

General conditions



Dundas Legal Consultancy

1. Dundas Legal Consultancy ("DLC") is a sole proprietorship (in Dutch: 'eenmanszaak'), established in The Hague, The Netherlands, whose object is to provide legal service to individuals and business clients.
2. All stipulations in these General Terms & Conditions have also been made on behalf and for the benefit of the director(s) of sole proprietorship mentioned above and on behalf and for the benefit of any and all persons engaged & employed (or having been employed) by or for DLC carrying out the assignments of Clients, whether or not as employees of DLC, and whether or not this concerns lawyers or other staff members of DLC.

Assignments by third parties

3. All assignments and all works and services by client are deemed to have been exclusively given to and accepted by DLC and shall be deemed to be handled, carried out and / or executed by DLC exclusively. Articles 7:404, 7:407 second paragraph and 7:409 of the Civil Code are hereby excluded.
4. These General Terms & Conditions shall be applicable to any and all offers and agreements under which DLC offers or supplies services. Deviations from these General Terms & Conditions shall only be valid, if they have been agreed on explicitly and in writing.
5. In the framework of executing the assignments DLC is authorized to engage third parties in case such services are needed and / or required in the interest of the case or matter or upon request of the Client. By the selection of third parties services providers, the utmost care and due prudence will be observed. DLC has the right to accept any limitations of liability (on behalf of the Client) stipulated by third party service providers.

Limitation and exclusion of liability

6. Any and all liability of DLC shall be limited to (A) the amount, which is (successfully) claimable and (actually) recovered under DLC's professional liability insurance and (B) the applicable deductible (amount of own risk) for DLC under mentioned insurance policy.

7. Each and any liability for errors/omissions committed by third parties as mentioned under clause 5 is excluded, meaning that DLC shall will not be liable for any failure, fault or shortcomings of such service providers.

8. Changes in the power of the Client or his representatives or agents, even if they have been entered in the public register, shall only be in force and effect towards DLC after DLC has been given notice hereof in writing.

9. Any and all rights of action and other rights or powers on whatever account towards DLC in connection with services rendered by DLC shall become null and void and shall be considered to be waived, in any case after the expiration of one (1) year after the moment at which the person or party concerned became familiar with, or could have been familiar in reason with, the existence of these rights of action or other rights or powers.

Indemnification

10. The Client shall indemnify and hold DLC harmless from and against any and all third party claims, actions or demands – including expenses to be incurred by DLC in connection therewith - arising from or relating in any way to the works or services carried out for the Client by DLC unless they result from gross negligence or willful misconduct by DLC.

Fees, Expenses and payments

11. The professional fees amount € 100,- (including VAT) per hour. For commercial clients the professional fee amounts € 100,= plus VAT. Unless otherwise agreed upon, the fees shall be calculated based of the number of hours worked multiplied by the applicable hourly rate.

12. The professional fees charged by DLC shall be increased with a surcharge for administrative costs.

13. DLC reserves the right to change the hourly rate as well as the percentage of the surcharge for administrative costs from time to time at its full discretion.

14. DLC has the right to increase the hourly fee with a certain factor to reflect the complexity, the urgency or importance of the matter. A factor can also be applied in case work and services are necessary and have to be rendered in the weekend and / or in the evening and / or on official holidays and/or during vacation time.

15. Out of pocket expenses (disbursements) made and paid by DLC in connection with the engagement, such as court administration fees, bailiff fees, costs of external experts, and travel expenses, will be billed separately.

16. In case a fixed price is agreed for rendering certain services, and the rendering of the services leads to extra work and performances that cannot be deemed in reason to be included in the fixed price, DLC timely informs the Client about the financial consequences of this extra work or performances.

17. DLC has the right to request a deposit / advance payment for services to be rendered and/or third party fees.

18. Payments shall be made without deduction or compensation in Euro currency at the offices of DLC either by cash or by wire transfer into a bank account designated by DLC, within 14 days of the date of the invoice.

19. If the Client does not object explicitly and in writing to the invoice within a period of one month after the Client can be deemed to have received the invoice, the invoice will be considered approved by Client.

20. In the event that the client has not paid the invoice on the due date of payment, the client will be given notice of default and given a reasonable term to pay the invoice as yet. In the event that the client does not comply with the notice of default, he is in default and DLC has the right to cease or suspend its activities/services until the client has paid the outstanding invoice/invoices in full.

21. DLC is authorized to set off monies received on behalf of the Client against outstanding fees, disbursements and outstanding invoices.

22. Notwithstanding DLC's other rights, all outstanding invoices will be subject to statutory (commercial) interest and reasonable collection costs, including, but not limited to, reasonable attorney's fees. Part of the month will be considered a whole month.

23. All collection costs of DLC made with regards to the enforcement of payment of outstanding invoices, including out of court collection costs ex art. 6:96 sub 2c of the Civil Code will be for the account of the Client. Parties hereby agree that these costs amount to at least 15% of the outstanding (principal) amounts. DLC reserves the right to claim more than 15% if the real collection costs are higher.

Applicable law and jurisdiction

24. This agreement and all (non) contractual obligations arising from this agreement, are governed by and interpreted in accordance with Dutch law. Any disputes regarding the services of DLC and this agreement are subject to the exclusive jurisdiction of the court in The Hague, to which each party submits for the purposes of this agreement. If any provision of this agreement is (in whole or in part) unenforceable, then the remaining provisions remain in full force.