

hengeveld advocaten

general terms and conditions 2021

Article 1 the office

1. The Hengeveld Advocaten firm is a cooperation of lawyers working independently and for their own account under a common name.
2. Hengeveld Advocaten therefore does not only mean the partnership but also the lawyers working independently as well as the employees working for Hengeveld Advocaten.

Article 2 applicability of general terms and conditions

1. These general terms and conditions are applicable to all services (both assignments and other activities) of Hengeveld Advocaten, performed by the firm as well as by one or more lawyers and/or staff members connected to the firm.
2. Unless otherwise agreed in writing, the applicability of other general terms and conditions. under whatever name or from whomever, is expressly excluded.
3. The general terms and conditions are also applicable to offers and quotations of Hengeveld Advocaten.
4. Hengeveld Advocaten is entitled to unilaterally amend these general terms and conditions. Amended general terms and conditions are only applicable to already existing legal relationships if and in so far as the other party (parties) has (have) expressly agreed.

Article 3 order and execution

1. The services and activities of Hengeveld Advocaten are performed as an agreement of assignment, unless expressly agreed otherwise. Hengeveld Advocaten is considered to be the commissionee, the client the principal (hereafter referred to as "the client").
2. Notwithstanding articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code, assignments are accepted and carried out by Hengeveld Advocaten exclusively for

the benefit of clients. Third parties may therefore not derive any rights from the activities performed and their results.

Article 4 fee, rates and costs

1. Unless explicitly agreed otherwise. the fee will be calculated on the basis of the number of minutes worked multiplied by the hourly rate of the lawyer handling the case. In case of urgency demanded by the client or necessary work in the evening hours and in the weekend, the hourly rate can be multiplied by a factor of 1.5 of the regular hourly rate.
2. Any out-of-pocket expenses, such as court registry fees, bailiff fees, attachment and enforcement costs, as well as costs of witnesses and experts, will be charged to the client.
3. The client is liable for turnover tax on the lawyer's fee, which will be charged to the client at the same time as the fee. Disbursements, as referred to in article 4. paragraph 2 of these general terms and conditions, are not taxed unless explicitly stated otherwise. In that case, the client shall also owe turnover tax on these disbursements.
4. The fee at which Hengeveld Advocaten performs the activities will be agreed with the client in time. In case of follow-up activities the previously agreed fee is applicable, unless parties have explicitly agreed otherwise.
5. The agreed rate can be increased annually by the average CBS index for business services. In addition, changes in the importance of the case, the urgency, the lawyer's years of experience and the degree of specialisation may (temporarily) affect the rate. The client will be notified of such indexation in a timely manner and it will not have retroactive effect, unless this would be contrary to reasonableness.

Article 5 payment and third-party funds

1. The lawyer handling the case will send a bill to the client either in the interim or at the end of the instruction, The invoice will be accompanied by an hourly specification, unless a fixed amount has been agreed or this has been agreed otherwise.
2. Hengeveld Advocaten may require a retainer for carrying out the activities, which retainer must be credited to the account of the office or the attorney handling the case before the activities are carried out. The advance payment will be settled with

the final invoice. If the advance payment should prove to be insufficient and the case gives rise thereto. Hengeveld Advocaten is entitled to request an advance payment each time again.

3. The term of payment is 14 days after the date of the invoice. After this period has lapsed, the client shall also owe statutory interest. If payment is not made even after a reminder, the client shall be in default by operation of law and extrajudicial collection costs shall also be charged, amounting to 15% of the principal sum (including VAT), with a minimum of €100. In the event of a judicial collection procedure, the client shall owe both extrajudicial and judicial collection costs.
4. Complaints on the fee note should be made known in writing (or by e-mail) to the attorney in charge of Hengeveld Advocaten within 14 days after the date of the fee note, in default of which the client is considered to have acknowledged the correctness of the fee note. The complaint does not suspend the client's obligation to pay possible other invoices.
5. In case of non-timely or incomplete payment of an invoice or advance Hengeveld Advocaten is entitled to suspend the execution of the activities until all payment obligations have been fully complied with. In this case Hengeveld Advocaten is not obliged to hand over the file or any of its documents either.
6. Third party funds are paid into the bank account of Stichting Derdengelden Advocaten kantoor Hengeveld. In this context third funds are: monies collected by Hengeveld Advocaten on behalf of a client or for the execution of an assignment. Unless expressly agreed upon otherwise Hengeveld Advocaten will not pay any interest on amounts paid into the trust account,

Article 6 use of third parties

1. If necessary, Hengeveld Advocaten will consult the client before engaging the services of third parties and will exercise due care in the selection of these third parties. Hengeveld Advocaten shall, however, in no case be liable for mistakes or shortcomings of these third parties, nor for possible disappointed expectations regarding the result.
2. Hengeveld Advocaten is authorised to accept on behalf of the client any liability restrictions of third parties.

Article 7 liability

1. The liability of Hengeveld Advocaten is limited to the amount paid out on account of the professional liability insurance concluded by Hengeveld Advocaten, increased by the amount of the excess that is for the account of Hengeveld Advocaten on account of the applicable insurance in the case concerned, A copy of the insurance policy concerned may be inspected at the office of Hengeveld Advocaten and will be sent on request.
2. In case, for whatever reason, no insurance payment as referred to in article 7.1 is made, any liability is limited to an amount of the fee charged by Hengeveld Advocaten with respect to the assignment concerned with a maximum of € 50.000.
3. The client indemnifies Hengeveld Advocaten against all claims of third parties concerning the order and the activities performed by the third party for the order, including the costs to be made for the defence against these claims.
4. All claims of clients and third parties lapse if they have not been submitted in writing and motivated to Hengeveld Advocaten within three months after the event on which the claims are based has/have taken place.

