

General terms & conditions / Terms of service

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Art. 1 - General

These terms and conditions apply to - and form an integral part of - every offer, quotation and agreement from Rechtsbijstandvoorondernehmens.nl and/or Rechtsbijstandvoorzzp.nl, as well as affiliated companies registered with the Chamber of Commerce in The Hague under number 67071937. Purchase and/or sales conditions of another party are expressly rejected.

Art. 2 - Our definitions

In these terms and conditions the following definitions apply:

Provider:	Rechtsbijstandvoorzzp.nl and/or Rechtsbijstandvoorondernehmens.nl;
Applicant:	The legal or natural person acting in the capacity of a company that submits an application for a subscription and/or wishes to use the services of the provider;
Subscriber:	The legal or natural person who acts in the exercise of a profession or business and purchaser of a subscription, possibly in combination with other services from the provider;
Client:	The legal or natural person who acts in the exercise of a profession or business and purchases of services, possibly in combination with a subscription from the provider;
Subscription:	The package of defined services in article 3;
Services:	One-off services or included and/or related services with a subscription from the provider;
(Help) request:	Requests for assistance made by subscriber and/or client;
Parties:	Provider, applicant, subscriber and/or client;
Provider Declaration:	The proof, drawn up on behalf of the provider.

Art. 2a. - Natural person (a non-business customer)

- 2a.1 If the Applicant is a natural person who is not acting in the course of a business or an independent profession, the Applicant must inform the Provider without delay.
- 2a.2 If a situation arises as stated in art. 2a paragraph 1, the Provider has the right to refuse or for one that has already been processed to terminate the subscription immediately, without the Provider being obliged to refund monies and/or give compensation.
- 2a.3 With the application, the applicant declares that he/she participates in trade as an entrepreneur and that he/she has the authority to sign and has the capacity to trade and applicant enters into every obligation as an entrepreneur and therefore rejects the applicability - if permitted by law - of reflex effect (Dutch: reflexwerking) as formed by Dutch case law.

Art. 3 - Your rights and our obligations (with a subscription)

- 3.1 Subscriber has the right to use the following services from the Provider included in a Subscription, but limited to the jurisdictions included in the chosen Subscription:
- Reviewing legal documents;
 - Studying, analysing and assessing the terms and conditions of the Subscriber and the Subscriber's counterparty(s);
 - Drafting or advising on objections;
 - Legal support in arising conflicts;
 - Conducting legal correspondence with the other party(ies);
 - Taking care of extrajudicial process including file management
 - Legal advice on topics relating to the Subscriber's company;
 - Drafting legal documents, models and checklists;
 - Conducting proceedings before subdistrict court judge (Dutch: kantonrechter), administrative judge (Dutch: Bestuursrechter), appeal to the Central Board of Appeal, the Administrative Jurisdiction Division of Raad van State (Dutch: Centrale Raad van Beroep, de Afdeling bestuursrechtspraak van de Raad van State), summary proceedings (Dutch: Kortgeding) if the subscriber has been summoned, as well as procedures ex. art. 96 Rv or art. 97 Rv for claims with a value higher than 25.000,00 euro, but lower than 500.000,00 euro;
 - Use of the collection service for an unlimited number of cases;

- 3.2 Special procedures before a dispute committee, arbitration, as well as regarding binding advice are dealt with in principle, but can be refused with reasons in the opinion of the Provider.
- 3.3 The services mentioned in and/or related to **art. 3 paragraph 1 under h and under i** are subject to a personal contribution of a maximum of twenty-five percent (25%) of the total number of hours required for the assistance, but if the total number of hours required for the implementation is insufficient, the maximum personal contribution is at least fifty percent (50%) for the shortage of available hours.
- 3.4 The rights of the Subscriber to use the services in **art. 3 paragraph 1** are at all times limited to the legal areas as included and made known to Subscriber in the Provider Declaration. Subscriber accepts that the Provider Declaration may have been drawn up in Dutch.
- 3.5 The Subscriber is entitled to legal services from the Provider and there is no right to reimbursement of costs for third parties engaged, unless these third parties have been engaged by the Provider itself without the knowledge and approval of the Subscriber.
- 3.6 During the term - and except in the event of suspension or termination - the Subscriber has the right to use the services of the Provider, but limited to the maximum number of hours per twelve (12) months as agreed for the Subscription and as also included and made known to Subscriber in the written Provider Declaration.
- 3.7 If the number of hours referred to in **art. 3 paragraph 6** is likely to be exceeded, the Subscriber is entitled to the rate referred to in **art. 9 paragraph 3** of these conditions, but reduced by fifty percent (50%). Furthermore, the Subscriber can also choose to increase the package prematurely. A package change (increase) will be qualified as a new Subscription, whereby the new commencement date for the Subscription will be the change date.
- 3.8 If the number of hours referred to in **art. 3 paragraph 6** is not used, the Subscriber has the right to use it for a maximum of one consecutive period of twelve (12) months. After this, the unused hours will automatically expire, the same applies to termination by cancellation, dissolution and suspension of the Subscription.
- 3.9 It is not possible to pay out or settle unused hours in cash, but the Subscriber does have the option to transfer unused hours from the previous twelve (12) months to another company of the Subscriber.

