

General terms and conditions – Easy Life Dienstencheques

These general terms and conditions are applicable from the first service provided by Easy Life Dienstencheques to the user.

Art. 0 | Definitions

Easy Life Dienstencheques: All existing and any future companies associated with the Iziko group and related to service cheque activities. The companies associated with the name Easy Life Dienstencheques include:

- Iziko BV (0713.566.840), registered at 2160 Wommelgem, Draaiboomstraat 6 box 10;
- Dilito BV (0429.212.330), registered at 9100 Sint-Niklaas, Mercatorstraat 36;
- Sivac BV (0406.212.739), registered at 8670 Oostduinkerke, Leopold II Laan 24.
- This list is not exhaustive and may change as a result of mergers, acquisitions and other changes related to the corporate structure.

Service company: The company or organisation authorised to provide services to individuals in the context of "domestic help at home".

User: The private individual who makes use of the service company.

Contractor: The person who has concluded a service cheque employment contract with a recognised company.

Domestic help at home: Services for individuals consisting of activities carried out in the residence of the individual: cleaning the house and windows, washing and ironing, minor occasional sewing work, preparing meals.

Art. 1 | General provisions

1.1 This agreement is concluded within the framework of the use of service cheques as a means of payment by the user in the context of the provision of domestic help at home by Easy Life Dienstencheques in accordance with the Act of 20 July 2001 for the promotion of neighborhood services and jobs, and the Royal Decree of 12 December 2001 concerning service cheques.

1.2 If the contract relates to electronic service cheques, the user acknowledges that he/she is responsible for ordering, managing, confirming and paying for them at the issuing company that manages the cheques on behalf of the government (Sodexo). The user declares that they have taken note of the Sodexo terms of use when signing the agreement.

1.3 The user undertakes to immediately notify the service company if their personal contact details, as described above, have changed. In the absence of this notification, the user runs the risk of not receiving correspondence.

1.4 The user and the contractor expressly declare that they are not related by blood or marriage up to the second degree, and that they do not share the same place of residence.

1.5 The invalidity, inapplicability or illegality of one of the provisions in the agreement shall in no way result in the invalidity or nullity of the other contractual provisions.

Art. 2 | Commission

2.1 The user hereby commissions the service company to provide domestic help, as described above in the definitions, in the private home of the client:

2.2 The user undertakes to never and under no circumstances have the contractor perform activities other than domestic help. The following activities are prohibited (the list is not exhaustive):

- childcare;
- care of animals and maintenance of their housing;
- maintenance of all spaces that are not part of the client's private home proper (outdoor storage spaces, garden sheds, dog houses, communal corridors, stairs or lifts in apartment buildings, professional areas, practice areas);
- maintenance of windows that are fixed in place or that do not open inwards from the first floor;
- maintenance of cars, motorcycles, mopeds and bicycles;
- maintenance of extremely expensive items such as valuable and expensive paintings, vases, art objects, ...

2.3 Any damage resulting from a breach of the above provisions (2.1 and 2.2) can be recovered from the user by the service company.

Art. 3 | Payment

3.1 Payments are made by means of service cheques - one per hour worked. Payment must be made after each cleaning service.

3.2 The user undertakes to provide signed, dated and non-expired service cheques for each hour worked. To pay for work lasting less than an hour, these cheques must be grouped by the user into one full working hour.

3.3 A service cheque can only be used to pay for time worked. Other costs (transport, material, civil liability insurance, ...) cannot be paid with service cheques.

3.4 The method of provision differs depending on whether the user uses paper or electronic service cheques.

- If the user uses electronic service cheques, these cheques must be purchased from Sodexo, the issuing company that manages the service cheques on behalf of the government. The contractor keeps a record of the work performed on the day itself on a phone.
- In the case of paper service cheques, the user shall provide the service cheques - equal to the number of hours worked - to the contractor after each service rendered. If the user is not present in the home when the contractor is present, the service cheques shall be placed in a location agreed with the contractor. In any case, the user shall remain responsible for providing payment by means of valid and unexpired cheques (even if the user is not at home at the time of payment).

