

General Conditions (May 2016)

1. These General Terms and Conditions apply to all assignments to mr. drs. W.J.H. de Jong or mr. J.E.M.C. Moons (hereinafter: the partners).
2. Under the rules set by article 5.5. of the Verordening op de advocatuur the partners operate under the common name dejong\*moons partners
3. Any assignment by a client is deemed to have been given exclusively to the partner that has accepted assignment.
4. Unless otherwise agreed upon in writing, fees will be based on the time worked multiplied by the applicable rates. Disbursements incurred on a clients behalf will be charged separately. A percentage of the fees will be charged to cover general office costs. All amounts to be mentioned exclude value added tax.
5. As a rule, invoicing will take place on a monthly basis. Payment is due within a period of 20 days, starting on the date of the invoice. If payment is not made timely, the partners may, without further notice, exercise their right to charge and receive statutory interest. In addition extrajudicial costs can be claimed of 15% over the amount owed, with a minimum of € 100. An advance payment may be requested at any time for work that has been or will be carried out. Work may be suspended if an advance payment is not provided.
6. If, in the course of an assignment, an event occurs that leads to any liability on the part of one of the partners, such liability shall be limited to the amount that is paid out in that specific case under the professional indemnity insurance of the partner concerned , increased by the amount of the applicable deductible (“eigen risico”).
7. If one of the partners is liable for damages to persons or property, such liability shall be limited to the amount paid out in that specific case under the general professional corporate liability insurance (AVB) of the partner concerned, increased by the amount of the applicable deductible ( “eigen risico”).
8. Claims for damages shall expire after a period of one year from the day following the day in which the client became aware of the damages and of the partner concerned as the liable party.
9. If a partner engages a person not associated with the law firm to perform an assignment from a client, the partner shall not be liable vis-à-vis the client for any error or omission (fout) made by such person. By instructing the partner, the client gives the partner authority to accept on behalf of the client a limitation of liability stipulated by such person.
10. These General Terms and Conditions may be relied on by the partners and each person associated with de the law office, including but not limited to any legal successor under universal title of any person associated with the offices of dejong\*moons, any person formerly associated with the offices of dejong\*moons, and any legal successor under universal title of a person formerly associated with the offices of dejong\*moons.
11. Pursuant to applicable legislation (including the Act on the Prevention of Money Laundering and Terrorist Financing (Wet ter voorkoming van witwassen en financieren van terrorisme), the partners are obliged to verify the identity of their clients and to report certain unusual transactions to the authorities in certain circumstances. By instructing a partner, clients confirm that they are aware of this obligation and give their permission, insofar as this is required.
12. Dutch law shall govern the legal relationship between the partners and their respective clients. Any dispute between a partner and a client shall be resolved in the first instance exclusively by the District Court (rechtbank) of Arnhem, the Netherlands.
13. A Complaint Procedure (see website) applies to all services provided by the partners.
14. These General Terms and Conditions are drawn up in both Dutch and English. In the event of any discrepancy between the Dutch and the English version, the Dutch version will prevail.
15. Dejong\*moons is located in Ede and registered with the Trade Register under no. 55773559. Mr. drs. W.J.H. de Jong is located in Ede and registered with the Trade Union Register under no. 54234352. Mr. J.E.M.C. Moons is located in Ede and registered with the Trade Union Register under no.54234255.