

GENERAL TERMS & CONDITIONS
VAN KAAM ADVOCATEN

1. Van Kaam Advocaten ("VKA") is a partnership based at Oosteinde 3, 1017 WT in Amsterdam (VAT number: 856.133.954.B.01), whose purpose is practising a law firm and providing legal services.
2. These general terms and conditions apply to all services by VKA.
3. All assignments given to VKA will be accepted and carried out with exclusion of Article 7:404 and 7:407 (2) of the Dutch Civil Code. VKA is therefore the only contractor, regardless of whether the client has granted the assignment with the intention that the work is being performed by a particular person/lawyer. The partners and individual employees of VKA are not personally liable or bound and the commissioned assignment does not end by death, bankruptcy or legal restraint.
4. To avoid conflicts of interest clients of VKA shall provide names of (potential) counterparties before entering into an agreement regarding the provision of services by VKA. VKA will examine whether it is possible to act on behalf of the client regarding the assignment. When VKA comes to the conclusion this is not the case, VKA will not handle the assignment.
5. Any liability of VKA is limited to the amount paid out in respect of it by VKA's insurer, plus VKA's excess under that insurance under the specific policy conditions. This limitation of liability also applies to the event an assignment is wrongly refused and any damages deriving thereof.
6. The liability of VKA shall lapse when the client does not hold VKA liable in writing within 12 months from the date on which the client has become aware of, or is deemed to be aware of, the event giving rise to the liability.
7. VKA is entitled to use the services of third parties when carrying out assignments and shall consult the client, when reasonable, prior to the engagement of such third party. In no event VKA shall be liable for any shortcomings of such third parties.
8. VKA does not accept any liability when the work carried out by VKA is used without her permission for any purpose or in another situation than originally concerned with the assignment.
9. Client indemnifies VKA against all third party claims, including legal aid costs, associated in any way with the work carried out for the client, unless these claims are the result of intent or gross negligence of VKA.
10. The fee will be calculated by VKA based on the applicable hourly rates disclosed beforehand to the client and applicable at VKA and the time needed to carry out the work, plus a fixed percentage of VAT and a fixed surcharge for office expenses, unless otherwise agreed upon.

VKA is entitled in some cases to charge an advance payment on the fee and cannot be required to start carrying out the work before the agreed advance payment is received by VKA.

11. Additional costs, not associated with the hourly rate of VKA, such as but not limited to court fees, information costs, bailiff fees, travel costs, courier charges, translation charges and the charges of third parties engaged in carrying out the assignment, will be charged to the client.
12. The services will normally be charged on a monthly basis with a payment term of 14 days. In the absence of timely payment VKA is entitled to charge the statutory interest as well as any judicial and extrajudicial collection charges to the client.
13. On all services of VKA its complaints procedure is applicable. With this procedure VKA meets the requirements of Article 6.28 of the Dutch Regulation on the legal profession. This procedure is disclosed on the website www.van-kaam.nl and will be provided to the client at any written request (at info@van-kaam.nl). This complaints procedure is in conformity with the model drafted by the Dutch Bar Association.
14. These terms and conditions shall also apply to any additional and follow-up assignments of the client.
15. These terms and conditions can also be invoked by the partners of VKA, the Foundation Derdengelden Van Kaam Advocaten, its director(s), the lawyers of VKA and all other persons working for or on behalf of VKA.
16. The terms and conditions of VKA are drawn up in Dutch and English. In the event of any disagreement on the interpretation of any provision, the Dutch text shall prevail and be legally binding.
17. On the legal relationship between VKA and its clients with the exclusion of any other law Dutch law applies. Any disputes – with exclusion of disputes regarding the complaints procedure – will be submitted to the competent District Court of Amsterdam. The same applies to unsolved complaints.

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