

General Terms and Conditions Van Dijk Van der Meer Advocaten

General

1. These Terms and Conditions are applicable to all services carried out by the partnership Van Dijk Van der Meer Advocaten and any person in its employment.
2. Van Dijk Van der Meer Advocaten is a partnership in which costs are pooled between the two sole proprietorships of (1) Mr. J.H. van Dijk advocaat (filed with the Dutch Chamber of Commerce under number 74074857 and VAT number NL001942879B61) and (2) Mr. I.J.K. van der Meer advocaat (filed with the Dutch Chamber of Commerce under number 74079085 and VAT number NL001942879B61). Both companies have their registered office in Haarlem.
3. These Terms and Conditions are applicable to all assignment agreements (including additional and subsequent assignments) between the firm of Van Dijk Van der Meer Advocaten, consisting of the sole proprietorships of mr. J.H. van Dijk, attorney at law, and I.J.K. van der Meer, attorney at law, and the client. In accordance with Section 6:225 par. 3 of the Dutch Civil Code (DCC) Van Dijk Van der Meer Advocaten expressly rejects any terms and conditions used by the client.
4. Van Dijk Van der Meer Advocaten is a partnership as referred to in Section 5.3 sub b of the Dutch Legal Profession Regulations (Verordening op de Advocatuur) and meets the requirements set out by the Dutch National Bar Association (Nederlandse Orde van Advocaten).
5. In the event of a dispute with regard to the content or interpretation of these Terms and Conditions, the Dutch text prevails over any translation thereof.
6. The legal relationship between the attorney and his/her client(s) is governed by Dutch Law exclusively.

The assignment

7. The acceptance of an assignment by the attorney, in writing or via email, gives rise to an agreement between the client and the firm of Van Dijk Van der Meer Advocaten (consisting of the sole proprietorships Mr. J.H. van Dijk advocaat and Mr. I.J.K. van der Meer advocaat). The attorneys at Van Dijk Van der Meer Advocaten are entitled to appoint substitutes for the conduct legal proceedings, should this be necessary. The attorney carries out the assignment to the best of his/her abilities and with due diligence. The assignment is not to be regarded as an obligation of result, but as an obligation of best effort.
8. The given assignment will be executed strictly in support of the client. Third parties can derive no rights from the efforts made on behalf of the client.
9. The client is entitled to terminate the assignment in writing at all times. The attorneys of Van Dijk Van der Meer Advocaten are entitled to terminate the assignment with due cause and subject to a reasonable period of notice.
10. Premature termination does not alter the fact that fees invoiced and to be invoiced remain due and payable.

Fees, disbursements and costs

11. The client owes the attorney the agreed fee plus disbursements and value added tax (VAT). Unless agreed otherwise in writing, the fee the client owes the attorney in question is calculated based on the number of hours worked, applying the pre-agreed hourly rate plus VAT. A percentage of 6 percent of the fee will be charged to cover general office expenses. In addition to paper, postage, telephone, fax, copying and email costs, these office expenses

- include expenses related to business services, as well as expenses pertaining to the Accounting Regulation (Boekhoudverordening) of the Dutch National Bar Association.
12. Restitution of monies paid in advance or held in depot will only be paid by bank transfer.
 13. The rate charged for the work carried out by the attorney will be agreed upon in advance. The attorney in question is entitled to annually readjust his or her rate. Clients will be notified of such a readjustment in due time.
 14. In accordance with the Administration and Financial Integrity Regulations (Verordening op de administratie en financiële integriteit) of the Dutch National Bar Association, the attorney is required to consult the Dean of the Bar Association should he or she make or accept cash payments of EUR 5000,= or more. This requirement does not apply to payments made by bank transfer.

