

General Terms and Conditions

General

1. WERK Advocaten is the name of an association between
 1. Mrs D.M. van Daalen acting under the name Werk Van Daalen (traderegister number 32127690), and
 2. Mrs T.J.C.M. Broekman acting under the tradename Werk Broekman (traderegister number 69569134), and
 3. Lugard Arbeidsrecht B.V. (traderegister number 72967064). Mrs M.L. Lugard – van Basten Batenburg is the lawyer action on behalf of this legal entity. Each of them has a law practice for own expense and risk. They act jointly under the name WERK Advocaten.
2. When providing professional services for a client (hereafter the “**Client**”), the formal contractor (hereafter the “**Contractor**”) – being either Mrs D.M. van Daalen or Mrs T.J.C.M Broekman. or Lugard Arbeidsrecht B.V. will always conclude a contract for services with the Client. A contract for services will never exist between the Client on the one side and WERK advocaten on the other side. The applicability of articles 7:404 Dutch Civil Code and 7:407 paragraph 2 Dutch Civil Code is explicitly excluded.
3. The lawyer who issues the letter of engagement has to be considered as the Contractor.
4. These General Terms and Conditions are applicable to and form part of every engagement, including subsequent engagements, issued to the Contractor. The applicability of other general terms and conditions is explicitly excluded.

Contract for services

5. The contract for services can contain only best-effort obligations for the Contractor, which means that results are never guaranteed. The engagements can never serve to give advice on foreign law.

6. Engagements are performed exclusively for the benefit of the Client. Third parties may not derive any rights or claims whatsoever from engagements performed for the Client.
7. The Client guarantees that it will provide in a timely fashion, on request or otherwise, all facts and circumstances of which it knows or can reasonably assume that they are or may be relevant for the performance of the engagement. The Client guarantees the accuracy, completeness and authenticity of the information provided by it.
8. The Client accepts that the Contractor may engage one or more other lawyers of WERK Advocaten and/or third parties in connection with the performance of the engagement. The Contractor is always allowed to accept on behalf or in the name of the Client any limitations of liability of these parties. The Contractor and the Client may agree that the Client will enter into a separate contract for services with the third party. In that case, the Client and the third party engaged will establish a separate legal relationship that does not include the Contractor.

Fee for services

9. The Contractor will charge a fee for its services, based in principle on an hourly rate plus VAT, as well as the costs incurred, unless a fixed fee is agreed upon in writing or other arrangements have been made in writing. The engagement letter will state the fee. The Contractor is entitled to adjust the rates (fees) with effect from a future date. Disbursements, such as court fees and bailiff’s costs, are always at the Client’s expense. Travel time and travelling expenses incurred in connection with the handling of the case are not included in the agreed hourly rate and may be charged to the Client separately.
10. In principle an invoice with a specification will be sent to the Client each month for the services provided until that time.

11. The Contractor is entitled to invoice an advance payment to the Client at any time, including during the performance of the engagement. Such advance payment will be settled with the final invoice. No interest will be paid on advance payments. Advance payments in different matters for the same Client may be settled amongst one another. At any rate, an advance payment in one matter may be used as advance payment in a different matter where no advance payment was invoiced.
 12. The term of payment of invoices will be 14 days after the invoice date. If payment is not made on time, the Client will enter default by operation of law and will owe default interest at a rate equal to the applicable statutory interest rate under Section 119a of Book 6 of the Dutch Civil Code. The Client waives any right to claim a setoff or suspension of payment. All judicial and extrajudicial costs relating to the collection of the amounts due will be charged to the Client, at a minimum amount of 10% of the outstanding balance.
 13. If the client fails to make timely payment, which also includes any advance payment, the Contractor is entitled, after prior notice, to not commence, to suspend or to cease the provision of the services. The Contractor is not liable for any possible damage resulting from this.
- Liability**
14. The total liability of the Contractor under any legal grounds is limited to the cumulative amount that is paid out for the case in question under the professional liability insurance policy. If no payment is made under the said insurance policy for whatever reason, the aforementioned liability will be limited to a sum equal to the fee charged for that specific engagement up to a maximum of EUR 10,000 per occurrence or linked occurrences. Any claims against the Contractor will expire 12 months after the injured party became aware or should have become aware of the damage-causing event.
 15. The Contractor is never liable for indirect loss, consequential loss or loss of profits. The liability of the Contractor never extends beyond what is provided for in these General Terms and Conditions, irrespective of whether the claim(s) are based on agreement or on any other basis, in particular tort (*onrechtmatige daad*). The limitation of liability within the meaning of these General Terms and Conditions does not apply in case of damage caused by intent or gross negligence on the part of the Contractor or the Contractor's managing employees.
 16. The Contractor will exercise due care when engaging third parties and it will consult with the Client when selecting such third parties to the extent that such is reasonably possible. Any liability of the Contractor for any failures of such third parties is expressly excluded. The Contractor is deemed to be fully authorised by the Client to accept at any time on behalf of the Client any limitations of liability stipulated by such third parties.
 17. The Client will indemnify the Contractor against the consequences of any third-party claims for liability brought against the Contractor and/or the acting lawyer(s) in connection with the performance of the engagement, to the extent that such consequences are not covered by the Contractor's professional liability insurance policy. This indemnification in any event covers, but is not limited to, the costs of legal assistance incurred in connection with disciplinary complaints filed against the acting lawyer(s).
 18. If the Client files a disciplinary complaint against the acting lawyer(s) and this complaint is declared unfounded in an irrevocable decision, the Client will be obliged to reimburse the costs of legal assistance incurred by the acting lawyer(s).

