

General Terms and Conditions of Petit Legal

Date: 15-2-2021

Professional practice and applicability of the General Terms and Conditions

1. These General Terms and Conditions (“GTC”) apply to any legal relationship, including engagements, follow-up engagements and supplemental engagements, between Petit Legal, third parties enlisted for the execution of engagements and the client.
2. Any general terms and conditions utilised by the client expressly do not apply.
3. Petit Legal has its office at BounceSpace, Overtoom 141, 1054 HG Amsterdam, The Netherlands and is listed in the Trade Register of the Dutch Chamber of Commerce under file number 69922616. Petit Legal can be reached via sander@petitlegal.nl, +31641940540 and via its business accounts in social media.
4. Petit Legal has the right to amend or supplement the GTC. The GTC are drawn up in Dutch and in English. The text of the Dutch terms and conditions prevails over the English text.
5. These GTC can be viewed and downloaded at www.petitlegal.nl/gtc and

Communications

6. Communications between Petit Legal and the client about the engagement will take place mainly by e-mail. To this end, the client shall provide Petit Legal with an e-mail address and grant permission for the use of this e-mail address. In the context of the engagement, communications between Petit Legal and third parties will take place by e-mail as well. The client accepts the risk associated with communications via e-mail, such as, but not limited to, the fact that e-mail is not a fully reliable medium in terms of non-disclosure of confidential or privileged messages.

Enlisting the services of third parties

7. Petit Legal may enlist the services of third parties for the execution of the engagement. The said third parties will, if possible, be selected in consultation with the client and with due observance of all possible prudence. Petit Legal is not liable for any faults or shortcomings on the part of these third parties. The client indemnifies Petit Legal against any claims of third parties for compensation of expenses and fees, insofar as related in any way to the work carried out for the benefit of the client.

Fees, invoicing, third-party costs, advance bills, suspension of services

8. Petit Legal will, in principle, send the client an itemised invoice by e-mail each month for the services rendered in the previous calendar month. For this purpose, Petit Legal will also use the specified e-mail address. If no e-mail address is provided, or if the client requests such, invoices will be sent by post. Invoices must be paid within 14 days after the invoice date, unless stated or agreed otherwise. If payment has not been received within this period, the client will be deemed to be in default without further notice of default, and Petit Legal will be entitled to charge statutory interest +2% for companies and + 1% for private persons, not acting in their profession.
9. Unless other arrangements were explicitly made in writing, the invoice amount is based on the time spent by Petit Legal for the benefit of the client, multiplied by the hourly rate of €175 excluding 21% VAT. The mentioned or agreed hourly rate is always exclusive of VAT. Court fees, travel and accommodation expenses, and (other) expenses for services provided by third parties (such as bailiffs, the chamber of commerce, the land register, translators, couriers, etc.) will be charged separately to the client. Petit Legal may charge a surplus of 50% for emergency cases.
10. If the course of the case so warrants, Petit Legal will send an advance invoice. This advance invoice must be paid immediately. The advance paid will be set off against the final invoice. If an invoice has not been paid within the payment term, Petit Legal may, after having informed the client thereof, suspend the services on behalf of the client until the invoice amount has been paid. Petit Legal is not liable in any way for damage arising because of this suspension of services.
11. If the client does not pay the amounts due within the payment term, he will be in default without notice of default. Granted discounts or agreements on partial payments will then expire immediately.
12. For companies: If the payment term is exceeded, a fine of 10% on the initial principal sum with a minimum of € 100 will be due without notice. The unpaid amount is increased on the day on which the payment term has expired, with a minimum interest of 1% per month on the invoice amount, up until the day on which full payment has been received, with a maximum of € 500. Interest over a part of a month is calculated as a full month. If the payment, after being reminded to that effect, has not been received by the client within 15 days of receiving the reminder, the client will also owe extrajudicial collection costs of 15% on the outstanding total amount, with a minimum of € 150.
13. For consumers: If the client is a natural person, not acting in the exercise of a profession or business, applies for extrajudicial collection costs and a minimum amount of € 40, in accordance with the Reimbursement for extrajudicial collection costs decree. For these costs, reference is made to the legal scale of extrajudicial collection costs: <https://www.rechtspraak.nl/voor-advocaten-en-juristen/reglementen-procedures-en-formulieren/civiel/paginas/staffel-buitengerechtigke-incassokosten.aspx>.
14. The payments made by the client always serve first to settle the fines, interest and costs that are due and then only the due and payable invoices, the longest outstanding invoices being paid first, even if the client has stated that payment is for paying another invoice.

