Jules Cockx 8-10 in 1160 Auderghem

Phone. : 02/660.29.19 • fax : 02/660.34.19 mail : info@tmts.be

Authorisation : 02676 • Company n. : 0890963608

on the one hand

And the user :

Surname

Name

Street N. Box n.

Postcode Town :

National number: Mobile phone number:

Phone number: E-mail:

Bank account number (in case of an eventual refund):

I use: Printed vouchers Electronic vouchers (tick as appropriate)

Your user number:

on the other hand.

What follows is established and agreed to:

Article 1

1. The company TM Titres-Services commits to provide home help in the form of household cleaning activities encompassing: housework, home items ironing, minor sewing tasks, daily home errands, meal preparation and home windows maintenance. Looking after children and pets, painting and gardening are not allowed.
2. The time of service is to be defined between TM Titres-Services and the user. The time is set (hour, day and frequency) and set within the limits established by legal work regulations. Any change of time or number of hours to be serviced is to be negotiated with the company TM Titres-Services only.



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Number of hours to be serviced and number of 'titres-services' to be emitted each week/every fortnight:

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3. The user gives the cleaning aid a printed 'titre-service' dated and signed for each serviced hour on the day the service is provided. In its electronic version, the user must confirm services in his/her personal space on the internet (confirm/contest section), no later than 3 days following the service.
4. No service will be performed on bank holidays; servicing hours may be postponed as the user thinks fit and according to the cleaning aid's availability.
5. In case the cleaning aid is unexpectedly held up, TM Titres-Services will contact the user to inform him/her and offer a replacement according to the service availability and with the user's consent.
6. The user commits to inform TM Titres-Services in case of absence, particularly when going away on holiday, at least a fortnight in advance. Should the cleaning aid not be able to perform the service in the user's home due to the user's absence or the latter's non-respect of the access conditions as stated in the contract, the user will be held responsible and will have to pay a compensation calculated on the production cost of the daily rate and the number of service hours not having been performed, except in case of force majeure.

Article 2 : liability and insurance

1. The cleaning aid is under the authority of TM Titres-Services. Should the user have a complaint, he/she should contact TM Titres-Services, asking to speak to the "person in charge of quality".
The user must inform the "person in charge of quality" of any cleaning aid's absence, whether justified or not, as soon as this occurs
2. He/She also has public liability insurance against any damage caused at the user's home, in the terms and conditions stated by the insurance company. The insurance company will assess the cleaning aid's responsibility in case of damage.
Reporting some damage or an accident must be done in writing within 48 hours to TM Titres-Services.
Should the case of damage be accepted, compensation will be given upon presenting the purchase or repair receipt of the deteriorated good/product, heeding its dilapidation. TM Titres-Services cannot be held responsible for any criminal or civil offence perpetrated by the cleaning aid

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Article 3 : terms and conditions of execution

1. The user commits to :
 - Not demand any tasks that are hazardous, too heavy, unfit or breaching basic hygiene rules from the cleaning aid;
 - Inform in advance if there are any pets in his/her home;
 - See to it that all tools made available are fully operational and destined to home cleaning and that all detergents are labelled and in sufficient quantities;
 - Inform TM Titres-Services in case of contagious illness so as to avoid propagating it;
 - Not ask the cleaning aid to perform any other activity than those legally planned (article 1 of the 12/12/2001 royal decree concerning 'titres-services' – source: 22 December 2001 Moniteur belge); More information? For Wallonia and Brussels: www.titresservices2016.be and for Flanders: www.dienstencheques2016.be; <http://www.werk.be/online-diensten/dienstencheques>; or on the website of TM Titres-Services: <http://www.tmts.be>;
 - See to it that work occurs in decent health and safety conditions for the cleaning aid;
 - Pay the fixed sum set by the applicable regulation for all trips made upon the user's request for his/her personal errands;
 - Agree for a TM Titres-Services quality and customers satisfaction officer to come round to the place where the service is being executed (with prior definition of set time) in order to check the quality of the service and that the conditions of this contract are being respected.

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Article 4 : end of the convention

1. Each contractor may put an end to this convention at any time, provided he/she does so with a two weeks' notice and in writing by registered letter or by e-mail to contact@tmts.be. If the user does not wish for the notice to be serviced, he/she must pay a compensation corresponding to two weeks, calculated on the hourly production cost, to TM Titres-Services. By production cost, we particularly mean the 'titres-services' purchase cost as well as the regional intervention. In case the user cancels his/her contract, he/she commits to pay up pending titres-services vouchers before the end of his/her contract. Failing to do so will generate a payable € 250 added to the value of the pending titres-services vouchers without prejudice of article 4.3.
2. Should the user not respect this convention, particularly if he/she does not provide the 'titres-services' within the month the service is performed, it is TM Titres-Services's right to put an end to it without notice or compensation whereas the user will have to pay a compensation representing four weeks, calculated on the hourly production cost.
3. Should payment fail to be made in due time, the user will ipso jure and without prior formal notice have to pay conventional interests on a 12% yearly rate, each calendar month having started being enforceable in its entirety, as well as an intransigent fixed conventional compensation of 15% with a minimum of 125 Euros.
4. Should this convention break for any reason, the user commits to not work directly or indirectly with the cleaning aid appointed to work for him/her, for a period of 12 months starting from the date of rupture of the convention. Failing to observe this commitment implies that the user pays 1000 Euros without prejudice for TM Titres-Services to claim for compensation of the actual damage.
5. The convention linking the user to TM Titres-Services ipso jure ends in case 'titres-services' are no longer emitted.
6. The validity, execution and interpretation of this convention are exclusively regulated by domestic Belgian law.
7. In the event of a dispute linked with the enforcement of this convention, both contractors commit to do their utmost to find an amicable solution.
8. Any dispute is exclusively submitted to the competence of the Brussels Court of Justice (Auderghem Justice de Paix).

Two copies made in on

TM Titres-Services
Signature

The user,
Signature + « Read and approved »