

General conditions

1. Van den Heuvel Advocatuur is a sole proprietorship of mr. drs. G.H.A. (Alex) van den Heuvel.
2. These general conditions apply to all commissions (in the broadest sense) given to Van den Heuvel Advocatuur, therein in any case included, although not exclusively, every follow-up commission, modified commission and additional commission.
3. All commissions are considered to be exclusively given to and accepted by Van den Heuvel Advocatuur. The effects of articles 404 and 407(2) of Civil Code Book 7 are expressly ruled out.
4. All commissions are performed exclusively for the benefit of the principal/customer. Third parties cannot claim rights to the activities performed and results thereof.
5. Van den Heuvel Advocatuur performs its work activities on the basis of the hourly rate stated on his website, excluding 6% office costs, excluding 21% VAT, except in cases of different written agreements. Van den Heuvel Advocatuur can modify the hourly rate annually (per 1 January of the relevant year).
6. Disbursements (including, but not exhaustively, court fees, bailiff fees and costs for official certificates) do not fall under the hourly rate and will be billed separately.
7. At all times can an advance be requested to be paid for the activities to be performed. The paid advance shall be deducted from the end sum.
8. Payment of the bill must be done within fourteen days of the date of invoice, without deductions, adjustments or postponements. In case this payment period is exceeded, this will constitute an omission or undue delay upon which Van den Heuvel Advocatuur will have the right to cease its work activities. Van den Heuvel Advocatuur is not liable for the (possible) damage that is or will be caused as a direct or indirect result of this.
9. In case Van den Heuvel Advocatuur in connection with foresaid omission to pay takes legal recovery action, the legal and extra-legal costs related to these measures will be billed to the principal/customer. These costs are 20% of the unpaid sum, with a minimum of €150. Van den Heuvel Advocatuur maintains the right to bill the real costs, in case these are higher than foresaid.
10. Possible complaints about the invoice for the activities the invoice relates to, should be made known within 30 days of the invoice date in writing to Van den Heuvel Advocatuur, in the absence of which the principal/customer is considered to recognize the correctness of the owed sum mentioned on the invoice.
11. Van den Heuvel Advocatuur shall take the necessary precaution when seeking the assistance of third parties. The costs of these third parties will be born by the principal/customer, unless otherwise agrees in writing. Any liability for shortcomings of these third parties is ruled out.
12. In case in the performance of a commission an event – among which an omission is included – takes place that leads to accountability, that accountability will be limited to the amount or the amounts that can be claimed under the liability insurance of Van den Heuvel Advocatuur, including the 'own risk' which Van den Heuvel Advocatuur carries thereunder. In case damage is caused to persons or goods by or in connection with the performance of a commission, that liability will be limited to the amount or amounts claimable under the liability insurance of Van den Heuvel Advocatuur. If, for whatever reason, no payment under the professional or liability insurance takes place, the liability of Van den Heuvel Advocatuur towards the principal/customer will be limited to the fee that is billed in connection with the relevant commission, with a maximum of €15,000 and against third parties limited to €2,000.

13. In so far as persons, who are hired in connection with the performance of commissions of the principal/customer, seek to limit their liability regarding these works, it is stipulated that all commissions given to Van den Heuvel Advocatuur contain the authority of Van den Heuvel Advocatuur to accept such liability limitations also for the principal/customer. Any own liability of Van den Heuvel Advocatuur for shortcomings of these hired persons is ruled out.
14. All rights to claims or other privileges against on whatever ground against Van den Heuvel Advocatuur expire in any case one year after the moment that the principal/customer and/or third parties became aware or could have reasonably become aware of the existence of these rights or privileges.
15. After finalisation of the commission, Van den Heuvel Advocatuur will archive the file. The file will be kept in archive for the period of (at least) five years. After expiration of this period the file can be destroyed, without further notice of this to the principal/customer.
16. Not only Van den Heuvel Advocatuur, but also all persons involved in the performance of any commission of a principal/customer, can invoke these general conditions.
17. Dutch law rules the legal relation between Van den Heuvel Advocatuur and her principals/customers. Only the Dutch court has jurisdiction regarding any dispute between Van den Heuvel Advocatuur and a principal/customer.

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