

Article 1: User and application

Everaert Advocaten is a partnership of natural persons and a legal person formed under Dutch law in which the practice of law (advocatenpraktijk) is carried out under the name 'Everaert Advocaten', 'Everaert Immigration Lawyers', 'Everaert Advocaten Immigration Lawyers' or 'Everaert'. A list of the partners will be provided to the client upon request. In the following, 'Everaert' means both the Everaert Advocaten partnership and the members of the partnership, individually and jointly.

These General Terms and Conditions will apply to all instructions given to Everaert, including all follow-up instructions, amended instructions or additional instructions, as well as to the legal relations arising from or connected with them. This includes in any case the situation that instructions might have been wrongfully refused and the liability arising therefrom.

These General Terms and Conditions shall apply to all persons who are associated with Everaert and all third parties who are engaged by Everaert in connection with the execution of instructions or who are or could be liable in that context. Everything stipulated in these General Terms and Conditions for the benefit of Everaert will apply to them as if an irrevocable, free of charge third-party clause (onherroepelijk om niet gemaakt derdenbeding) within the meaning of Book 6, Section 253(4) of the Dutch Civil Code (artikel 6:253 lid 4 BW).

Article 2: Instructions, client and third parties

Instructions shall be accepted exclusively by the Everaert Advocaten partnership. In accepting instructions, the Everaert Advocaten partnership shall only be represented by attorneys, associated with the Everaert Advocaten partnership. If an attorney accepts instructions, this creates an agreement between the client and the partnership, exclusively, even if it is the client's explicit or tacit intention that the instructions will be carried out by a specific person. The applicability of Book 7, Sections 404, 407 (2) and 409 of the Dutch Civil (7:404, 7:407 lid 2 and 7:409 BW) is explicitly excluded. The partners as well as those, employed or not, associated with the partnership, shall not be personally bound or liable. The assignment will not end by their death, not even if the instructions were given with a view to a certain person.

Unless agreed otherwise, instructions will be accepted by sending a confirmation of instructions, by email or by post or in a different way. The contents of the confirmation of instructions will exclusively determine the nature and scope of the instructions.

The client is the party indicated as such in the confirmation of instructions. The instructions will be performed exclusively for the purposes of the client. No one else may derive any rights from the instructions and the way in which it or is not performed. This also holds for the situation in which instructions might have been wrongfully refused.

In the event that more than one client gives instructions, all clients will be jointly and severally liable for the obligations arising from and/or connected with these instructions.

If and as far as the client provides the contents of work performed by Everaert to third parties, the client will be obliged with respect to Everaert to inform those third parties that the work has been carried out subject to these General Terms and Conditions. If third parties use the contents of the work in any way, they shall be bound by these General Terms and Conditions.

The client will indemnify Everaert and all persons employed by Everaert against the consequences of claims of third parties arising from or in connection with the performance of the instructions, also including possible costs of legal assistance, unless the claim is the result of a professional error made by Everaert.

Article 3: Intellectual property

Unless agreed otherwise, which the client must demonstrate, the client is prohibited to reproduce, disclose, exploit or disseminate the contents of the work, including in any case advice, contracts and other products of the mind, in any form whatsoever, with or without engaging third parties.

Article 4: Instructing third parties

Everaert will be entitled to engage third parties in the performance of the instructions on behalf of and at the expense of the client. Where possible and reasonably indicated, the choice of this third party will be made in consultation with the client. Everaert will observe due care in engaging third parties. Everaert will not, however, be liable for any shortcomings of these third parties. Everaert is authorised by the client to accept a limitation of liability stipulated by a third party on behalf of the client.

Article 5: Use of electronic communication and storage

The client agrees that in communication Everaert will use digital means of communication and services for the storage of data provided by third parties or otherwise. Everaert will not be liable for any damage and/or loss arising from the use of such services. Everaert will not be liable for unsafe electronic communication, nor will it be liable for the interception, manipulation, infection, delay or incorrect sending or forwarding of electronic communication, including that due to viruses and spam filters.

If the client acts in a professional manner (handelt in de uitoefening van een beroep of bedrijf), the applicability Book 6, Section 227b (1) of the Dutch Civil Code and Book 6 Section 227c of the Dutch Civil Code (6:227b lid 1 en 6:227c BW) is excluded. Those articles pertain to providing information and e-commerce transactions and the way in which e-commerce transactions are concluded.

Article 6: Fee and costs

Everaert will charge a fee plus VAT, disbursements and, if applicable, a payment for office expenses, as a fixed percentage of the fee. Disbursements mean: Reimbursement of costs to be specified such as court fees, travel and accommodation expenses, translation costs, costs of experts, valuation costs, administrative charges, costs of excerpts, bailiff's costs, courier costs and other costs that have been or will have to be incurred in connection with the performance of the instructions. All amounts mentioned are exclusive of VAT and other taxes, unless explicitly stated otherwise.

