

General Terms

Lawfox



Parties

LAWFOX Advocaten B.V. & your company or organisation



Subject of the agreement

The general terms and conditions for the provision of services by LAWFOX Advocaten B.V.



Core details

- In the quotation, we agree on the activities and the fees we charge for them;
- Additional work we perform for additional fees;
- All our communications are confidential;
- We comply with the laws and regulations for lawyers.

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1. What will we do for you?



1.1. We agree together what work we will do for you. We do this in the quotation and during the cooperation. This ensures clear agreements so that you know what you can expect from us.

1.2. Before we enter into cooperation with you, we are obliged to check what kind of work you require from us, and whether the Prevention of Money Laundering and Financing of Terrorism Act ("Wwft") applies.

1.3. We will also ask you for your (company) details and those of other parties involved. We do this, for example, to avoid conflicts of interest.

1.4. You will then have the opportunity to tell us your story and ask us questions.

1.5. We will then ensure that you have as complete a picture as possible of our work. We will communicate with you about our work, our office, the importance of the case, the chances and possible consequences of certain (legal) actions, the expected time involved in the case, the financial consequences, the manner of communication and our accessibility. We do this in the offer and during the cooperation.

1.6. The quotation is without obligation and does not oblige you to anything.

1.7. The quotation is valid for fourteen days. If you do not respond until then, we may have to revise our offer.

1.8. Once you agree to the quotation and these terms and conditions, you can confirm this to us by email. We will assume your agreement if you allow us to qualify your conduct as (an impression of) (aroused) consent.

1.9. If you respond differently to the offer, this does not bind us. Only when we explicitly accept the deviation does it form part of our agreements.

1.10. Only once we are in agreement do we start working together.

2. What does it cost?



2.1. In the offer, we provide an initial estimate of the time needed for the work, our fees and other costs. If the case lends itself to it, we can also agree on a fixed price, a result-related remuneration or a strip chart for our fees. We can also make pricing arrangements with legal expenses insurers if your legal expenses insurance provides coverage.

2.2. We do not do “No cure No Pay” cases or “Pro Bono” cases.

2.3. We do not do government-funded legal aid cases. You can find more information about funded legal aid on the Legal Aid Board's ([Raad voor Rechtsbijstand](#)) website. By agreeing to our quotation, you declare that you are not eligible for funded legal aid or waive a claim to it.

2.4. If we agree on a fee in the offer, this fee relates only to the activities we have explicitly mentioned in the offer.

2.5. In arrangements based on an hourly rate, we may require an advance payment. In the case of agreements based on a fixed price, success fee or strip chart, we may require payment in advance.

2.6. We commence our work upon receipt of payment of the invoice.

2.7. Do we perform our work before receiving full payment? Then we may suspend our work until we have received full payment. Payment must (still) be made for the work performed.



2.8. **Additional work** may be required. In that case:

- 2.8.1. we will charge an additional fee for it.
- 2.8.2. we are not obliged to carry them out without a separate agreement on this.
- 2.8.3. we may carry out the additional work without a separate agreement if this is necessary to carry out the work properly. We will determine whether this is the case.
- 2.8.4. may affect the performance of the work.
- 2.8.5. you may bear more responsibility for the proper performance of the agreement.
- 2.8.6. may increase the fee payable.
- 2.8.7. we may revert to a previously agreed fixed price arrangement.
- 2.8.8. agreed deadlines may be delayed.
- 2.8.9. does not provide grounds for termination, dissolution or annulment of the agreement.
- 2.8.10. our hourly rates apply and the actual hours spent are invoiced after the work is performed unless we have agreed a fixed price for the additional work.

2.9. Is urgency required? Then we charge an additional fee.

2.10. Prepaid hours are valid for one year after agreement. After this year, the prepaid hours will expire. So make sure you use up the prepaid hours on time.

2.11. There may be additional costs such as court fees, bailiff fees, registration fees or other costs related to a trademark or design registration, travel and accommodation costs, costs for an (external) expert, arbitration costs, mediation costs, costs of external lawyers, courier costs and the like. These costs will be at your expense.

2.12. All amounts we quote are exclusive of VAT and in euros.

3. How do we invoice?



3.1. We invoice by email.



3.2. We apply a payment term of fourteen days.



3.3. Would you like to object to (part of) an invoice? Then do so within fourteen days. After that, the invoice amount is considered due.

