

General terms and conditions Advocatenkantoor Elbertse

The organisation

1. 'Advocatenkantoor Elbertse' (Law Firm Elbertse) is a sole proprietorship (KvK-number 63429853). Within this organization there is one lawyer working: Mr. L.E.M. Elbertse.

The client and contractor

2. The client is the person who gives the assignment.
3. All assignments are given exclusively to and accepted by Advocatenkantoor Elbertse (the contractor) after which the agreement (of assignment) is concluded.
4. Only mr. L.E.M. Elbertse is authorized to bind Advocatenkantoor Elbertse.
5. Assignments can also arise as a result of or in connection with the use of the website maintained by Advocatenkantoor Elbertse.

Applicability terms and conditions

6. The provisions of these terms and conditions apply to every assignment, every follow-up assignment or modified or additional assignment that is given to Advocatenkantoor Elbertse, and also to all legal relationships arising therefrom or in connection to that.
7. These general terms and conditions also apply to any third party who, whether or not in employment, in the performance of any assignment is engaged or in connection therewith is liable or may be.

Execution of the assignment

8. Assignments are exclusively executed for the client. Third parties cannot derive rights from the content therein.
9. Advocatenkantoor Elbertse will take the appropriate measures for the preservation of the confidentiality of the client relationship in the execution of the assignment.
10. The client grants permission to utilize in communication all at that time usual means of communication.
11. Advocatenkantoor Elbertse will take due care when engaging a third party and will consult with the client as much as is customary or reasonable in relation to the client during the selection of this third party. Advocatenkantoor Elbertse is authorized by the client to accept conditions that apply in the relationship between them and the third party or are stipulated by the third party and if necessary to object to the client.
12. The client is aware that the lawyer must respect the rules of conduct imposed by the 'Nederlandse Orde van Advocaten' (The Netherlands Bar) in the exercise of its practice. The client accepts the consequences that may result from this.
13. The assignments do not extend to advice about foreign law or tax law.

Contact details

14. The client is responsible for the correct provision of the relevant address, mail and

telephone details, and all other contact details that are necessary to maintain contact with the client(s).

15. If the contact details change, the client is responsible to (in a timely manner) communicate the changed contact details. This is also the case if the details are changed by a third.
16. Insofar the client has knowledge or reasonably should have of the contact details and/or the changed contact details of others, that (will) influence the determination of the legal position and/or starting position in the relevant case, the client is obliged to pass this information on.

Fee

17. Unless otherwise agreed in writing, the fees will be determined on the basis of the hours worked multiplied by the applicable rate as will be determined by Advocatenkantoor Elbertse from time to time. The applicable rate will be stated in the order confirmation. Advocatenkantoor Elbertse is entitled to periodically adjust the applied rate.
18. In the event that the 'Raad voor Rechtsbijstand' (Legal Aid Board) has provided the client with a certificate (subsidized legal aid to persons whose financial means are limited), the client owes a personal contribution such as imposed by the Raad voor Rechtsbijstand for the activities that fall under the certificate (instead of the fee referred to in Article 17). In case the certificate is withdrawn, the fee as referred to in Article 17 will still be charged.
19. Expenses paid on behalf of the client (such as court fees and costs for extracts) are charged separately.
20. Advocatenkantoor Elbertse is at all times entitled to require an advance payment from its client(s). The amount of the advance required depends on the importance of the case, the urgency of the work to be performed and the estimate of the financial risk involved in the case.
21. The work, expenses incurred and any advance payments are charged monthly to the client. The declarations, without deduction, discount or debt settlement, must be paid within 14 days after the declaration date.
22. If payment is not made within these 14 days, the client is in default.
23. If payment is not made on time, Advocatenkantoor Elbertse is entitled to charge legal interest without further notice of default. If payment is not forthcoming after a reminder, there also will be extrajudicial collection costs due. At a court procedure, the costs of the procedure are also added to this.
24. The payments received will first be deducted from the litigation costs and extrajudicial costs, then on the interest accrued and finally on the principal sum.
25. If the client is in default with the payment of what is owed by them, Advocatenkantoor Elbertse has the right to suspend its activities.

This right will only be exercised after the client is informed of this in advance and they were given a short period of time to comply with their payment obligation. The duration of the aforementioned short period of time will be adjusted to the circumstances of the case.

Cancellation

26. The client has at all times the authority to end the assignment by cancellation. This cancellation must be made in writing.
27. Advocatenkantoor Elbertse has the authority to cancel the assignment, with due observance of such a period of time and in such manner as to serve the interests of the client as much as possible.
28. Cancellation does not affect the liability of the fee for work already performed.

Archiving

29. After the end of the assignment, the client can request within a time period of four weeks for (a copy of) the documents present in the file to give it to them for free on their request. If the client does not pick up the documents themselves shipping costs can be charged.
30. After these four weeks, Advocatenkantoor Elbertse is free to digitize or archive the documents externally.
31. The (digital) file is kept for a period of five years after the end of the case. Requesting of pieces during this period is possible for a fee of € 25,00.
32. At the end of the term, the (digital) documents will be destroyed.

Exclusion of liability

33. Any liability arising out of or in connection with the execution of an assignment is limited to the amount that the case in question is paid out by the contracted liability insurance company, increased by the amount of the under this insurance applicable excess. A copy of the policy and the conditions are available on request.
34. If this professional liability insurance, for whatever reason, does not entitle to payment then any liability in any event is limited to twice the fee charged in connection with the case in question and paid on time by the client in the twelve months prior to the moment when the event leading to liability occurred.
35. Advocatenkantoor Elbertse is not responsible for damage resulting from shortcomings of engaged third parties conform article 11. Third parties will never be directly addressed by the client.
36. The client indemnifies Advocatenkantoor Elbertse for all claims and costs of third parties if in any way related to the work performed for the client.
37. Advocatenkantoor Elbertse is not liable for any damages that the client may suffer which arose as a result of a suspension of work as referred to in article 25.

Applicable law and settlement of disputes

38. If the client has a complaint, they will make this known to Advocatenkantoor Elbertse. The client must do so within one year after he became aware or could reasonably have become aware of their complaint.
39. Advocatenkantoor Elbertse will handle the complaint in accordance with the applicable office complaints procedure.
40. If this internal complaints procedure does not lead to a solution, the client can turn to the competent court as far as it concerns a dispute which the court can decide on. Because Advocatenkantoor Elbertse is located within the district of The Hague (at least) the court of The Hague is competent.
41. The client is free to – if the client suspects that Mr Elbertse does not comply with the rules of conduct of the Netherlands Bar – file a disciplinary complaint with the Netherlands Bar.
42. If the assignment is related to a mediation, then the client can also address the vFAS, in accordance with the mediation agreement, or the MfN.
43. Dutch law is applicable.

General Terms and conditions drawn up on January 1st, 2023.