**INDIVIDUAL AGREEMENT**

**ON GRANTING ELECTRONIC**

**MEAL VOUCHERS**

**BETWEEN:** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, whose head office is at \_\_\_\_\_\_\_\_\_\_ \_\_ in \_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_, a company registered with the BCE under number \_\_\_\_\_\_\_\_\_\_\_,

Represented by Mr/Mrs \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_, duly empowered,

Hereafter called the "EMPLOYER",

**AND:** **Mr/Mrs \_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, employed, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_ in \_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Hereafter called the "WORKER",

**IT IS AGREED AS FOLLOWS**

**Article 1. Purpose of the agreement**

* 1. The purpose of this individual agreement is to grant the WORKER electronic meal vouchers.

The Parties confirm expressly that these meal vouchers are not replacing or converting the remuneration, bonuses, benefits in kind or any other benefit or supplement whatsoever to all this, whether or not liable to social security contributions, except where the meal vouchers will replace or convert ecocheques that are not liable to social security contributions.

* 1. This agreement is drawn up in accordance with the applicable regulations, especially the contents of Article 19bis of the Royal Order of 28 November 1969 executing the Law of 27 June 1969 revising the Order-Law of 28 December 1944 relating to the social security of workers.
  2. Electronic meal vouchers will be granted at any time in accordance with the conditions in force in view of the most favourable treatment possible in terms of tax and social security, which implies especially that the respective contributions by the EMPLOYER and the WORKER may be modified in line with changes in the regulations.
  3. MEAL VOUCHER ACCOUNT is understood to mean the personal databank into which is paid a certain number of electronic meal vouchers for the WORKER. These are then registered and managed by a publisher approved jointly by the Minister for Social Affairs, the Minister for Employment, the Minister for Independent Workers and the Minister for Economic Affairs. The WORKER can pay for a meal or purchase ready-to-eat food with the electronic meal vouchers using the smart card given to him by the EMPLOYER.

**Article 2. Granting procedures**

2.1. The nominal value of a meal voucher is \_\_\_\_ EUR (including WORKER contribution of \_\_\_\_ EUR).

2.2. The Parties agree expressly that the Employer's contribution per meal voucher is currently \_\_\_\_ EUR. The EMPLOYER's contribution can be modified during the execution of this agreement.

2.3. The Parties acknowledge expressly that an amount of \_\_\_\_ EUR per meal voucher is retained from the WORKER's net salary as a mandatory contribution. This amount may also be modified as stated above.

2.4. The number of meal vouchers granted to the WORKER is equal to the number of days during which the WORKER has actually worked, irrespective of the duration of his daily allowances.

**Article 3. Electronic meal vouchers**

* 1. Electronic meal vouchers are credited to the WORKER's personal MEAL VOUCHER ACCOUNT every month once or several times. The meal vouchers are issued in the name of the WORKER.
  2. At the latest on the last day of the first month following each quarter, the number of meal vouchers is regularised according to the number of days on which the WORKER worked during the quarter in question.
  3. Electronic meal vouchers are valid for twelve (12) months with effect from the time they are credited to the WORKER's MEAL VOUCHER ACCOUNT.
  4. Electronic meal vouchers can only be used to pay for a meal or purchase ready-to-eat food. The WORKER will receive an electronic payment card for this purpose.
  5. The WORKER receives free-of-charge a secure smart card in his name to be able to use his MEAL VOUCHER ACCOUNT As the EMPLOYER chooses, the card will be available from the Human Resources Department (the WORKER is authorised to collect it during one of his breaks) or sent by post directly to the WORKER's home address.
  6. The number of electronic meal vouchers and their gross value, less the personal contribution by the worker, are stated on the WORKER's payslip mentioned in Article 15, sub-paragraph 1 of the Law of 12 April 1965 relating to the protection of workers' remuneration.
  7. Before using his electronic meal vouchers, the WORKER can check the balance and the validity period of meal vouchers issued to him that have yet to be used.

**Article 4. worker obligations**

4.1. For the smooth operation of the smart card, the WORKER authorises the EMPLOYER to provide the issuer with his name, date of birth, gender, postcode, home address, choice of language and national registration number. These data will enable the issuer to issue the smart card and top it up appropriately.

4.2. The WORKER undertakes to use and keep the smart card with due care and according to the general conditions of use. He undertakes also to advise the EMPLOYER and the issuer immediately of any irregularity or fraud committed with the smart card. If an investigation shows that the WORKER was actively involved in the fraud or irregularities or facilitated them, the WORKER will be held jointly and severally liable for all resulting damages. All transactions will also be immediately blocked or terminated.

4.3. Should his smart card be lost or stolen, the WORKER is required to advise the EMPLOYER and/or the EMPLOYER's approved partner issuer of this as quickly as possible. No transactions carried out before declaring the loss or theft can be revoked; the WORKER does not have the possibility of recourse against the EMPLOYER and/or the company which issued the smart card.

4.4. After declaring the loss or theft, the EMPLOYER's approved partner will issue the WORKER with a new card. The number of meal vouchers available in his MEAL VOUCHER ACCOUNT remains unchanged, but the expiry date is extended with the legal period. Under all circumstances, it will be up to the WORKER in question to refer any case of loss or theft immediately to the EMPLOYER's Human Resources Department so that it can do whatever is required.

4.5. The cost of the replacement smart card may be charged to the WORKER if the loss or theft of the said card is the result of behaviour contrary to that of due care in a similar situation. In this case, the cost to the WORKER may not exceed the face value of a meal voucher.

**Article 5. Effective date and duration**

5.1. This individual agreement is agreed for an unspecified period. It enters into force on the day it is signed.

5.2. Notwithstanding the above, this agreement will end automatically in the event of a legal or regulatory modification with a negative impact on the fiscal or parafiscal conditions governing meal vouchers granted in execution of this agreement.

Signed at \_\_\_\_\_\_\_\_\_, on \_\_ \_\_\_\_\_\_\_\_\_ in duplicate, with each Party acknowledging that it has received one original.

For the EMPLOYER The WORKER

*(Read and approved)* *(Read and approved)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_