3.5 The user declares to be in possession of a number of unexpired cheques equal to the number of hours to be worked. The validity of the cheques depends on the region in which the user resides. Service cheques are valid for one year in Flanders, eight months in Brussels and six months in Wallonia. Expired cheques are invalid and new cheques must be submitted within 14 days of the effective date of the work.

3.6 The user undertakes to order sufficient cheques in a timely manner before they run out, so that they always have cheques to pay for services rendered. This applies to both paper service cheques and electronic cheques in the user's electronic wallet.

3.7 The service cheques owed must be in the possession of the service company no later than 14 days after the work has been done.

Terms of use Sodexo Brussel: <https://www.dienstencheques.brussels/gebruiksvoorwaarden>

Terms of use Sodexo Vlaanderen:

<https://dienstencheques.vlaanderen.be/gebruiksvoorwaarden>

Terms of use Sodexo Wallonië:

<https://titres-services.wallonie.be/conditions-generales>

If the user does not comply with this, the user shall receive a written reminder from the service company. If no payment is made after a written reminder, Easy Life Dienstencheques reserves the right to charge a fee equal to the hours worked multiplied by the trade-in value of a service cheque at Sodexo.

In the event of non-payment, the service company has the right to immediately suspend the agreement, without prejudice to the right to demand the dissolution of the agreement and compensation for the damage suffered.

3.8 The user undertakes to pay an additional administration fee (2024 = 98.00 EUR) per year. This fee is invoiced once every 12 months, from the month in which the provision of services commenced after completion of the 4th cleaning appointment. If a user cancels the agreement with Easy Life Dienstencheques, there is no pro rata refund of the administration fee for the remaining months.

The administration fee is charged by 1 of the affiliated companies of Iziko BV (registered office at 2160 Wommelgem, Draaiboomstraat 6 box 10, with company number 0713.566.840) on the basis of an invoice. The payment term for the administration fee is 14 days after the invoice has been sent. Payment of the administration fee must be made by bank transfer or by direct debit.

If the user has any objections about the invoice, they must inform Easy Life Dienstencheques within the same period of 30 days. Such objections must be sent in writing (by email or by regular mail) to the address of the office to which the user is connected.

If the user does not meet their payment obligation, the user shall receive a written reminder. If no payment is made after the written reminder, Easy Life Dienstencheques may immediately suspend its services in accordance with Article 14.

Easy Life Dienstencheques reserves the right to unilaterally increase the above-mentioned additional administration fee and/or unilaterally change the method and modalities of invoicing. The user shall be informed of this in advance and in that case have a reasonable period of time to terminate the agreement free of charge before the new price takes effect.

4.1 The user is responsible for supplying the necessary materials and products that the contractor needs for the performance of their domestic tasks. The user guarantees the good condition and functioning of the tools and materials made available by the user and shall discuss the possible dangers associated with them with the contractor before the start of the activities. The customer regularly provides new long, chemical-resistant gloves for the domestic help. The user cannot oblige the contractor to make or use solvents or unlabelled products. The contractor is not allowed

to use products with the following hazard symbols: GHS01 (explosive), GHS02 (flammable), GHS03 (fire-promoting), GHS06 (toxic) and GHS08 (harmful to health).



4.2 The contractor shall advise the client with regard to the materials and products that the contractor deems necessary for the performance of their task, taking into account the efficiency, cost price and the environment.

Art. 5 | Health and safety

5.1 Safety: The user undertakes to ensure that the contractor always works in safe conditions. All unsafe situations are reported to Easy Life Dienstencheques by the contractor (e.g. loose socket, plug with exposed wiring...). In unsafe situations, the contractor must leave the workplace immediately. In that case, no compensation shall be owed by Easy Life Dienstencheques.

