

General terms and conditions

General

1. Jaeger Advocaten-belastingkundigen (hereinafter: Jaeger) is the trade name of a private limited liability company incorporated under Dutch law, established in Amsterdam, registered in the trade register of the Chamber of Commerce under number 34191649 (FAEBB B.V.) with the principal objective of practising as an attorney-tax expert.
2. The clauses of these general terms and conditions, including the limitations of liability included herein, have been made not only for the benefit of Jaeger, but also for the benefit of all persons who, whether or not in Jaeger's employ, are currently working for Jaeger or were working for Jaeger at the time the work was carried out, all persons engaged by Jaeger in the performance of any assignment, or all persons for whose acts or omissions Jaeger could be legally liable (third-party clause as referred to in Article 6:253 of the Dutch Civil Code). A "person" can be either a natural person or a legal entity.
3. These general terms and conditions have been drawn up in Dutch and English. In the event of any difference in content or interpretation between the Dutch and English version, the Dutch text shall be binding.

Assignment

4. These general terms and conditions apply to any assignment to Jaeger, including any follow-up order or amended or additional assignment as well as all other work and further (legal) acts of Jaeger with, for or in respect of the client.
5. The contract for services is formed by these general terms and conditions and the engagement letter and is established when the assignment is confirmed in writing by Jaeger to the client. If the assignment - prior to the written engagement letter - has been given and accepted verbally, the assignment will be deemed to have been established under the applicability of these general terms and conditions when the performance of the assignment has commenced.
6. All assignments are accepted and carried out exclusively by Jaeger. This also applies if it is the express or tacit intention that the assignment will be carried out by a specific person. The applicability of Article 7:404 of the Dutch Civil Code (assignment to a specific person) and Article 7:407 paragraph 2 of the Dutch Civil Code (joint and several liability of multiple contractors) is expressly excluded. If the client has come to Jaeger for the performance of the work with a particular lawyer in mind, Jaeger is entitled to assign the work to another office member.
7. The assignment will be carried out to the best of our ability and with care. However, Jaeger does not guarantee the achievement of any intended result. Furthermore, the assignment will be carried out with due observance of the Rules of Conduct for Lawyers drawn up by the Netherlands Bar Association and other regulations of said Association.
8. Assignments given shall be performed exclusively for the benefit of the client. Third parties cannot derive any rights from the contents of the assignment, nor from the work performed, not even if they can be regarded as having a direct or indirect interest in the result of the work.
9. Jaeger is required by regulation to establish the identity of its clients and report unusual transactions to the authorities, without informing the client thereof.
10. Jaeger shall ensure that personal information provided to Jaeger or otherwise obtained by Jaeger is processed confidentially and in accordance with applicable law. Jaeger processes personal data in accordance with its privacy policy, available on the website: <https://www.jaeger.nl/over-jaeger/privacybeleid-en-cookies/>.
11. Jaeger is authorized to terminate a contract for services with immediate effect if, in Jaeger's opinion, the contract is incompatible with the aforementioned rules of conduct and/or regulations, or if the client fails to provide explicitly requested information, fails to fulfil payment obligations or other obligations towards Jaeger, or otherwise impedes Jaeger in the performance of the assignment. If the assignment is terminated, the client will owe Jaeger the fee for the work carried out by Jaeger and any third parties on Jaeger's instructions, including the work required to transfer the case to the client or to a third party.
12. Jaeger and/or persons employed by/for or associated with Jaeger have a duty to maintain confidentiality in respect of third parties, not including third parties involved in the performance of the assignment. This duty does not apply if there is a statutory or professional obligation to disclose or if the client has released Jaeger from its obligation of confidentiality. Jaeger is only entitled to use the information made available by the client, as well as other data and information of which Jaeger becomes aware during the performance of the assignment, for the purpose for which it is obtained, as well as for the normal business operations of Jaeger, including action taken by Jaeger or by persons affiliated with or employed by Jaeger on their own behalf in disciplinary, criminal, civil or administrative proceedings in which this information may be relevant, as well as to prevent the aforementioned proceedings. Jaeger may invoke its duty of confidentiality irrespective of the client's position in this regard.
13. Upon closure of the file, the relevant documents will be kept on record for seven years.

