

## **General Terms and Conditions of LOYR | Advocaten van nu**

### **1 LOYR**

1.1 LOYR is a partnership. A partner may be either a natural person or a practice with corporate personality (each referred to individually hereinafter as "Attorney-at-law"). Each Attorney-at-law uses these General Terms and Conditions, within the meaning of Section 231 of Book 6 of the Dutch Civil Code.

### **2 Applicability**

2.1 These General Terms and Conditions are applicable to and form part of all legal relationships between an Attorney-at-law and the person or entity (hereinafter referred to as "Client") with whom the Attorney-at-law has entered into a contract for services to be provided by the Attorney-at-law in the widest sense of the word. A legal relationship is defined to include (but is not limited to) all engagements (whether contractual or pursuant to the law), also including supplementary contracts and follow-on contracts, all communication (written, electronic and oral) and the use of the website [www.LOYR.nl](http://www.LOYR.nl).

2.2 The provisions in these General Terms and Conditions are also applicable to and also extend to persons employed by or perform work on behalf of an Attorney-at-law or for whom an Attorney-at-law is (otherwise) liable. If, notwithstanding Article 3.2, it should be found that an engagement has been awarded to LOYR, then to that extent the provisions in these General Terms and Conditions will also be applicable to LOYR and also serve for the benefit of LOYR.

2.3 The provisions in these General Terms and Conditions are also applicable to the extent possible in law to an Attorney-at-law in his capacity as receiver.

2.4 The applicability of General Terms and Conditions or other provisions or conditions of a Client is expressly rejected.

### **3 Engagements**

3.1 An engagement between an Attorney-at-law and a Client comes into effect through the award by a Client of an engagement and the acceptance of the engagement by the Attorney-at-law.

3.2 Engagements are awarded to an Attorney-at-law, not to LOYR. The Attorney-at-law to which an engagement is awarded will be evident from the circumstances of the case, such as (but not limited to) a written or other confirmation of engagement and a written or other order confirmation. LOYR and the other Attorneys-at-law are therefore in no respect liable for the execution by the Attorney-at-law of an engagement awarded to the Attorney-at-law.

3.3 Engagements are accepted and executed by an Attorney-at-law with the exclusion of Section 404 of Book 7, Section 407 paragraph 2 of Book 7 and Section 409 of Book 7 of the Dutch Civil Code. The Client consents to the possible delegation by the Attorney-at-law of all or part of the engagement to a different Attorney-at-law (possibly with a different hourly rate).

3.4 Engagements are accepted and executed for the benefit of the Client exclusively. Parties other than the Client are unable to derive any rights from the engagement and its execution.

#### **4 Third-party engagement**

4.1 An Attorney-at-law is at liberty to engage third parties in the execution of the engagement.

4.2 Third parties (including but not limited to, bailiffs, civil-law notaries, tax specialists, advisers or other attorneys-at-law) will be engaged only by or on behalf of the Client, unless otherwise agreed. The Attorney-at-law is also entitled to enforce against the Client any conditions of any third party engaged on behalf of the Client.

#### **5 Fees**

5.1 Unless agreed to the contrary in writing or electronically between an Attorney-at-law and a Client, the Attorney-at-law performs his work on an hourly basis. Where legally required, the hourly rate and any costs are subject to the addition of 21% VAT. The Attorney-at-law is free to review his hourly rate periodically, usually on 1 January each year. The Attorney-at-law will notify the Client of any review of this kind in writing or electronically.

5.2 The work of an Attorney-at-law is recorded in time units of 6 (six) minutes, where each part of this time unit is recorded as a full 6 (six) minutes. Unused parts of time units therefore do not accumulate, regardless of whether they relate to (a continuation of) the same activity.

5.3 Expenses incurred in the execution of the engagement, such as travel and accommodation expenses, and charges of third parties (including, but not limited to, the Chamber of Commerce, Kadaster (the Dutch Land Registry Office) and the judicial authorities) will be passed on. Expenses will be charged to the Client at any time at the Attorney-at-law's discretion.

5.4 An Attorney-at-law is entitled at any time to require the Client to make payment on account in advance. Payment on account may be applied to settle either fees or expenses. Unless agreed otherwise in writing or electronically between an Attorney-at-law and a Client, the Attorney-at-law will commence work only upon receipt of the payment on account from the Client.

5.5 Unless agreed otherwise in writing or electronically between an Attorney-at-law and a Client, the Attorney-at-law's bills must be paid in full within 14 (fourteen) days of the date of the bill. The Client will be in default by operation of law if this period expires.

5.6 Where payment is not made in good time, the Client will be liable to the Attorney-at-law for extrajudicial costs. These costs are 10% of the total amount receivable (therefore including expenses and VAT), with a minimum of EUR 250. All costs that are connected with the judicial collection of bills (or parts thereof) that are not paid in good time are to be borne by the Client, also including the full legal costs.

5.7 The Attorney-at-law is authorized to suspend work at any time if the Client fails to comply with one or more provisions of these General Terms and Conditions, or if there is a reasonable expectation of noncompliance by the Client.