3.4. You may not suspend or set off payments.

3.5. If you do not pay on time, you are in default. Notice of default is then no longer required. You will then owe statutory commercial interest. You are also obliged to pay the extrajudicial and judicial collection costs, such as the costs for lawyers, bailiffs and collection agencies. We calculate these costs according to the Collection Costs Decree (Besluit Incassokosten) (BIK). But if the actual costs are higher, we may charge those costs.

3.6. We may revise our fees. We will inform you about this before we perform the work at the revised rate.

4. Our communications are confidential



4.1. As a law firm, we are obliged to maintain confidentiality. We will remain silent about details of cases handled, your person, and the nature and extent of your interests. Our employees are contractually bound by the same confidentiality obligations.

4.2. However, the proper performance of the agreement may require us to disclose obtained knowledge. This must be consistent with the proper professional practice by us. We will also ask you if you have no objection. According to the Rules of Conduct, we may then disclose the knowledge.

4.3. If another person, such as an opposing party, has requested confidentiality and we have promised such confidentiality, we will comply with it. This is also the case when confidentiality follows from the nature of the relationship. We cannot then share the confidential information with you.

4.4. You are obliged to keep all information confidential.

4.5. These confidentiality obligations continue even after the termination of the agreement.

4.6. If you or we wish to make a public expression about our cooperation, we will first consult about it. The expression may not take place without prior consent. If the law or a court ruling obliges you or us to make the public expression, the prior consent is not required.

5. What are you required to do?



5.1. We can only perform the assignment properly if you cooperate with us correctly, timely and completely.

5.2. If we ask you for information or cooperation, you must therefore provide it to us correctly, promptly and completely.

5.3. You may give us instructions on how you wish us to carry out the work. We will point out to you the consequences this may entail. This will allow you to make a well-informed decision.

5.4. We are not obliged to follow your instructions. This may be the case if this would cause us to act in violation of the laws and regulations for lawyers, such as the Code of Conduct or the Lawyers Act (Advocatenwet).

5.5. Do circumstances change during the performance of the work? If so, inform us as soon as possible.

5.6. The proper performance of the contract may require the engagement of third parties, such as bailiffs, couriers, translators, experts. Jurisdiction, arbitration or mediation or registration of trademark or design rights may also involve costs. You authorise us to engage these third parties at your expense.

5.7. Does your address or billing details change? If so, please inform us as soon as possible.

5.8. Do you make information or materials available to us? Then you guarantee that we may have access to it. This means that third-party rights, such as privacy rights or intellectual property rights, may not prohibit their use.

5.9. Does our work result in damage to other parties and do those parties hold you liable? Then we do not have to compensate that damage. You therefore indemnify us against claims from third parties.

6. What can you expect from us?



6.1. We work prudently.

6.2. We are dependent on many different (external) factors, such as the facts, the cooperation of the parties involved and judgements by judges. We therefore do not promise a result, but we do promise to make professional efforts.

6.3. Are we unable to perform the work due to force majeure? Then this does not constitute default. Force majeure applies to external causes beyond our control. Examples include illness of staff, electricity or internet failures, strikes, riots, fire, floods, natural disasters, war, pandemics and epidemics, shortcomings of suppliers or other third parties not working under our responsibility, hardware or software problems and government measures.

6.4. Is there a force majeure situation, and does it last longer than 30 days? Then each party is entitled to partially dissolve the agreement, insofar as it affects the force majeure situation. Has there already been partial performance under the agreement? Then we settle proportionally. The parties do not then owe each other anything else.

6.5. If we agree on a deadline with you, it will apply to us as a target deadline and not as a fatal deadline. This means that if we exceed it, we are not then immediately in default but must first be given a reasonable chance to recover.

6.6. If there is any dispute as to how the order has been executed, our records provide full proof. You are free to provide evidence to the contrary.

7. Who carries out the work?



7.1. We may carry out the work (or have it carried out) by one or more lawyers. This is because you do not give the assignment to one person, but to the law firm. This means that the assignment is not necessarily carried out by the person you are in contact with.

7.2. The engagement is carried out by the lawyers under the responsibility of LAWFOX Advocaten B.V.

8. How do we process personal data?



8.1. LAWFOX Advocaten B.V. is data controller within the meaning of the General Data Protection Regulation (GDPR). We process personal data as described in our [privacy statement](#).

9. What may you do with our document?



- 9.1. We will give you a right of use on the results of the work. You may only use the results for your own company or organisation. Use is limited to what the results are intended by us to be used for. We retain the intellectual property rights to the results of the work.

10. May you use our name?



- 10.1. You may not use our (trade and/or brand) name or logo to mislead others. This means, for example, that you may not use our name in a legal letter if we have not given you permission to do so. You may only use our name after we have given you permission to do so.

