

General Terms & Conditions SVZ Lawyers

SVZ Lawyers (hereinafter: SVZ) is a partnership under Dutch law. SVZ is registered in the trade register of the Chamber of Commerce under number 77943228.

Applicability

These general terms and conditions apply to all activities that SVZ and its affiliated lawyers perform on behalf of third parties, including follow-up assignments. Not only SVZ, but also all natural and legal persons who are directly or indirectly involved in the execution of the assignment of the client can invoke these general terms and conditions. The applicability of general terms and conditions of the client is expressly excluded.

Assignment

The legal relationship between the client and SVZ is a contract for services. All assignments contain best efforts obligations and never result obligations. SVZ will be the sole contractor for assignments that SVZ carries out for its clients, even if a specific lawyer associated with SVZ carries out a specific assignment. Both the lawyer who is directly or indirectly affiliated with the partnership and the lawyer who is employed by SVZ act exclusively on behalf of SVZ. Articles 7:404 of the Dutch Civil Code and 7:407 paragraph 2 of the Dutch Civil Code are expressly not applicable to the services provided by SVZ. The execution of assignments is exclusively for the benefit of the client. Third parties cannot derive any rights from the assignments and the execution thereof.

Third parties

SVZ is entitled to engage third parties in the execution of orders if it deems this necessary. SVZ and its affiliated lawyers and employees are not liable for shortcomings of these third parties.

Documents

The client is obliged to provide all information and documents that SVZ deems necessary for the execution of the assignment, in a timely manner and in the desired form and manner. The additional costs and additional fees arising from the delay in the execution of the assignment, arising from the failure to provide the required data and documents, or not making them available on time or properly, are for the account of the client. The client guarantees the correctness, completeness and reliability of the data and documents made available to SVZ, insofar as the nature of the assignment does not dictate otherwise. If and insofar as the client so requests, the documents made available will be returned to the client.

Liability

Any liability of SVZ and its affiliated lawyers and employees is limited to the amount that SVZ's insurer pays out in the relevant case, increased by the amount of the deductible ("eigen risico") that, according to the policy conditions, is for the account of SVZ and its affiliated lawyers and employees. If and insofar as for whatever reason no payment is made under the aforementioned insurance, any liability is limited to an amount of € 5,000 per assignment or, if the fee charged by SVZ for the assignment in question is higher, to the amount of that fee. Without prejudice to the provisions of art. 6:89 of the Dutch Civil Code, any claim against SVZ and/or its affiliated employees will in any case be barred twelve months after the event that caused the damage was discovered or should reasonably have been discovered. Except for claims that are the result of intent or gross negligence on the part of SVZ, the client indemnifies SVZ and its affiliated lawyers and employees against all claims from third parties related to the assignment.

Fees

Unless otherwise agreed, SVZ's fee is calculated on the basis of an hourly rate set by SVZ, multiplied by VAT. SVZ is entitled to periodically adjust its hourly rates and the surcharge for office costs. This is also possible for current orders with consumers, provided they are concluded with SVZ three months before the adjustment. In principle, SVZ will charge the client on a monthly basis the fee owed and costs incurred that are not included in its rates (such as court fees, travel costs, bailiff costs and other disbursements). If SVZ has agreed with the client that an advance will be paid, SVZ is entitled to set off this advance against the final invoice. SVZ uses a payment term of fourteen days.

If the client does not pay the invoices within this period, SVZ is entitled to suspend its activities with immediate effect without being obliged to compensate any damage that may arise as a result. If the client fails to object in writing to the amount of the fee charged within two months after the invoice date, or at least to the amount of the invoice in general, the invoice is irrevocably established. If the client who acts in the exercise of a profession or business does not pay the invoices on time, he will owe the statutory commercial interest from the due date and SVZ is entitled to charge extrajudicial collection costs that are estimated at 15% of the principal sum. The client is not entitled to suspend payment of SVZ's invoices or to pay the invoices by means of settlement.

Retention period

SVZ is entitled to destroy case files after a period of 7 years after closing a case without further notice.

Data

On the basis of current legislation for the protection of personal data, professional use and processing of data of the client in the context of the execution of the assignment(s) is permitted without notification. In addition, this data will be used in new cases to check for any conflict of interest (with the client). For more information about this, please refer to the [privacy policy](#) of SVZ. SVZ takes the care that may be expected of it in the given circumstances when protecting the data of the client and third parties. SVZ is not liable for loss of data or damage as a result of unauthorized access, regardless of whether the loss and/or damage is the result of the transmission of this data.

Force majeure

If SVZ is unable to carry out the assignment in whole or in part due to force majeure, it may suspend or dissolve the assignment in whole or in part without judicial intervention, without SVZ being obliged to pay any compensation.

Wwft

On the basis of the Money Laundering and Terrorist Financing Act (Wwft), SVZ is obliged to establish the identity of the client for certain assignments and, under certain circumstances, to report unusual transactions to the authorities.

Complaints, applicable law and language

The SVZ Complaints Procedure applies to all orders concluded between SVZ as the contractor and third parties. If any internal complaint handling does not lead to a solution, all disputes relating to the services of SVZ, including declaration disputes, will be submitted to the competent court. The judge of the district of Noord-Holland, location Haarlem, has exclusive jurisdiction, unless the client who is a consumer objects to this within one month after SVZ has invoked this clause.

Dutch law applies to the legal relationship between the client and SVZ.

These General Terms and Conditions are available in Dutch and English. In the event of a dispute about the content, the Dutch text will be binding.