

GENERAL TERMS AND CONDITIONS OF MEESTERS VAN ZAKEN

Instructions

1.1 All instructions are deemed to have been given to and accepted by Meesters van zaken. This also applies if it is the explicit or tacit intention that the instructions are to be carried out by a certain person. The operation of Sections 7:404 and 7:407 subsection 2 of the Dutch Civil Code are excluded.

1.2 The client indemnifies Meesters van zaken against any claims by third parties, including the costs of legal assistance which are in any way associated with the activities carried out for the client unless all this is the result of gross negligence or intention.

Fee and disbursements

2.1 The costs of Meesters van zaken carrying out the instructions include the fee and disbursements.

2.2 Unless explicitly arranged otherwise between the parties or arising from the nature of the instructions, the fee will be determined on the basis of the time spent in units of at least 5 minutes and the hourly rate applicable to the respective instructions.

2.3 The hourly rate is determined by taking as a starting point the basic hourly rate to be determined periodically by Meesters van zaken, multiplied by a factor depending on the experience, the specialist knowledge, the financial interest and the extent of urgency.

2.4 Unless explicitly agreed otherwise, Meesters van zaken will be entitled to index-link the said basic hourly rate (annually) even while the instructions are being carried out.

2.5 The disbursements consist of the actual costs incurred paid by Meesters van zaken for the benefit of the client in connection with the instructions (such as, but not limited to, the court fee, bailiff's costs, travel expenses, costs of other than normal delivery by post and costs of extracts). The office costs are included in the fee.

Subsidised legal aid

3.1 Pursuant to the Dutch Legal Aid Act (*Wet op de Rechtsbijstand*) within certain limits a so-called 'toevoeging' (legal aid assignment) can be obtained. In this connection the government will partially pay the fee of the advocate assigned to the client. Of importance in any event are: the income and capital of the client and the cohabiting partner and the importance and nature of the case.

3.2 If a legal aid assignment has been issued the client must pay to the advocate a 'personal contribution'. The amount of this depends on the income. In addition, the client still has to pay a proportion of the costs.

Payment

4.1 Invoices for the activities carried out are in principle sent monthly. Complaints with regard to the invoices must be made known within 14 days after having received the invoice and failure to do so will cause any right to lapse.

4.2 The payment period amounts to 30 days unless otherwise agreed.

4.3 If an invoice is not paid within the payment period, the statutory (commercial) interest rate increased by two percent will be due.

4.4 If payment is not forthcoming even after a demand, debt collection costs will be due with a minimum of € 150,-.

4.5 If an invoice is not paid within 30 days, Meesters van zaken can suspend its activities. Meesters van zaken will not be liable for loss arising as a result of this suspension of the activities.

Advance

5. Meesters van zaken can demand an advance from the client for the fee and/or costs before commencing the instructed activities.

Third-party funds

6.1 Funds accruing to the client will be paid on as soon as possible. Funds not yet passed on are managed by the Stichting Beheer Derdengelden Meesters van zaken foundation.

6.2 Any costs and negative interest as a result of managing funds accruing to the client will be charged to the client.

(Professional) liability

7.1 Meesters van zaken has a liability insurance which complies with the requirements of the Netherlands Bar Association.

7.2 Any liability of Meesters van zaken is limited to the amount that will be paid in the respective case in connection with this insurance. If and insofar as for any reason whatsoever no payment takes place under the said insurance, any liability will be limited to the amount invoiced or to be invoiced to the client for the respective case, up to a maximum amount of € 2.500,-.

7.3 Any liability claim by the client must be submitted immediately but not later than within three months after the client has discovered the ground for the liability. This cause of action will lapse if the client has not brought the claim before the competent court within one year after having made the discovery.

Archiving

8. Except insofar as otherwise arising from the law or specific regulations of the professional group, the original documents provided by the client will be returned after the instructions have ended. For that matter the respective file will be saved for five years.

Complaints

9. Meesters van zaken has joined the Complaints and Dispute Scheme of the Netherlands Bar. If required by the client this scheme can be applied. The regulations will be sent on request.

Applicable law / competent court

10. The legal relationship between Meesters van zaken and its client is governed by Dutch law. Subject to the provisions in Clause 9, the District Court Midden-Nederland in Utrecht has jurisdiction to hear any dispute between Meesters van zaken and the client, notwithstanding Meesters van zaken's right to submit a dispute to a different court.

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