



# WVO ADVOCATEN

## WVO ADVOCATEN B.V. – GENERAL TERMS AND CONDITIONS

### Article 1 General

- 1.1 WVO Advocaten (hereinafter: "**WVO**") is a private company with limited liability incorporated under the law of the Netherlands whose aim is to provide legal services, mediation, courses, training and/or education.
- 1.2 These general terms and conditions shall govern all instructions issued to WVO, which are deemed to include any subsequent, amended or supplementary instructions.
- 1.3 The provisions of these general terms and conditions have not been drafted solely for WVO's benefit but also that of any person for whom WVO performs work, whom WVO engages to execute instructions and/or for whose acts and omissions WVO may be liable.

### Article 2 Agreements

- 2.1 WVO shall be engaged in its capacity as such. This shall also apply in the event that it is a client's explicit or tacit intention for the relevant agreement to be executed by one (1) specific person. Section 7:404 of the Dutch Civil Code, which makes provision for the latter situation, and Section 7:407(2) of the Civil Code, which establishes several liability in a situation in which two (2) or more persons are engaged, shall not apply. Where consent is given for such engagement, this shall give rise to a duty of care and not a performance obligation.
- 2.2 WVO shall be at liberty to arrange for those of its staff whom it designates for this purpose to execute any instructions for which it has been engaged under its responsibility, engaging any other party where appropriate.

### Article 3 Liability

- 3.1 In the event that WVO's execution of instructions gives rise to liability, such liability shall always be confined to the sum which is paid out in the relevant situation pursuant to WVO's applicable liability insurance plus any excess which WVO may have in that case. A copy of the firm's liability insurance policy will be sent to you on request.
- 3.2 In the event that no payout may occur pursuant to the insurance referred to in §3.1 for any reason whatsoever, any liability shall be confined to the amount (exclusive of VAT) for which an invoice has been issued and which has actually been received by WVO in relation to the matter concerned during the year prior to the events giving rise to the loss in question.
- 3.3 Any instructions for which the firm has been engaged shall be executed solely for the benefit of the client concerned. A third party may not derive any rights from the nature of the work that has been performed.

### Article 4 A client's obligations

- 4.1 In the event that a client discloses the nature of any work which WVO has carried out for them to a third party, that client shall have a duty to draw the attention of such third party to the fact that the latter also needs to consent to these general terms and conditions, and to ensure that this occurs.
- 4.2 A client shall indemnify WVO and any person assisting it against a claim made by a third party asserting that the latter has suffered a loss due or in relation to any work which WVO has carried out for that client, as well as any claim made by a third party contending that the latter has suffered a loss due to a report wrongly made by WVO or any of its staff, or any other person assisting it in accordance with the Money Laundering and Terrorism Funding Prevention Act [*Wet ter voorkoming van witwassen en financieren van terrorisme*] (Wwft), unless there is any question of a deliberate act or omission, or wilful recklessness on the part of WVO.
- 4.3 Any invoice issued by WVO must be paid in the absence of any suspension or setoff within fifteen (15) days after the relevant invoice date. Except in the case of an immediate objection lodged by a client, WVO and its Stichting(en) Beheer Derdengelden [Trust Account Administration Foundation(s)] shall be entitled to set off any monies received by that client against or to use them to pay (or arrange for this to be done) whatever the latter owes Stichting(en) Beheer Derdengelden.
- 4.4 A client shall be liable for any judicial or extrajudicial expenses incurred for the purposes of collecting invoices. In the case of a client who may be deemed to be a consumer the debt collection rates stipulated in the Extrajudicial Debt Collection Expenses Standardisation Act [*Wet Normering Buitengerechtelijke Incassokosten*] shall apply. In the case of anyone who is not a private individual WVO shall charge a debt collection fee equivalent to 15% of the principal amount due plus any legally stipulated commercial interest, in respect of which the relevant client shall be liable for a minimum amount of EUR 450.00 exclusive of VAT in the case of each outstanding invoice by way of a debt collection fee.
- 4.5 Judicial expenses shall not be confined to the liquidated costs of proceedings but the relevant client shall be liable for all of those expenses, provided that that client is held to be in the wrong (or largely so).

### Article 5 Engagement of other parties

- 5.1 Where possible and reasonable, a decision on the part of WVO to engage a third party shall be effected in consultation with the relevant client in accordance with the requisite level of due care. WVO shall not be liable for any non-compliance on the part of such third party except in the case of a wilful act or omission, or gross negligence on the part of WVO.
- 5.2 Any costs incurred for the purposes of engaging a third party shall be borne by the relevant client, unless the latter and WVO have made other prior written arrangements.
- 5.3 In the event that such third party wishes to confine their liability pursuant to the execution of a client's brief, WVO shall assume and, in so far as is necessary, hereby confirms that any brief given to it by a client includes the power to consent to such confinement of liability on behalf of the relevant client.

### Article 6 Fees

- 6.1 In principle, WVO shall carry out its work on the basis of an hourly rate. In special circumstances it shall be possible to derogate from this in consultation with the lawyer dealing with the matter concerned, for example, in the form of an agreement on a fixed amount (provided that the case lends itself to this) or the application of the debt collection rate.



