

# GENERAL TERMS AND CONDITIONS GH ADVOCATEN

## ESTABLISHED AND HAVING ITS PLACES OF BUSINESS IN BOXMEER, GENNEP AND GROESBEEK

### DEFINITIONS

**Client:** natural or legal person with whom the private company GH Advocaten Boxmeer B.V./GH Advocaten Genneep B.V./GH Advocaten Groesbeek B.V., hereinafter referred to as: "GH Advocaten", has concluded one (or more) agreement(s).

### ARTICLE 1 APPLICABILITY

1. These General Terms and Conditions apply to all offers of and to all agreements concluded with GH Advocaten, unless otherwise agreed in writing prior to the offer or the conclusion of the agreement. More in particular, these General Terms and Conditions apply to all assignments given to GH Advocaten. These General Terms and Conditions are deemed also to apply to additional and/or follow-up assignments.
2. Any deviations from and/or additions to these General Terms and Conditions shall only apply insofar as they have been agreed in writing.
3. The General Terms and Conditions declared applicable by the Other Party are explicitly rejected by GH Advocaten and have thus never been accepted by GH Advocaten.

### ARTICLE 2 ASSIGNMENT

1. An assignment does not come into effect until it has been accepted by GH Advocaten.
2. Notwithstanding the provisions of Articles 7:404 and 7:407, paragraph 2 of the Netherlands Civil Code, every assignment shall only be accepted and performed by GH Advocaten and thus not by an individual lawyer connected to GH Advocaten. This means that the Client agrees that GH Advocaten shall have the assignment performed under its own responsibility by a lawyer connected to GH Advocaten or, if necessary, by a third party on the instruction of GH Advocaten.

### ARTICLE 3 FEE NOTES

1. For the performance of an assignment, the Client is due to pay the fees, plus disbursements, office expenses and turnover tax. Disbursements mean all costs paid or to be paid to third parties, such as court fees, legal charges, bailiff costs, etc. Office expenses include postage, paper, copying, telephone, fax, email as also expenses for the inspection of registers or data banks.
2. GH Advocaten is authorised to charge in the interim the fees due, pursuant to paragraph 1, to the Client during the performance of the assignment. The work shall be charged monthly in arrears to the Client, unless the scope of the work performed amounts to less than € 50.00 during this period. A record of hours shall be added. If the Client should have any questions about the fee notes, the Client should apply to the attending lawyer or the administrative department of GH Advocaten.
3. GH Advocaten is at all times entitled to require payment of an advance from the client. An advance payment received shall be set off against the next interim payment or the final payment of the assignment.
4. Unless explicitly otherwise agreed in writing between the Parties, GH Advocaten shall charge to the client on an hourly basis. The work will be charged in time units of 6 minutes. If the amount of the hourly rate has not been agreed, GH Advocaten shall invoice the basic hourly rate used by GH Advocaten for that calendar year for the work performed during the calendar year.
5. For cases addressed pursuant to the legal aid system, the provisions set out in this Article shall only apply to the costs charged to the Client on the basis of the decision to grant legal aid. The personal contribution shall be charged separately. Should, at any time, the legal aid be withdrawn by the Legal Aid Board, then all work performed shall be charged at the normal hourly rate.
6. The records of GH Advocaten, which concern the nature and duration of the work performed as well as the paid disbursements and office expenses serve as full evidence to the Client, unless the Client proves the contrary.
7. If court fees, the amount may differ for each proceeding, have to be paid to the Court, this amount must be paid by the Client on the day that the case is brought before Court. The court fees shall be charged to the Client beforehand or as soon as possible. If the court fees have not been paid in time - that is to say before the day that the case is brought before court - GH Advocaten shall reserve the right to postpone the start of the proceeding or the advance of the proceeding until the moment that the court fees have been paid. When no defence is put up as a result, the Court may possibly give a judgement against the defendant. Payment of the court fee to the Court is of crucial importance in the proceeding and the Client should take account of the payment term and pay the court fee due in time.

### ARTICLE 4 PAYMENT

1. Payment of the fee notes of GH Advocaten must be made within 14 days of the invoice date, unless otherwise agreed in writing.
2. If the payment term of 14 days or the otherwise agreed payment term is exceeded, the Client shall be in default by law and a contractual delay interest of 1% shall be due for each (part of a) month.  
GH Advocaten may opt to charge a delay interest that is equal to the lawful (commercial) interest.
3. Lawyers are obliged to maintain a trust account. GH Advocaten has placed this trust account with the Foundation for the Management of GH Advocaten Trust Accounts (*Stichting Beheer Derden gelden GH Advocaten*). Because all financial transactions with moneys of third parties occur through this account, the safety of the money of the Client is guaranteed. As these moneys are received in the separate trust account they cannot, except with permission, be used for anything else. A double signature requirement was imposed in view of this trust account. As a result, settlement may be delayed.
4. If GH Advocaten takes collection measures against the Client who is in default with payment of its fee notes, the collection costs shall be charged to the Client. The scope of the collection costs is arranged by the Standardization Extrajudicial Collection Costs Act and the accompanying Decree.

