

office			file					LP	NP

**Between**

**Group S – Secrétariat Social asbl / Group S – Sociaal Secretariaat vzw** [Group S – Social Secretariat], non-profit association, accredited employers' social secretariat (accreditation under n° 100 by Ministerial Decree of 07/03/1946), whose registered office is located at Avenue Fonsnylaan, 40 in 1060 Brussels, registered in the RPM [Register of Legal Persons] under number 0407 214 017, hereby represented by its Managing Director, referred to below as the "social secretariat"

<input type="checkbox"/>	<b>and LP : legal person</b>	
Name		
Legal status		Enterprise number
Head office	,	
Hereby represented by		Function
Address		
in accordance with the Articles of Association, as published in the Belgian Official Journal and found in attachment,		

<input type="checkbox"/>	<b>and NP : natural person</b>	
Name		
Address	/	
Birth date	Birth place	Nationality
National registration number		Civil status
Spouse's name		Matrimonial status
		if needed :

referred to below as the "affiliate", the following is agreed:

**DURATION OF THE AGREEMENT**

**Art 1. The affiliation takes effect on** ...../...../..... for a period of 3 full calendar years. After that time, affiliation will be tacitly renewed year after year (see general terms enclosed).

**MANAGEMENT CONTRIBUTIONS**

**Art 2.** The affiliate undertakes to pay the contributions and retainers set by the Board of Directors as per the provisions of the statutes.

These contributions are pegged to the consumer price index of ...../...../..... and can be reviewed at the beginning of each quarter, and for the first time on ...../...../....., using the following formula:  $A = B \times (C/D)$  where:

- A = contribution in force for the current quarter (Q)
- B = contribution in force for the previous quarter (Q-1)
- C = consumer price index on the last day of quarter Q-1
- D = consumer price index on the last day of quarter Q-2

At the time of the signature of this document, these contributions and retainers are as follows before VAT:

- a) a single contribution for the cost of compiling the file of € .....

- b) a fixed monthly contribution of € ..... This contribution can be readjusted annually in view of the number of workers employed by the affiliate.

- c) variable contributions for each pay period of:

1. workers covered by social security:  
€ ..... per worker, per month.
2. workers not covered by social security:  
€ ..... per worker, per month.

The required data will be communicated to the social secretariat:

- by post
- electronically

The contributions are determined on the basis of the total number of workers employed in the company, namely ....., and the periodicity as recorded in the workers register.

They may be readjusted in view of the evolution of these elements.

- d) A non-interest-bearing retainer equals to three months' management contributions of € 363,00 at the very least.

The affiliate declares having read the general conditions and accepts them unconditionally.

Done in ..... on ...../...../.....

For the social secretariat,

For the affiliate,

The General Terms and Conditions and "Works and tasks realised by Group S - Secretariat Social ASBL" (Appendix 2) are an integral part of this affiliation agreement.

This translation does not have *any official capacity* and is communicated for information purposes only. Only the social documents drawn up in compliance with the provisions relative to the use of languages in Belgium can have legal effect.

## OBJECT OF THE AGREEMENT

### *a) General*

**Art. 3** The affiliate subscribing to this affiliation agreement gives power of attorney authorising the social secretariat to fulfil in its name and on its behalf all obligations to the ONSS / RSZ [NSSO] and the Direct Contributions Administration as an agent recognised by the ONSS / RSZ [NSSO] and the Direct Tax Administration.

**Art. 4.1** Consequently, the affiliate appoints the social secretariat to carry out, in its name and on its behalf, and on the basis of the information it provides, the administrative formalities imposed under the Act of 27 June 1969 on the one hand pertaining to social security of workers and the corresponding implementing decrees and, on the other hand, by the Direct Tax Administration.

**Art. 4.2** Except when there is a written agreement between the social secretariat and the affiliate that is invoiced accordingly, the social secretariat does not file the DIMONA declaration required by the Royal Decree of 5 November 2002 instituting an immediate employment declaration in application of article 38 of the Act of 26 July 1996 on modernisation of social security and ensuring viability of the legal pension schemes.

**Art. 4.3** In the event of an agreement between the affiliate and the social secretariat (other than the agreement stated in previous article) stipulating that the social secretariat will automatically file the DIMONA declaration, the affiliate undertakes to provide the social secretariat with all the necessary data at least 48 hours prior to the effective entry into employment of the concerned worker(s). If this deadline is not met by the affiliate, the social secretariat cannot be held liable. Possible sanctions of other prejudices will not be held by the social secretariat.