Art. 4 - Excluded from the subscription

- 4.1 A Subscription does not provide any right to services that are not included in **article 3, paragraph 1** of these conditions, unless otherwise agreed between the Provider and the Subscriber. All other conditions in **art. 3** are and remain applicable.
- 4.2 Excluded are costs in accordance with the Decree on rates for official actions of bailiffs (BTAG) and court fees.
- 4.3 An additional contribution for situations as laid down in **art. 3 paragraph 1 under h** is only due if the Subscriber has been informed about this before the performance of work.
- 4.4 In addition to **art. 4 paragraph 3**, an additional contribution is never higher than the amount resulting from **art. 3 paragraph 3** and the Provider is furthermore obliged to make a complete calculation and to provide this in detail to the Subscriber in advance.

Art. 5 - Our acceptance and your reflection period

- 5.1 The Provider is free to refuse a request - without giving reasons - or to accept it under specific conditions.
- 5.2 The Applicant is only a Subscriber after written confirmation from the Provider if it concerns an application for a Subscription and the Applicant becomes a Client in the event of a (Assistance) request for legal assistance. If the Applicant is already a Subscriber and submits a (Assistance) Request, he is both a Subscriber and a Client, in the latter case meaning that the conditions in these terms and conditions apply to both Subscriber and Client.

- 5.3 For the purpose of acceptance and to prevent incorrect data, the Provider may check the data provided by the Applicant. The Provider's privacy statement is binding for the processing of data. For the sake of completeness, the Applicant agrees to the applicability of the Provider's privacy statement.
- 5.4 If the Applicant has provided incorrect or incomplete information, this will - even if discovered later - irrevocably result in immediate termination of a Subscription and/or the handling of a case, without the right to a refund of subscriber fees, damages or compensation.
- 5.5 A Subscription has a cooling-off period of seven days. This means that during this period the Applicant can cancel free of charge and without giving reasons, unless the Applicant has started the subscription immediately upon request by explicitly activating it and/or has immediately (within this period) called upon the services of Provider and/or Applicant has made payment in the meantime.
- 5.6 There is no reflection period for requests other than a Subscription,
- 5.7 Applicant accepts an annual inflation adjustment or price change, but only if the Subscriber and/or Client has been notified of such a change in advance and will provide reasons for such a change upon request.

Art. 6 - Anticipated and unforeseen conflicts during the waiting period

- 6.1 There is never a waiting period for a Subscription for unforeseen conflicts, unless there is intent, gross negligence, negligent action and/or conscious management of a conflict on the part of the Subscriber.
- 6.2 For anticipated conflicts, a Subscription has a waiting period of up to month six (6) after the commencement date of the Subscription.
- 6.3 If during the waiting period as laid down in **art. 6 paragraph 2** the services of the Provider are called upon - in whatever form - an additional term applies from the end of the minimum term as laid down in **art. 10 paragraph 3**, if the request is submitted before the end of month two (2) of at least twenty-four (24) months or if submitted after month two (2) but before the beginning of month six (6) of at least twelve (12) months.
- 6.4 Conflicts that are partly foreseen as well as conflicts and/or requests that are at the discretion of the Subscriber within the periods in **art. 6 paragraph 3** are qualified as a foreseen conflict.

Art. 7 - The assessment of cases and requests

- 7.1 A case or request submitted to the Provider will, except in the event of a possible refusal **ex. art. 7.2** will be processed at all times, whereby 'processed' for the sake of completeness means that the Provider will investigate the case or request for legal feasibility.
- 7.2 The Provider can legally assess a case or request to determine next steps, but the Provider can also refuse a case or request in whole or in part due to a lack of - in the opinion of the Provider - sufficient starting points.
- 7.3 Refusal by the Provider never gives any right to compensation and/or reimbursement for the Subscriber and/or Client.
- 7.4 If the Provider refuses to handle a case or request, the Subscriber and/or Client always has the option to have the case or request handled by the Provider, but at an additional rate to be determined by the Provider. .
- 7.6 For the sake of completeness, the provider does not provide any guarantee(s) regarding the speed of handling a case or the outcome(s).
- 7.7 Prior to handling each case, the Provider will identify the risks for the Subscriber and/or Client as best as possible.

Art. 8 - How do we prevent conflicts of interest?

