

General Terms and Conditions
Moree Gelderblom Law,
registered in Rotterdam and also practising in Hendrik Ido Ambacht

1. Moree Gelderblom Advocaten (Moree Gelderblom Law) is a partnership of legal persons with limited liability. Natural persons may also join the partnership. A list of partners is available on request.
2. Contrary to articles 7:404 and 7:407, paragraph 2, of the Netherlands Civil Code, all commissions will be accepted and fulfilled solely by Moree Gelderblom Advocaten, even if it is the express or tacit intention that a particular commission will be fulfilled by a particular individual.
3. These General Terms and Conditions apply to all order contracts, including supplementary and repeat order contracts, unless otherwise agreed in writing prior to the closure of the contract.
4. An order contract is not closed until the order has been accepted by the partnership. For the purpose of contract closure, the partnership may be represented only by a lawyer attached to the practice.
5. All stipulations of these General Terms and Conditions are made not only on behalf of Moree Gelderblom Advocaten, but also on behalf of the partners in Moree Gelderblom Advocaten, the directors of participating legal entities, and all persons who undertake activities for or on behalf of Moree Gelderblom Advocaten, or are engaged by Moree Gelderblom Advocaten to assist the fulfilment of a commission, or for whose acts or omissions Moree Gelderblom Advocaten may be held accountable.
6. The partnership shall exercise due professional care in the fulfilment of all orders, in the performance of all activities and in the selection of assistants.
7. In respect of the fulfilment of a contract, the client shall be liable to pay a fee (financial payment relating to the interest or time invested), plus disbursements (expenses incurred by the partnership in connection with the contract), a practice fee (a fixed surcharge on the fee to cover the cost of operating the office facilities) and turnover tax (VAT), unless agreed otherwise.
8. If the fulfilment of the contract extends over a period exceeding one month, interim invoices may be submitted for activities undertaken up to a given point in time.
9. The partnership may require the client to make an advance payment (deposit). Any advance payment received is set off against the final invoice for the order.
10. In cases that are handled on the basis of the statutory legal aid system, the provisions set out above apply only to costs for which the client is liable under the terms of the legal aid authorisation.
14. In any given case, all liabilities of Moree Gelderblom Advocaten (and of the other persons referred to in article 5) are limited to a total not exceeding the sum recoverable under the professional liability insurance policy arranged by Moree Gelderblom Advocaten, plus the excess amount that the policy terms specify as not recoverable from the insurer. If, for any reason in a given case, nothing is recoverable under the said insurance policy, all liabilities are limited to the fees charged by Moree Gelderblom Advocaten in respect of the case in question, up to a maximum of € 25,000.
15. If the partnership engages the services of any assistant or third party, the partnership shall always exercise due care. However, the partnership is not liable for any damages arising out of the shortcomings of any such assistant or third party.
16. The limitation of liability defined above applies equally in circumstances where the partnership is liable for the errors of a third party engaged by the partnership or for the malfunction of equipment, software, databases, registers or other items used by the partnership in the fulfilment of the contract.
17. The client indemnifies the partnership against all claims that may be made by third parties, and any related costs that the partnership may incur, insofar as such claims relate in any way to activities undertaken for the client, except in cases of malicious intent or gross negligence on the partnership's side.

COMPLAINT AND DISPUTE RESOLUTION ARRANGEMENTS

18. The legal relationship between the client and the partnership is covered by a complaints system. A copy of the rules governing that system is available at no cost from the lawyer responsible for the case in question and will be dispatched promptly upon request. Complaints regarding the services of the partnership may be addressed to the responsible lawyer or to the partnership's complaints officer, Meester S. Visser. A client that makes a complaint will receive a written response within four weeks of the complaint's submission.
19. Any dispute concerning the company's services, including any dispute regarding an invoice for services rendered, which cannot be resolved internally, shall be referred to and decided either by the Advocacy Consumer Complaints Board (if the client is not acting in a professional or commercial capacity) or by the Advocacy Business Complaints Board (if the client *is* acting in a professional or commercial capacity), the relevant body being referred to below as 'the Complaints Board'. Any such dispute shall be dealt with in accordance with the relevant Complaints Board's regulations. A copy of the applicable regulations shall be made promptly available to a complainant free of charge upon request. The applicable regulations are also available on the website of Moree Gelderblom and on the website of the Advocacy Complaints Boards (www.degeschillencommissie.nl). The decision of the Complaints Board shall be treated by the company as binding. The decision of the Complaints Board shall be implemented in accordance with the instructions of the Complaints Board.
20. The client shall always have the option of referring a dispute to a court of law, in preference to the Complaints Board. The client shall be entitled to exercise that option for one month after notice is given that the dispute is to be referred to the Complaints Board. Any referral of a dispute to a court of law must be to the competent court at Rotterdam, notwithstanding the company's right, when acting as plaintiff, to refer a dispute to a court of law whose jurisdiction includes the client's place of residence.
21. The legal relationship to which these General Terms and Conditions apply is governed by Dutch Law. Disputes may be judged only by a competent Dutch court of law.

These General Terms and Conditions were deposited with the Clerk of Rotterdam Court on 31 January 2022, under deposition number 3/2022.