**Art. 4.4** If the affiliate directly files the DIMONA declaration by using the website of the social secretariat, the social secretariat cannot be held responsible for any DIMONA declaration filed using this process less than 48 hours prior to the beginning of work performances of the concerned worker(s). Provisions of article 4.3 § 2 and § 3 also apply to this article.

**Art. 5** In the execution of the appointment conferred on it, the social secretariat cannot be held liable for errors or omissions due to mistaken or incomplete information that the affiliate transmits to it.

**Art. 6** The social secretariat cannot be held liable under any circumstances in the event that the affiliate fails to provide precise and/or additional information that may be required for the correct fulfilment of the social secretariat's obligations.

**Art. 7** The affiliate authorises the social secretariat acting as its agent to submit statements of hours worked, individual accounts and wage statements of its workers, subject to compliance with the terms of the law and/or regulations governing the confidential nature of this information, at any request of controllers and inspectors of ministries and organisations managing social security and the occupational accident sector. In all other cases, the social

secretariat shall maintain strict confidentiality of the data in its custody.

### *b) Obligations of the Affiliate*

**Art. 8** The affiliate undertakes with regard to the social secretariat:

- a) to transmit to it without delay an identity data sheet, filled in with any appendices, within 3 days of the entry into service of a worker and of any person assimilated to a worker by means of a subordinate relationship. In the event that certain data concerning the worker are not known to the affiliate at the time of entry into service, the affiliate undertakes to supply them within 5 days following receipt of a request by the social secretariat.
- b) to inform it in writing of any modifications that may occur in the household situation of the affiliate of its personnel that influence their social security and/or tax situation, and to immediately communicate the exact date of departure of a worker.
- c) to accurately communicate the vocational qualification as stipulated in the Joint Committee to which the worker corresponds and any modifications intervening in that vocational qualification.
- d) to send or bring to the social secretariat statements of hours worked by workers at the latest within two working days after the pay period in question.
- e) to communicate the identity of the persons authorised to consult and process information pertaining to the various categories of workers and to report any modifications in writing to the social secretariat.

It is understood that the affiliate will send the social secretariat accurate documents, correctly and legibly filled in, dated and signed by competent persons appointed as per item e).

In agreement with the social secretariat (see Art. 2 c) II.) The information in question in this article can be transmitted by electronic means corresponding to the description provided by the social secretariat or by other means approved in advance by the social secretariat. The client has full, exclusive responsibility for the accuracy of the computer files transmitted.

**Art. 9** Any persistent failure by the affiliate to comply with the terms of article 8 will be notified in writing and can be the object of an increase in the management contribution. This increase will be based on the reasoned and justified amount of additional work that this failure causes to the social secretariat's administrative and computer departments.

### *c) Use and Transmission of the Social Secretariat's Documents*

**Art. 10** The social secretariat will supply the affiliate free of charge with all printed documents and forms needed to produce the information required for the execution of the assignment. The affiliate undertakes to comply with the instructions appearing on these printed documents and forms.

**Art. 11** An affiliate who uses documents other than those provided by the social secretariat cannot complain of any error, unless the social secretariat has given prior, written acceptance of the use of those documents and their form and content.

**Art. 12** The affiliate undertakes to confirm in writing within 24 hours any modifications or any addition that it has reported by telephone or in person concerning the hours worked and/or the identifying data of the workers. Failing that, the social secretariat cannot be held liable for the reality of such modifications and/or additional information.

**Art. 13** The social secretariat's obligations are subordinate to the affiliate's obligation to provide the information or documents needed for the execution of its work in due time.

#### **d) Extension of the Appointment**

**Art. 14** With the regard to third parties (workers employed by the affiliate, official organisations, etc.) the social secretariat can act where applicable as the affiliate's agent to recover amounts unduly paid to those parties as a result of an error in the execution of the assignment entrusted to the social secretariat.

**Art. 15** To this purpose, the affiliate irrevocably appoints the social secretariat to undertake any conciliation procedure and to take all general measures to proceed to collect such unduly paid amounts. The affiliate undertakes to suspend the claim it has against the social secretariat for the duration of the attempt to recover undue payments.

**Art. 16** In the event that the procedures lodged by the social secretariat fail, it will reimburse the affiliate for the total of the unduly paid amount without interest of any kind.

**Art. 17** The contracting parties explicitly express their desire to limit the extension of the appointment to the cases referred to in the articles above.

