

Applicability

1. These general terms and conditions apply to all agreements, offers or legal relationships between HYS and a client. HYS is understood to mean: HYS & Co. Advocaten B.V., (established in Utrecht, trade register number 73461865).
2. These general terms and conditions have also been stipulated for the benefit of (legal) persons who are directly or indirectly involved in activities related to the assignment.
3. These general terms and conditions take precedence over the general terms and conditions of the client, unless expressly agreed otherwise.
4. HYS is entitled to change these general terms and conditions. The amended terms and conditions are deemed to have been accepted if the client has not objected to the amended conditions within 14 days after the amended conditions have been sent to him or have become known.

Assignments

5. Assignments are deemed to have been issued to HYS unless stated otherwise in writing. The effect of Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code is excluded.
6. Assignments that fall under the scope of the Money Laundering and Terrorist Financing (Prevention) Act (Wwft) will not start until all formal requirements of the Wwft have been met, including identification and UBO data.
7. Each assignment can be cancelled at any time by both HYS and the client. In that case, the client will owe a fee and any additional costs for the work performed up to that time. However, if an assignment has been agreed with a specific lead time, the terminating client will owe HYS the fee for that agreed lead time.
8. The assignment includes a best efforts obligation from HYS Legal, unless the results to be achieved have been explicitly agreed and recorded in writing.
9. HYS can involve third parties in the execution of the assignment on behalf of the client. HYS handles this carefully. HYS is authorized to accept liability limitations applied by these third parties, also on behalf of the client.

Fee and disbursements

10. HYS does not handle cases on the basis of addition (funded legal assistance).
11. Unless agreed otherwise, the fee is calculated on the basis of the number of hours worked (or parts thereof) times the agreed hourly rate. HYS also charges any travel costs, third-party costs and disbursements. All amounts are exclusive of VAT, unless stated otherwise.
12. HYS can demand an advance from the client before commencing or continuing the execution of the assignment. At the end of the assignment, an advance will be set off against the last outstanding invoice (s).
13. The agreed hourly rates can be indexed annually for inflation, which will be informed in writing or by email.

Payment

14. HYS invoices the fee and any disbursements in principle monthly or biweekly in arrears.
15. Payment of the invoice must be made within 14 days of the invoice date to the bank account number stated on the invoice. The client may not apply any discount, deduction, suspension or set-off. If an invoice is not paid within the payment term.
16. HYS may suspend its activities. When exercising the right of suspension, HYS will always take the interests of the client into account to a significant extent. The client owes the statutory commercial interest. Any (extra) judicial costs are for the account of the client. The extrajudicial costs are fixed at 15% of the principal or a minimum of € 200.

Liability

17. Any liability of HYS is limited to the amount paid out in the relevant case under the applicable professional liability insurance, plus the amount of the applicable deductible.
18. If, for whatever reason, the insurer does not pay out, any liability of HYS is limited to direct damage up to the fee calculated in the relevant case over the twelve months prior to the event that gave rise to the liability, with a maximum of € 15,000.00.
19. HYS's liability for turnover damage, loss of profit, reputation damage, delay damage and / or any other form of indirect damage is excluded.
20. Any claim against HYS will in any case lapse six months after the day on which the client was aware or could reasonably have been aware of the facts on which the claim in question is based.
21. Any liability of HYS for shortcomings of third parties engaged by HYS is excluded.

Files, complaints procedure

22. HYS may destroy files and all documents contained therein, including documents that belong to the client and / or third parties, if 5 years or more have passed after closing a case, without further notice.
23. The office complaints procedure applies to all activities of HYS. The office complaints procedure, an office complaints form and / or a description of the office complaints procedure will be sent to the client on first request and / or can be downloaded at www.hyslegal.com.

Applicable law and competent court

24. Dutch law applies to the legal relationship between HYS and the client.
25. All disputes will be settled by the competent court in Utrecht, without prejudice to HYS's authority as a claimant to submit a dispute to another competent court.