

1. Gelijk Advocaten is a partnership between the partnership Gelijk Advocaten and Toemen Advocaten B.V.
2. These general terms and conditions shall apply to every assignment agreement, including any follow-up assignment or altered or supplementary assignment between Gelijk Advocaten and the client, insofar as the parties have not deviated explicitly and in writing.
3. If it becomes apparent during the execution of the agreement that it is necessary to change or supplement the work to be performed, the parties will adjust the assignment accordingly on time and in mutual consultation.
4. If the change or supplement to an assignment has financial consequences, Gelijk Advocaten will inform the client of this in advance.
5. The parties can terminate the agreement with immediate effect in writing at any time.
6. The parties can agree on a fixed fee when the contract of assignment is concluded.
7. If no fixed fee is agreed upon, the fee will be determined on the basis of the number of hours worked multiplied by the hourly rate of the attorneys at Gelijk Advocaten, unless agreed otherwise.
8. Cost estimates and fee agreements are exclusive of VAT.
9. The fee, if necessary increased by disbursements and / or invoices from third parties engaged after consultation, will be invoiced to the client every month, unless otherwise agreed. The payment term will be 14 days to be counted from the date of invoice, unless the parties have made other agreements about this.
10. Payment by the client must take place within 14 days after the invoice date, on a bank account to be designated by Gelijk Advocaten in the currency in which the invoice is made.
11. If the client has not paid within 14 days after the invoice date, the client will be deemed in default, without further notice of default, and will owe to Gelijk advocaten, after having reminded the client at least once to pay, interest at the statutory rate plus the extrajudicial costs of collection, which costs will be 15% minimum of the amount to be collected.
12. In the case of a joint assignment, clients are jointly and severally liable for the payment of the invoice amount.
13. With regard to legal aid funded by the Raad voor Rechtsbijstand (Legal Aid Council):
 - a. When granting an assignment, the client undertakes, if he is entitled to funded legal assistance, to submit all data required for this application prior to the legal assistance to be provided.
 - b. For all work, which is prior to the issuing of a decision by the Raad voor Rechtsbijstand, a so called Toevoeging, an advance is due by the client.

c. All work to be performed will be borne by the client until the moment at which the Raad voor Rechtsbijstand will have issued an unconditional definitive Toevoeging. In that case, the work will be charged to the client until the date of the entry.

d. If the Raad voor Rechtsbijstand withdraws the granted Toevoeging after termination of the case, the hourly rate will be charged for the hours worked.

14. Gelijk Advocaten is entitled, without prior notice to the client, to report Unusual Transactions of any eligible actions coming to the knowledge of Gelijk Advocaten. The client gives the copy of identity documents (passport, driving license, certified extract from the Trade Register) requested by Gelijk Advocaten when the contract is awarded.

15. If during the performance of the agreement an event occurs leading to liability, this liability shall be limited to the amount to which the professional liability insurance taken out by Gelijk Advocaten entitles, to be increased by the policy excess borne by Gelijk Advocaten under the terms of that professional liability insurance policy

16. If an event leading to liability is not covered by the professional liability insurance, this liability will be limited to twice the invoice value of the assignment, at least to that part of the assignment to which the liability relates.

17. Dutch law applies to every agreement between Gelijk Advocaten and client.

18. Disputes between the parties will only be settled by the Dutch court / complaints and disputes settlement law.

19. These general conditions are drawn up in the Dutch and English language. The Dutch text is binding.