- 8.1 When accepting a case, it is determined on the basis of information to be provided by the Subscriber and/or Client about the Subscriber and/or Client themselves and any other party(s) and/or interested party(s) a conflict or conflict of interests could arise.

- 8.2 If there is insufficient parallel or conflict of interests, the Provider may not process the case or, if discovered later, may be obliged to discontinue the case. Refusing and/or rejecting a case never gives the Subscriber and/or Client any right to compensation.
- 8.3 In the event that the handling of a case has already started, but must be discontinued due to a conflict or conflict of interests that was known or could be expected to be known to the Subscriber and/or Client, the Provider can claim full compensation of the fee in accordance with the hourly rate for one-off services, as if no Subscription had been taken out and/or no price agreement had been agreed.
- 8.5 Costs incurred externally and for third parties, such as costs for extracts, court fees and bailiffs in accordance with the BTAG, must be reimbursed by the Subscriber and/or Client even if the Provider can no longer act.

Art. 9 - How does a procedure work?

- 9.1 If a case is taken into consideration, the Provider will be appointed as an authorized representative in that case and will act as such on behalf of the Subscriber and/or Client, with the right of substitution. Subscriber and/or Client must always sign an authorization for this. If the Subscriber and/or Client refuses to cooperate with the power of attorney or returns it too late to the Provider, this is at the risk of the Subscriber and/or Client.
- 9.2 If the Provider succeeds in reaching an amicable settlement for and on behalf of the Subscriber and/or Client, or at least with a favourable outcome for the Subscriber and/or Client, a commission will apply of a minimum of five (5) and a maximum of ten (10) percent.
- 9.3 The provider has the right to immediately suspend and/or terminate the execution of the agreement - without any notice - and to charge for all hours worked in accordance with an hourly rate of one hundred and seventy-five (175) euros, if statements, actions and/or conduct by the Subscriber and/or Client is of such a nature that the execution of the agreement has become impossible or so difficult or disrupted and/or disproportionately expensive.
- 9.4 Incorrect and/or false provision of data by the Subscriber and/or Client, whether consciously or not, will (even if later discovered) be regarded as fraud and will be qualified as an act that can disrupt the process.
- 9.5 If Subscriber and/or Client prematurely withdraws an already ongoing case, Subscriber and/or Client will be charged per hour for the full hourly rate for the case in question without any right to settlement and/or discount in accordance with the current rates.
- 9.6 Subscriber may terminate an ongoing case at any time. The Provider is free to inform the other party or not.

Art. 10 - Payment, term, suspension and termination

- 10.1 For a Subscription, the subscriber fees will be charged to the Subscriber once every twelve (12) months prior to a (new) period by the Provider or with reverse factoring via a third party.
- 10.2 In the case of (additional) Services, this will be charged to the Subscriber and/or Client prior to the actual performance or if otherwise agreed in writing - at a time to be determined by the Parties prior to the performance.
- 10.3 A Subscription is concluded for a period of at least twenty-four (24) months, but the total term will be determined on the basis of the choices that Applicant has made when applying for the Subscription, as well as the provisions in these conditions, in particular **art. 6**.

- 10.4 After the period in **art. 10 paragraph 3**, a Subscription is tacitly renewed for one (1) year each time, unless cancelled in writing no later than four (4) weeks before the end of the term.
- 10.5 **Art. 10 paragraph 4** may only be applied if the subscriber fees will be lower compared to the previous twelve (12) months.
- 10.6 A Subscriber and/or Client is always in default and default on the thirtieth (30th) day after the date of a (still) open invoice without notification being required.
- 10.7 The Provider has the right to (temporarily) suspend or terminate Services and/or the Subscription from the moment of default. A suspended or terminated Subscription and/or Services leaves the obligation of Subscriber and/or Client regarding payments and minimum terms as referred to in **art. 10 paragraph 3** cannot be nullified.
- 10.8 In addition to **art. 10 paragraph 7** and for the sake of completeness, in the event that Subscriber and/or Client is in default with regard to the payment of subscriber fees, Subscriber and/or Client will immediately owe the subscriber fees to the Provider until the end of the full term.
- 10.9 If the Subscriber and/or Client is in default, it will at all times be liable to pay statutory interest as well as all costs (yet to be incurred) necessary to obtain rights until full payment has been made. Furthermore, the Provider is entitled to one hundred (100) euros - not subject to mitigation - fine per month that the arrears continue, but limited to twenty-four (24) months.
- 10.10 Claims from the Provider are immediately due and payable if the Subscriber and/or Client is declared bankrupt or a WSNP application has been submitted, a WHOA procedure has been initiated or if a suspension of payments has been applied for.
- 10.11 The applicability of art. 6:92 BW is excluded for completeness.

