

## General terms and conditions

### Article 1. Definitions

- 1.1 These general terms and conditions apply to all legal relations between *RWV Advocaten* (a partnership referred to hereinafter as 'RWV') and/or *Stichting Beheer Derdengelden* (a trust for the management of client funds, hereinafter referred to as 'the trust') in Leiden, on the one hand, and its or their counterparty or counterparties (hereinafter referred to as 'the client') on the other. All legal relations between RWV and/or the trust on the one hand and the client on the other hand are referred to hereinafter as 'the contract of engagement'. RWV is a partnership whose partners include members of professional corporations.

### Article 2. Acceptance of these general terms and conditions

- 2.1 The client accepts that these general terms and conditions also apply to any legal relations between the client on the one hand and RWV's partners, managing partners, any persons employed or previously employed by RWV and any third parties engaged by RWV on the other hand. All these persons are entitled to rely directly on these terms and conditions.

### Article 3. Instructions

- 3.1 The client accepts that a contract of engagement is formed with RWV. This also applies even if it is the client's express or tacit wish that the services in question be rendered by a specific individual. Contrary to the provisions of articles 404, 407 (2) and 409 of Book 7 of the Dutch Civil Code, even where instructions are given with a view to the services being provided by a specific individual, no partner or other individual who takes instructions for and on behalf of RWV, whether employed by RWV or not, is personally obliged or liable to follow such instructions; the contract of engagement is not terminated as a result of their death.

### Article 4. Liability

- 4.1 RWV's liability is limited to the value of the insurance benefit paid in the relevant case under RWV's professional indemnity insurance policy, plus any excess. RWV's professional indemnity insurance policy complies with the rules of the Dutch Bar Association.
- 4.2 If and insofar as there is no entitlement to a benefit under RWV's professional indemnity insurance policy, RWV's liability is limited to €50,000 or, where the fee charged by RWV in the relevant case is larger than this amount, to the value of the fee charged, subject to a maximum of €100,000.
- 4.3 Any liability on the part of the persons referred to in Article 2.1 of these general terms and conditions is excluded. This irrevocable third-party clause may be invoked at any time by the person or persons concerned.
- 4.4 RWV does not accept liability for failures by third parties engaged by RWV. If requested to do so, RWV will immediately transfer to the client any rights it may hold against the third party or parties concerned as a result of the loss or damage caused to the client by the third party or parties.
- 4.5 Any liability claim must be preceded by a written complaint addressed to the management of RWV. Any claim for liability brought by the client lapses twelve months after the date on which the work relating to the claim was completed.

### Article 5. Professional fee, out-of-pocket and other expenses, and advance payments

- 5.1 Unless otherwise agreed in writing, the client is charged a professional fee, plus out-of-pocket expenses, a fixed office charge, travel and accommodation expenses and VAT, as remuneration for the professional services provided. The office charge is fixed at 7% of the professional fee.
- 5.2 Unless otherwise agreed, the professional fee is based on the number of hours worked, multiplied by the hourly rate set each year by RWV for each member of its staff. These hourly rates may be adjusted every year in accordance with the rate of inflation or with the increase in the years of experience of the member of staff in question.
- 5.3 RWV is entitled to require the client to make an advance payment. Any advance payment is credited

against the final invoice. Advance payments are not credited against interim invoices. The sums invoiced by RWV must be paid in full, without any deduction, suspension or set-off, within 14 days of the invoice date.

- 5.4 RWV applies payments received from the client in the first instance to pay for any expenses owing and in the second instance to pay for any interest owing; the remainder is applied against the oldest outstanding invoice, irrespective of any wishes expressed by the client with regard to the purpose of the payment.
- 5.5 The client is automatically deemed to be in default if payment is not made within the time limit referred to in Article 5.3. In such an event, the client is charged interest at a rate of 1% per month as from the date by which payment should have been made until the date on which the outstanding debt is paid in full. If RWV starts a debt collection procedure or instructs a third party to start a debt collection procedure as a result of the above, the client will be charged an amount representing 15% of the invoice amount, subject to a minimum of €150, plus interest at the statutory rate, to cover the costs of extrajudicial collection, regardless of the amount of costs actually incurred. RWV is at all times entitled to charge the client for the actual costs of extrajudicial collection if these are higher than 15% of the invoice amount. RWV is entitled to suspend its services if an invoice is not paid on time.
- 5.6 If a client is a natural person who is not acting in the course of a business or profession (hereinafter referred to as 'the consumer'), and if payment is not made within the time limit referred to in Article 5.3, the consumer will be charged interest at the statutory rate as from the date by which payment should have been made until the date on which the outstanding debt is paid in full. If RWV starts a debt collection procedure or instructs a third party to start a debt collection procedure as a result of the above, the consumer will be charged an amount in accordance with the provisions of the Extrajudicial Collection Costs (Maximum Amounts) Act and with the Extrajudicial Collection Costs (Fees) Decree that is in force on the invoice date, to cover the costs of extrajudicial collection.

