

Terms and Conditions

PLUX Consulting - European Affairs & Communications

Article 1 - Application

These general conditions apply to all services provided by PLUX CONSULTING. They are deemed to be accepted by the CLIENT, even if they contradict the CLIENT's own general conditions. PLUX CONSULTING formally declines the application of any clauses appearing on any of the CLIENT's documents, those of PLUX CONSULTING, whether general or specific, always prevail. The acceptance of conditions can only be the result of a written agreement signed by PLUX CONSULTING.

PLUX CONSULTING reserves the right to modify these general conditions. The new modified general conditions will apply to orders accepted by PLUX CONSULTING after the date of modification.

Article 2 - Conclusion of the contract

All services are preceded by an offer sent to the CLIENT, which is valid for one month, unless otherwise stipulated. The contract is deemed to have been concluded on receipt by PLUX CONSULTING, before the expiry of the period of validity of the offer, of the CUSTOMER's firm and final written acceptance (letter, e-mail) of PLUX CONSULTING's offer.

Any modification to the contract will be made in writing and signed by the parties. The silence observed by the CLIENT on receipt of the written document is deemed to be acceptance on its part of any modification as soon as PLUX CONSULTING implements the work resulting from any modification and the CLIENT does not object to it.

Article 3 - Services

The services offered by PLUX CONSULTING are included in the offer sent to the CLIENT. PLUX CONSULTING reserves the right to make additional charges. This applies in particular to purchases and creations not expressly provided for in the offer or the contract, additional work which, in deviation from the set programme or in the event of incomplete or inaccurate information given by the CLIENT, would become necessary on the basis of the observations made during the execution of the services.

Article 4 - Execution of the contract

4.1. Location: Unless otherwise agreed, services are in principle provided at PLUX CONSULTING's head office. In the event of services being provided at the CLIENT's premises, PLUX CONSULTING's hourly rate runs from the time of departure from PLUX CONSULTING's registered office until the time of return to this office. Travel expenses may be charged.

4.2. Deadlines: Unless otherwise agreed in writing, the execution deadlines are given for information purposes only and are therefore not binding. Non-compliance with the deadlines shall not justify the cancellation of the order, the rejection of the services, the application of a delay penalty or the claim for any compensation. In the event that PLUX CONSULTING exceeds a deadline for execution or delivery, expressly set by the parties and notwithstanding the present general conditions, the CLIENT may claim damages after having given PLUX CONSULTING prior notice by registered letter with acknowledgement of receipt to deliver the goods or execute the services within a reasonable period of time from the date of receipt of this notice.

In any event, PLUX CONSULTING will be released from the delivery and performance deadline: a) in the event of modification of the order by the CLIENT after acceptance of the order by PLUX CONSULTING, b) in the event of failure to receive the information requested by the CLIENT within the requested timeframe, c) in the event of force majeure, supply difficulties, d) in the event of failure by the CLIENT to comply with the terms of payment by PLUX CONSULTING.

Article 5 - Project design and development

As a general rule, the CLIENT and PLUX CONSULTING will jointly define the content and structure of the project entrusted to PLUX CONSULTING.

Article 6 - The CLIENT's obligations

To enable PLUX CONSULTING to carry out its mission, the CLIENT is bound by the following obligations, depending on the nature of the said services:

- The specific nature of the services provided by PLUX CONSULTING (in particular the design, organisation and running of events) requires the CLIENT to be involved in the preparation of these services.
- The CLIENT undertakes to inform PLUX CONSULTING in writing of any changes in its company, in particular changes of address, contact person, etc. Failing this, PLUX CONSULTING will not be held responsible for any harmful consequences that may result from this lack of information.
- The CLIENT is obliged to provide the documents requested by PLUX CONSULTING and to verify its copyright, reproduction rights and property rights on all elements communicated to PLUX CONSULTING for the accomplishment of its mission.

Article 7 - Confidentiality

PLUX CONSULTING and the CLIENT undertake to keep confidential all information and documents concerning the other party, of any nature whatsoever, economic, technical, etc., to which they may have had access during the performance of the contract.

Both parties shall take all necessary measures with regard to their personnel to ensure, under their responsibility, the secrecy and confidentiality of all documents and said information.

The clauses of the contract and its appendices, between PLUX CONSULTING and the CLIENT, are deemed to be confidential and, as such, may not be published or communicated to unauthorised third parties.

Article 8 - Intellectual property

8.1. Designs: Designs produced by PLUX CONSULTING specifically for the CLIENT in execution of this agreement will become the property of the CLIENT as and when they are produced.

8.2. Know-how: PLUX CONSULTING remains the owner of the know-how developed or used during the execution of the present agreement and is free to use it for any other purpose, in particular for the realisation of other projects.

8.3. Guarantee: PLUX CONSULTING guarantees the CLIENT against any possible claim from a third party claiming to have an intellectual right on all or part of the creations made by PLUX CONSULTING, except if the claim relates to an element or data supplied by the CLIENT to PLUX CONSULTING with a view to carrying out the project.

Article 9 - Responsibilities

9.1. Any complaint relating to a failure to perform the contract must be sent by registered letter with acknowledgement of receipt to PLUX CONSULTING's head office within 30 calendar days following the end of the contractual services in dispute, giving a precise and detailed description of the complaints. After this period, PLUX CONSULTING's services will be deemed to have been accepted definitively and without reservation.

