

Article 1 - Legal form

Van Boven & Van der Bruggen Advocaten, hereafter to be mentioned as "the Company", is an according to the laws of The Netherlands established private limited company, that aims to practice law.

Article 2 - Applicability

1. These General Terms and Conditions apply to all assignments, unless otherwise agreed upon in writing prior to effecting an assignment.
2. These General Terms and Conditions also apply to any additional assignments and follow-up assignments.
3. All stipulations in these General Terms and Conditions have also been made for the practitioner companies and for all persons who are or were employed by the Company.
4. All persons who have been engaged in carrying out any assignment of the client can invoke these General Terms and Conditions.

Article 3 - Assignment

1. The legal relationship between the client and the Company is subject to the laws of the Netherlands.
2. Every assignment, either directly to the Company, or to individual lawyers attached to the Company, will exclusively be accepted and carried out by the Company, replacing Article 7:404 of the Civil Code and Article 7:407, paragraph 2 of the Civil Code. This implies that the client agrees that the Company will have the assignment carried out at its responsibility by a lawyer attached to the Company.
3. Insofar as a third party has to be engaged for the provision of services, the client will be consulted about this where possible. When engaging a third party due care will always be exercised.
4. The client indemnifies the Company against all claims from third parties, including reasonable costs of legal assistance, that are in any way connected with or result from the work carried out for the client, except for gross negligence or intention on the part of the Company.

Article 4 - Fee note

1. For carrying out an assignment the client is obliged to pay the fee, increased by disbursements, office costs and turnover tax.
2. If it takes longer than one month for an assignment to be carried out, interim payments can be demanded for work carried out.
3. Each year on 1 January, the Company is entitled to adjust the hourly rates agreed upon at the assignment. Such adjustment will be carried out on the basis of a change in the monthly price index according to the consumer price index as published by the CBS, provided that an increase of at least 3% is permitted.
4. The Company is entitled to demand an advance payment from the client. Any advance payment received will be settled with the next definitive settlement within the framework of the assignment.
5. In cases that are dealt with on the basis of the statutory system of financed legal aid, the fee note will be limited to those costs which are for the client's account by virtue of the legal-aid decision in question.

Article 5 - Payment

1. Fee notes of the Company should be paid within thirty days of the invoice date. When this term is exceeded, the client will be in default by operation of law and interest for overdue payment at the current statutory interest rate will be payable. In case of business transactions the statutory commercial interest rate will be payable.
2. If the Company takes collection measures against a client who is in default, the collection charges, which are put at 10% of the principal sum with a minimum of € 150, increased by the disbursements, will be for the client's account.

Article 6 - Liability

1. The Company has taken out professional liability insurance in accordance with the Byelaws on professional liability adopted by the Dutch Bar (especially in accordance with paragraph 6.6 of the 'Verordening op de Advocatuur').
2. Any liability of the Company is limited to the amount paid out in the case in question on account of the professional liability insurance or general liability insurance taken out, increased by the amount of the excess which according to the policy conditions is for the account of the insured.
3. The Company is not liable for any damage or loss due to shortcomings of third parties.
4. Every assignment implies that the Company has the right to accept, also on behalf of the client, any limitations of liability of third parties. Insofar as needed, this is hereby stipulated by the Company.
5. Liability for damage to persons or property resulting from the loss of data, a security leak or other incidents caused by or with the use of digital (business) resources shall be wholly excluded by the Company, except insofar as such damage is covered by the insurance taken out for that purpose by the Company, increased by the amount of the excess which according to the policy conditions is for the account of the Company.

Article 7 - Filing

1. After termination of the activities and from closing a file the Company will keep the relevant file for a period of five years, in archives supervised by the Company. After this five-year period the Company will have the right to destroy the file or have it destroyed by others.
2. If the client wants to receive documents after a file has been closed, the Company will be entitled to charge the client for the costs and work associated with this.

Article 8 - Disputes

1. The Complaints- and Disputes Scheme for the Legal Profession applies to the services of the Company.
2. When the client is dissatisfied with the quality of the services or the amount of the fee, he or she should first present his objections to the lawyer in charge. The Company has an internal complaint handling procedure, which will serve as guideline in dealing with the complaint. The client should submit the complaint within three months after he or she obtained knowledge, or in reason could have obtained knowledge, of the acts or omissions which gave rise to the complaint.
3. The Company will in principle confirm a solution for the problem that has arisen in writing to the client within four weeks after having received the complaint. If in the client's opinion the Company has failed to solve the objections in a satisfactory way, the client can submit a complaint to the Disputes Committee for the Legal Profession. This course is also open to the client when the Company has failed to deal with the objections in writing within four weeks after they have been submitted.
4. The Disputes Committee for the Legal Profession deals with the matter according to the Regulations of the Disputes Committee for the Legal Profession as applying at the moment of submission of the complaint to the Committee. The client can obtain the regulations from the Disputes Committee for the Legal Profession at the address P.O. box 90600, 2509 LP The Hague.
5. The client can submit the complaint to the Disputes Committee for the Legal Profession at the above-mentioned address until twelve months after the latest after the reaction in writing from the Company. Thereafter this possibility is no longer open.
6. The Company can submit unpaid fee notes for collection to the Disputes Committee for the Legal Profession.
7. The Disputes Committee for the Legal Profession gives a decision by way of an arbitration award about a commercial service. If it concerns a service to a private client, the regulations provide in a binding ruling, unless the client applies to the ordinary court within one month after the complaint has been dealt with by the Company. In case of debt collection from a private client there is only a question of a binding ruling if the client deposits the still outstanding amount with the Disputes Committee for the Legal Profession. If he fails to do this, arbitration will also apply to the debt collection.
8. The Disputes Committee for the Legal Profession is competent to give a decision on complaints about the quality of the services of the lawyer and the amount of all kinds of fee notes. In addition, the Disputes Committee for the Legal Profession is competent to give a decision about claims for damages to a maximum amount of € 10,000 (including VAT if applicable). Higher claims can only be submitted to the Disputes Committee for the Legal Profession, when the client reduces the amount of the claim to € 10,000 (including VAT if applicable) and waives the remainder in writing.
9. Decisions of the Disputes Committee for the Legal Profession about the quality of the services are not irrevocable in a possible action before the ordinary court about claims for damages in excess of € 10,000. This means that in a possible action before the ordinary court about a claim for damages in excess of € 10,000 a client cannot rely on a decision of the Disputes Committee for the Legal Profession.
10. The Disputes Committee for the Legal Profession takes a decision with the exclusion of the ordinary court. No appeal lies from the decision of the Disputes Committee for the Legal Profession.
11. Insofar as, subject to the Complaints- and Disputes Scheme for the Legal Profession, the ordinary court still has any jurisdiction, such jurisdiction exclusively belongs to the competent court in the Netherlands. The ordinary court has in any case jurisdiction as regards the enforcement order procedure in conformity with Article 1062 of the Code of Civil Procedure and Article 38, paragraph 4 of the Legal Aid Act.

Article 9 - Translations

These General Terms and Conditions have originally been drawn up in the Dutch language. If these General Terms and Conditions are translated into another language, the Dutch text will be binding in case of a difference of opinion about the content and/or purport of these General Terms and Conditions.