

General Terms and Conditions Meijers Canatan Advocaten

▪ **Article 1, General**

1. These General Terms and Conditions apply as from 2020.
2. Meijers Canatan Advocaten LLP is a limited liability partnership established under the laws of England and Wales and registered with Companies House under number OC431277. Meijers Canatan Advocaten LLP has its registered office at Bedfont Lane 262, Feltham, Middlesex TW14 9NU, United Kingdom, and its principal place of business at Herengracht 478, 1017 CB Amsterdam, the Netherlands, and is listed in the Dutch Commercial Register of the Chamber of Commerce under number 77839080.
3. These General Terms and Conditions apply to all assignments entrusted by the clients of Meijers Canatan Advocaten LLP (hereinafter referred to as Meijers Canatan Advocaten) to the firm, its lawyers or employees, including any subsequent, changed or additional assignment. Each lawyer operates as a self-employed professional, either as a natural person or as a legal person. A lawyer may also be gainfully employed by Meijers Canatan Advocaten. The same applies to the legal assistants to whom these General Terms and Conditions also apply.
4. All assignments are deemed to be given to and are only accepted by or on behalf of Meijers Canatan Advocaten, even if the explicit or tacit intention is that an assignment is carried out by one or several specific persons.
5. Varying or additional conditions only apply after having been set out beforehand in writing. Furthermore, the provisions of these General Terms and Conditions apply to any legal relationship arising from or related to the use of the websites kept by Meijers Canatan Advocaten, with due observance of the disclaimers customarily in use for the internet.
6. The legal relationship between the client and Meijers Canatan Advocaten is governed by Dutch law. Any disputes, in so far as not falling within the scope of disciplinary law as referred to in the Counsel Act (*Advocatenwet*), ensuing from that legal relationship will be settled exclusively by the competent Court in Amsterdam, the Netherlands.
7. By giving an assignment, the client confirms to have explicitly taken cognizance of and agree with these General Terms and Conditions.

▪ **Article 2, Assignment**

1. All assignments are deemed to be exclusively given to and accepted by Meijers Canatan Advocaten. Articles 7:404, 7:407 (2) and 7:409 of the Dutch Civil Code do not apply to assignments accepted by or on behalf of the partnership. Third parties cannot derive any rights from the work performed or from the ensuing results.
2. Agreed assignments are exclusively executed for the client. Unless explicitly agreed beforehand in writing by Meijers Canatan Advocaten, parties other than the client may not rely on or derive rights from the results or the execution of the work carried out for the client.

▪ **Article 3, Engagement of Third Parties**

Meijers Canatan Advocaten shall, when engaging third parties not forming part of its organisation, exercise due care and shall to the extent reasonably possible consult with the client about the selection of these third parties. Any liability for shortcomings of these third parties is excluded. These General Terms and Conditions are also stipulated on the part of any third party, whether gainfully employed or not, engaged in the execution of any assignment or who is or could be liable in relation therewith. Any expenses incurred as a result of third-party engagement will be charged to the client.

▪ **Article 4, Confidentiality**

During the execution of an assignment Meijers Canatan Advocaten is bound to keep confidential any information brought to its attention relating to the client personally, the nature and scope of his/her interests in the case and all other matters covered by the confidentiality obligation. Meijers Canatan Advocaten shall take all appropriate measures in the execution of the assignment to preserve confidentiality and secrecy. Nevertheless, unless otherwise agreed in writing, the following applies to the assignment: The client grants permission for communication purposes to make use of all means of communication in general use at the time, in particular internet and e-mail applications. The use thereof is entirely at the risk of the client, except in the event of wilful misconduct or gross negligence.

▪ **Article 5, Fees and Invoicing**

1. Unless otherwise agreed in writing, the fees will be calculated as follows:

In legal-aid cases (i.e. 'pro bono' or financed legal aid):

Any personal contribution determined by the Legal Aid Board (*Raad voor de Rechtsbijstand*).

In cases without legal-aid, expenses to be borne entirely by the client:

The number of hours worked multiplied by the applicable fees as agreed between Meijers Canatan Advocaten and the client.

2. In principle, the client will be invoiced on a monthly basis, unless the time spent or to be spent on the case is such that interim invoices may be sent. The payment term is 14 days as from the invoice date. Failure to pay in time gives Meijers Canatan Advocaten the right to charge statutory interest without further notice of default. An advance payment may be requested at all times for work executed or to be executed.

3. The invoice to the client will include to the extent possible a breakdown of time spent, rounded off to units of 6 minutes. If and in so far work is carried out which has been paid in advance, the client will receive the breakdown of time spent with the final invoice. On request an interim breakdown of time spent will be provided to the client.

4. Depending on the nature of the assignment and the work to be carried out, Meijers Canatan Advocaten has the right to deviate from the principle that invoices are sent on the basis of hours worked.

5. Expenses paid for the client will be charged separately.

6. Work may be postponed if no advance payment for it has been received. The total costs for judicial or extrajudicial collection of invoices due shall be borne by the client.