9.2. In all cases where the CLIENT claims to have suffered damage and intends to hold PLUX CONSULTING responsible for this, it must imperatively implement all the means necessary to limit and reduce this damage.

9.3. In the event of PLUX CONSULTING's liability being recognised or established, this liability is strictly limited to the payment of damages which may not exceed the total price of the contract.

9.4. PLUX CONSULTING cannot under any circumstances be held liable for loss of profit, commercial loss, loss of data or loss of earnings or any other indirect or unforeseeable damage.

Article 10 - Retention of title clause

PLUX CONSULTING retains ownership of the work, creations and projects delivered until full payment of the price, including costs, interest and contractual indemnities. The risks are borne by the CLIENT, even in the event of unforeseen circumstances or force majeure. Advance payments may be retained to cover any losses.

Consequently, the CLIENT is expressly forbidden to sell, transfer, pledge or generally dispose of the goods that are the subject of the contract before the account is settled.

Article 11 - Terms of payment

11.1. Invoices are payable in Euros in full and without discount within 15 calendar days of the date of the invoice, unless otherwise expressly agreed by PLUX CONSULTING.

11.2. For projects lasting more than one month, PLUX CONSULTING may issue monthly invoices depending on the progress of the project. PLUX CONSULTING reserves the right to request an advance payment of 30% of the total project budget.

11.3. The services referred to in Article 3 above are remunerated at the price indicated in the offer or in the agreement, plus the applicable VAT. PLUX CONSULTING reserves the right to pass on to the CLIENT any changes in the price of services (used or implemented by PLUX CONSULTING for the provision of its services) imposed by its suppliers, operators and/or subcontractors.

11.4. In the absence of a written protest addressed to PLUX CONSULTING within 10 calendar days of the date of the invoice, the content of PLUX CONSULTING's invoices is considered to be accepted unconditionally and in its entirety.

11.5. In the event of a change in the state or situation of the CLIENT, in particular due to death, incapacity, bankruptcy, liquidation, judicial reorganisation, voluntary liquidation, dissolution or transformation of a company, or protest, even of a bill of exchange not accepted, or indications of a decrease in the CLIENT's solvency, PLUX CONSULTING reserves the right to demand advance payment or security for outstanding deliveries, failing which PLUX CONSULTING has the right to terminate the contract with immediate effect, without being held responsible for any damage that may result from this.

11.6. Any invoice not paid on the due date will automatically and without prior notice bear interest at the rate of 10% per annum and will also automatically be increased by a fixed compensation of 10% as a penalty clause with a minimum of €50.

11.7. Failure to pay an invoice authorises PLUX CONSULTING to suspend all its services and to resume them only after full payment of the services due and payable or if a satisfactory guarantee of payment is provided.

Article 12 - Cancellation clause

If the CLIENT fails to comply with its contractual obligations, PLUX CONSULTING will notify the CLIENT by registered letter of the breaches observed. If the CLIENT fails to put an end to its failures within 15 days from the date of sending the registered letter, the contract between PLUX CONSULTING and the CLIENT will be automatically terminated by the sole fact of PLUX CONSULTING notifying the CLIENT by registered letter. The CLIENT will be liable, ipso jure and without further notice, to pay a fixed indemnity equal to 30% of the amount of the contract excluding tax (or of the balance), by way of loss of profit, without prejudice to PLUX CONSULTING's right to claim compensation for its actual loss.

Article 13 - Force majeure

In the event of force majeure making the performance of the contract totally or partially impossible, the party that is the victim of such force majeure is relieved of all responsibility. It may reduce its commitments, break the agreement, cancel or suspend its performance, without being required to pay any compensation.

By way of example and without being exhaustive, the following shall be considered by the parties as cases of force majeure: epidemic, pandemic, danger of war, civil war, strike, lockout, fire, flood, interruption of means of transport, difficulty in supplying energy, restriction or provision imposed by the authorities, and in general, any cause resulting in total or partial unemployment.

Article 14 - Applicable law and jurisdiction

The contractual relationship is governed by the principles and provisions of Belgian law. Any dispute relating to their application or interpretation will fall under the exclusive jurisdiction of the courts of the judicial district of PLUX CONSULTING's registered office.

Article 15 - Protection of privacy

Personal data relating to the CLIENT are stored in the databases of PLUX CONSULTING, which is responsible for processing them. The CLIENT agrees that his data may be recorded and processed by PLUX CONSULTING, for administration, commercial or marketing purposes, as well as for the execution of the contract, the carrying out of market research or information or promotional operations on its services. The CLIENT has the right to object free of charge to the processing of his data for commercial prospecting or direct marketing purposes by sending an e-mail to: admin@pluxconsulting.eu. The CLIENT has the right to ask to consult the data concerning him/her and to obtain rectification of inaccurate data. To this end, the CLIENT should send an e-mail to: admin@pluxconsulting.eu.

Article 16 - Severability clause

The invalidity or illegality of one of the clauses provided for in the contracts (specific and general conditions) agreed between the parties shall in no way entail the invalidity or nullity of the other conditions of the contract concluded between the parties, which clauses shall remain fully valid.

Article 16 - Translation

These terms and conditions are translated from French. In case of doubt, the original French version shall prevail.

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