

General Terms and Conditions Stalenhoef Advocatuur

1. Stalenhoef Advocatuur is a sole proprietorship that practices law at the account and risk of K.M.C. Stalenhoef. Stalenhoef Advocatuur has its official seat in Amsterdam.
2. These general terms and conditions apply to all engagements accepted by Stalenhoef Advocatuur, any additional engagements, subsequent engagements and other activities also apply for the benefit of third parties engaged by Stalenhoef Advocatuur. The applicability of any other general terms and conditions is hereby ruled out.
3. In consultation with the client, Stalenhoef Advocatuur can engage third parties for the performance of the engagement. Article 7:404 and Article 7:407(2) of the Dutch Civil Code do not apply. Stalenhoef Advocatuur performs engagements for the client exclusively; third parties cannot derive any rights from it.
4. The fee is calculated based on the number of hours worked multiplied by Stalenhoef Advocatuur's hourly rate. Expenses and costs of third parties paid by Stalenhoef Advocatuur on the client's behalf will be charged at cost price and are separately specified. Invoices must be paid within fourteen days after invoice date. In default of timely payment, a first a reminder will be sent and after that a demand will be sent. Stalenhoef Advocatuur reserves the freedom to take all legally available and permitted measures to collect its claims from its clients. In the event of untimely payment, Stalenhoef Advocatuur can suspend its activities for the client, whereby Stalenhoef Advocatuur is not liable for any damage caused by the suspension.
5. Stalenhoef Advocatuur will take the appropriate measures to safeguard the confidentiality of the client relationship. Unless the contrary is expressly agreed, the client grants Stalenhoef Advocatuur permission to use all current customary technical means for case management and communication, including the Internet (the cloud). Stalenhoef Advocatuur is not liable for any loss or consequential loss caused by third parties that gain access to confidential information without Stalenhoef Advocatuur's permission.
6. Stalenhoef Advocatuur processes personal data in the exercise of it's services. The provider of personal data agrees to such processing. Stalenhoef Advocatuur handles all personal data with care. It will not process more data than required and/or keep the data longer than legally permitted. The personal data will exclusively be used for:
 - providing legal services, including the execution of an agreement and in the conduct of (Court) proceedings;
 - collecting invoices
 - advising, mediation and referring;
 - complying with statutory obligations; and
 - marketing and communication purposes

7. Any complaints about Stalenhoef Advocatuur's service provision are handled in conformity with Stalenhoef Advocatuur's office complaints procedure. This office complaints procedure can be provided on request.
8. Any liability arising from or relating to the performance of an engagement is limited to the amount that is paid out in the specific case by virtue of the professional liability insurance taken out by Stalenhoef Advocatuur, plus the excess as stated in the policy of the insurance in question. A copy of the policy is available for inspection at the office of Stalenhoef Advocatuur. If payment is not made based on the professional liability insurance, any liability is limited to the amount the client paid to Stalenhoef Advocatuur for the engagement in question, up to a maximum of EUR 10,000 (in words: ten thousand Euro). Any claims for compensation will lapse if they have not been initiated before the competent court within one year after the client or the third party was or reasonable could have been aware of that claim.
9. In the event of discrepancy between these general terms and conditions and the engagement letter in which these general terms and conditions were declared applicable, the letter of engagement will prevail.
10. All agreements and legal relationships with Stalenhoef Advocatuur are governed by Dutch law. Any disputes between the client and Stalenhoef Advocatuur will be submitted to the competent court in Amsterdam.

Amsterdam, 1 June 2018