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AantjesZevenberg
ADVOCATEN

• REAGEREN: INFO@AANTJESZEVENBERG.NL

• WEBSITE: WWW.AANTJESZEVENBERG.NL

General terms and conditions for the provision of services AantjesZevenberg Advocaten in Rijswijk

Article 1: General

AantjesZevenberg Advocaten is a partnership of professional companies. The partnership is established in Rijswijk. All the provisions in these General Terms and Conditions are also made on behalf of the practising companies and their managing directors and of all persons working for the partnership.

Article 2: Applicability

These General Terms and Conditions apply to all legal relationships between the partnership and the client subject to any changes in these terms and conditions, which must be expressly confirmed in writing by both parties, and totally replace any general terms and conditions or terms and conditions of purchase otherwise applied by the client.

Article 3: Commissions

All commissions are accepted and performed solely by the partnership; Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code do not apply.

The partnership will perform this agreement to the best of its ability, observing the due care which may be expected of lawyers.

A commission only comes into being once it has been accepted by the partnership.

For the purposes of the conclusion of a commission, the partnership may only be represented by lawyers associated with the partnership's office.

Work is performed solely on behalf of the client. Third parties may not derive any rights from the content of the work performed.

Article 4: Liability

The partnership accepts no liability, except to the extent that a claim can be paid under the obligatory professional liability insurance where applicable, plus the amount of the excess on the relevant policy.

If and in so far as no insurance payment can be made under the said policy for reasons not relating to the specific circumstances of the relevant claim, the partnership's liability is restricted to the amount of the fee charged, up to a maximum of € 50,000 at all times and under all circumstances whatsoever.

The stipulations in the previous paragraphs apply mutatis mutandis to the partners of the partnership, including their managing directors.

The partnership is not liable for any shortcomings by third parties who are brought in to assist in the performance of commissions by the partnership.

Article 5: Fee

For the performance of a commission, the client pays a fee plus expenses, office costs and sales tax.

The partnership has the right to ask the client for an advance payment at any time. Any advance payment received will be deducted from the final account for the commission.

Unless agreed otherwise between the client and the partnership, the fee is based on a fixed hourly rate which may vary depending on the experience and specialist knowledge of the lawyers associated with the partnership's office. This rate is determined when the commission is accepted.

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The rates applied by the partnership are revised and corrected for inflation annually, with effect from 1 January of each year.
The fee does not depend on the outcome of the commission accepted unless the collection rates of the Netherlands Bar have been agreed.

Article 6: Payment

All statements sent out by the partnership are to be paid in full, without deductions, discounts or setoff, within 14 days of date of invoice.

If the client fails to pay within the period stated in the first paragraph, the client is in default by operation of law and is liable to pay interest at the statutory rate from the due date without any further notice of default and without prejudice to the partnership's other rights.

All reasonable judicial collection and other costs, including those in excess of the liquidation rate, and extrajudicial collection and other costs which are incurred by the partnership as a result of the client's failure to comply with payment obligations are payable by the client. The extrajudicial collection costs amount to at least 15% of the principal sum outstanding.

Article 7: End of the commission

Both the client and the partnership may cancel the commission agreement at any time. Notice of cancellation must be given in writing.

Article 8: Applicable law and choice of forum

All agreements between the client and the partnership are governed by the law of the Netherlands.

All disputes relating to agreements between the client and the partnership shall be settled by the competent court in the district of The Hague.