### ARTICLE 5 LIABILITY

1. Each liability of GH Advocaten is limited to the amount that would be paid in the concerned case pursuant to the third-party liability insurance mandatory taken out by GH Advocaten plus the amount of the excess according to the policy. Any further liability shall be excluded as also the applicability of Article 7:407 of the Netherlands Civil Code.
2. This limited liability does not apply in the event of intent or wilful recklessness by GH Advocaten.
3. GH Advocaten accepts no liability for the correctness of the information that it has obtained from written and/or electronic data files, including handbooks and/or on line data banks, unless it is generally known that the specific information source is incorrect and/or contains incomplete information.
4. GH Advocaten accepts no liability for failures by third parties that are engaged on behalf of the Client, such as accountants, tax consultants, other (foreign) lawyers, bailiffs, procurators and/or experts.

### ARTICLE 6 CHANGE OF ADDRESS

1. GH Advocaten is entitled to consider the address last given and/or known as the Client's correspondence address. The Client must report a change of address in writing to GH Advocaten.
2. If the Client no longer holds an address known to GH Advocaten - or does not (no longer) respond to (written) notifications and/or requests - GH Advocaten shall be entitled to suspend its activities with immediate effect and without further warning, and if necessary, to terminate it after written notification.

### ARTICLE 7 SUSPENSION AND SECURITY DEPOSIT

1. GH Advocaten is without further warning entitled to immediately suspend its activities or to immediately terminate them after written notification, if payment of the requested advance payment has not been received in time or if 14 days have expired after the periodical, interim fee note or any final fee note has become payable, and payment has not been received.

2. GH Advocaten is entitled to suspend the surrender of the file and/or the surrender of documents originating from the Client or from third parties until the amounts due by the Client - including interest and expenses - have been fully paid. If necessary, GH Advocaten shall make the documents available after the Client has transferred the amounts due - including interest and expenses - as security to the trust account of the Dean of the Netherlands Bar Association.
3. If the Client fails to pay in time, GH Advocaten - possibly with due observance of the applicable Rules of Professional Conduct of the Netherlands Bar Association - shall at all times be entitled to require surety for the payment of its fee notes.

#### **ARTICLE 8 DISPUTE SETTLEMENT RULES**

1. GH Advocaten has been audited and complies with the quality standards of the Netherlands Bar Association. Additionally, GH Advocaten is a member of the Disputes Commission for the Legal Profession.
2. Should the Client - despite the efforts of GH Advocaten - have complaints about the handling of the case, it should apply to the attending lawyer. This lawyer shall try to solve the complaints as soon as possible or - if the nature of the complaint gives rise thereto - submit the dispute / the complaint to the internal complaint handling department with the request to solve it. The Client may, if desired also apply to the complaint handling department itself.
3. If the complaint cannot be solved in the office, the Client may submit it to the Disputes Commission for the Legal Profession. For brevity's sake, GH Advocaten refers to [www.advocatenorde.nl](http://www.advocatenorde.nl), section Complaints and Disputes, for the full explanation of the competence and the working procedures of the Commission.

#### **ARTICLE 9 THE FILE**

1. If and insofar as the documents originating from the Client or third parties have not been taken back by the Client when the case is closed, the documents shall remain in the custody of GH Advocaten at the expense and risk of the Client, for 7 years at most after the date of the last fee note.
2. If the term referred to in paragraph 1 has exceeded, GH Advocaten shall be entitled to destroy (have destroyed) the file and all documents containing herein without notifying the Client to that end.
3. In the event of force majeure, GH Advocaten shall accept no liability for the loss of the file and/or the documents submitted. A situation of force majeure exists in any case in the event of theft, burglary, fire, flooding or vandalism. In all other cases, the liability of GH Advocaten pursuant to custody shall be limited to € 250.00 at most.

#### **ARTICLE 10 PRESCRIPTION**

Notwithstanding the legal provisions in force in respect of prescription, rights of action or claims for damages towards GH Advocaten are prescribed by 12 months after the last invoice date or after the start of the day following the day on which the damage became known or should have become known or if the claim is due and payable or would have become due and payable.

#### **ARTICLE 11 APPLICABLE LAW AND DISPUTES**

1. The legal relationship between GH Advocaten and the Client is subject to the applicable Dutch law.
2. Disputes shall only be submitted to the Dutch competent Court situated in the district where the concerned place of business of GH Advocaten is established, unless mandatory law should object this forum selection.

--- These General Terms and Conditions regard version 1, dated 21 June 2013 ---