Art. 11 - Liability, force majeure and obligation to complain

- 11.1 The Provider is liable in the event of intent, gross negligence and deliberate recklessness for a maximum amount equal to, but not exceeding, the subscription fee paid by the Subscriber and/or Client for one (1) year or, in the event that no Subscription has been taken out, a maximum of fifty percent. (50%) of the fee charged by the Provider.
- 11.2 If a claim can be made under the Provider's professional and/or business liability insurance, the maximum amount to be paid out is in principle capped at the amount stated in **art. 11 paragraph 1**, unless the Provider's insurer will make a higher payment. In the latter case, the amount to be determined by the Provider's insurer will apply as the maximum amount to be paid, even if the Subscriber and/or Client proves to have suffered higher damage.
- 11.3 The provider is never liable for (in)direct consequential damage(s), as well as for damage(s) as a result of force majeure.
- 11.4 The provider does not offer any guarantee(s) regarding the speed with which a case or dispute will be handled, nor regarding the outcome. Furthermore, the Provider is never liable for work by third parties.
- 11.5 A complaint, as well as a right of action with regard to work performed, Services and/or the Subscription, must be filed within thirty (30) days after the Subscriber and/or Client could reasonably have discovered the defect in part or in full by the Subscriber under penalty of forfeiture of all claims. A complaint must - to the extent permitted by law - only be made known to the Provider in writing.
- 11.6 Every complaint and expression of dissatisfaction that can be regarded as a complaint will be handled in accordance with the publicly available complaints procedure of the Provider.

Art. 12 - Duration agreement and one-off service

- 12.1 In the event that the Applicant does a Subscription, the Applicant always understands that a Subscription is a form of a continuing performance agreement with a minimum term and the aim of long-term cooperation between the Parties and that this entails rights and obligations for the long term.

- 12.2 When using the one-off Services, or no Subscription, a contract will be drawn up to further determine the rights and obligations between the Parties, to which these conditions also apply.
- 12.3 If a condition in these terms and conditions loses its legal validity, the other conditions will remain in full force.
- 12.4 With regard to conditions (or part of conditions) that are null and void, or have been declared null and void, are voidable or have lost their legal validity in some other way, the parties will consult with each other in order to make a replacement arrangement in that case. Please note that the Parties will endeavour to ensure that the scope of these conditions remains intact and respected as much as possible.

13. - **Our code of conduct and associated guarantees**

- 13.1 The Provider will adhere to the rules of conduct as laid down in the code of conduct, which is publicly available on the Provider's website. Provider will provide a copy of the code of conduct to Subscriber and/or Client at any time and upon request.
- 13.2 The Provider guarantees that the Subscription (and Services) will at all times be carried out by the Provider to the best of its knowledge and ability.
- 13.3 The provider may at any time transfer (parts of) the handling of the case to a third party at its own discretion and for the benefit of the quality. The Provider does not require the consent of the Subscriber and/or Client for this.
- 13.4 The provider always intends to keep its legal knowledge up to date through further training and/or courses.

Art. 14 - **Availability, effort and absenteeism**

- 14.1 Parties have the obligation to make attempts to settle their disputes amicably in the event of disputes.
- 14.2 The parties clearly and unambiguously declare that they have seen and read these terms and conditions before concluding the agreement and that they have received advice on their contents (where necessary).
- 14.3 The parties declare that they have had sufficient time to understand these general terms and conditions and - if desired - to study them.
- 14.4 If one of the Parties does not (or does not fully) comply with agreements arising from the agreement, this Party must be given notice of default by the injured Party with a notice period of at least one (1) month, after which the default will be deemed to have occurred without remedying the defects. will come into effect.

Art. 15 - **The amendment clause and your option to reject**

- 15.1 The Provider is free to periodically change or supplement these conditions at any time, provided that the Provider (and also the user) of these conditions complies with the information obligation ex. art. 6:234 of the Dutch Civil Code, which means that it will make this clear and unambiguous to Subscriber and/or Client prior to any change and that Subscriber and/or Client will subsequently have at least fourteen (14) days to reject the change or addition.
- 15.2 If Subscriber and/or Client does not indicate to refuse the intended change(s) **ex. art. 15 paragraph 1** within fourteen (14) days, the Subscriber and/or Client agrees to the full change.

Art. 16 - **The final determination and choice of forum**

- 16.1 This English translation is based on the Dutch version of the general terms and conditions. In the event of a contradiction, the Dutch general terms and conditions always apply.
- 16.1 Only Dutch law applies to all agreements.
- 16.2 In view of **art. 16 paragraph 1**, only the Dutch court has jurisdiction.
- 16.3 Parties explicitly choose the court in The Hague.
- 16.4 This concerns the version of April 12th 2024, also deposited and available for inspection via voorwaarden.net.

Do you have any question?

Please feel free to contact us:

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Rechtsbijstand**VoorOndernemers.nl**

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