



GENERAL TERMS AND CONDITIONS OF AD ASTRA ADVOCATEN / AD ASTRA ADVOCATUUR

1. These terms and conditions are applicable to all client assignments given to lawyers employed by Ad Astra Advocaten or Ad Astra Advocatuur (hereafter: Ad Astra) in Leiden. A client is a person who requests legal advice or who expresses a wish for legal assistance by one of the lawyers, and who shall be referred to in these general Terms and Conditions as: "client". In case of discrepancy with the Dutch version of these General Terms and Conditions the Dutch version prevails.
2. Ad Astra guarantees personal attendance of the case for which the client requests attention. The lawyer who represents the case shall assist the client to the best of his ability and shall observe the rules as befits a lawyer. If the client so desires, he/she may be represented by a third party in the contacts with the lawyer, in which case whatever has been discussed between the third party and the lawyer shall be deemed discussed between the lawyer and the client.
3. If the lawyer requires documents that the client possesses or may obtain, the client shall produce such documents as soon as possible. If the documents are located with a third party and it is obvious that the lawyer shall require such documents, the client shall grant him a power of attorney as soon as possible.
4. The client shall give the lawyer permission in advance to engage any third parties for and on his/her behalf, and at his/her expense, to handle the case, if the lawyer so deems fit in the best interests of the case. The client shall also give his/her permission in advance to submit to third parties all and any data that are important to such third parties.
5. If the client requests the lawyer to initiate a legal remedy, the client shall be held to always personally notify the lawyer thereof **in writing**. The client must take into account that, as a rule, the lawyer needs to know at least three full working days in advance that a legal remedy must be initiated in order to ensure that it shall be initiated well in time. If the client fails to take this into account, the lawyer cannot be held liable for overstepping any time limits.
6. After finalizing a case, the dossier shall be closed. Ad Astra Advocaten shall subsequently archive the documents in digital form for a period of 5 years. The client may then still retrieve the said documents. After expiry of such 5-year period, Ad Astra Advocaten shall be entitled, and shall have the permission of the client, to destroy the documents that were not retrieved. If there are any third-party documents among the said documents, the client shall indemnify Ad Astra Advocaten and the lawyer from and against any claims in this matter.
7. The lawyer shall invoice a fee for his performed work based on an hourly rate increased by VAT. Invoices are sent on a monthly basis, in principle. In addition, Ad Astra shall pass on all and any paid disbursements (extracts, court registry fees, expert fees, et cetera) to the client as soon as such costs have been incurred. If the client wishes to qualify for pro bono legal aid, he/she may so request. If pro bono legal aid is granted, the client shall owe his/her contribution for legal aid to the lawyer, as well as any disbursements passed on. The client shall be held to pay the fee notes and disbursements within two weeks of the date of invoice into a bank account to be specified by Ad Astra. If the client fails to pay the fee notes or disbursements in time, he/she shall forfeit a penalty in favour of Ad Astra amounting to 10% of the amount of the fee note and/or the disbursements, with a minimum of € 250 per invoice and maximum of € 1.000, all this without prejudice to the obligation to pay for the extra-judicial collection costs as well as the full costs of legal proceedings, if any (which derive from the time spent on the case at an hourly fee of € 180, with the "liquidatietarief" set as a minimum).
8. If the client fails to pay an agreed retainer or a fee note, the lawyer shall be entitled to suspend his work for the client, in which case the client himself/herself shall be responsible for any expiry of time limits and for appearing in court. The parties shall preclude all and any liability on the part of the lawyer for any occurring damage after failure to pay any invoices of the lawyer in time.
9. The lawyer is entitled to invoice a retainer. If a retainer is agreed, it shall be kept separate and shall be set off against the final invoice compiled by the lawyer.
10. If, in connection with the legal proceedings, third parties wish to transfer an amount to the client (for instance after a court order to pay the cost of the legal proceedings), such amount may be paid into the third-party bank account of foundation Stichting Dergengelden Ad Astra Advocaten. The foundation shall transfer the paid-in amount to the client upon first request of the client. The client, however, shall irrevocably authorize Stichting Dergengelden Ad Astra Advocaten by giving the client assignment governed by these General Terms and Conditions in order to transfer - or to arrange the transfer of - the funds received by the foundation for the client, by way of deviation from the above, to the bank account of Ad Astra for the payment of invoices of Ad Astra in the event of any unpaid invoices of the lawyer addressed to the client.
11. All and any liability of Ad Astra or its lawyers shall be limited to the amount paid by virtue of its professional liability insurance in the case concerned, increased by the applicable deductible, if any. If the professional liability insurance does not make any insurance payment and the court determines that, on a compelling ground, the previous sentence is in conflict with the law and can therefore not be fully applicable, the liability shall be capped to the fee (or "eigen bijdrage") invoiced by Ad Astra in the case concerned in the calendar year in which the professional error was committed. All claims shall become time-barred after a period of 1 year after the client has become aware - or after he/she could have reasonably become aware - of the grounds forming the basis of the claim.
12. Ad Astra Advocaten shall make its best effort to assist its clients in the best possible way. In the unlikely event that the client is not satisfied, Ad Astra shall make an effort to settle any complaint of the client by mutual agreement. The internal complaints procedure which is published on Ad Astra's website is applicable. If an invincible difference of opinion occurs between the client on the one hand and Ad Astra A on the other hand, the matter may be subjected to disciplinary investigation by the Dean of the Bar Association of the Netherlands in The Hague and/or to civil-law proceedings before the District Court. If a complaint at the Dean is not followed by any sanction, the work done by Ad Astra/its lawyer for clarification in that procedure is considered to be done on behalf of the plaintiff, and Ad Astra is entitled for compensation for this work on the basis of an hourly fee of € 180 plus VAT.

Dutch law shall be applicable. The District Court of The Hague has jurisdiction on the matter.

Leiden, 1 juli 2023