

Boobook's Terms & Conditions

CLAUSE 1: GENERAL

Boobook (Solutions-2 BV), with registered office at 9800, Leernesteenweg 225, Bachte-Maria-Leerne 225, BE 0478 610 371 and all of its affiliates and subsidiaries, represented by an authorized representative. Boobook operates as a strategic insights and pricing consultancy. These terms define the relationship between Boobook and the Client, outlining responsibilities, rights and limitations.

The "Client" is defined as: any natural or legal person, who places an order with Boobook or requests a quotation from it, or who enters into an agreement with Boobook, directly or via an authorized person who acts on behalf of the Client. By approving a proposal, the Client accepts these Terms & Conditions for all engagements unless explicitly replaced by a mutually signed agreement.

CLAUSE 2: SCOPE

These terms govern all quotations, proposals, Statements of Work (SOW), confirmations and invoices issued by Boobook. They supersede any Client purchase order terms unless mutually agreed otherwise.

Quotations remain valid for 30 days unless stated differently. A project becomes binding once Boobook receives written Client approval or issues an order confirmation.

Any cancellation requires written notice. Completed work, committed third-party costs and a 20% cancellation fee remain payable. Boobook may collaborate with trusted subcontractors under confidentiality and GDPR compliance.

CLAUSE 3: PRICES

All prices are expressed excluding VAT unless otherwise indicated. Pricing is based on the expected scope, methodology, timelines and resources required to deliver insights of high quality.

Scope changes, additional requests or prolonged phases may trigger re-pricing. Any discounts apply only to the specific project for which they are granted.

Retainers or subscription-based budgets are non-refundable and must be used within 12 months. Daily rates represent eight hours of work.

CLAUSE 4: INVOICING & PAYMENT

Projects under 4 months follow a 50% upfront and 50% upon delivery invoicing model. Longer projects are invoiced monthly. The Client must provide PO numbers and administrative data within five days.

Payments are due 30 days after invoice date. Late payments incur 6% yearly interest plus a 5% fixed indemnity. Boobook may suspend services until outstanding invoices are settled.

Intermediaries signing agreements on behalf of Clients are jointly liable. Invoice disputes must be raised in writing within seven days. Set-off is not permitted.

CLAUSE 5: TIMING

Project timelines are jointly defined and based on the availability of information, materials and client approvals. Boobook commits to meeting milestones using professional care.

If the Client delays inputs, approvals or decisions, timelines may shift accordingly. Delays do not entitle the Client to penalties unless caused by proven gross negligence.

CLAUSE 6: EXECUTION AT CLIENT SITE

When work occurs on-site, the Client must ensure safe access, suitable workspace and adherence to health and safety standards. Boobook employees remain under Boobook supervision at all times.

CLAUSE 7: COMPLAINTS

Clients must notify Boobook in writing of any complaint within seven calendar days of delivery. Complaints submitted later cannot be accepted, as insights and research outputs are time-sensitive and contextual.

CLAUSE 8: LIABILITY

Boobook provides services under a best-effort obligation rooted in professional expertise. No consultancy or research outcome can guarantee specific commercial success or market behaviour.

Liability is limited to the lower of proven direct damages, total invoiced fees in the last 12 months, or €500,000. This includes indirect losses, including profit loss, reputational damage, data loss, downtime or third-party claims.

The Client indemnifies Boobook for information, materials or instructions provided by the Client. All claims must be reported within 30 days of discovery.

In accordance with the applicable legal provisions, employees, directors, managers, appointees or other agents of Boobook cannot be held directly liable by the client for errors committed in the performance of the agreement, except in cases of fraud, gross negligence or other legal exceptions where direct liability cannot be excluded.

CLAUSE 9: INTELLECTUAL PROPERTY

All deliverables, models, frameworks, analyses and tools produced by Boobook remain Boobook's intellectual property. The Client receives a non-exclusive, non-transferable licence for internal use only.

Any Background IP developed prior to or independent of the project remains fully owned by Boobook. Suggestions or feedback that improve Boobook methodologies become Boobook property.

CLAUSE 10: DATA PROTECTION

Boobook processes personal data according to GDPR, acting as Data Processor while the Client is Data Controller. Appropriate confidentiality, technical and organizational measures are maintained.

Personal data of respondents is not shared with Clients and is handled per ESOMAR/ICC codes. Boobook supports Client obligations such as respondent rights, DPAs or consent verification where relevant.

CLAUSE 11: AI USAGE

Boobook uses AI tools to support efficiency, translation, coding and analysis. All AI-generated insights or outputs are reviewed and validated by expert consultants to ensure accuracy and contextual relevance.

AI usage complies with evolving regulations, ethical principles and industry standards. Human judgement remains central to all conclusions and recommendations.

CLAUSE 12: CONFIDENTIALITY

All exchanged data, insights, research findings and materials remain confidential throughout the collaboration and for ten years thereafter. Disclosure is only permitted when legally required or essential to service execution.

Boobook ensures subcontractors and staff uphold confidentiality. Exceptions apply only in cases where information was already public, independently developed or received legally from third parties.

CLAUSE 13: FORCE MAJEURE

Events outside Boobook's control, such as server outages, pandemics, strikes or natural disasters, may suspend obligations. If force majeure persists beyond six months, either party may cancel the agreement without compensation.

CLAUSE 14: TERMINATION

Either party may terminate the agreement for material breach if not remedied within 30 days. Insolvency or liquidation also allows immediate termination.

Early termination by the Client triggers the cancellation obligations under Clause 2, including fees for completed work and committed costs.

CLAUSE 15: NON-SOLICITATION

The Client agrees not to hire or solicit Boobook staff directly involved in the project for two years following project completion, unless explicitly agreed otherwise in writing. This protects continuity and talent investment.

CLAUSE 16: APPLICABLE LAW

This Agreement and any dispute arising from it shall be governed by Belgian law. Disputes will first be discussed amicably. Failing that, they will be settled under the CEPANI Rules of Arbitration in Brussels, Belgium. This ensures neutrality and efficiency in conflict resolution.