The user hereby expressly declares to take all possible measures to guarantee the safety of the contractor. More specifically:

- the user shall provide a first-aid kit, containing disinfectant and plasters, to the contractor.
- the user must always provide a safe and compliant electrical installation and take the necessary measures to ensure that the contractor cannot come into contact with damaged electrical cables or devices;
- the user must ensure that the appliances (iron, stove, vacuum cleaner, step ladder) and the products made available to the contractor cannot cause accidents or health problems;
- the user must ensure that the contractor does not have to come into contact with pets. Under no circumstances shall the contractor have control over the pets or act as the actual supervisor of the pets. The contractor can never be held responsible for damage caused by pets. Also, the household help can never be held responsible if the pet escapes when the pet was not placed in a separate room and the household help had to leave the room. The housekeeper can never be held responsible for damage caused by pets;
- the client protects the domestic worker from psychosocial risks such as bullying, discriminatory, humiliating and intimidating behaviour, sexual harassment, verbal or physical aggression, etc.;
- the user must ensure that the contractor does not work in a high place; in exceptional cases, the contractor can work up to the third step of a stepladder with a safety bar, whereby the contractor stands with both feet on the stepladder and holds the safety bar with one hand;
- the client shall not smoke inside during the presence of the housekeeper. If the client smokes inside before the arrival of the housekeeper, the client will ventilate the house before the start of cleaning.

The user must immediately notify Easy Life Dienstencheques if the contractor has an accident while carrying out their activities.

In the event of a breach of this provision, the agreement may be suspended or terminated in accordance with Article 8 of this agreement.

5.2 Hygiene: The user undertakes to ensure that the contractor can work in hygienic conditions. Before the work starts, the user must enable the contractor to conduct a general inspection to determine that the hygiene conditions are up to par.

The user undertakes to allow the contractor to use sanitary installations. At the request of Easy Life Dienstencheques, the user shall provide information that is necessary to safeguard a healthy and hygienic working environment for the contractor. This information may relate to the presence or absence of pets in the home, etc.

The user undertakes to ensure that the contractor under no circumstances is forced to carry out dangerous, unhealthy or inappropriate tasks, such as cleaning outside in rain, snow and cold weather or when temperatures are too high... Cellars, attics and work in high places can pose a risk.

A comprehensive list of authorised and unauthorised tasks for our domestic helpers can be found at: <https://www.easylife-dc.be/nl/toegestane-en-niet-toegestane-taken>

The user must notify Easy Life Dienstencheques when highly contagious diseases are present in areas where there is a risk of contamination for the contractor, such as flu, rubella, chickenpox, glandular fever, meningitis, jaundice,... In this way, the necessary protective measures can be taken. Sickness of the client is not a valid reason to cancel the appointment, the scheduled service can still continue provided precautions are taken and payment for the scheduled hours is consequently still required.

Art. 6 | Welfare at work

As an employer, Easy Life Dienstencheques is responsible within the framework of the service cheque regulations for compliance with the provisions of the Act of 4 August 1996 concerning the welfare of workers during the performance of their work and its implementing decrees, as well as with the provisions of the Royal Decree of 10 April 2014 on protection against violence, bullying or sexual harassment at work. For more information on the welfare law, please refer to the website of the Federal Public Service for Employment, Labour and Social Dialogue : <https://werk.belgie.be/nl/themas/welzijn-op-het-werk>.

Art. 7 | Non-discrimination

Easy Life Dienstencheques offers the user a quality service that guarantees respect for human dignity, privacy, ideological, philosophical or religious convictions, that guarantees the right to complain, the information provided to and participation of the user, and that takes into account the social life of the contractor. No distinction is made with regard to users on the basis of gender, ethnic origin, disability, sexual orientation, philosophical or religious belief and age when offering the services and making them accessible. The user may not discriminate against the contractor on the basis of gender, ethnic origin, disability, sexual orientation, philosophical or religious belief and age. In the event of non-compliance with this provision, the domestic help shall be discontinued. (Act of 25 February 2003 on tackling discrimination and amending the Act of 15 February 1993 establishing a centre for equality of opportunity and for tackling racism).

Art. 8 | General agreements

Smoking: both the user and the contractor undertake not to smoke in the areas in which the contractor works if this disturbs either the user or the contractor.

Rest periods: there is a rest period of 10 minutes (paid) per 4 hours; for assignments of more than 4 hours, the contractor has the option of taking an extra (unpaid) break with a maximum duration of 1 hour.

