



# Terms & conditions and rates 2020



# Terms & conditions

1 Van Veen Advocaten (VVA) is a professional partnership in which various practices with corporate personality or natural persons participate, which aims to carry out the practice of lawyer, all of which in the broadest sense of the term.

2 In that practice, VVA seeks the

assistance of persons whose services are used by it in carrying out the instructions of its clients, as the case may require.

3 VVA shall regard all client instructions as having been issued exclusively to it, even if the explicit or implicit intention is for an instruction to be carried out by a particular individual.

The operation of Article 7:404 of the Dutch Civil Code, which governs the aforementioned case, and the operation of Article 7:407, paragraph 2, which establishes joint and several liability for cases in which an instruction is issued to two or more people, are excluded.

4 These General Terms and Conditions shall apply to all instructions issued to VVA, including additional instructions and follow-up instructions.

5 If, while undertaking an instruction of a client, an event occurs that gives rise to liability, that liability shall be limited to the amount or amounts to which entitlement is provided by the professional liability insurance taken out by VVA, including the excess that VVA bears in connection with that insurance. An event in the sense of the previous

sentence shall be understood to include an omission.

6 If, as a result of or in connection with undertaking an instruction of a client or otherwise, losses are caused to persons or property for which VVA is liable, that liability shall be limited to the amount or amounts to which entitlement is provided by the professional liability insurance taken out by VVA, including the excess that VVA bears in connection with that insurance.

7 It is possible that persons whose services are used in connection with the undertaking of an instruction of a client wish to limit their liability in this regard. VVA shall assume, and shall stipulate if necessary, that all client instructions issued to it include the authorisation to accept such a limitation of liability on behalf of those clients.

8 In the event that the undertaking of an instruction of a client requires the services of a person who is resident outside of the Netherlands and is not affiliated with VVA in order to carry out work within the scope of the issued instruction, VVA shall not be held liable in the unlikely event that errors may be made by this person.

9 The legal relationship between VVA and its clients shall be governed by Dutch law. Only a court in the Netherlands shall be competent to take cognizance of any dispute that may arise between VVA and a client.

10 Any person, not just VVA, whose services are used in carrying out any instruction of a client may invoke these General Terms and Conditions. The same shall apply to former

employees, including any of their beneficiaries, if they are held liable after having left the employment of VVA.



# Rates

## Introduction

You require clarity when it comes to our involvement in your cases, such as with regard to the costs for our work. Van Veen Advocaten provides you with the information you need in advance and we make agreements with you before commencing our work. And of course, we provide a detailed breakdown of items in our monthly invoices.

## Basic principle

In principle, we carry out our work based on an hourly rate. In special cases, however, it is possible to make different arrangements in consultation with your lawyer. It may be possible, for example, to agree a fixed fee amount if a case lends itself to this. In certain cases, the collection rate may also be applied (see collection cases).

## Invoices

In principle, we invoice for our work at the end of each month. A final invoice is drawn up once the case has been settled. An invoice is composed of a fee, costs and VAT. Costs (usually referred to as 'disbursements') that are charged to our office by third parties (such as a court registry fee charged by the Court, bailiff costs, costs of obtaining extracts and similar documents) are charged on an itemised basis. With regard to costs that are more difficult to itemise (such as postage, telephone calls, faxes, copies and similar items), we charge a fixed rate of six percent of the fee (listed as 'general disbursements').

VAT is also payable on the fee. Not all disbursements are subject to VAT charges as this varies by type. We keep a record of how much work and what type of work is carried out for each case and an itemised list of this work is enclosed with the invoice. In principle, an advance payment is charged upon commencement of services. The advance remains credited as such on the case account for the entire period of the services and is deducted from the final invoice.

## How the fee is determined

The fee is determined on the basis of three elements:

- the basic hourly rate
- the number of hours worked
- special factors

The fee is calculated in principle as follows:

fee = basic hourly rate x number of hours worked x special factors.

## The hourly rate

The basic hourly rate as at 1 January 2020 is €270 excluding VAT. The rates are adjusted annually on 1 January. This rate is adjusted further depending on the experience of the lawyer who is carrying out the work in the specific case. Up to one year of professional experience as a lawyer, the reduction factor of 0.7 is applied, with two years of experience this factor is 0.8 and with three years of experience the factor is 0.9. If the lawyer has less than three years' experience, this constitutes a reduction factor. If the lawyer has over ten years' experience, an increase factor of 1.1 is applied. This factor increases to 1.2 if more than twenty years' experience.

## Special factors?

Unlike many other law firms, we do not apply any (increase) factors for urgent and/or highly important cases. We are accustomed to settling every case at the necessary speed and focus our full attention on the case, irrespective of the importance or financial interest.

## Collection cases

In cases in which the emphasis lies on the collection of monies, the collection rate may be applied in consultation with your lawyer. This means that the fee is determined based on a percentage of the collected amounts or a combination of the collection rate and (lower) hourly rate. Payments that have been received by you directly will also be regarded as amounts collected by us.

## Orders to pay costs

If legal proceedings are initiated in your case and the other party is ordered to pay the costs of the proceedings, the amount of that cost award is paid to you. This amount is generally significantly less than the total fee that is payable to your lawyer by you.

## Questions or objections

If you have any questions after reading this Rates brochure, please do not hesitate to discuss them with your lawyer. If you have any questions or objections regarding the invoice(s) sent to you, we advise that you address these to your lawyer in the first instance. Your lawyer will endeavour to provide as much clarification in the matter as possible. If you still have objections following this clarification, you are welcome to contact our office manager, Mr O. Meijnen, at any time. If even this consultation fails to provide a solution, you can go to the civil court.







## Office

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