

# UNGER HIELKEMA LAWYERS GENERAL CONDITIONS

- 1.** Unger Hielkema is a partnership firm of lawyers and mediators. A list of the firm's partners will be forwarded on request.
- 2.** Setting aside article 7:404 and article 7:407, subsection 2, of the Netherlands Civil Code, assignments shall only be accepted and performed by the partnership. Amongst other things, the purpose of this is for the assignment to be issued to Unger Hielkema lawyers as such, with the aim of substitution in the case of holidays, illness, etc. This also excludes the joint and several liability of the partnership's partners.
- 3.** When performing the assignments issued to it, the partnership shall act with due care in the performance of the work and the selection of assistants and third parties.
- 4.** Any liability of the partnership or its partners shall be limited to the sum paid out in the case concerned under the applicable professional liability insurance, in accordance with the guidelines of the General Council of the Netherlands Bar Association (Algemene Raad van de Nederlandse Orde van Advocaten), plus the deductible of the insurance sum, which, according to the policy conditions, is not payable by the insurer, except in cases of intent or gross negligence by the partnership. In the event of no payment being made for any reason pursuant to the aforementioned insurance, all liability shall be limited to the sum that the partnership charged the client in fees in the case in question and the year concerned.
- 5.** Where possible, the choice of assistants and third parties brought in by the partnership shall take place in consultation with the client and taking into account due care. The partnership shall not be liable for shortcomings of these third parties.
- 6.** The partnership shall only be liable for shortcomings of assistants and third parties if and insofar as the resulting damage can be recovered from the assistants or the third parties. The partnership shall be authorised to accept on the client's behalf any limitations of liability of assistants and third parties.
- 7.** The issued assignment shall only be performed on the client's behalf. Third parties shall not be entitled to derive any rights from the content of the work performed and the results.
- 8.** The client shall indemnify the partnership against any claims brought by third parties, including the costs incurred by the partnership in connection with any such claims, which are in any way related to the work performed for the client, except in cases of intent or gross negligence by the partnership.

**9.** In the event of the client disclosing to third parties the content of the work the partnership has performed for the client, the client shall be obliged to point out to the third parties concerned that the work was performed subject to the applicability of these general conditions. A third party that uses the content of the work in any way shall be bound by the content of these general conditions.

**10.** The client acknowledges being aware that, if the partnership requests an allocation from the Legal Aid Council (Raad voor de Rechtsbijstand (RvR)) on the client's behalf, the RvR, in performing its statutory duty, may request information on the client (and possibly the client's partner) from public services, such as the municipal personal records database and the tax authorities.

**11.** If an allocation has to be requested from the Legal Aid Council within the scope of the provision of legal aid, the Legal Aid Council, in performing its statutory duty, may request information on the client from the municipal personal records database and the tax authorities. **12.** Invoices the partnership sends must be paid within 14 days, without the client invoking any discount, deferral and/or set-off and, in the event of failing to pay, the client shall be deemed to be in default. The partnership shall be entitled to determine which outstanding amounts due from the client shall be reduced by a received payment, unless the client specifically indicates otherwise upon making the payment concerned.

**13.** Our services are subject to the Complaints and Disputes Scheme for the Legal Profession (Klachten- en Geschillenregeling Advocatuur), with the exception of disputes concerning the collection of payment for invoices that the partnership has sent to the client and with the exception of mediation assignments. Mediation assignments are subject to the complaints procedure of the Association of Family Lawyers and Divorce Mediators (Vereniging van Familierecht Advocaten en Scheidingsbemiddelaars) or the Netherlands Mediation Institute (Nederlands Mediation Instituut (NMI)).

**14.** Damage suffered by the partnership as a result of any imputable failure in the fulfilment of the client's obligations to the partnership shall also be deemed to include the costs of all judicial and extrajudicial measures. If the client's failure concerns the failure to pay promptly invoices that have been sent by the partnership, the costs of legal assistance incurred by the partnership shall be set at 15% of the principal sum owed, subject to a minimum of € 200, plus the value-added tax owed.

**15.** These general conditions have also been stipulated on behalf of the partners of the aforementioned partnership, the former partners and any parties who work or have worked for them or the partnership, pursuant to an employment contract or otherwise.

These general conditions are included on the partnership's website: [www.ungerhielkema.nl](http://www.ungerhielkema.nl) (version August 06)