

## §1. *Parties and agreement*

1.1. Loyal is a cost partnership consisting of partners. The partners can be natural persons or legal entities (hereinafter each separately referred to as “Lawyer” or “Contractor”). Each Lawyer is a user of the General Terms and Conditions, as referred to in Article 6:231 of the Dutch Civil Code (DCC), of which this is a translation. A list of members of the partnership, the partners, is provided upon written request.

1.2. All services and other work performed by a Lawyer are based on a contract for professional services to which the Contractor (Lawyer) and the Contract Awarding Party (Client) are parties. These General Terms and Conditions apply to all contracts for professional services entered into by a Lawyer, as well as to all additional contracts or subsequent assignments that may or may not be related to such contracts. Any applicability of general terms and conditions of a Contractor is excluded.

1.3. Contracts for services are awarded to a Lawyer, not to Loyal. Loyal and the other lawyers are therefore in no way liable for the performance by the Attorney-at-law of a contract awarded to that Lawyer.

1.4. Deviations from these terms and conditions are only possible if these have been agreed in writing. ‘In writing’ here and elsewhere also includes digital communication.

1.5. The Lawyer is authorised to amend these General Terms and Conditions unilaterally. If this power is exercised, the Client will be informed of this fact without delay by being sent the amended General Terms and Conditions, after which they will apply.

1.6. Both the Client and the Lawyer may terminate the contract, if desired with immediate effect, by giving written notice. In the event of termination, the Client must pay the fee for the work performed up to the moment of termination.

1.7. A Lawyer is not responsible for achieving any intended result.

## §2. *Fees and invoicing*

2.1. The Client woes the Contractor a fee for the performance of the contract, plus disbursements and turnover tax. The fee is calculated on the basis of the number of hours worked multiplied by an hourly rate to be set by the Contractor.

Hours worked include all the time spent on the file in question, including an initial meeting, telephone calls, file study, travel time, all correspondence and other messages sent or received in any way. Estimates of the expected costs or the number of hours are only indicative; no rights can be derived from them. Deviating price agreements such as fixed price or maximum costs or hours are only entered into by written confirmation by the Contractor, never orally. Every year, with effect from 1 January, the rate in current cases is increased by the CBS price index for the legal profession, with a minimum of 2%, rounded off to the whole euro. All amounts mentioned in statements made by the Contractor are exclusive of VAT, unless stated to the contrary. The Client gives permission to set off outstanding invoices against third-party funds, which permission may be withdrawn at any time. Advance bills will be settled with the last invoice after completion of the work.

2.2. Invoices from the Contractor must be paid within fourteen days of the invoice date, without suspension or setoff.

2.3. In the event of non-payment of late payment of invoices, the Contractor is entitled to suspend or terminate the work. Any liability on the part of the Contractor for any damage that may arise as a result of this is excluded. After expiry of the payment term, collection costs of 15% with a minimum of € 500.- and statutory commercial interests are due. The right to object to the amount of the invoice and/or the time spent on the corresponding specification of hours worked expires 30 days after the invoice date. After that date, these expenditures of time are deemed to have been approved by the Client, who can no longer derive any claims or defences against the Contractor from them.

2.4. It is the Client’s responsibility to ascertain the possibilities for third parties to pay the costs of legal aid. Those who have legal expenses cover run the risk of losing any entitlement to benefit when engaging a lawyer of their own choice. This need not always be the case; in the event of legal proceedings it may well be that the insurer is obliged to pay the legal fees. What is required is that the other policy conditions are met, which often includes the obligation to report the dispute to the insurer without delay. Those on low incomes may be eligible for government-funded legal aid, and a lawyer will be assigned to them

(*'toevoeging'*). As a general rule, the Contractor does not provide this type of legal aid, but may refer to a lawyer who is willing to do so, or to a legal aid office. More information about the possibilities for subsidised legal aid can be found at [www.rechtsbijstand.nl](http://www.rechtsbijstand.nl) and at [www.rvr.org/english](http://www.rvr.org/english).

### §3. *Third parties*

3.1. These General Terms and Conditions have also been drawn up for the benefit of former partners of Loyal and for the benefit of all other persons who work or have worked for the Lawyer and/or Loyal in any way whatsoever.

3.2. The Contractor may engage third parties or incur costs during or in connection with the performance of the contract. Provided they are reasonably incurred, these will be charged on to the Client. These costs may include court registry fees as charged by the court to handle a case, bailiff's fees, costs for experts, translations, and extracts.

3.3. The Contractor cannot be held liable for any non-performance of third parties engaged by it for the benefit of a contract and is authorised to accept any limitations of liability on their part on behalf of the Client. The Client indemnifies the Contractor against any claims from third parties and related costs reasonably arising from the contract.

3.4. Applicability of Articles 7:404 DCC (concerning an arrangement in case a contract is intended to be performed by a specific person) and 7:407(2) DCC (concerning joint and several liability in case a contract is performed by two or more persons) is excluded. The Client agrees that the Lawyer may have all or part of the contract performed by another Lawyer (and possibly at a different hourly rate).

3.5. Contracts are accepted and carried out exclusively for the benefit of the Client. Persons other than the Client cannot derive any rights from the work performed by the Lawyer or from the results of the work.

### §4. *Limitation of liability*

4.1. If, during the performance of a contract, an event occurs as a result of an act or omission that leads to liability on the part of the Contractor, such liability is always limited to the amount paid out in the relevant case under the (individual) professional liability insurance taken out by the Contractor, plus deductible.

4.2. The Contractor is insured in accordance with the guidelines drawn up by the Netherlands Bar up to an amount of € 5,00,000.-.

4.3. If, for whatever reason, no insurance payment is made, the Lawyer's liability is limited to the amount of the fee charged by the Lawyer in connection with the contract. However, any liability will never exceed € 25,000.-.

4.4. Any claim for damages against the Contractor lapses one year after the day on which the Client or the third party became aware of the damage.

### §5. *Complaints*

5.1. The Lawyers are affiliated to the Netherlands Bar, see [www.advocatenorde.nl](http://www.advocatenorde.nl), where the laws and regulations applicable to lawyers can be found, including the Rules of Conduct.

5.2. In compliance with the GDPR a Privacy Statement has been prepared. It can be found on the website and/or sent to the Client upon request.

### §6. *Storage of documents*

6.1. Files will be stored for five years after the closing thereof and subsequently destroyed, bar timely written request to the contrary.

6.2. Contrary to Article 7:412 DCC, legal action against the Lawyer for the submission of documents obtained by the Lawyer in connection with the contract lapses one year after the end of the work performed for the contract.

### §7. *Choice of law and jurisdiction*

7.1. The legal relationship between the Contractor and the Client is exclusively governed by Dutch law and is subject to the jurisdiction of the Court of Amsterdam.

### §8. *Miscellaneous*

8.1. The headings used in this document are there for pragmatic reasons; in the context of the interpretation of these general terms and conditions, they have no meaning whatsoever.

8.2. If this or any other translation of these general terms and conditions is used, the Dutch version will prevail.