11. May we use your trade name / trade mark?



11.1. Yes. You give us permission to use your (trade and/or brand) name / trade mark and logo for promotional activities, such as on our website.

12. Who can you contact if you have a complaint?



12.1. Do you want to complain about our performance of the agreement? Then you must do so within one month after that situation arises.

12.2. Our complaints procedure applies.

13. How do we resolve any dispute?



13.1. If a dispute cannot be resolved through the complaints procedure, we will initiate mediation.

13.2. If no mediation is started within sixty days, waived, or terminated, the Court of Zeeland-West-Brabant in Breda has exclusive jurisdiction.

14. How have we arranged our liability?



14.1. We comply with our statutory duty of insurance that each lawyer provides sufficient recourse for coverage of the consequences of professional liability in the following manner.

14.2. Our liability is limited:

- 14.2.1. per event (multiple events that follow one another count as one event);
- 14.2.2. to the amount paid out in that case by our professional liability insurance plus in that case plus our excess.

14.3. For professional liability, we are insured for a minimum of €1,000,000 per claim and up to a maximum of twice this amount per insurance year. LAWFOX's excess is €1,000 per claim.

14.4. Does the professional liability insurance not pay out? Then our liability is limited:

- 14.4.1. to a maximum of the fees we have received in the month prior to the event causing damage.
- 14.4.2. up to a maximum of €5,000 in total.

14.5. We are not liable for indirect damage. By this we mean consequential damage, lost profit, lost savings, reduced goodwill, damage due to business interruption and damage due to mutilation, destruction or loss of data or documents.

14.6. We are not liable for damage caused by third parties not engaged under our responsibility.

14.7. The exclusions and limitations of our liability do not apply if the damage results from wilful intent or deliberate recklessness.

14.8. Do you want to hold us liable? Then you must first give us notice of default unless compliance is permanently impossible.

14.9. You must give us sufficiently specific notice of a claim for damages within six months of the claim arising.

14.10. We can only be held liable for the aforementioned damages.

14.11. Employees, directors, shareholders, and/or other parties affiliated with Lawfox Advocaten B.V. shall never be liable for any damages.

15. How long will our cooperation last?



15.1. The collaboration ends as soon as we have carried out the agreed work.

15.2. The collaboration can also end by termination.

15.3. We are entitled not to accept an assignment and/or to terminate the collaboration if:

- 15.3.1. information becomes available during the execution of the agreement that makes (further) execution by LAWFOX under the agreement unacceptable;
- 15.3.2. you do not comply with your agreements, do not fully or do not comply on time;
- 15.3.3. an irreconcilable difference of opinion arises about the treatment or execution of the work;
- 15.3.4. (for) you – whether or not temporarily –
 - suspension of payments is granted,
 - bankruptcy is filed,
 - is liquidated or terminated
 - the decision-making authority changes.

15.4. Will the agreement be terminated? Then the services provided by us and the associated payment obligation will not be subject to cancellation. If we have agreed on a fixed price, the payment received will not be canceled.

15.5. If the collaboration is terminated in any way, we are not obliged to refund any payments received. We are also not obliged to pay damages due to termination.

15.6. Have we sent an invoice for termination? The invoice then remains due and becomes immediately due and payable at the time of termination. Work that has not yet been invoiced, but has already been carried out, also remains due and becomes immediately due and payable.

15.7. If the agreement is terminated, some agreements remain in force, such as agreements regarding liability, confidentiality and termination.

16. Which law applies?



16.1. Dutch law.

17. Do any others apply to our collaboration agreements between us?



17.1. Yes. These general terms and conditions only include the “general” agreements. The quotation contains specific agreements regarding the assignment that you agree with us.

17.2. We can also make further agreements about the collaboration after the start of the assignment. We always record this by email. Verbal agreements are not valid unless they are recorded by e-mail.

17.3. Have we agreed on something that is contrary to what is stated in these general terms and conditions? Then the deviating agreement applies.

17.4. If you apply general terms and conditions yourself, such as purchasing conditions, they do not apply to our collaboration. We cannot agree to this because of the (special) rules that apply to lawyers.

17.5. We may change or supplement these General Terms and Conditions. We will inform you of the change or addition as soon as there is reason to do so.

17.6. Is an agreement made void? Then the rest of the agreements remain valid. We will then replace the void agreement with a new agreement that is as similar as possible to the void agreement.

17.7. The General Terms and Conditions have been drawn up in Dutch and English. The Dutch text is binding.