

The General Terms and Conditions under which services are provided by or on behalf of LWYRS advocaten arbeidsrecht, a trade name of LWYRS B.V., hereinafter: "LWYRS".

1. LWYRS has as its objective the practice of law through solicitors (advocacy) in the broadest sense of the word, as well as to practise Alternative Dispute Resolution (ADR) (mediation, arbitration, binding advice), litigation support and other support processes.
2. All assignments will be accepted and carried out, leaving aside articles 7:404 and 7:407 of the Dutch Civil Code, exclusively by or on behalf of LWYRS on behalf of the client. The above also applies if it is the implicit or explicit intention that an instruction is performed by a specific person. Third parties cannot derive any rights from the work performed. The client accepts that LWYRS will comply with the rules of conduct and professional rules applicable to the Contractor during the performance of the assignment and agrees to comply with the obligations the Contractor will have at all times.
3. Client is the natural or legal person(s) granting LWYRS an assignment to perform services.
4. The Client shall provide LWYRS with all information that may be relevant to the correct performance of the agreement of engagement, as well as all information that LWYRS requires from the Client (all this if and insofar as the Client is able to provide such information).
5. LWYRS is entitled to engage the services of (one or more) third parties not working within its organization, including but not limited to foreign lawyers, during the performance of the instructions. LWYRS is not liable for errors and/or shortcomings of these third parties. LWYRS is entitled, without prior consultation with the client, to accept on behalf of the client any limitation of liability on the part of the third parties it engages.
6. The client shall allow LWYRS and the persons involved in the performance of an instruction by or on behalf of LWYRS to share information regarding the client and the instruction with other persons who are associated with LWYRS or involved by LWYRS, to the extent necessary or useful for the performance of the instruction and/or relationship management.
7. LWYRS shall invoice the work performed on a monthly basis, accompanied by a specification of the work performed (fee) and costs incurred. The hourly rates will be set on January 1st each year and adjusted according to the CPI of the CBS. This may result in an adjustment of the hourly rates in current assignments. All fees and (office) expenses charged by LWYRS are exclusive of VAT, unless explicitly stated otherwise. Travel time incurred for a matter counts as working time and will be charged as such at the applicable hourly rate. In addition to the hourly rate, the client shall pay additional costs such as court registry fees, bailiff fees, and in both legal practice and ADR practice travel and accommodation expenses and costs of experts engaged. Where appropriate, LWYRS is entitled to request an advance payment.
8. If a client fails to pay an invoice within the agreed term of payment, a reminder will be sent and subsequently a demand for payment. Objections to the amount of invoices do not suspend the payment obligation. In the absence of timely payment, LWYRS is entitled to suspend its work. If no payment is made after a reminder, the client is in default. LWYRS reserves the right to take all measures which are legally possible and permitted to recover claims from the client.

9. The liability of LWYRS for the total damage suffered by a client, which is a consequence of an event (including a failure to act) or a series of related events, is limited to: (i) the amount paid out under the professional liability insurance of LWYRS increased by the excess of LWYRS under that insurance or (ii) if for whatever reason no insurance payment is made, to the fee charged by LWYRS to the client in the matter concerned with a maximum total of €10,000. In determining the liability of LWYRS towards the client, events which are related to each other (including failure to act) will be considered as one damaging event. LWYRS is not liable towards the client if and as long as the client fails to comply with its obligations towards LWYRS and as set out in Article 4 of these general terms and conditions. Liability for indirect damage or consequential damage is excluded under all circumstances. Claims regarding the alleged liability of LWYRS must be filed by the LWYRS customer in writing, stating the reasons, as soon as possible but no later than three months after the event (which also includes any negligence) from which the damage directly or indirectly resulted.
10. By accepting the agreement, the client grants LWYRS permission for automatic processing of personal data collected and to be collected by LWYRS. This includes the copying and storage of (a copy of) the client's proof of identity.
11. The client shall indemnify LWYRS against all claims of third parties who claim to have suffered damage due to or in connection with work performed by LWYRS on behalf of the client and shall reimburse LWYRS for the reasonable costs of defence (including legal assistance) against such claims.
12. Not only LWYRS but also all natural and legal persons, including its shareholders, directors and/or employees who, directly or indirectly, are involved in the services provided by or on behalf of LWYRS in any manner, may invoke these General Terms and Conditions. The same applies to all natural and legal persons referred to above (including their heirs, if any) if they are held liable after they have left the office of LWYRS.
13. Unless otherwise agreed in writing, these General Terms and Conditions shall apply to all agreements for services entered into between the client and LWYRS and shall also apply to any amended additional or follow-up instructions. The applicability of General Terms and Conditions to which documents originating from the client refer is hereby expressly excluded. LWYRS is entitled to amend these general terms and conditions unilaterally. If this authority is exercised, the client will be informed immediately with a copy of the amended general terms and conditions, after which they will be applicable.
14. During the execution of the agreement LWYRS and the client may communicate with each other by email. LWYRS and the client are not liable towards each other for any damage resulting from the use of email, provided that both parties will do everything that can reasonably be expected to prevent risks, such as spreading viruses.
15. The legal relationship between the client and LWYRS is governed by Dutch law. The client and LWYRS and/or the Professionals will attempt to resolve any disputes through mediation in accordance with the MfN Mediation Regulations. As long as the mediation has not been concluded, neither party will submit the dispute to a court, unless solely for the purpose of preserving rights.
16. These General Terms and Conditions have been drawn up in Dutch and in English. In the event of any discrepancy in the content or intent of the Dutch and English texts of the General Terms and Conditions, the Dutch text shall be binding.

