Broes Consulting

Terms and conditions

Last updated: 20 November 2026

These terms apply to all quotes, agreements and work of Broes Consulting BV (Stationsstraat 140A, 8340 Sijsele, Belgium, enterprise number 0761614207, VAT BE0761614207, RPR Gent, Bruges division), referred to as “I”, for businesses, not consumers, referred to as “you”. They apply once you have received them before the agreement, for example with a quote or by email, and you have accepted that quote or let me start the work. They also apply to all later work I do for you, in the version you last received from me before that work started. If the quote differs from these terms, the quote prevails. Terms of your own do not apply. In writing includes email.

Quotes and scope

A quote describes the scope, the price and the planning. It is valid for 30 days. A fixed price covers only the agreed scope. If something is outside the scope, I tell you first and roughly what it will cost. Work outside the scope is billed at the hourly rate in the quote, or €80 an hour, excluding VAT, if none is stated (my “hourly rate”). If you ask me to do that work, I bill it, even if the change was not put in writing.

You accept a quote or an offer by email, by signature, or by letting me start the work after you received these terms. Electronic signatures are valid.

Dates in a quote are indicative, unless the quote calls them binding.

Revisions

Two rounds of revisions on each deliverable are included in the price. A round is one combined list of feedback on a deliverable, within the agreed scope. Further rounds are billed at my hourly rate.

What I need from you

You give me texts, images, access and feedback on time. If you do not respond for more than 2 weeks, I may pause the project and move the planning. If a delay on your side costs me extra work, I bill it at my hourly rate. If the project stands still for more than 30 days because of you, I may invoice the work done so far.

Delivery and acceptance

Delivery is the moment I tell you the work, or an agreed part of it, is ready to test. If I deliver in parts, the deadlines run per part. At delivery you receive the source code and basic documentation. You have 14 days to test and to report defects in writing. If you do not report any defects within 14 days, or if you use the work in production, the delivery is accepted, except for the defects you reported within those 14 days. I fix those.

After delivery

For 30 days after delivery I fix defects in what I built, free of charge. Report a defect in writing, with enough detail to reproduce it. This does not cover changes made by others, third-party services, or new requests. After those 30 days, for defects in the work, I am only liable for hidden defects that you report in writing within 1 month of finding them, and at the latest 6 months after delivery. Any other claim lapses if you do not report it to me in writing within 12 months after you knew or should have known the facts. This 12-month rule, not the 6-month limit, also applies when a third party claims that the work infringes its rights.

Hosting and maintenance

Hosting, domain names, maintenance, updates and backups are not included unless the quote says so. I offer them as separate services if you want them. Without such an agreement, you are responsible for them after launch.

Third-party services and costs

Paid plugins, licences and usage fees of third-party services, such as APIs, are paid by you, or I pass them on to you. I may add a margin to this. Where possible, accounts are in your name. I am not liable for third-party services that are down, change or stop.

Price and payment

Prices exclude VAT. I invoice after delivery, unless we agreed a deposit or milestone payments in writing beforehand. Invoices are payable within 30 days of the invoice date. If you pay late, interest and a fixed compensation are due as set out in the Belgian law of 2 August 2002 on combating late payment in commercial transactions, without a notice of default. While an overdue invoice is not paid in full, I may suspend my work. Wherever these terms say I invoice the work done, I invoice the part of the agreed price that matches the work done, or, for work billed by the hour, the hours worked at my hourly rate, less what I already invoiced for it.

Report a problem with an invoice in writing within 14 days of the invoice date, or the invoice is deemed accepted. You may not withhold the part of an invoice that is not disputed, and you may not set off amounts against my invoices, except amounts I acknowledged in writing or a court awarded. A part you dispute in time, in good faith and with specific reasons does not count for the suspension and ending in these terms.

Copyright and licence

Unless we explicitly agree otherwise in writing, the copyright and other intellectual property rights in the code, designs and other work I create for you remain with me.

From delivery you have a non-exclusive, worldwide licence to use, copy, host and change the work for your own business, and to have others do so for you. As long as the price for that work is not paid in full, the licence is provisional: it is suspended if an invoice for that work is still not paid in full 14 days after a written notice of default, until you pay it in full. Once the price for that work is paid in full, the licence is irrevocable and runs for the full term of the copyright. The licence passes to whoever takes over your business. The price includes the fee for this licence. A transfer of rights only happens in a written agreement that lists what is transferred.

Third-party components, open-source libraries and WordPress itself stay under their own licences, and code that must be under an open-source licence, such as a WordPress theme or plugin under the GPL, is delivered under that licence. These terms do not limit the rights that those licences give you. I may reuse general know-how, tools and code that is not specific to you.

Your content

You are responsible for the texts, images and other material you give me, and you warrant that you have the right to use it. If a third party makes a claim about that material, you indemnify me against that claim and the costs.

Liability

Unless these terms say otherwise, my obligations are best-efforts obligations. I do not guarantee a specific result, such as search engine rankings, traffic or sales.

My total liability for a project is limited to the price agreed for that project, excluding VAT, or, for work billed by the hour, the amount I invoiced you or may still invoice you for the work done on that assignment in the 12 months before the event that caused the damage.

I am not liable for lost profit, lost revenue, lost data, lost customers or claims from third parties, except as stated below. I warrant that what I create myself does not infringe third-party rights; if a third party makes a claim on that ground, I am liable up to the cap above.

You can only claim against Broes Consulting BV and only under the agreement; to the extent the law allows, claims outside the contract, also against its directors, staff, subcontractors and other auxiliaries, are excluded.

The limits and exclusions of liability and the deadlines for reporting defects and claims in these terms do not apply to intentional fault, gross negligence or fraud, to death or personal injury, or where the law does not allow a limit.

Before you give me access to a live system, you make sure there is a recent backup. You are also responsible for testing before launch.

Neither of us is liable for delays or failures caused by force majeure or other events outside our control, such as illness, power or internet outages, or the failure of suppliers. This does not apply to payments. If this lasts more than 30 days, either of us may end the agreement, and I invoice the work done.

Confidentiality

We both keep the other’s business information private and use it only for the project, during the project and for 3 years after it. This does not apply to information that is public or that the law requires us to share.

Subcontractors

I may use subcontractors. I remain responsible for their work as for my own.

Cancelling and ending

If you cancel a project, I invoice the work done and the costs incurred up to that point, plus a compensation of 20% of the price for the part of the work not yet carried out. For work billed by the hour, I invoice the work done and the costs only.

If an invoice is not paid in full 14 days after a written notice of default, I may end the agreement to which that invoice relates. I then invoice as set out in the previous paragraph. The licence for work that is not paid in full ends at that moment. It only comes back once you have paid everything you owe for that work, including interest and costs.

If the agreement ends early, you receive the work done that I had not yet delivered, in its current state, once you have paid everything you owe under that agreement, including the compensation, interest and costs. You must first pay amounts you dispute as well; the rule on disputed parts under “Price and payment” does not apply to this handover. Paying them does not mean you accept them, and you can still claim them back. The licence applies to that work from then. I hand that work over as it is: I do not have to finish or fix it, the 30 days of free fixes do not apply to it, and the fact that it is unfinished or not fully tested is not a defect. The handover counts as its delivery for the deadlines in these terms.

Final provisions

If a clause is invalid, the rest stays valid. Changes to these terms or to an agreement must be in writing, except for extra work as described under “Quotes and scope”.

Language and law

These terms exist in Dutch, English and French. If they differ, the Dutch version prevails. Belgian law applies. Disputes go only to the Enterprise Court of Ghent, Bruges division, or, if it has no jurisdiction, to the competent court in Bruges.