Fees and billing

14. In principle, fees are invoiced monthly, based on time spent on a case multiplied by the hourly rate applicable to the employee in question. In addition, office expenses, disbursements, and VAT owed on the invoice are charged to the client. Internal office expenses such as telephone costs, photocopies and travel expenses within Amsterdam are included as a percentage of the fee. Excessive costs such as telephone calls abroad, exceptionally large numbers of photocopies (more than 50 pages) and travel expenses outside Amsterdam are charged separately as disbursements. External costs (such as court fees and bailiff fees) are charged in full as disbursements.
15. Jaeger is entitled to revise the hourly rates annually in the month of January. This may be done, for example, based on seniority of the person concerned and/or annual inflation. In urgent cases, it may occur that a 25% surcharge is invoiced. To the extent permitted by the professional organizations to which Jaeger is affiliated, rate agreements deviating from the above may be made upon request.

16. Invoices must be paid within 14 days of the invoice date, failing which the client shall be in default by operation of law, regardless of any deposit payment already made. Contestation of an invoice must take place within the payment period of 14 days and does not release the client from payment obligation. In principle, payment in cash is not permitted. In the event of late payment, statutory interest – or in the case of businesses, statutory commercial interest – will be charged. Work may be suspended and/or terminated as long as invoices have not been paid, whether by way of advance payment, deposit or otherwise.
17. A deposit is generally requested in connection with expected invoices, which deposit will be set off against the final invoice(s) only. Unless otherwise agreed, the deposit will not be set off against interim invoices during the work. No interest will be paid on the deposit. This deposit will be adjusted as much as possible to the amount of the invoices to be sent over a period of three months. If the nature and scope of the work or the client's financial position or payment record gives reason to do so, a supplementary deposit may be required before continuing the work.
18. Insofar as a lowered invoice – for whatever reason – is challenged in the context of dispute resolution, e.g., debt collection proceedings, the amount by which the invoice was lowered may be revised or offset against the previously implemented lowering.

Liability

19. Any error or carelessness in the services provided by Jaeger can only result in liability on the part of Jaeger. Any liability on the part of persons currently or previously, directly or indirectly, associated with Jaeger (including directors, shareholders, employees and their companies or practice) is excluded.
20. Any liability for a failure in the performance of the assignment, as well as for unlawful act, is limited in its entirety to the amount paid out in the case in question under the professional liability insurance taken out by Jaeger, increased by Jaeger's deductible payable under the applicable policy conditions.
21. If for any reason no payment under the professional liability insurance should occur, any liability will be limited to the fee that Jaeger received for the performance of the specific assignment.
22. Jaeger will never be liable for indirect damage or loss and consequential loss (including loss of profits and intangible loss or harm) incurred by the client. Jaeger will not be liable for damage or loss incurred by the client or third parties as a result of the provision of incorrect or incomplete information by or on behalf of the client or as a result of any other act or omission on the part of the client.
23. Rights of action and other entitlements of the client on any account whatsoever will lapse in any case if Jaeger has not been notified in writing of the claim within one year from the time when the assignment was performed or when Jaeger could reasonably have been aware of the damage or loss related to the performance of the assignment.
24. The client consents to Jaeger using digital means of communication and data storage services, whether offered by third parties or not, in its communications. Jaeger shall not be liable for any damage or loss resulting from the use of such services.
25. If Jaeger or the foundation for client funds (*Stichting Derdengelden*) used by Jaeger in connection with an assignment receives funds for the benefit of the client or for the benefit of a third party, these funds will be deposited at a Dutch bank selected by Jaeger. Jaeger is not liable for any failures in performance by this bank and will not owe any interest.

Engagement of third parties and indemnification for third-party claims

26. Jaeger is entitled to have an assignment performed (in part) by a third party, or to engage a third party in the performance of an assignment, and is free to choose this third party. The invoices sent by third parties for their work will be sent directly to the client at Jaeger's request but may also be paid by Jaeger. Third-party costs paid by Jaeger will then be charged on to the client.
27. Jaeger is not liable for any failures in performance by third parties. The client is obliged to indemnify Jaeger against any liability to third parties in so far as this arises from or relates to the assignment, unless Jaeger's liability is the result of deliberate intent or gross negligence. Jaeger can only be held liable for failures in the performance of its own share of the work. Furthermore, to the extent that the third parties engaged wish to limit their liability, Jaeger is entitled to accept such a limitation of liability also on behalf of the client.

Disputes, applicable law and competent court

28. Jaeger has an internal complaints procedure which can be consulted via the website. This internal complaints procedure applies to any assignment given to Jaeger.
29. In case of disciplinary complaints with respect to work performed by Jaeger, Jaeger will inform the client, if necessary, about the complaint procedures at the Dutch Bar Association. A client satisfaction survey can also be completed and sent, either anonymously or not, via our website.
30. Dutch law applies to all legal relations with Jaeger. Any dispute arising in connection with this contract or related further contracts will be submitted to the competent court in Amsterdam, notwithstanding Jaeger's right to submit disputes to the competent court in the client's place of residence or business.