Minimum temperature: the legal minimum temperature for work in closed and continuously inhabited rooms is at least 16°C. Consequently, this is the minimum temperature in order for the domestic worker to safely perform the work.

Art. 9 | Leave or absence of the user

9.1 Unexpected adjustments to the work schedule and any vacation periods must be reported to Easy Life Dienstencheques in writing at least 14 days in advance. If the user does not want domestic help for several consecutive weeks, they must inform the contact person of their Easy Life Dienstencheques office at least 14 days in advance.

9.2 If the contractor is unable to perform the expected tasks due to negligence on the part of the

user (e.g. not providing access to the home) or if cancellation is not made in time, Easy Life Dienstencheques reserves the right to charge a fee equal to the worked hours multiplied by the trade-in value of a service cheque at Sodexo.

Art. 10 | Leave or absence of the user

10.1 Easy Life Dienstencheques shall inform the user of any changes to the work schedule as soon as possible. In the event of the contractor's absence, the contractor shall be replaced if possible and as soon as possible. In the event of replacement, changes may occur in working hours and/or dates without the user being entitled to claim compensation for such changes. Easy Life Dienstencheques shall notify the user as soon as possible if any changes occur.

10.2 If the contractor is prevented from working due to unforeseen circumstances or force majeure, no compensation can be claimed by the user.

10.3 The user undertakes to inform Easy Life Dienstencheques immediately on the date of the scheduled work if the contractor does not show up or leaves work early. As a result, Easy Life Service Vouchers shall not be liable for unjustified reminders if the customer fails to notify that the performance did not take place.

10.4 The user shall be notified by Easy Life Dienstencheques at least two weeks in advance of any leave taken by the contractor. At the request of the user and insofar as the circumstances allow this, the service company can provide a temporary replacement.

Art. 11 | Complaints

Customer has the right to dispute performance. This must be notified in writing to Customer's Easy Life office within 5 working days from the date of performance. In the absence of an explicit objection within this period, the performance shall be considered as having been performed and Customer shall declare himself/herself in agreement with the performance noted.

If the customer works with electronic service vouchers, the customer will receive an e-mail from the issuer of the service vouchers (Sodexo) confirming that the service rendered will be automatically validated after 5 days. Without a dispute, it will be automatically validated and the service checks will be deducted from the customer's electronic wallet. The customer will receive another message about this.

Art. 12 | Insurance policies

12.1 Within the framework of occupational accident insurance, Easy Life Dienstencheques guarantees the legally owed compensation in the event that the contractor of the service company is the victim of an accident at work or an accident on the way to and from work.

12.2 Easy Life Dienstencheques is insured for material damage caused to the user's belongings. Every claim must be reported by the user to Easy Life Dienstencheques within 7 weekdays after the incident. The damage must be reported by registered letter or by using the online form at

<http://schade.easylifedc.be>. Easy Life Dienstencheques does not accept claims that are not submitted in a timely manner.

The exemption from the civil liability policy is 10% of the value of the damage per claim (with a minimum of €375). The damage attributable to the same event is regarded as one and the same claim. The exemption of €375 is borne by the user. If the cost of the damage is less than the amount of the exemption, Easy Life Dienstencheques shall not proceed with reimbursement unless the damage was caused by intent or gross negligence on the part of the contractor of the service company. The reimbursement shall only be made after an investigation of the circumstances and confirmation of the coverage of Easy Life Dienstencheques by the insurance company.

Exceptionally valuable items should be kept out of reach by the user. Easy Life Dienstencheques and the contractor do not accept any requests for the cleaning or maintenance of these items within the framework of the service cheques, nor are they insured for this. Frequent repetitions of damage with the same origin due to failure to take precautions or use materials that must be treated with special techniques or special methods do not fall under the responsibility of Easy Life Dienstencheques.

Any damage caused by the error or negligence of a contractor of the service company does not release the user from their obligation to pay for the services rendered.

12.3 There is no insurance for theft. The service company cannot be held liable for any theft committed by employees. The user shall keep all valuable items such as jewellery, money, bank cards and other materials secure at all times. In the event of theft by the contractor, the user must immediately report the theft to the police in order to have a report drawn up and must immediately inform Easy Life Dienstencheques.