## WVO ADVOCATEN

- 6.2 Unless otherwise explicitly agreed to in writing, a fee shall be calculated on the basis of the number of hours worked multiplied by the hourly rates which WVO periodically sets. All of the time which WVO spends on instructions shall be charged for in increments of six (6) minutes, in respect of which a minimum of six (6) minutes per activity shall apply. This shall also apply with regard to any travelling time spent for the purposes of a case.
- 6.3 WVO shall be entitled to adjust the basic hourly rate and travel allowance for travelling by car or train which it charges. In the event that such an adjustment entails an increase in excess of 10% or an increase occurs within three (3) months following the conclusion of an agreement between WVO, on the one hand, and a client, on the other, the latter shall be entitled to cancel that agreement. Entitlement to such cancellation shall lapse on the fifteenth (15th) day after the date of the first invoice which is sent to the client concerned following the increase of the basic hourly rate and/or the aforementioned travel allowance.
- 6.4 In principle, an invoice shall be issued for work upon the end of each calendar month and for the rest after a specific case has been dealt with. In general, an invoice shall cover the relevant fee, taxable and non-taxable disbursements, and VAT. Any disbursements (expenses) for which a third party charges WVO, such as court or court bailiff fees, charges and the like, shall be passed on immediately. VAT of 21% shall be payable in respect of any fee. Some expenses are subject to VAT, while others are not.
- 6.5 A client shall be required to submit any objection to a bill to WVO within fifteen (15) days after the relevant invoice date, in the absence of which their right to object and to suspend payment as well as to file a claim against WVO shall lapse. In the event that there is a difference of opinion concerning part of a bill, the relevant client shall have an undiminished duty to pay the non-disputed part.
- 6.6 In the event that an invoice is not paid despite repeated reminders, WVO may suspend its work after notifying the relevant client of this in writing. WVO shall not be liable for any loss which occurs pursuant to the suspension of its work.
- 6.7 WVO shall maintain records of the number of hours spent on the case concerned, including notes on the nature of the work that has been carried out. A breakdown of this may be provided at any time. As a rule, an advance payment shall be charged upon the commencement of a case. Such advance payment shall serve to cover any expenses that need to be incurred immediately and part of the work in progress. Any advance payment plus VAT shall be recorded as such throughout the entire period during which services are provided and shall be settled as part of the final bill.

### Article 7 Privacy

- 7.1 WVO provides various services. Personal data needs to be collected and stored in good time in order to be able to provide such services. That data shall be processed for the following purposes:
- the conclusion and execution of an agreement;
  - to be able to contact a client and/or the latter's contact person(s);
  - to be able to provide a client and any contact person with additional information concerning the provision of services and/or relevant products ("commercial purposes"), in respect of which, if the relevant recipient does not want to receive any information, they may simply indicate this by clicking on "unsubscribe" in the email message which they receive.
- 7.2 All personal data processing shall occur in accordance with the applicable privacy regulations, such as the General Data Protection Regulation (GDPR) and the General Data Protection Regulation Implementation Act [*Uitvoeringswet Algemene Verordening Gegevensbescherming*] (UAVG).
- 7.3 WVO has a privacy statement (the "WVO Advocaten Privacy Statement"), which may be consulted on its website ([www.wvo-advocaten.nl](http://www.wvo-advocaten.nl)), which shall be provided to a client or data subject when first requested.

### Article 8 Complaints and dispute resolution procedure

- 8.1 WVO's complaints procedure and the complaints and dispute resolution procedure for the legal profession shall apply in relation to its services.
- 8.2 Should a client be dissatisfied with the quality of the services provided or disagree with the amount of an invoice, any objection must first be presented to the complaints and dispute resolution procedure for the legal profession. WVO's complaints procedure shall serve as a guide for the purposes of dealing with any complaint. A client shall present WVO with a complaint in writing within three (3) months after the time when that client notices or could reasonably have been expected to have noticed the act or omission which constitutes grounds for that complaint.
- 8.3 WVO shall endeavour to seek a resolution of any problem that has arisen in consultation with the client concerned. Within four (4) weeks after a complaint is received, WVO shall provide the relevant client with written confirmation of any solution found for the problem which has arisen. In the event that WVO fails to find a satisfactory solution for a client's objections or those objections have not been dealt with in writing within four (4) weeks after the relevant complaint has been submitted, the client concerned may submit a complaint to the Dispute Resolution Committee for the Legal Profession [*Geschillencommissie Advocatuur*].
- 8.4 Provided that WVO and the relevant client fail to find a solution, any dispute which arises pursuant to the inception and/or provision of the services that WVO provides, including any in relation to an invoice, may then be brought before the Dispute Resolution Committee for the Legal Profession in accordance with the Regulations Governing the Dispute Resolution Committee for the Legal Profession [*Reglement Geschillencommissie Advocatuur*] which are valid at that point in time. Where a dispute involves instructions issued by a client who is a private individual, the aforementioned regulations provide for a binding recommendation, unless the client concerned turns to an ordinary court of law within one (1) month after their complaint has been dealt with by the lawyer in question. In the case of the collection of a debt owed by a client who is a private individual such recommendation shall only be binding, provided that the client pays the outstanding sum to the Dispute Resolution Committee in good time. Should they fail to do so on time, arbitration shall apply in relation to such debt collection. Where a dispute involves instructions issued by a business client, those regulations provide for arbitration.

### Article 9 Governing law and competent court of law

- 9.1 Any agreement between a client and WVO shall be governed by and construed in accordance with the law of the Netherlands.
- 9.2 To the extent that the Dispute Resolution Committee for the Legal Profession does not enjoy jurisdiction, any dispute may only be adjudicated by a competent court of law in the district in which WVO has its registered office. Nevertheless, WVO shall be entitled to bring a dispute before a competent court of law in the relevant client's place of residence.
- 9.3 These general terms and conditions have been drawn up in Dutch and other languages. In the event of any dispute concerning their contents or meaning, the Dutch text shall be binding.