PAYMENT

11. The client's payment obligations may be discharged only by transferring funds to one of the bank accounts or giro accounts in the name of the partnership or the associated foundation known as Stichting Derdengelden Moree Gelderblom Advocaten, or by payment in cash and in exchange for proper documentary evidence of receipt.
12. Invoices issued by the partnership must be paid within fourteen days of the invoice date. In the event of late payment, the client shall be legally in default and liable for late payment interest at a rate equal to the statutory rate of interest in force at the time.
13. If the partnership takes debt recovery action against a client that is in default, the client shall be liable for all the judicial and extrajudicial costs thus incurred. Furthermore, the partnership's xtrajudicial costs shall be deemed to be at least 10 per cent of the value of the outstanding invoice(s).

LIABILITY

Advocacy Complaint and Dispute Resolution Regulations

1. DEFINITIONS

Complaint

Any oral or written statement of dissatisfaction regarding the services of the lawyer made by or on behalf of the client, which may reasonably be interpreted as a complaint.

Complainant

A client or a client's representative who makes a complaint.

Complaints procedure

The procedure followed by the practice for dealing with complaints.

Complaint regulations

This document, being the written statement of the complaints procedure followed by the practice.

Complaints officer

The person, not being the lawyer against whom the complaint is made, entrusted with consideration of the complaint.

Complaint registration form

A form for internal use in connection with the procedure described in the Complaint Regulations.

Advocacy Disputes Board

The body established by the Dutch Foundation for Consumer Complaints Boards (SGC) and the body for Professions and Business (SGB), to which the practice may refer cases of disputed and unpaid invoices and to which price-quality disputes may be referred if the solution proposed by the practice is not considered satisfactory.

Advocacy Dispute Resolution Regulations

The procedure followed by the Advocacy Disputes Board when settling disputes between lawyers and clients.

Regulations of the Advocacy Disputes Board

The regulations, defining the procedures of the Advocacy Disputes Board.

2. PURPOSE

The purpose of the complaint regulations is:

1. to define a procedure for dealing constructively with clients' complaints within a reasonable period of time;
2. to define a procedure for determining the causes of clients' complaints;
3. to provide a basis for maintaining and improving existing relationships by dealing with complaints properly;
4. to provide a basis for training staff to respond to complaints in a client-focused way;
5. to provide a basis for improving service quality through complaint processing and complaint analysis.

3. INFORMING THE CLIENT

The lawyer

1. draws the client's attention to the fact that the practice deals with complaints in accordance with the complaint regulations;
2. informs the client that problems for which no solution is found may be referred to the Advocacy Disputes Board;
3. informs the client that a copy of the Regulations of the Advocacy Disputes Board can be obtained from the secretary to the Board, at the following address: PO Box 90600, 2509 LP The Hague.

4. THE INTERNAL COMPLAINTS PROCEDURE

1. If a client makes any form of complaint to the practice, the lawyer to whom the complaint relates should be informed.

2. The lawyer to whom the complaint relates contacts the client – in appropriate cases, after consulting the complaints officer – with a view to finding a solution.
3. The lawyer to whom the complaint relates or the complaints officer ensures that the complaint is dealt with properly and in accordance with the complaint regulations.
4. Confidentiality must be maintained under all circumstances.
5. The decision made regarding the complaint is communicated to the client.
6. If contact with the client does not lead to a satisfactory solution, the case is submitted to the Advocacy Disputes Board.

5. REGISTRATION AND CLASSIFICATION OF THE COMPLAINT

1. All complaints are recorded using the complaint registration form.
2. The complaints officer registers and classifies the complaint.
3. The complaint is classified
 - on the basis of communication method
 - A. oral
 - B. written
 - on the basis of category
 - I. complaints about the lawyer's approach/attitude;
 - II. complaints about legal aspects of the services provided;
 - III. complaints about financial aspects of the services provided;
 - IV. complaints about the general running of the practice.
4. A complaint may be placed in several classes.
5. If the matter is resolved to the client's satisfaction, the lawyer to whom the complaint relates and the complaints officer both sign off the complaint registration form.

6. RESPONSIBILITIES

1. The lawyer to whom the complaint relates and subsequently the complaints officer are responsible for the way that complaints are dealt with.
2. The complaints officer is responsible for completion of the complaint registration form.
3. The lawyer to whom the complaint relates keeps the complaints officer informed about further processing of the complaint.
4. The complaint should be dealt with in writing by the practice within four weeks.
5. The complaints officer sends a response to the complainant.
6. The complaints officer maintains the complaint file.

7. ANALYSIS OF COMPLAINTS

1. All complaint registration forms are retained by the complaints officer once the complaints have been dealt with.
2. The complaints officer prepares a periodic report on the processing of complaints.
3. The complaints officer processes the data and performs an annual analysis.
4. The complaints officer also makes recommendations regarding the prevention of further complaints and the improvement of procedures.

8. INTERNAL DISCUSSION

1. Once a year, data derived from the analysis of complaints is discussed within the practice.
2. Measures designed to bring about improvements are prepared and planned.
3. The complaints officer is responsible for preparing the meeting at which complaints are discussed and for analysing the complaint data.

9. PREVENTIVE ACTION

1. On the basis of the annual analysis by the complaints officer, the practice formulates a programme of preventive action aimed at raising the quality of the practice's services.
2. Details of the action to be taken are presented to the practice meeting together with the analysis.