

1. Stadhouders Advocaten

- 1.1. The partnership of Stadhouders Advocaten (hereinafter referred to as: the 'partnership') is based in Utrecht, the Netherlands and consists of natural persons, all attorneys, and the private company of Hora Ruit Tempus Fluit B.V., within which company P.S. Fluit LL.M. practises as an attorney.
- 1.2. The term "Stadhouders Advocaten" refers to the members of the partnership and lawyers employed by the partnership. A current overview of our lawyers is available at www.stadhouders.nl/team/.

2. Applicability

- 2.1. These general terms and conditions apply to all assignments given to Stadhouders Advocaten and to all legal relationships arising therefrom, unless agreed otherwise in writing.
- 2.2. These terms and conditions also apply to any person affiliated with Stadhouders Advocaten.
- 2.3. The same applies to legal successors under universal title of affiliated persons, former affiliates, and their legal successors.

3. Engagement

- 3.1. An engagement is established upon acceptance. Stadhouders Advocaten may only be represented by one of its attorneys in this context.
- 3.2. All engagements are entered into with Stadhouders Advocaten and not with any individual attorney, even where the client has explicitly or implicitly intended for a particular attorney to carry out the work. The provisions of Sections 7:404 and 7:407(2) of the Dutch Civil Code (*Burgerlijk Wetboek*) are excluded.
- 3.3. In the case of a distance agreement (Article 6:230o BW), a consumer-client may cancel the engagement within 14 days without stating reasons. If cancelled, the fee for work already performed is still due, provided the client explicitly requested that work begin within the 14-day period.
- 3.4. If an engagement is issued by more than one client, all clients are jointly and severally liable for obligations arising therefrom.
- 3.5. The engagement constitutes a best-efforts obligation. Stadhouders Advocaten shall act with the care of a good contractor in executing the engagement and in selecting auxiliaries and third parties.
- 3.6. Stadhouders Advocaten may, in the performance of the assignment, use digital tools, including AI applications, solely in support of its work. These tools do not replace the lawyer's legal judgment; Stadhouders Advocaten remains responsible for the advice provided and the handling of the matter. In doing so, the duty of confidentiality and applicable privacy laws and regulations will be observed.

4. Invoice

- 4.1. The client is liable for the attorney's fee, plus disbursements and VAT. Fees are calculated based on the agreed hourly rate and time spent, unless otherwise agreed in writing. Disbursements include, but are not limited to, court fees, bailiff's fees, the costs of extracts, and the sending of letters or documents by registered mail or courier.
- 4.2. Stadhouders Advocaten is entitled to adjust its hourly rates annually as of January 1st, based on the annual change in the Consumer Price Index (CPI), whereby the indexed hourly rate shall be rounded off to the nearest €5.
- 4.3. For engagements lasting longer than one month, interim billing will occur. Stadhouders Advocaten may require an advance payment, which will be offset in the final invoice.
- 4.4. In legal aid cases, only disbursements and client-responsible costs as determined by the legal aid decision are payable by the client. Any awarded legal cost compensation shall be for the benefit of Stadhouders Advocaten, except where such costs were borne by the client.

5. Payment

- 5.1. Payment must be made within 14 days from the invoice date unless otherwise agreed. Upon failure to pay within this term, the client is automatically in default and statutory (commercial) interest is due on the entire invoiced amount.
- 5.2. In the event of default, Stadhouders Advocaten is entitled to extrajudicial collection costs in accordance with the Dutch Decree on Compensation for Extrajudicial Collection Costs (*Besluit vergoeding voor buitengerechtelijke incassokosten*).

- 5.3. If arrears reach or risk reaching €2,500, Stadhouders Advocaten may suspend its services until all outstanding amounts are settled.

- 5.4. Stadhouders Advocaten does not have a Third-Party Funds Foundation and does not receive funds on behalf of clients.

6. Privacy

- 6.1. Stadhouders Advocaten is the data controller under the General Data Protection Regulation (GDPR). Personal data are processed in accordance with the privacy policy available at www.stadhouders.nl.
- 6.2. In compliance with applicable laws, including the Dutch Anti-Money Laundering and Anti-Terrorist Financing Act (Wwft), Stadhouders Advocaten is required to verify the client's identity and may be obligated to report unusual transactions to the relevant authorities.

7. Liability

- 7.1. The liability of Stadhouders Advocaten is limited to the amount paid out under its professional liability insurance policy in the matter concerned, plus the policy's deductible. The maximum insured amount is €1,500,000. Policy terms are available upon request. If, for any reason, no payment is made under the insurance or coverage is partial, liability is limited to the fees paid for the engagement, up to a maximum of €100,000. Joint liability of individual attorneys and staff is excluded. However, liability for damages caused by intent or wilful recklessness by Stadhouders Advocaten is not excluded.
- 7.2. Stadhouders Advocaten is not liable for shortcomings of third parties it engages.
- 7.3. The client shall indemnify Stadhouders Advocaten against third-party claims, except in cases of gross negligence or intent.
- 7.4. Any claim for damages shall lapse if not brought within one year from the date the client became aware, or reasonably should have become aware, of both the damage and the liable party.

8. Applicable Law, Complaints and Dispute Settlement Procedure for the Legal Profession

- 8.1. All legal relationships between Stadhouders Advocaten and the client are governed by Dutch law. The District Court of Midden-Nederland, location Utrecht, shall have exclusive jurisdiction over any disputes, unless otherwise provided.
- 8.2. The Complaints and Disputes Procedure for the Legal Profession applies to the agreement. Complaints must first be submitted via the internal complaints procedure available at www.stadhouders.nl/geschillen. If not resolved satisfactorily, the complaint may be submitted to the Disputes Committee for the Legal Profession (consumer disputes) (*Geschillencommissie Advocatuur consumentengeschillen*) or the Disputes Committee for the Legal Profession Corporate (*Geschillencommissie Advocatuur Zakelijk*). Claims outside the committee's jurisdiction may be submitted to the court.
- 8.3. If the client is a consumer (i.e., a natural person not acting in the course of a business or profession), the following provisions do not apply: automatic fee adjustment within three months of contract formation (Article 4.2) and exclusive jurisdiction of the court in Utrecht (Article 8.1).
- 8.4. In the event these general terms are provided in another language, the Dutch version shall prevail in the event of any dispute over interpretation or content. Agreements between Stadhouders Advocaten and the client shall be governed by the Complaints and Dispute Settlement Scheme for the Legal Profession. Handling of complaints will start with the internal complaints procedure as laid down in the internal complaints scheme (*kantoorklachtregeling*), which can be found at www.stadhouders.nl/geschillen/. This procedure commences when a client reports a complaint to the acting attorney or to the complaints' officer of Stadhouders Advocaten.

These Terms of Service were published at www.stadhouders.nl on May 26th, 2026.