



IDLegal

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General terms and conditions

- 1 When in these general terms and conditions of IDLegal (the “Terms & Conditions”) IDLegal is used, it shall mean the law firm of Ingelise Driehuis, having its office at (2242 CM) Wassenaar, the Netherlands, at Victorialaan 7. In its practice of law, IDLegal may, from time to time, be assisted by third parties engaged by it in the performance of assignments given by clients.
- 2 These Terms & Conditions shall apply to (a) any and all assignments received by IDLegal from clients and which have been confirmed by IDLegal in writing or which are performed by IDLegal and (b) all services rendered by IDLegal. If a client is a professional party, the applicability of the provisions of articles 6:227b paragraph 1 en 6:227c of the Dutch Civil Code is explicitly excluded.
- 3 IDLegal shall exercise due care when performing a client’s assignment and when selecting a third party for the performance of an assignment given by a client.
- 4 In the event an event occurs which leads to IDLegal’s liability, IDLegal’s liability towards the client shall, irrespective of the legal basis for a claim, be limited to the amount which is paid out under the professional liability insurance taken out by IDLegal in the matter concerned, to be increased with the amount of the deductible which must be borne by IDLegal in the matter concerned. An event as referred to in this article also includes a failure to act. The limitation of liability referred to in this article shall not apply in the event of gross negligence (in Dutch: “bewuste roekeloosheid”) or willful intent (in Dutch: “opzet”) of IDLegal.
- 5 The provisions of these Terms & Conditions are not only made for the benefit of IDLegal but also for third parties engaged by IDLegal in the performance of an assignment given by a client. IDLegal shall not, irrespective of the legal basis for a claim, be liable for mistakes made by and/or the non-performance of third parties engaged by it. If third parties as referred to in this article wish to limit their liability, IDLegal is hereby authorized by the client to accept such limitation of liability on the client’s and its own behalf.
- 6 IDLegal shall charge an hourly rate which is exclusive of office charges, disbursements, expenses, travel expenses, costs of third parties and other similar costs and exclusive of VAT. If a fixed fee for an assignment or a series of assignments is agreed, it is exclusive of office charges, disbursements, expenses, travel expenses, costs of third parties and other similar costs and exclusive of VAT.
- 7 IDLegal shall invoice on a monthly basis. Payments shall be made within 14 (fourteen) calendar days from the invoice date to a bank account indicated by IDLegal, unless agreed otherwise in writing.
- 8 These Terms & Conditions have been drafted in the Dutch and English language. In the event of a conflict or inconsistency of the Dutch or English version of the Terms & Conditions, the Dutch version of the Terms & Conditions shall prevail.
- 9 The legal relationship between IDLegal and each of its clients shall be governed by Dutch law. Any disputes which may arise between IDLegal and a client shall be submitted to the exclusive jurisdiction of the competent court in The Hague, the Netherlands.

These Terms & Conditions may be consulted at and can be downloaded from www.idlegal.nl/en/.