7. All amounts are in euros and exclusive of VAT unless explicitly stated otherwise.

8. Meijers Canatan Advocaten complies with the obligation to report under the Money Laundering and Terrorist Financing (Prevention) Act (*Wet ter voorkoming van witwassen en financieren van terrorisme, Wwft*).

Please refer to the *Wwft* manual of the Netherlands Bar (<https://www.advocatenorde.nl/A-Lawyer's-Guide-to-Detecting-and-Preventing-Money-Laundering>).

9. A client who is entitled to legal aid, agrees to be assisted on a paying basis, if this is agreed in the above sense with the lawyer who accepts the assignment, by payment of an advance or the invoice(s).

▪ **Article 6, Work**

The work invoiced by Meijers Canatan Advocaten as a result of the execution of the assignment includes:

- the processing of incoming and outgoing phone calls with the client and/or others for the execution of the assignment;
- the processing of incoming correspondence, including incoming electronic mail;
- the editing of outgoing mail, including outgoing electronic mail;
- research and study of literature and case law;
- the study of the (court) documents, correspondence, financial documents and all other written documents provided by the client on acceptance of the assignment, including all written documents provided to the acting lawyer or legal expert after the assignment and which relate to the assignment. Written documents also include electronic documents;
- organizing meetings inside and outside the office;
- attending court hearings;
- the drafting of court documents;
- visits to penal institutions, police stations and prisons;
- travel times to and from court hearings;
- meetings and appointments outside the office including waiting times at (sub)district courts, courts of appeal, penal institutions, police stations, etc.

▪ **Article 7, Liability**

1. Any liability of Meijers Canatan Advocaten is limited to the amount paid out in the case in question under its professional liability insurance, plus the amount of the applicable excess of the insurance in the case in question. Meijers Canatan Advocaten has taken out a professional liability insurance for all lawyers connected with or working from the office as well as for any other employees from HDI Global Speciality SE, Westblaak 14, 3012 KL, Rotterdam, the Netherlands. Per claim

the insured amount is at most € 500,000.00 and per policy year at most twice the insured amount.

2. If for any reason no payment occurs under the terms of the said insurances, any liability is limited to three times the fees paid to Meijers Canatan Advocaten in the case concerned and in the calendar year concerned, up to a maximum of € 15,000.00.

3. For liability related to third parties called in for the client, please refer to Article 3 of these Terms and Conditions.

4. Meijers Canatan Advocaten cannot guarantee the confidentiality of (electronic) means of communication. Prior to sending any specific message, the client can (in time) request to make use of the electronic means of protection available at Meijers Canatan Advocaten. Meijers Canatan Advocaten is not liable for the incorrect or incomplete transfer of information or delay in the reception of e-mail and any other form of data traffic. Meijers Canatan Advocaten is also not liable for damage resulting from the use of electronic means due to non-delivery, interception or manipulation of (electronic) messages by third parties or programmes/devices used for (electronic) communication and transfer of viruses and other malware.

▪ **Article 8, Retention Period**

The retention period of files (court documents, not being shadow documents in criminal cases, relevant correspondence and agreements) is five years, as from the date of the final notification to the client or irrevocable legal decision to which the work related. At the end of the retention period the files will be destroyed. The retention period can only be deviated from by further written agreement. In the absence of such an agreement, Meijers Canatan Advocaten is released from the retention obligation after five years.

▪ **Article 9, Termination**

Meijers Canatan Advocaten is authorized to terminate the assignment agreement with immediate effect without intervention of a judicial authority if:

- the client damages or has damaged the reputation of Meijers Canatan Advocaten and this has been established on the basis of objective and verifiable facts;
- the client does not provide the required cooperation with the assignment entrusted to Meijers Canatan Advocaten.
- there is a difference in opinion between the client and Meijers Canatan Advocaten about the way the agreement for services has to be dealt with and this dispute cannot be resolved in mutual consultation;
- a breach of trust occurs between Meijers Canatan Advocaten, or the acting lawyer, and the client which obstructs an appropriate representation of the interests of the client.

▪ **Article 10, Clients' Account**

On a clients' account at the ABN AMRO Bank in Amsterdam, the Netherlands, monies are received by the Stichting Derdengelden Meijers Canatan Advocaten on behalf of the client of Meijers Canatan Advocaten.

▪ **Article 11, Amendment and Location of these General Terms and Conditions**

These Terms and Conditions can be accessed on the website of Meijers Canatan Advocaten (www.meijerscanatan.nl). The latest published version or the version applicable at the time of the formation of the agreement(s) always applies.

▪ **Article 12, Complaints Procedure**

The firm participates in the Complaints and Dispute Settlement Scheme for the Legal Profession (*Klachten- en Geschillenregeling Advocatuur*). The complaints procedure can be accessed on the website and describes the internal complaints procedure.

▪ **Article 13, Protection of Personal Data**

In the execution of its assignment, Meijers Canatan Advocaten shall take appropriate measures to protect confidentiality and secrecy. Meijers Canatan Advocaten processes (gathers, uses, stores, provides and destroys) personal data in accordance with its Privacy Statement which can be accessed on the website.