Unless agreed otherwise, the fee will be calculated based on the standard hourly rate of the attorney handling the matter. This fee will be determined annually by the partnership and can be obtained from the attorney on request. If the basic hourly rate is applicable and the instructions extends over several years, the hourly rate for the year in question will apply each time. The attorney will be entitled to require an advance on the fee and disbursements before starting his/her work. This advance will be deducted from the final invoice.

Complaints about an invoice must be filed within three months with the attorney handling the matter, subject to forfeiture of the claim.

As long as the instructions have not been concluded, the attorney will be entitled to send interim invoices and to require additional advance payments.

Unless otherwise agreed in writing, invoices must be paid within a period of fourteen days, counting from the date of the fee note. An invoice shall only be considered to have been paid when the payable amount has been received on a bank account of Everaert.

Failing timely payment, all attorneys of the firm shall be entitled to suspend any work that is being carried out for the concerned client. Everaert shall not be liable for damage and/or loss, either material or immaterial, arising due to this suspension of work. Failing timely payment, the client will be in default without notice of default and will owe statutory interest as referred to in Book 6, Section 119a of the Dutch Civil Code (6:119a BW). In case of collection measures, extrajudicial collection costs will be payable, calculated in accordance with the graduated scale set in the Besluit vergoeding voor buitengerechtelijke incassokosten.

Article 7: Client funds

Funds Everaert receives for a client are deposited on the third party account with bank account number 30.05.51.452 of the Stichting Derdengelden Everaert Advocaten in Amsterdam. No interest will be paid to clients on clients' funds. Everaert will not be liable in the event that the bank where the clients' funds are kept fails to comply with its obligations. The client preserves Everaert and the Stichting Derdengelden Everaert Advocaten and its directors and associated persons from all liabilities resulting from or connected with insolvency or failure of the bank or financial institute to comply with its obligations.

Article 8: Insurance and liability

Everaert Advocaten has taken out professional liability insurance for the firm as well as for all attorneys employed there and other staff members, which complies with the Professional Liability Regulations of the Dutch Bar Association. A copy of the policy and policy conditions can be inspected at Everaert's office.

Any and all liability will be limited to the amount paid under this insurance in the particular case, including the amount of the excess applicable under this insurance. If and in so far as, for whatever reason, the professional liability insurance gives no entitlement to payment, any and all liability will be limited to an amount in each case not exceeding € 50,000.

Notwithstanding the provisions in Book 6, Section 89 of the Dutch Civil Code (6:89 BW), a claim on compensation will lapse if the claim was not brought before the competent authority within 13 months after the facts on which the claim is based were known to the client or reasonably could have been known.

The above-mentioned limitations shall also apply in the event Everaert is held liable for the faulty functioning of hardware, software, data files, registers and/or other items it has used in performing the engagement.

In the event instructions have been given by multiple clients, the limitations of liability as included in these General Terms and Conditions will apply to all clients jointly and not to each client individually. In the event of liability, it will be up to the clients how they divide the amount paid.

Article 9: Identification and processing of personal data

Everaert is allowed to process, save and disclose the client's (personal) data to everyone in Everaert's organisation in connection with the handling of the instructions and for the purposes of its client management.

Under the applicable laws and regulations, Everaert must, among other things, establish the identity of the client, check whether unusual transactions have been conducted or are intended and, if so, inform the authorities, without informing the client to that effect. The client confirms to be aware of this and agrees with it and will furnish all necessary data.

Article 10: Archiving

Barring a different agreement between the attorney and client, the file will be kept in the archives for seven years after the case has been closed. It may be destroyed afterwards, but not necessarily. This holds for both the paper and the electronic file. The client will not receive notification of this.

Article 11: Applicable law and dispute resolution

The legal relationship between Everaert and the client will be governed by Dutch law. Disputes arising from the provision of services by Everaert, including but not limited to the formation and performance of the contract and how the work under instructions has been carried out, the quality of services and the fee amount will be resolved exclusively by the Dutch court with jurisdiction. Only the Amsterdam District Court will have jurisdiction in the first instance to take cognisance of disputes arising from the provision of services by Everaert, unless the Geschillencommissie Advocatuur is competent.

The firm's complaints procedure will apply to the contract between Everaert and the client. Complaints and disputes about the provision of services by Everaert must be submitted in writing within three months after the time at which the complainant became aware or could reasonably have become aware of the acts or omissions that gave rise to the complaint to Everaert Advocaten's internal Complaints Committee (Everaert Advocaten, Attn. Complaints Committee, Postbus 20660, 1001 NR Amsterdam). The Complaints Committee will decide in accordance with the complaints procedure. This procedure is available for inspection at the office and will be on request. Appeal against a decision of the Complaints Committee can be brought before the Geschillencommissie Advocatuur in The Hague.

The general conditions of clients or any third party, if any, do not apply and are expressly rejected. These General Terms and Conditions are available on www.everaert.nl and have been deposited with the Amsterdam Chamber of Commerce. They will be provided upon request and free of charge.

These General Terms and Conditions are available in Dutch and English. In case of a dispute over the contents and purport, the Dutch version will be binding.