

GENERAL TERMS AND CONDITIONS OF SPRING ADVOCATEN

1. In these general terms and conditions, 'Spring Advocaten' is taken to mean the following law practices trading under that name, being:
 - (a) Spring Lawyers B.V. (Chamber of Commerce file number 60286210);
 - (b) Tjong-A-Hung Advocaat (Chamber of Commerce file number 34309986);
 - (c) René Snip Advocatuur (Chamber of Commerce file number 50272837).These include the professional companies affiliated with these practices, the lawyers associated with them and the employees working for them.
2. Each law practice mentioned above shall be run for its own account and at its own risk, and shall accept assignments for the relevant practice. The operation of Section 227b(1) of Book 6 of the Dutch Civil Code is excluded to the extent possible.
3. The sole contractor shall be the law practice accepting the assignment in writing or by starting the actual work and shall carry out the assignment. This also applies if the explicit or tacit intention is that an assignment is carried out by a specific individual or in case of substitution or collaboration in pending cases.
4. The provisions of these general terms and conditions shall apply to any engagement, including any follow-up engagement and/or amended or additional engagement given to Spring Advocaten, and to all legal relationships resulting from or relating to such engagement. Deviating arrangements shall not be legally valid, unless explicitly agreed upon.
5. The provisions of these general terms and conditions shall moreover apply to any legal relationship created as a result of or in connection with the use of the website(s) and e-mail accounts maintained by Spring Advocaten.
6. The operation of Sections 404, 407(2) and 409 of Book 7 of the Dutch Civil Code is hereby excluded. Partners and anyone working for Spring Advocaten, either under an employment contract or otherwise, shall not be personally bound or liable, not even if the assignment was given with a specific individual in mind.
7. It is also stipulated that these general terms and conditions apply for the benefit of any third party, either under an employment contract or otherwise, involved directly or indirectly by Spring Advocaten for the purpose of carrying out any assignment, or who is or may be held liable in connection with such assignment.
8. In carrying out any assignment, Spring Advocaten shall take appropriate measures to maintain client-lawyer confidentiality, on the understanding that the client gives permission:
 - (I) whether or not in connection with the assignment, to use data known within the organisation of Spring Advocaten, and to disclose data on a need-to-know basis for the purpose of carrying out the assignment. Consider in this respect the rendering of legal services, mediation or referral of clients, litigation, the collection of outstanding invoices, compliance with our obligations arising from legislation, client relationship management, marketing and communications;
 - (II) to communicate by any customary means of communication (including in particular by e-mail and the internet);
 - (III) to make available or disclose, as the case may be, personal data processed in the context of the work and service provision, to third parties (such as bailiffs, courts, advisors/consultants involved, etc.).
9. When retaining third parties, Spring Advocaten shall observe due care and liaise with the client on the selection of such third party (where customary). Spring Advocaten shall be authorised to accept terms and conditions that apply to the relationship between the third party and itself or that are stipulated by the third party in question. Spring Advocaten shall be allowed to invoke these general terms and conditions against the client insofar as it concerns the carrying out of the assignment, without prejudice to the power to invoke the general conditions of Spring Advocaten.
10. Unless otherwise agreed upon in writing, the fee shall be determined on the basis of the hours spent multiplied by the applicable hourly rate as determined from time to time by Spring Advocaten, and/or as agreed with the client. The fee shall solely cover the work carried out by Spring Advocaten. Any disbursements incurred for the assignment shall be payable by the client and shall be charged to the client. To cover the general office expenses (including but not limited to postage and shipping charges, telephone charges, internet costs and copy costs), a percentage of the fee to be determined by Spring Advocaten shall be added to the fee in the invoice. All amounts shall be exclusive of VAT, regardless of whether the client is a natural person or acts in the context of a profession or business.
11. In principle, the work shall be invoiced on a monthly basis. The term of payment shall be 14 days. Payments must be paid by bank transfer. If payment is not made in time, Spring Advocaten shall be entitled to charge interest/commercial interest at the statutory rate and extrajudicial costs, without having to give any further notice of default. At any time, the client may be asked to pay an advance for work performed or yet to be performed and/or for disbursements incurred or yet to be incurred. Spring Advocaten shall be entitled to keep advances paid until the final invoice. Work may be suspended if no advance is available to cover the relevant costs. Invoices cannot be offset by the client. Complaints about invoices must be made within two months of the invoice date, on pain of loss of rights.
12. The Client hereby gives permission, for the future, to set off disbursements and/or amounts invoiced against advances held by Spring Advocaten or against amounts received or held for the client. Following set-off, Spring Advocaten shall be entitled to keep in its possession all or part of the balance accruing to the client as an advance for work done or yet to be done.
13. The client shall always keep copies of all documents provided to Spring Advocaten in the context of the assignment given for their own file. After termination of the assignment, Spring Advocaten shall be entitled to permanently delete or cause to delete all documents held by it upon expiry of the prescribed retention period.
14. The client can only hold liable the law practice that is the contractor within the meaning of these general terms and conditions. The law practices listed in article 1 are not mutually liable for each other's acts/omissions/performance/conduct etc. Any liability following from or in connection with the carrying out of an assignment shall be excluded in respect of third parties and shall be limited in respect of the client to the amount actually paid in the relevant case under the professional liability insurance or the business liability insurance and shall be excluded where the loss is not covered, except where the loss is the result of wilful conduct or gross negligence. The law practices listed in article 1 have taken out and maintain a professional liability insurance that meets the requirements set by the Dutch Bar Association (Nederlandse Orde van Advocaten). All claims for damages pursuant to unlawful acts, breach of contract, undue payment, unjustified enrichment, professional errors or on any basis whatsoever, shall lapse if they have not been brought before the competent court within one year of the loss having occurred and/or having been discovered.

15. The legal relationship with the client shall be governed by Dutch law. Any dispute arising from the legal relationship shall be heard exclusively by the competent court in Amsterdam. If Spring Advocaten is the claimant, it shall be entitled to bring an action before the court with jurisdiction over the place of residence of the client. Where there is any discrepancy between the Dutch version and any translation of these general terms and conditions, the Dutch version shall prevail.

16. These general terms and conditions shall take effect on 1 October 2020 and can be found on www.springadvocaten.nl.

Spring Advocaten