

Terms and conditions Workx advocaten B.V.

“Workx advocaten”: the legal entity with limited liability, Workx advocaten B.V. with its registered office in Amsterdam, the Netherlands, and registered in the Trade Register of the Chamber of Commerce of Amsterdam under number 56660936.

“Partners”: the partners of Workx advocaten. A list of partners’ names will be provided on written request.

“Client”: the party instructing Workx advocaten.

1. All instructions, including any additional and follow-up instructions, will only be accepted and carried out by Workx advocaten on the basis of a contract for professional services.
2. A contract for professional services will only come into being once Workx advocaten has accepted the instruction in writing. As far as the formation of an agreement is concerned, the firm may only be represented by lawyers connected with the firm.
3. These general terms and conditions have also been drawn up for the benefit of the Partners, former partners, and all people who, in any way, work for or have worked for Workx advocaten.
4. Notwithstanding the provisions of Sections 404 and 407(2) of Book 7 of the Dutch Civil Code, all instructions will only be accepted and carried out by Workx advocaten. Workx advocaten is entitled at all times to assign people to perform the services. This also applies in cases where an instruction has been given with a view to having that instruction carried out by a specific person.
5. Instructions will be carried out exclusively for the Client’s benefit. Third parties may not derive any rights from the services performed and the results of those services.
6. Workx advocaten may engage third parties for the performance of the instruction. This will be done, as far as possible, in consultation with Client. Workx advocaten will not be liable for the errors or failings of the third parties that it engages. Workx advocaten is authorized to accept a limitation of liability from third parties in Client's name.
7. The liability of Workx advocaten for damage arising from or in connection with an attributable breach of performance or tort, or which is based on any other legal ground, is limited to the amount that is paid out under its professional liability insurance, plus the excess amount as mentioned in the policy terms and conditions. Information regarding the policy terms and conditions will be provided on written request. If payment under the aforementioned insurance is not made for any reason, any liability will be limited to the amount that Client has paid Workx advocaten for the instruction, or part thereof, in relation to which the liability has arisen, subject to a maximum of EUR 10,000. Any claim for compensation against the Partners in their personal capacity is excluded.
8. As soon as Client has discovered or reasonably should have discovered a possible ground for such a claim, Client will be obliged to immediately notify Workx advocaten of the existence of this claim and thoroughly substantiate it. All claims of Clients and third parties against Workx advocaten will lapse as soon as a period of one year has expired since Client or the third party became aware, or reasonably could have become aware, of the existence of those claims.
9. Client shall indemnify Workx advocaten against all third-party claims and reimburse it for all reasonably incurred costs of defense against such claims.

10. Workx advocaten and Client may communicate with each other by electronic mail during the performance of the instruction. Workx advocaten and Client will not be liable towards each other for damage arising from the use of electronic mail.

11. The fees of Workx advocaten are usually calculated on the basis of the number of hours worked multiplied by the applicable hourly rate, plus reimbursement for costs incurred (including but not limited to travelling expenses, court registry fees, local counsel's fees, courier costs, translation costs and, in general, the costs of the third parties engaged in consultation with Client). Workx advocaten are entitled to make subsequent alterations to its hourly rate and reimbursement amounts that it charges. The alteration will also apply in the absence of prior notice. Workx advocaten will always be entitled to request a retainer for fees from Client. Workx advocaten will only be obliged to commence work after receipt of the retainer. The retainer will be deducted from the last invoice.

12. Services are usually invoiced to Client on a monthly basis. Payment of Workx advocaten's invoices must be made in euros within 14 days of the invoice date, failing which Client will be deemed to be in default. Client is not entitled to apply set off or to suspend payment. Once the due date has passed, Workx advocaten will be entitled to lay claim to the payment of statutory interest, as well as extrajudicial collection costs (which costs are jointly estimated at 15% of the capital sum).

Workx advocaten is also entitled to set off its conditional and/or reasonably foreseeable existing or future claims against Client against that which it owes and/or reasonably will owe Client.

Either of the parties may terminate the agreement, but may only do so by way of notice, if required with immediate effect. Client is obliged to pay for the services performed until the moment of termination.

13. Workx advocaten is entitled to settle any conditional and/or reasonably foreseeable amount owed by Client with any amount Workx advocaten owes Client and/or is in all reasonableness going to owe Client.

14. Both parties may only terminate the contract for professional services via giving notice, with immediate effect if desired. Client is obliged to pay compensation for all services rendered until the termination date.

15. The general terms and conditions have been drawn up in Dutch and English. The Dutch text will be binding in the event of any dispute regarding the content or purpose of these general terms and conditions.

16. The contract to which these general terms and conditions apply will be governed exclusively by Dutch law. The Amsterdam District Court has exclusive jurisdiction to take cognizance of all disputes arising from the aforementioned contract and these general terms and conditions.
