



DIKHOFF VAN DONGEN  
ADVOCATEN  
media | entertainment | digital

**GENERAL TERMS AND CONDITIONS**

**1. Applicability**

- 1.1 Dikhoff Van Dongen Advocaten B.V. (hereinafter referred to as 'DVD') is a private company with limited liability established under the law of the Netherlands, having its corporate seat in Amsterdam and listed in the Trade Register under number 60592974, whose objective is to act as lawyer and legal counsel.
- 1.2 These General Terms and Conditions shall apply to all engagements and follow-up engagements given to DVD and to legal relations stemming therefrom or related thereto. In the event that DVD amends these terms and conditions, the amended terms and conditions shall apply only to new engagements from the date of publication on <https://dikhoffvandongen.nl/en/general-terms-and-conditions/>.
- 1.3 These General Terms and Conditions are also stipulated for the benefit of any legal person(s) directly or indirectly involved in any way in the services provided by DVD and/or whom liability may rest in connection therewith.

**2. Engagement**

- 2.1 All engagements shall be deemed to have been issued to and accepted by DVD. This shall also apply in the event that it is the specific or unstated intention that the engagement shall be carried out by a certain person. The scope of Articles 7:404, 7:407, paragraph 2, and 7:409 of the Dutch Civil Code is excluded.
- 2.2 DVD is entitled to engage third parties at its discretion when carrying out engagements. DVD does not accept any liability for any non-performance on the part of these third parties or any damage related thereto. By instructing DVD, the client authorizes DVD to, if a third party engaged by DVD wishes to limit its liability, accept that limitation of liability on behalf of the client as well.
- 2.3 The client indemnifies DVD from claims by third parties, which shall be understood to include the reasonable costs of legal assistance, associated in any way with activities carried out on behalf of the client, unless resulting from gross negligence or intent.

**3. Fee and disbursements**

- 3.1 The costs of the execution of the engagement by DVD shall include the fee and disbursements.
- 3.2 Unless the parties have specifically agreed otherwise, the fee shall be determined on the basis of hours worked and the hourly rate applicable to the engagement in question.
- 3.3 The hourly rate shall be determined on the basis of the basic hourly rate, to be established periodically by DVD; this rate shall be multiplied by a factor dependent upon the experience and specialism of the person actually executing the engagement, the financial import and the urgency of the engagement.



- 3.4 Unless specifically agreed otherwise, DVD shall be authorised to alter the aforementioned basic hourly rate, even during the period of an ongoing engagement.
- 3.5 In the event that the basic hourly rate is increased by more than 10% at one time, or within three months of commencement of the engagement, the client may dissolve the contract for professional services. The entitlement to do so shall lapse following expiry of the payment period of the first fee note subsequent to the basic rate increase.
- 3.6 Disbursements are the actual payments made by DVD on behalf of the client (such as court fees, bailiff fees, fees for hiring third parties, as well lodging expenses and travel expenses to, from and in abroad) and office costs, which costs are calculated on a fixed basis of 6% of the fee.

#### **4. Payment**

- 4.1 Fees for work and disbursements shall be invoiced in principle by email in arrears on a monthly basis.
- 4.2 The period for payment shall be 14 days.
- 4.3 In the event that an invoice is not settled within the period for payment, statutory interest shall be due.
- 4.4 In the event of failure to pay after a reminder, all judicial and extrajudicial collection costs shall be due, in the amount of at least 15% of the fee note, subject to a minimum of €50.
- 4.5 In the event that a fee note or disbursement is not settled within the period for payment, DVD may suspend its activities, after having notified the client accordingly. DVD shall not be liable for any loss or damage resulting from this suspension of activities.

#### **5. Advance payment**

- 5.1 DVD may request an advance payment from the client before commencing work on the engagements. An advance payment shall be offset at the end of the engagement, unless agreed otherwise, or DVD may decide to set off the advance payments at an earlier date.

#### **6. Privacy**

- 6.1 The privacy of its clients and website visitors are of great importance to DVD. DVD complies with the provisions of the General Data Protection Regulation(GDRP). DVD has included information on how it handles the processing of personal data in its privacy statement. This privacy statement can be consulted on the DVD Website.
- 6.2 DVD may request an advance payment from the client before commencing work on the engagements. An advance payment shall be offset at the end of the engagement, unless agreed otherwise, or DVD may decide to set off the advance payments at an earlier date.

#### **7. Liability**

- 7.1 Any liability shall be restricted to the sum paid out by the insurer under the professional liability insurance of DVD pursuant to the applicable insurance policy in the case in question, plus the sum in respect of own risk excess to be paid by DVD pursuant to the insurance policy in the case
- These general terms and conditions are published on the website <https://dikhoffvandongen.nl/en/general-terms-and-conditions/> and shall be sent free of charge upon request.*



in question, except in case of intent or gross negligence on the part of DVD. A copy of DVD's professional liability insurance will be provided at request. If, for any reason whatsoever, payment is not made under the aforementioned insurance, any liability shall be restricted to a sum equal to twice the fee incurred in the case in question in the 12 months preceding the liability, up to a maximum of €50,000.

- 7.2 In the event that any damage is caused to property or persons in the context of the execution of the engagement, or in any other way, for which DVD is liable, such liability shall be restricted to the sum paid by the insurer pursuant to the applicable insurance policy in the case in question, plus the sum in respect of own risk excess to be paid by DVD pursuant to the insurance policy in the case in question.
- 7.3 DVD shall exercise due care to protect the data of its clients and third parties. DVD shall not be liable for any loss of data or any unauthorized access to data that may occur in spite of the due care exercised by DVD. Nor shall DVD be liable for any loss of data or the unauthorized access to data that arises upon the transmission of data via public networks or in the event of any use of networks and systems of third parties.
- 7.4 Notwithstanding the provisions of Article 6:89 of the Dutch Civil Code, any claim for compensation or damages shall lapse if the claim has not been brought before the court, as meant in Article 9 of these General Terms and Conditions, within one year after the client was aware, or could reasonably have been expected to be aware, of the facts on which the claim is based.
- 7.5 Any claim for compensation or any other claim against natural persons, employees, directors or companies (included associated persons) who are employed by DVD, or with which DVD has concluded agreements in connection with its business operations, and which parties may be held responsible or partly responsible for the damage or loss arising, is ruled excluded. The aforementioned natural or legal persons may - by way of a third-party clause - rely upon these General Terms and Conditions, and therefore also upon this Article 7, with respect to the client

## **8. Archiving**

- 8.1 The file shall be retained for at least 10 years, following which DVD shall be free to destroy the file.

## **9. Applicable law/competent court**

- 9.1 Legal relations between DVD and its clients shall be exclusively governed by the law of the Netherlands.
- 9.2 The Dutch court in Amsterdam is exclusively competent to hear any dispute between DVD and its clients, unless the cantonal sector of the district court of the client's residence is competent.
- 9.3 These Terms and Conditions are also provided in the English language. In the event of a dispute over their contents or scope, the Dutch language text shall be binding.