#### **e) Special provisions**

##### **Art. 18**

a) The social secretariat can also carry out other tasks and work inherent to employment of workers for the affiliate. These tasks are determined at the time of the affiliate's enrolment and are listed in Annex 1 attached to the affiliation agreement. The contributions payable by the affiliate for these tasks and work is described in that appendix.

b) The social secretariat shall provide the necessary safeguards with regard to the protection of privacy and the processing of personal data. These guarantees are stipulated in Annex 2 of this affiliation agreement.

**Art. 19** The social secretariat does not represent the affiliate as concerns its legal obligations as an employer, as a consequence of the execution of these special tasks and work.

**Art. 20** The additional and special work requested by the affiliate will be invoiced in addition on the basis of a written preliminary offer approved by the affiliate.

#### **EXECUTION OF THE AGREEMENT**

**Art. 21** The respective obligations of the parties concerning the execution of this agreement only take effect as from the date of signature of the agreement, the payment of the retainer of the affiliate and the sending of the first set of statements for the calculation of the payroll. In the event that the affiliate does not meet the last two conditions in the previous paragraph, or either one of them, the social secretariat reserves the right to claim compensation, by any means whatsoever, including action in court, for administrative work already carried out, an amount

corresponding to the retainer defined in articles 2 d) and 26 at the least.

**Art. 22** Affiliation can only terminate by voluntary resignation of the affiliate on 31 December and subject to prior notice given by registered letter at least 6 months before the end of the 3rd full financial year or before expiry of any other subsequent financial year.

**Art. 23** If the conditions of article 22 are not met, the affiliate irrevocably and without recourse undertakes to pay the social secretariat a penalty equal to the amount of management contributions invoiced over the last six months of activity at the time the resignation takes effect. This period may be increased by the number of months remaining between the date of the end of affiliation and the date of expiry of the third full financial year.

This same provision holds for subsequent years.

**Art. 24** This agreement automatically ends in the event of dissolution or bankruptcy of the affiliate unless an express appointment is made by the liquidators or receivers.

**Art. 25** In the event that the activity and/or management of the affiliate is such that it could jeopardise the reputation of the social secretariat, the secretariat will be entitled to terminate this agreement without justification, notice or compensation.

#### **RETAINER**

**Art. 26** A non-interest-bearing retainer of three months' management contributions shall be paid by the affiliate at the time of affiliation. This retainer can be readjusted annually in view of the affiliate's situation. It cannot be used during the execution of the contract to settle an amount due. It is reimbursed to the affiliate at the expiry of this affiliation agreement and after settlement of any amounts that it owes to the social secretariat. In all cases referred to in article 23, the affiliate expressly authorises the social secretariat to compensate the amount due as a penalty with the amount of the retainer paid at the time of affiliation, without prejudice of the possibility for the social secretariat of launching collection proceedings for the balance of the penalty if the retainer is not enough to cover it, on one hand, and, on the other, the balance of the outstanding management contributions. The affiliate authorises the social secretariat to deduct a minimum of 300.00 EUR + VAT from the reimbursement of the retainer for expenses for closing the files and the custody fee for social security documents.

#### **PAYMENTS**

**Art. 27** The social secretariat will periodically send the affiliate a statement showing the various amounts that the affiliate owes, both to the secretariat and to third party services and organisations.

**Art. 28** In case of late payment of amounts to the social secretariat resulting in fines and/or late payment interest and increases charged by these organisations, the affiliate shall bear such costs in full.

**Art. 29** In case the payments for management contributions are not made and after demonstration of non-payment by the issue of two reminders, the social secretariat can suspend the execution of this agreement as concerns its obligations as an agent. If the affiliate remains in default of payment of the management contributions after two reminders, the social secretariat will give it notice by registered letter that serves as formal enforceable notice to pay with late payment interest (rate 12% per year). Persistent failure to make payment can result in automatic resignation of the affiliate without prejudice to the social secretariat's right to lodge collection proceedings for the contributions due. At the time of the first reminder, an invoice of 15 EUR will be sent to the affiliate. Furthermore, all of the recovery costs are payable by the affiliate and the lifting of the suspension requires payment of the contributions owed.

**Art. 30** The affiliate undertakes to ask the social secretariat to send its statements if they have not reached the affiliate after a period of 7 calendar days after the pay period to which they refer.

