

TITRES-SERVICES CONVENTION DNIX

Between the user:				
Name:				
Last Name:				
National Number:				
Sodexo Number:				
I use: Paper checks Electronic checks				
Street:number:number:				
ZipCode:City:				
Tel:gsm:gsm:				
e-mail:				
Birthdate day/ Month				
And between the company				
DNIX bv, Authorisation nr 05348 – Company n BE 0840.190.046				

What follows is established and agreed to: Article 1 –

DNIX BV: Headquarters: Potaardestraat 2, 1950 Kraainem

GSM: 0475208622 ● Email: <u>info@dnix.be</u> (Denis)

- **1.** The company Dnix 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 and painting and gardening are not allowed.
- **2.** The time of the service is to be agreed on between DNIX and the user. It is a set (times, days, frequency) and within the limits stated by work regulations. Any change is to be negotiated with the company DNIX only.

Number of hours to be done and on which day of the week/fortnight:

- **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 30 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, DNIX will contact the user to inform him/her and offers a replacement according to the service availability and with the user's consent.
- **6.** The user commits to inform DNIX in case of absence, particularly when going away on holiday, at least a 9 days 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 DNIX. Should the user have a complaint, he/she must contact the company DNIX and ask to speak with the «Customer Quality Officer».

The user must inform the «Customer Quality Officer» of any cleaning aid's absence, be it justified or not, as soon as it occurs.

2. The cleaning aid is insured by DNIX against all accidents on the workplace and en route to work.

He/She is 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 DNIX Titres-Services.

Any declaration of a damage or an accident must be made in writing within 48 hours to the company DNIX. If the damage is accepted, repairs will only be refunded upon providing

an invoice or a receipt for the damaged good, the dilapidation of which will be taken into account. The company DNIX is not legally and civilly liable for the cleaning aid's offences.

Article 2 – 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 DNIX 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 on 'titres-services' (article 1 of the 12/12/2001 royal decree concerning 'titres-services' source : 22 December 2001 Moniteur belge) ; that list is also accessible on the ONEM website : http://www.onem.be in the 'employment' section.
- 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 DNIX 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.

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 one week notice and does so in writing (fax, letter or e-mail). 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 DNIX. By production cost, we particularly mean the 'titresservices' purchase cost as well as federal intervention.
- **2.** Should the user not respect this convention, particularly if he/she does not provide the 'titresservices' within the month the service is performed, it is DNIX'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.

- **5.** The convention linking the user to DNIX 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 and particularly by the 20 July 2001 law aiming at developing local services and employment and by the 12 December 2001 royal decree on 'titres-services'.
- **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	
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The user,		
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Dnix BV - Manager

Signature + " Read and approved "