Subsidised legal aid

15. If the client may be eligible for subsidised (assigned) legal aid, but Petit Legal is not registered with the Legal Aid Board, Petit Legal shall refer the client to another lawyer or to the Legal Services Counter. If Petit Legal is registered with the Legal Aid Board, Petit Legal will discuss whether the client can claim subsidised legal aid. If Petit Legal wants to accept the relevant case on that basis, Petit Legal will apply to that end with the Legal Aid Board. The client must pay Petit Legal the personal contribution established by the Legal Aid Board within 7 days. The subsidised legal aid pertains to Petit Legal's fee. Additional expenses, such as court fees, costs for extracts and registered post, will be for the account of the client. If the application is not granted, or if the assignment is revoked at a later stage, the client will owe the hourly rate as applied by Petit Legal for services rendered to private parties.
16. If the application for assignment is denied, the client can file an objection. This objection procedure is not covered by the engagement awarded to Petit Legal. If the client wants Petit Legal to conduct the objection proceedings, the client must request Petit Legal to do so in writing. For objection proceedings before the Legal Aid Board, Petit Legal charges the hourly rate for services rendered to private parties. These costs will not be reimbursed by the Legal Aid Board, even if the application is allowed following the objection.

Legal expenses insurance

17. If the client has taken out a legal expenses insurance that might offer cover and which the client wishes to avail itself of, the client shall procure that the insurance company confirms the cover. The client grants Petit Legal permission to keep the legal expenses insurance company abreast of the substance and the progress of the case. If the legal expenses insurance company should indicate that the maximum insured amount has been reached or the cover is terminated or suspended for any (other) reason whatsoever, the legal expenses incurred will be entirely for the account of the client at the rate applied in the relevant case.

Liability and insurance

18. Petit Legal is insured against damage resulting from professional errors in accordance with the requirements imposed by the Netherlands Bar Association. Therefore, the total liability of Petit Legal (including the liability of third parties enlisted by Petit Legal to execute the engagement and the liability of his professional company) in the event of a professional error or any other action that causes attributable damage will always be capped to the amount that is paid out in the specific case under the said professional liability insurance. The applicable policy conditions may be inspected upon request. If Petit Legal cannot lay claim to the professional liability insurance for the damage resulting from the liability, the liability will always be limited to the fee that Petit Legal invoiced to the client in the relevant case (and received by Petit Legal), which is capped at € 10,000.
19. A claim will in any event be extinguished if Petit Legal has not been notified in writing of this potential claim within one year after the event or circumstance possibly giving rise to liability was discovered.
20. The client indemnifies Petit Legal against any claims by third parties which relate in any way to the work performed for the client. The client will reimburse Petit Legal for the reasonable costs of defending such claims.

Personal data and privacy, retention period of case files

21. Personal data provided to Petit Legal and the personal data of any other persons involved will be stored in a data file. These personal data will only be used for the proper performance of the letter of engagement concluded with the client and based on a statutory duty. The personal data will always be processed within the statutory limits pursuant to the Dutch Act on Advocates, the Money Laundering and Terrorist Financing (Prevention) Act [*Wwft*], the tax laws, the GDPR, and as provided by the Netherlands Bar Association in its regulations.
22. Copies of the key documents from the case file will be kept by Petit Legal for the term of the engagement(s) and a period of 5 years thereafter. After expiry of this period, the case files may be destroyed by Petit Legal without further notice.
23. Petit Legal's privacy statement can be found and translated on <https://petitlegal.nl/privacy-statement/>.

Conflict of interest

24. If a lawyer must withdraw from the assignment due to a conflict of interest, the client will be notified thereof in the shortest term possible. In connection with the duty of confidentiality stipulated in the Dutch Act on Advocates, it may not be possible to inform the client in the event of a conflict of interest what the nature of the specific conflict of interest is.

Complaints and disputes

25. Petit Legal has an internal complaints procedure in place. If you are not satisfied with the quality of the services rendered, you can consult the complaints procedure on <https://petitlegal.nl/wp-content/uploads/2020/08/Klachtenregeling.pdf>. Please ask for a translation, if you have tried a translator like Google Translate, but that did not work out for you.
26. For all instances in which the complaints procedure does not or cannot result in the resolution of disputes with Petit Legal, the Amsterdam District Court has jurisdiction to take cognisance of the dispute. Any disputes that may arise between Petit Legal and the client will be resolved exclusively by the Amsterdam District Court, without prejudice to Petit Legal's right to submit disputes to the court that has jurisdiction according to the law. The legal relationship between Petit Legal and the client is governed exclusively by Dutch law.