Article 8 complaint handling

1. In case a client is dissatisfied with the services or the amount of the fee charged by an attorney at law associated with Hengeveld Advocaten, the client should first submit the objections in writing to the attorney handling the case.
2. After receipt of a complaint the acting attorney will discuss this complaint with the client and try to solve the problem in mutual consultation. If the client cannot reach a solution with the lawyer handling the complaint, the client may turn to the complaints officer of Hengeveld Advocaten, being Mr. E.J. Hengeveld or - if the complaint concerns Mr. Hengeveld - Mr. R.J.B. Baarspul. The complaints officer will give the client and the person about whom the complaint has been made the opportunity to give a (further) explanation of the complaint. The complaints officer will then consider whether the complaint can be resolved. If the client wishes to be represented by a third party, the complaints officer may require the client to submit an explicit authorisation to that effect.
3. The complaints officer will deal with the complaint within one month after it is received, or will notify the client if this term is deviated from, stating reasons, and stating the term within which a decision on the complaint will be made. The

complaints officer shall inform the client and the person about whom the complaint has been made in writing of the opinion as to whether or not the complaint is well-founded, whether or not accompanied by recommendations. If a solution is reached through the mediation of the complaints officer, this will be confirmed in a letter from the complaints officer concerned to the client.

4. The client shall not be obliged to pay any compensation for the costs of handling the complaint.
5. These complaints regulations are also applicable to the persons working under the responsibility of Hengeveld Advocaten.
6. If the client is of the opinion that the objections have not been satisfactorily resolved in accordance with Articles 8.1 to 8.3 of these general terms and conditions, and the complaint concerns the functioning of the lawyer as such, the client is free to file a complaint with the Dean of the Amsterdam Bar Association (www.advocatenorde-amsterdam.nl). The Amsterdam Bar Association can be reached at 020-589 60 00.

Article 9 confidentiality and privacy

1. For the purpose of providing the best possible service Hengeveld Advocaten processes personal data. HA only processes personal data which are necessary to the provisions of our services and for our administration.
2. Hengeveld Advocaten does not process personal data for any other purpose than the purpose for which they were supplied. Hengeveld Advocaten will not use these personal data for profiling, for marketing or any other analysis. Hengeveld Advocaten does use the data in order to comply with legal obligations for lawyers, such as the Code of Conduct for the Legal Profession (e.g. control of conflicting interests), the Law on the Reporting of Unusual Transactions and the Law on Prevention of Money Laundering and Fight against Terrorism.
3. In so far as Hengeveld Advocaten makes use of the services of third parties for the processing of personal data, Hengeveld Advocaten has entered into a processor's agreement with the third party concerned. Such processor's agreement contain conditions on the (strict) way of data processing and the security level on which these processors need to work.

4. In the unlikely event of a data leak Hengeveld Advocaten will handle it in accordance with the requirements of the law. Hengeveld Advocaten has included the necessary arrangements and guarantees in the processing agreements.
5. Any person concerned (i.e. the natural person) whose personal data are processed by Hengeveld Advocaten has the right to know which personal data Hengeveld Advocaten processes (right of inspection). This right of inspection only concerns personal data; other data concerning a person will not be disclosed and are confidential information of a law firm. Furthermore, each data subject has the right to request that his or her personal data be changed (right of amendment), the right to request that his or her personal data be (temporarily) processed and the right to request that his or her personal data be deleted from the Hengeveld Advocaten systems (right to forget). Hengeveld Advocaten will comply with the request, unless this is in conflict with the law or unless important interests oppose (complete) execution of the request.
6. The person concerned also has the right to request Hengeveld Advocaten to transfer his/her data to another office or a third party (data portability). Such a request only regards the personal data processed by Hengeveld Advocaten of the person concerned. Other data or personal data of others do not fall under this right.
7. Requests as referred to in paragraph 5 of this article may be addressed to: Hengeveld Advocaten, attn. Data Protection Officer, Keizersgracht 219, 1016 DV Amsterdam. Before complying with a request, Hengeveld Advocaten may ask the person concerned to identify himself in an appropriate way.
8. Hengeveld Advocaten will keep any personal data, as well as any files, for a period of 7 years after receiving the data or closing the file. After the period of 7 years 5 general terms and conditions Hengeveld Advocaten will proceed to destroy these data, unless the person concerned requests to keep the data longer or a justified interest of Hengeveld Advocaten prevents it. Hengeveld Advocaten will not be liable for any loss of data after the said period of 7 years.

Article 10 final provisions

1. To all assignments given to Hengeveld Advocaten as well as to any other legal relationships, other activities and/or disputes, Dutch law is applicable.
2. Any disputes shall be submitted to the competent court in Amsterdam.

3. In case of invalidity of one or more provisions of these general conditions, the validity of other provisions will not be affected. Hengeveld Advocaten will take care to replace the invalid provision - if necessary - by a valid provision of similar purport.

These general terms and conditions were adopted on August, 1st 2017 and entered into force as of that date. They were last amended on July 7th, 2021. The general terms and conditions can be found on the website of Hengeveld Advocaten and will be sent by post on first request free of charge. The general terms and conditions are available in the Dutch, English and German language. In case of linguistic or content discrepancy between the Dutch version and the English and/or German versions, the Dutch version shall prevail.

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