**Art. 31** Any payment made by the affiliate will always be allocated in priority to the payment of amounts due to the social secretariat. For the rest, the affiliate explicitly gives the social secretariat the instruction to allocate amounts it has paid based on the statements to the best of its interests in view of the elements of which the secretariat is aware, unless other instructions are given by the affiliate.

**Art. 32** Payments by cheque are authorised and recorded on the date of receipt insofar as the cheque has been certified by the financial institution. If not, the date of actual credit will be retained as the date of receipt.

#### **RESPECTIVE RESPONSIBILITIES**

**Art. 33** For the execution of its obligations as agent and for those resulting from the application of Articles 18, 19 and 20 and insofar as it has the exclusive charge thereof, the social secretariat is bound by an obligation to make its best effort. It does not assume any liability with regard to the authorities, the workers and third parties as concerns the accuracy of the information supplied by the affiliate. It endeavours, however, to point out to the employer any manifest errors, irregularities or omissions appearing in the documents received.

**Art. 34** The social secretariat is not responsible for fines, interest and increases due to social security and tax authorities because of the fact that the employer did not provide the documents and/or amounts requested in due time.

**Art. 35** The social secretariat undertakes to transmit basic information on social security legislation to the affiliate without being able to guarantee that this documentation and this information will be in the affiliate's possession before the legislation comes into force.

**Art. 36** The social secretariat takes no responsibility for determining the competent Joint Committee for the affiliate, the implementation of any kind of labour agreement whether collective or individual, and particularly the indexation of wages, setting of remuneration, etc. All information communicated on these questions by the social secretariat should be taken into consideration as an opinion.

**Art. 37** The affiliate has the possibility, under its own responsibility, to authorise the social secretariat by giving formal, written instructions, to automatically apply contractual and legal increases in wages based on data and information known to the social secretariat. Similarly, only a written instruction notified by the affiliate to the social secretariat will terminate this system.

**Art. 38** All information given in writing or verbally by the social secretariat in case of a disagreement or a dispute between affiliates, workers or third parties, is valid as an opinion only.

**Art. 39** Subject to any remedy against the social secretariat as a result of management or administrative errors, which must be duly proven, the affiliate will remain personally liable to third parties for obligations carried out on its behalf by the social secretariat.

**Art. 40** The social secretariat will be exempted from its obligations in case of force majeure. The following are notably considered to be cases of force majeure: fire, technical breakdowns and disorders, and all situations of any kind that seriously disturb the activities of the social secretariat.

#### **VARIOUS PROVISIONS**

**Art. 41** In virtue of the derogation granted by the inspection of social security laws, the social secretariat will give the required notification on the places where the affiliate's individual accounts are kept as per with Articles 18 and 22 of the Royal Decree of 8 August 1980 on keeping social security documents.

**Art. 42** The affiliate must be able to justify to the competent authorities that it has paid to the social secretariat all amounts required by law and regulations due to third party organisations.

**Art. 43** By subscribing to this affiliation agreement, the affiliate unreservedly subscribes to the statutes of the social secretariat, of which it can receive a copy by simply requesting it.

#### **HISTORICAL MANDATE**

**Art. 44** In compliance with the collaboration agreement concluded on 31 January 2011 within the Union of Social Secretariats, the social secretariat undertakes to continue to effectively carry out the necessary technical transactions, after the end of this agreement, related to the quarters and the social security obligations covered by its assignment, as long as the employer has not appointed another agent for the execution of the necessary technical transactions pertaining to the quarters and the social security obligations covered by the social secretariat's assignment.

**Art. 45** The principles described above also apply, mutatis mutandis, to obligations related to social security documents.

**Art. 46** The principles described above also apply, mutatis mutandis, to technical transactions related to fiscal obligations associated with the calculation of salaries.

## **DISPUTES**

**Art. 47** This affiliation agreement shall be interpreted in good faith by both parties. Any dispute pertaining to the execution of this agreement will first be the subject of an attempt to find an amicable settlement, to the exclusion, however, of the conciliation procedure defined by the judicial code.

**Art. 48** Should the attempt fail, the courts of Brussels shall have sole jurisdiction to settle the dispute.

## **MODIFICATIONS**

**Art. 49** The social secretariat reserves the right to modify the provisions of this agreement unilaterally on grounds of a legislative, technical and/or regulatory order. The affiliate will be informed of this decision in writing. Should it disagree, the affiliate will have a period of 30 days as from this information to communicate its decision to terminate its affiliation. After that period, the affiliate will be deemed to have accepted the modifications made to the terms.