[Art. 13 | Liability for house keys](#)

If the user wishes the contractor to have the house key or door code, the user must give written permission (your Easy Life office will keep a copy) and shall also accept all liability for loss. This can be done through the key certificate found at your local office. Easy Life Dienstencheques shall not be held liable in the event of theft or intentional damage. In the case of tacit consent, this possession is referred to as custody. The obligation to return the key/code shall be in accordance with the common law rules.

[Art. 14 | Duration and termination of the agreement](#)

14.1 This agreement is valid for an indefinite period from the signing of this contract.

14.2 Easy Life Dienstencheques has the right to suspend its part of the obligations included in the agreement in the following cases.

- If the user fails to pay their service cheques on time, Easy Life Dienstencheques has the right to suspend the execution of the agreement until the user has fulfilled their payment obligation.
- If unsanitary or unsafe conditions persist in the user's home, Easy Life Dienstencheques has the right to suspend the execution of the agreement until the problem has been resolved.
- If the fixed administrative cost is not paid on time.

14.3 The agreement can be terminated by both parties by completion of the cancellation form (<https://klantenzone.easylife-dc.be/forms/feedback/>) and if the notice period starting on the date of dispatch is respected. The first month of entry into force of this agreement is a trial period: each of the parties can terminate the agreement with one week's notice. Afterwards, a notice period of one month applies. During the

notice period, the contractor must also perform their duties effectively at the user's home. This means that the user cannot be absent during the notice period.

14.4 Easy Life Dienstencheques has the right to terminate the agreement with the user without any notice period or cancellation fee in the event of breach of contract, clear non-payment of the service cheques or non-payment of the administration costs.

14.5 This agreement is automatically deemed to be terminated if one of the contracting parties fails to fulfil any of their contractual obligations and reports this by registered letter to the other party, or if the recognised company loses its accreditation or if service cheques are no longer issued by the government.

14.6 14.6 The customer is prohibited from retaining a household help who has provided services to him/her through Easy Life Service Vouchers as a household help through another company or directly for 6 months after termination of the contract. The compensation for this will be a fixed amount of €30 per service rendered that has not been done via Easy Life Service Cheques.

[Art. 15 | Changes to the agreement](#)

Easy Life Dienstencheques reserves the right to change the general terms and conditions at any time. Any unilateral changes shall be communicated to the user by email (or by post if no email address of the customer is known). The user has a period of 30 days to communicate their objection in writing. In the absence of any objections, the amended terms and conditions shall come into effect 30 days after notification.

[Art.16 | Tacit consent](#)

Any user who refuses to return the contract with their signature, but who does accept services from the contractors of Easy Life Dienstencheques, is deemed to have expressly and irrevocably accepted all the provisions of this contract.

[Art. 17 | Disputes](#)

Any disputes concerning this agreement shall be referred to the courts in the jurisdiction of the registered office of Easy Life Dienstencheques, i.e. the district of Antwerp.

The nullity or unenforceability of any provision of this agreement shall in no way affect the validity and enforceability of the remaining provisions of this agreement.

Art. 18 | Processing and protection of personal data

The data of all users are processed and stored as described in our privacy statement, which you can find at <https://easylife-dc.be/nl/privacy>.

Art. 19 | Cameras

In view of collective labour agreement no. 68 and the Camera Act of 21 March 2007 regarding the right of employees to have their privacy respected, the user is obliged to inform the service company in advance about the presence of cameras inside or outside their place of residence. Filming or monitoring the contractor outside of the strictly prescribed situations referred to in the applicable regulations is not allowed. The footage or information that might be recorded by camera surveillance are considered unusable and are an infringement of the privacy of the contractor. Hidden cameras in the user's home are in any case strictly prohibited.

Art. 20 | Cameras

The most recent version of our terms and conditions can always be found at <https://easylife-dc.be/nl>.

If you have any questions or comments, please contact our Easy Life customer service department at klantendienst@easylifedc.be.