Invoicing

15. No sooner than an advance payment has been made or, if applicable, a security has been provided for by the client, does the attorney begin or resume his/her work. The amount of the advance required is established at a reasonable level by the attorney and will be deducted from the final declaration for the assignment.
16. The attorney will invoice the client on a monthly basis for the hours worked. All invoices must be paid within 14 days of the invoice date.
17. If invoices are not paid on time, the attorney is entitled to charge for statutory interest without giving formal notice. In case of late payment, the attorney is also entitled to take whatever measures he/she deems necessary for the collection of said invoices. All legal and other expenses made to ensure payment for work performed will be charged to the client, with a minimum of 15 percent of the amount invoiced. In the event of non-payment, the attorney may decide to suspend his/her activities until payment has been received, to the exclusion of any liability for Mr J.H. van Dijk advocaat and Mr. I.J.K. van der Meer advocaat for potential damage caused by this decision.
18. The attorney is entitled to off-set his/her claimable invoices against any monies held by the attorney, including monies held by the Stichting Beheer Derdengelden (Third Party Funds Management Foundation) Van Dijk Van Der Meer Advocaten or other third parties.
19. If the attorney requires the services of third parties, not belonging to the firm, to execute the assignment, due diligence will be used. As far as possible, said parties will be chosen and selected after prior consultation with the client.
20. The client is charged separately for the costs of third parties' services. Mr. J.H. van Dijk advocaat and/or Mr. I.J.K. van der Meer advocaat accept no liability for any shortcoming of said parties. On behalf of their client, Mr J.H. van Dijk advocaat and/or Mr. I.J.K. van der Meer advocaat accept limitations in third parties' professional liabilities.

Liability

21. All liability of Van Dijk Van der Meer Advocaten and/or Mr. J.H. van Dijk advocaat and/or Mr. I.J.K. van der Meer advocaat is limited to the amount which is paid under the professional liability insurance in the case concerned, plus the amount of any deductible (eigen risico) which under the terms of the insurance policy is for the account of Mr. J.H. van Dijk advocaat and/or Mr. I.J.K. van der Meer advocaat.
22. If and to the extent that, for any reason whatsoever, no payment should occur under such insurance, all liability is limited to the whole or part of the amount paid by the client to Mr. J.H. van Dijk advocaat and/or Mr. I.J.K. van der Meer advocaat with respect to the assignment in relation to which the liability has risen, subject to a maximum of EUR 25,000.

23. Notwithstanding the provisions of Section 6:89 of the Dutch Civil Code, the right to compensation of damages will lapse at any rate 12 months after the event that, directly or indirectly, caused the damage for which Mr. J.H. van Dijk advocaat and/or Mr. I.J.K. van der Meer advocaat are liable.
24. The client indemnifies Mr. J.H. van Dijk advocaat and/or Mr. I.J.K. van der Meer advocaat for all claims by third parties, including the costs of legal assistance, which are in any way connected with the work carried out for the client, except in the case of an intentional act or gross negligence of the attorney.

Replacement

25. If required, the attorney is entitled to arrange for a substitute to conduct legal proceedings without prior consultation with the client. If, in such a case, in-house replacement is not feasible, the proceedings will be conducted in association with an external substitute.

Intellectual Property

26. Without the attorney's prior written consent, the client may not multiply, disclose, exploit or distribute in any form the advice, contracts or other intellectual works produced by the attorney, with or without the services of third parties.

Records retention

27. The retention period for case files (relevant correspondence, agreements and procedural documents, excluding underlying judicial findings in criminal cases) is five years from the termination of works on behalf of the client. On expiry of this time limit, the files will be destroyed. Any deviations from said retention period require further written arrangements. In the absence of such an arrangement, Van Dijk Van der Meer Advocaten are exempted from the obligation to retain case files after five years. Procedural documents in criminal cases (police reports) received from judicial authorities will either be returned to these authorities or destroyed immediately after termination of the proceedings.

Client satisfaction/complaints

28. On request, Van Dijk Van der Meer Advocaten will provide a client satisfaction form and/or a complaints form.
29. Van Dijk Van der Meer Advocaten has implemented a complaints regulation, which is to be found on the website/s of our combined firms (www.vandijkvandermeer.nl). Complaints that have not been resolved after treatment can be submitted to the Dean of the Bar Association in the district of Noord-Holland (deken van de Orde van Advocaten in het arrondissement Noord-Holland) in accordance with Article 46c of the Lawyers Act (Advocatenwet).