

General conditions

1. Van den Heuvel Arbeidsrechtjuristen is the sole proprietorship of mr. drs. G.H.A. (Alex) van den Heuvel.
2. These general conditions apply to all commissions (in the broadest sense) given to Van den Heuvel Arbeidsrechtjuristen, therein in any case included, although not exclusively, every follow-up commission, modified commission and additional commission.
3. All commissions are considered to be exclusively given to and accepted by Van den Heuvel Arbeidsrechtjuristen. The effects of articles 404 and 407(2) of Civil Code Book 7 are expressly ruled out.
4. All commissions are performed exclusively for the benefit of the principal/customer. Third parties cannot claim rights to the activities performed and results thereof.
5. Van den Heuvel Arbeidsjuristen performs its work activities on the basis of an hourly rate of €140, excluding 6% office costs, excluding 21% VAT, except in cases of different written agreements. Van den Heuvel Arbeidsjuristen can modify the hourly rate annually (per 1 January of the relevant year).
6. Disbursements (including, but not exhaustively, court fees, bailiff fees and costs for extracts of official certificates) do not fall under the hourly rate and will be billed separately.
7. At all times can an advance be requested to be paid for the activities to be performed. The paid advance shall be deducted from the end sum.
8. Payment of the bill must be done within fourteen days of the date of invoice, without deductions, adjustments or postponements. In case this payment period is exceeded, this will constitute an omission or undue delay upon which Van den Heuvel Arbeidsrechtjuristen will have the right to cease its work activities. Van den Heuvel Arbeidsrechtjuristen is not liable for the (possible) damage that is or will be caused as a direct or indirect result of this.
9. In case Van den Heuvel Arbeidsrechtjuristen, in connection with aforementioned non-payment, takes legal recovery action, the legal and extra-legal costs related to these measures will be billed to the principal/customer. These costs are 20% of the unpaid sum, with a minimum of €150. Van den Heuvel Arbeidsrechtjuristen maintains the right to bill the real costs, in case these are higher than aforesaid.
10. Possible complaints about the invoice for the activities that the invoice relates to, should be made known in writing within 30 days of the invoice date to Van den Heuvel Arbeidsrechtjuristen, in the absence of which the principal/customer is considered to acknowledge the correctness of the owed sum mentioned on the invoice.
11. Van den Heuvel Arbeidsrechtjuristen shall take the necessary precaution when seeking the assistance of third parties. The costs of these third parties will be born by the principal/customer, unless otherwise agreed in writing. Any liability for shortcomings of these third parties is ruled out.
12. In case in the performance of a commission an event – among which an omission is included – takes place that leads to liability, that liability will be limited to the amount or the amounts that can be claimed under the liability insurance of Van den Heuvel Arbeidsjuristen, including the 'own risk' which Van den Heuvel Arbeidsrechtjuristen carries thereunder. In case damage is caused to persons or goods by or in connection with the performance of a commission, that liability will be limited to the amount or amounts claimable under the liability insurance of Van den Heuvel Arbeidsrechtjuristen. If, for whatever reason, no payment under the professional or liability insurance takes place, the liability of Van den Heuvel Arbeidsrechtjuristen towards the principal/customer will be limited to the fee that is billed in connection with the relevant commission, with a maximum of €15,000 and against third parties limited to €2,000.

13. In so far as persons, who are hired in connection with the performance of commissions of the principal/customer, seek to limit their liability regarding these works, it is stipulated that all commissions given to Van den Heuvel Arbeidsrechtjuristen contain the authority of Van den Heuvel Arbeidsrechtjuristen to accept such liability limitations also for the principal/customer. Any own liability of Van den Heuvel Arbeidsrechtjuristen for shortcomings of these hired persons is ruled out.
14. All rights to claims or other privileges against on whatever ground against Van den Heuvel Arbeidsrechtjuristen expire in any case one year after the moment that the principal/customer and/or third parties became aware or could have reasonably become aware of the existence of these rights or privileges.
15. After finalisation of the commission, Van den Heuvel Arbeidsrechtjuristen will archive the file. The file will be kept in archive for the period of (at least) five years. After expiration of this period the file can be destroyed, without further notice of this to the principal/customer.
16. Not only Van den Heuvel Arbeidsrechtjuristen, but also all persons involved in the performance of any commission of a principal/customer, can invoke these general conditions.
17. Dutch law rules the legal relation between Van den Heuvel Arbeidsrechtjuristen and her principals/customers. Only the Dutch court has jurisdiction regarding any dispute between Van den Heuvel Arbeidsrechtjuristen and a principal/customer.

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