



GENERAL TERMS AND CONDITIONS

1.

These General Terms and Conditions will apply to all engagements provided to the partnership Van der Loeff familierecht Advocaten (hereinafter referred to as: Van der Loeff familierecht).

2.

Van der Loeff familierecht is a partnership of lawyers and mediators. A list of the partners of the partnership will be sent on request.

3.

The stipulations of these General Terms and Conditions have been drafted not only for the partners of Van der Loeff familierecht, but also for all lawyers and other persons who work at, for or on behalf of Van der Loeff familierecht, or all persons for whose acts or omissions Van der Loeff familierecht could be liable. The applicability of any other general terms and conditions is explicitly rejected.

4.

All engagements will be considered to be accepted exclusively by Van der Loeff familierecht. Thus only Van der Loeff familierecht will be the contracting party. This will apply even if the explicit or implicit intention is to have the engagement performed by a specific person. The applicability of Book 7, Sections 404 of the Dutch Civil Code (which gives rules for the latter case) and 407, subsection 2 of the Dutch Civil Code (which gives rise to joint and several liability in cases in which an engagement is given to two or more persons) and 409 of the Dutch Civil Code will be explicitly excluded. This means that the partners as well as those who work for or on behalf of Van der Loeff familierecht, whether or not in employment, are not personally bound or liable and the assignment does not end with their death.

5.

Van der Loeff familierecht will observe the due care of a good contractor in performing the engagements given to it and in the selection of other persons to be engaged by it. Van der Loeff familierecht will not be liable for the failures of the third parties engaged, except in the event of a wilful act or omission or gross negligence on the part of Van der Loeff lawyers.

6.

Van der Loeff familierecht processes personal data within the meaning of the Personal Data Protection Act and the General Data Protection Regulation in the execution of the engagements referred to in Article 1. Van der Loeff familierecht will process this personal data in a proper and careful manner in accordance with the aforementioned regulations. Van der Loeff familierecht refers to its privacy policy, which policy can be found on its website (www.vanderloeff.nl).



7.

A file is considered closed after the work has been completed. After closing the file, Van der Loeff familierecht stores a file exclusively digitally for a period of 7 years.

8.

If the performance of an engagement by Loeff familierecht leads to liability, such liability will always be limited to the amount paid out in the particular case under the professional liability insurance policy/policies taken out by Van der Loeff familierecht. If and in so far as, for whatever reason, no payment should be made under the professional liability insurance policy/policies, total liability will be limited to three times the fee charged in connection with the engagement, up to a maximum of € 15,000, unless there has been a wilful act or omission or equivalent gross negligence on the part of Van der Loeff familierecht.

9.

Claims for payment of damages will lapse by the passage of one year after the day on which the client was informed of the loss and the possible liability of Van der Loeff familierecht for that loss.

10.

Van der Loeff familierecht will observe the care it should take as a good contractor in the performance of the assignment it has been given and in the selection of other persons to be engaged by it. Van der Loeff familierecht is not liable for shortcomings of these third parties, except in the case of intent or gross negligence on the part of Van der Loeff familierecht.

11.

Van der Loeff familierecht will charge its work and costs incurred on a monthly basis, on the understanding that Van der Loeff familierecht may charge an advance /retainer at the start of the case. The advance will remain on deposit with Van der Loeff familierecht, and this advance will be deducted from the final invoice after the file has been closed. The work will be performed on the basis of an agreed hourly rate, which can be adjusted annually by Van der Loeff familierecht with effect from 1 January. From the time the new rates apply, these rates will also be charged in existing cases. Payment must be made without suspension or setoff within 15 days after the invoice date, unless a different payment period has been agreed explicitly and in writing. Barring immediate, written objection from the client, Van der Loeff familierecht and its Stichting Derdengelden (trust for clients' funds) will be entitled to set off funds received for or from the client against or to use or have them used to pay that which the client owes Van der Loeff familierecht.

12.

If the client still fails to pay in full within 15 days after a payment reminder has been sent, Van der Loeff familierecht will be entitled to charge the client statutory interest after the payment period has expired. Should payment not follow after a demand letter, Van der Loeff familierecht may claim compensation of judicial and extrajudicial



collection costs in accordance with the Extrajudicial Collection Costs (Standards) Act (Wet normering buitengerechtelijke incassokosten) and the corresponding Decree.

13.

Van der Loeff familierecht explicitly reserves the right to suspend its work for the client if the arrears of payment of the invoices amounts to more than €2,500 including VAT (€2,066.11 exclusive of VAT). Van der Loeff familierecht will be entitled to suspend its work only if at least 3 demand letters have been sent and Van der Loeff familierecht has explicitly stipulated in the last demand letter that if payment is not made after passage of a period specified in the letter, it will suspend its work.

14.

In principle, Van der Loeff familierecht does not participate in the system of legal aid. On the website www.rvr.org the client can check whether he/she is eligible for legal aid. As soon as the client indicates that he/she wishes to rely on financed legal assistance, Van der Loeff family law has the right to dissolve the agreement for this reason.

15.

Van der Loeff familierecht will charge the client for the disbursements it has paid for the client, such as for example the costs of extracts, court fees, bailiffs' fees, couriers' charges and translation costs.

16.

Van der Loeff familierecht reserves the right at all times to accept engagements only on an advance payment basis, or to continue performing engagements already given only if the client has made advance payments to cover the fees and disbursements due in the future, which disbursements will be determined by Van der Loeff familierecht. If any advance remains after performing the engagement and after settlement, this amount will be refunded to the client.

17.

At the client's request, Van der Loeff familierecht will send him/her the firms' complaints procedure. This procedure applies to all engagements as referred to in Article 1, and the procedure is set out on the website of the firm (www.vanderloeff.nl).

18.

The client is at all times free to terminate an assignment without notice. Van der Loeff family law greatly appreciates it if the client informs her of the reason for termination.

19.

These general terms and conditions are available in the Dutch and English language. In the event of a dispute about the content or purport of these general terms and conditions, only the Dutch text and its meaning will be binding.

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