Money Laundering and Terrorist Financing Prevention Act (“Wet ter voorkoming van witwassen en financiering van terrorisme”) and General Data Protection Regulation (GDPR)

19. The Client will furnish to the Contractor and in some cases to one or more engaged third parties the data that the Contractor and in some cases one or more engaged third parties need in order to fulfil the obligations under the applicable regulations including the Money Laundering and Terrorist Financing Prevention Act in order to establish the identity of the contractor and any affiliated persons. The Contractor and in some cases one or more engaged third parties are bound under the Money Laundering and Terrorist Financing Prevention Act to report unusual transactions to the competent authorities.
20. The Client indemnifies the Contractor and in some cases one or more engaged third parties against any claims of third parties and other losses incurred or yet to be incurred by the Contractor and in some cases engaged third parties in connection with the allegedly unlawful processing of personal data, insofar as the Contractor and/or one or more engaged third parties received these personal data from the Client or at the request of the Client.
21. The Contractor will provide the information required under the GDPR relating to the processing of personal data for the purpose of the contract for services to the person involved within the term specified by the GDPR.
22. Each of the parties will notify the other(s) without unreasonable delay as soon as this party has taken cognisance of a breach regarding personal data that are processed in the context of the contract for services. Prior to any reports filed to the competent authorities on the basis of the GDPR, the parties will enter into consultation on this matter.

23. Each of the parties will notify the other(s) as soon as it has taken cognisance of an investigation by a supervisory authority regarding personal data that are processed in the context of the contract for services.

Miscellaneous

24. The Contractor is entitled, without notice, to remove from its archives and destroy files and all the documents contained therein, including documents owned by the Client and/or third parties, if 5 years or more have passed after the relevant case has been closed.
25. Both the Contractor and the Client are entitled at any time to terminate the contract for services by written notice to the other party. In that case, the Contractor will remain entitled to payment of the fee for the services provided and not yet invoiced until the effective date of termination of the contract for services. The Contractor may also invoice the reasonable costs involved in transferring the case to another party.
26. Deviation of these General Terms and Conditions can only be binding if these have been agreed upon in writing with the Contractor.
27. If one or more provisions of these General Terms and Conditions appear to be invalid or unenforceable, either entirely or in part, such provisions are hereby replaced in advance by one or more provisions that do not suffer from such defect and that, to the extent possible, have the same effect as the provisions that are invalid or unenforceable. If necessary, the parties will in good faith consult on the exact wording of any such substitute provisions.
28. The legal relationship between the Contractor and the Client is governed exclusively by the laws of the Netherlands.
29. WERK Advocaten Complaints Procedure applies to all of our engagements. This procedure is available at www.werkadvocaten.nl. A copy will be sent upon request.



30. These General Terms and Conditions have been available at www.werkadvocaten.nl. A copy will be sent upon request. The Dutch text of the terms and conditions will prevail over the English text.

December 2020