#### **6 Duty of disclosure**

6.1 The Client is obliged to provide the Attorney-at-law correctly, promptly and fully with all information (i) of possible relevance to the execution of the engagement and (ii) as requested by the Attorney-at-law. The Client vouches for the correctness and completeness of all information

(written, electronic and oral) provided to an Attorney-at-law, and warrants that the information is not misleading.

## **7 Complaints**

7.1 If in the opinion of the Client the Attorney-at-law has failed in the proper performance of an activity, the Client must notify the Attorney-at-law accordingly in writing with a statement of the reason within 14 (fourteen) days of the date that the Client discovered, or in reasonableness should have discovered, the defective performance, in the absence of which the Client will have no further recourse regarding the alleged defective performance.

7.2 Complaints will be handled in accordance with the LOYR complaints procedure, which is posted on the website [www.LOYR.nl](http://www.LOYR.nl).

## **8 Liability**

8.1 An Attorney-at-law (any reference in this Article 8 to "Attorney-at-law" is also taken to refer to LOYR) does not guarantee the achievement of any envisaged result.

8.2 Any liability of an Attorney-at-law is limited to the amount that will be paid out in a given case under LOYR's professional liability insurance. The limitation does not include the amount of the excess of the professional liability insurance policy. If the professional liability insurance provides no cover and/or no amount is paid out, then any liability of an Attorney-at-law is limited to a maximum amount of EUR 10,000 (ten-thousand euros).

8.3 An Attorney-at-law is not liable for or on behalf of third parties (including, but not limited to, bailiffs, civil-law notaries, tax specialists, advisers or other attorneys-at-law) or their methods of performing acts, executing work or complying with contracts (or conversely of non-performance or defective performance, execution or compliance).

8.4 The Client indemnifies each Attorney-at-law against all claims from third parties arising from or connected with an engagement awarded by the Client.

8.5 An Attorney-at-law is not liable for indirect loss, such as (but not limited to) consequential loss or loss of turnover.

8.6 The Client is obliged to take out sufficient insurance for the activities he performs or will perform and that are connected with the engagement awarded to an Attorney-at-law. The Client is obliged to do all that is within reason to limit damage for which an Attorney-at-law is liable. An Attorney-at-law is not liable for losses that (i) are not covered by an insurance policy, but would have been covered if the Client had taken out sufficient insurance as referred to in this Article, and (ii) arose through or were exacerbated by noncompliance of the Client with his obligation to limit damage as referred to in this Article.

8.7 The Client must pay any court fee in good time and in full, also complying with the Dutch Court Fees (Civil Cases) Act. Failure to pay court fees in good time and in full may have adverse consequences. An Attorney-at-law is not liable for the consequences of any late or incomplete payment of court fees if the Client was notified of the court fee prior to the end of the payment period for the court fee.

## **9 Waiver of right**

9.1 The Client hereby waives his right of setoff and suspension. The Client also waives his right to impose prejudgment attachment (i) against an Attorney-at-law or LOYR or (ii) against himself if doing so would frustrate any payment obligation to an Attorney-at-law.

## **10 Termination**

10.1 An Attorney-at-law and a Client are at liberty at any time to terminate a contract for professional services between them. Any termination of the contract will have no effect on the sums owed for work and any expenses that have been and are yet to be billed.

## **11 Changes**

11.1 These General Terms and Conditions may be changed unilaterally by LOYR from time to time. The changed conditions will be sent to the Client in writing or by electronic means at least 14 (fourteen) days prior to their effective date. The changed conditions will come into force on the effective date, unless prior to that date the Client terminates the contract between him and the Attorney-at-law. After the effective date the changed conditions are also applicable to the period prior to the change.

## **12 Nullity**

12.1 If and to the extent that any provision in these General Terms and Conditions is or becomes fully or partially invalid, void or unenforceable, this invalidity, nullity or unenforceability will have no effect on the other provisions, and these General Terms and Conditions will remain in force in other respects.

12.2 Any invalid, void or unenforceable provision (or any part thereof) will be replaced by a valid, non-void and enforceable provision. The replacement provision must be consistent with the content and import of the remaining content of these General Terms and Conditions.

## **13 Other**

13.1 These General Terms and Conditions (and the Dutch version) are available for inspection by a Client at LOYR and will be sent in writing or by electronic means to a Client on request. These General Terms and Conditions are also posted on the website [www.LOYR.nl](http://www.LOYR.nl).

## **14 Disputes**

14.1 Dutch law is applicable exclusively to these General Terms and Conditions and all obligations (whether contractual or pursuant to law) that arise from or are connected with these General Terms and Conditions.

14.2 All disputes that arise from or are connected with these General Terms and Conditions, including disputes concerned with the existence or the validity of these General Terms and Conditions, and all obligations (whether contractual or pursuant to law) that arise from or are connected with these General Terms and Conditions, will be brought in the first instance before the competent court in Amsterdam exclusively (therefore to the exclusion of other forums).

**15 Language**

15.1 These General Terms and Conditions have been translated into English. In the event of any dispute about these General Terms and Conditions, the Dutch text and meaning thereof under Dutch law are binding exclusively.

**Version**  
April 2016