#### **Article 6: Trust**

- 6.1 The client irrevocably authorises RWV and the trust to pay any outstanding invoices from the client's balances in the trust's account.
- 6.2 The interest received by the trust on funds outstanding for more than fourteen days accrues to the party entitled to the interest, less any bank charges, including any negative interest, and a charge of 1/4 percent per annum of the amount involved.
- 6.3 The trust will pass on to the client any negative interest that is charged to the trust.

#### **Article 7. Termination**

- 7.1 Both the client and RWV are entitled to terminate the contract of engagement, if desired with immediate effect, by notifying the other party in writing.
- 7.2 Once a case has been concluded, all original documents supplied by the client and held on file by RWV will be returned at the client's request, after which any remaining documents will be retained for seven years. RWV is entitled to destroy the documents, or to arrange for the documents to be destroyed, upon the expiry of this period.

#### **Article 8. Money Laundering and Terrorist Financing (Prevention) Act**

- 8.1 RWV is obliged by law to verify the identity of any person to whom it supplies services and is also obliged to ascertain whether the services supplied fall under the scope of the Money Laundering and Terrorist Financing (Prevention) Act (hereinafter referred to as 'the Act'). The client will cooperate in the manner laid down in the Act. RWV will record and store the requisite data in accordance with the terms of the Act. The client acknowledges that RWV is obliged under the Act to disclose any unusual transactions to the competent authorities.

#### **Article 9. Personal data**

- 9.1 RWV believes it is vitally important for data to be handled with care and seeks to respect the privacy of all persons whose personal data it processes. The privacy notice was last amended on 2 February 2021 and has been posted on RWV's website ([www.rwv.nl](http://www.rwv.nl)). RWV reserves the right to unilaterally amend this privacy notice.

**Article 10. Obligation to provide information**

- 10.1 The client is obliged to provide all information that is needed for the provision of legal services.
- 10.2 If the client fails to provide the information required, RWV is entitled to terminate the contract without incurring any liability in this connection.

**Article 11. Third parties involved in the performance of the contract**

- 11.1 RWV is entitled to use the services of third parties for the purpose of performing the contract of engagement.
- 11.2 The other provisions of these general terms and conditions apply to services provided by third parties.

**Article 12. Copyright**

- 12.1 The copyright in work produced by RWV is vested in RWV.

**Article 13. New general terms and conditions**

- 13.1 If RWV adopts a new set of general terms and conditions, these enter automatically into force. Consumers are entitled to terminate any contract or contracts they may have entered into with RWV if any provisions of the new general terms and conditions are prejudicial to the interests of consumers.

**Article 14. General**

- 14.1 Should any provision of these general terms and conditions be deemed to be void, invalid or unenforceable, the remaining provisions will remain in full force insofar as the remaining provisions, in the light of the scope and purpose of the general terms and conditions, are not inextricably linked to the void or unenforceable provisions. In such an event, the invalid provision will be replaced by a valid provision that is consistent with the purpose and scope of these general terms and conditions, and the wording of which approximates that of the invalid provision as closely as possible.
- 14.2 The contract of engagement and any obligations arising from it are governed by Dutch law. The court in The Hague has exclusive jurisdiction to rule on any disputes arising in connection with these, on the understanding that RWV is at all times entitled to submit a dispute for adjudication to any other court.
- 14.3 These general terms and conditions are available in both Dutch and English. The Dutch text is binding in the event of any dispute about their contents.
- 14.4 The general terms and conditions have been filed at the registry of the court in The Hague, the Netherlands, under no. 9/2022, and have also been posted on RWV's website ([www.rwv.nl](http://www.rwv.nl)).