

General terms and conditions of Hoens & Souren Advocaten

Version May 2020

1. Applicability

- 1.1 Hoens & Souren Keerweer Advocaten (“Hoens & Souren”) is an alliance between on the one hand the public partnership Hoens & Souren Advocaten, which consists of legal persons, and on the other hand the sole proprietorship Keerweer Advocaten.
- 1.2 Hoens & Souren operates under the names Hoens & Souren, Hoens & Souren Advocaten, Hoens & Souren Keerweer Advocaten and Keerweer Advocaten.
- 1.3 These general terms and conditions shall apply to all activities and services, carried out or to be carried out by Hoens & Souren, and to the legal relationships which result from these activities and services or are related with those.
- 1.4 These general terms and conditions have been stipulated for the benefit of all cooperating parties mentioned in article 1.1 of these terms and conditions, the (directors of the) legal persons of the partnership and of all persons who, whether or not by virtue of an employment agreement, work or worked for Hoens & Souren.

2. Instructions

- 2.1 All instructions shall be deemed to have been issued to and accepted by Hoens & Souren. This shall also apply if it is the explicit or silent intention that the instructions are carried out by a specific person. The effect of articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code is excluded.
- 2.2 The client shall safeguard Hoens & Souren from claims made by third parties, including the reasonable fees for legal assistance, which are related in any way to the activities carried out for the client, unless such claims are the consequence of gross negligence or intent.
- 2.3 If two or more (legal) persons are jointly a party in a legal relationship with Hoens & Souren, then they shall each be held severally to fulfil the obligations resulting from this relationship.

3. Fees and disbursements

- 3.1 The costs of the execution of the instructions by Hoens & Souren shall include the fees and the disbursements.
- 3.2 Unless the parties expressly agree otherwise, the fees shall be determined on the basis of the time spent and the hourly rate which applies to the instruction concerned.
- 3.3 The hourly rate shall be determined on the basis of the hourly rate to be determined periodically by Hoens & Souren.
- 3.4 Unless expressly agreed otherwise, Hoens & Souren shall be competent, even during the execution of the instruction, to change the basic hourly rate mentioned above.
- 3.5 If the basic hourly rate is increased by more than 10% at a time, or within three months after the start of the execution of the instruction, the client shall be entitled to dissolve the instruction agreement. The right to do so shall become void after expiration of the payment period of the first debit note after the increase of the hourly rate.
- 3.6 Disbursements shall be the costs actually incurred which Hoens & Souren pays for the benefit of the client (such as court registration fees, bailiff costs, travelling expenses, costs of extracts and fees of experts).

4. Payment

- 4.1 The activities, services and disbursements shall be charged periodically, and in principle on a monthly basis.
- 4.2 The payment period shall be 14 days.
- 4.3 If a debit note is not paid within the payment period, the statutory commercial interest rate or the statutory interest rate shall be owed.
- 4.4 If payment is not made even after a reminder, then all (extra) legal debt collection costs shall be owed. These shall amount at least to 15% of the amount of the debit note, with a minimum of € 250.
- 4.5 If Hoens & Souren commences legal proceedings against the client to ensure payment of the debit note(s), the statutory (commercial) interest rate and/or extrajudicial collection costs, the client becomes chargeable with the costs actually incurred, in which the costs shall be calculated according to the hourly rate agreed upon, multiplied with the time spent by Hoens & Souren on the (collection) proceedings, plus all external costs, such as court registration fees and bailiff costs.
- 4.6 If a debit note, an advance payment or a deposit is not paid within the payment period, then Hoens & Souren may suspend its activities after having notified the client thereof. Hoens & Souren shall not be liable for any loss which occurs as a result of this suspension of the activities.

5. Deposit

5. Hoens & Souren may demand a deposit from the client before a start is made with the instructed activities. A deposit shall be set off at the time of completion of the entire instruction.

6. Liability

- 6.1 Any liability shall be limited to the amount which is paid in the case concerned by virtue of the applicable insurance, increased by the amount of the deductible which in the case concerned shall be at the expense of Hoens & Souren by virtue of that insurance agreement. If for any reason no payment is made by virtue of the insurance agreement mentioned above, any liability shall be limited to the amount of the fee which was charged in the case concerned in the twelve months preceding the event which caused the liability, with a maximum of € 20,000.
- 6.2 If the execution of the instruction implies that Hoens & Souren ought to use the services of a (legal) person or a third party who is not part of Hoens & Souren, to carry out activities in connection with the execution of an instruction, then Hoens & Souren shall not be liable for faults made by this (legal) person or third party.
- 6.3 (Legal) persons or third parties whose services are used for the execution of an instruction may want to limit their liability. All instructions issued to Hoens & Souren shall also imply the competence to accept that limitation of liability on behalf of the client as well.
- 6.4 If in connection with the execution of an instruction or otherwise, damages are caused to properties or persons for which or whom Hoens & Souren is liable, then that liability shall be limited to the amount which is paid in the case concerned by virtue of the applicable insurance agreement, increased by the amount of the deductible which in the case concerned shall be at the expense of Hoens & Souren by virtue of that insurance agreement.
- 6.5 Without prejudice to the provisions laid down in article 6:89 of the Dutch Civil Code, a damage claim shall become void if that claim has not been brought before the competent judge within one year after the facts on which the claim is based became known to the client or could reasonably have been known.

7. Filing

7. A file is kept for a period of at least seven years, after which Hoens & Souren shall be free to destroy the file.

8. Complaints procedure

- 8.1 Complaints about lawyers and others who are affiliated with our office, may be addressed to the complaints officer. This is possible both orally and in writing, including by e-mail. The complaints officer will process the complaint and where possible, try to find a solution to the complaint. In case a solution is not found, the complainant and the office may make arrangements on presenting the complaint to – for example – an arbitration commission or the court. This does not prejudice the fact that the complainant may apply to the court or disciplinary authorities.
- 8.2 The applicant is not obliged to pay a fee for the costs of handling of the complaint.
- 8.3 The names of the first and second complaints officer can be found on www.hslaw.nl and www.keereweer.nl, or shall be passed on upon receipt of a oral or written request.

9. Applicable law / competent judge

- 9.1 Dutch law shall be applicable to the relationship between Hoens & Souren and its clients.
- 9.2 Disputes shall be settled in the first instance by the (interim injunction proceedings judge with the) Court of The Hague. In the event that the sub district judge is competent, disputes shall be settled by the sub district judge in The Hague. If Hoens & Souren acts as the claimant, it shall be allowed moreover, to bring the dispute before a competent judge abroad.
- 9.3 If these terms and conditions are issued in another language than the Dutch language, the Dutch text shall be binding in the event of a dispute about its contents or tenor.

These terms and conditions will be sent free of charge on request and have been published on the website www.hslaw.nl and www.keereweer.nl.