

# Legal-Expat

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## TERMS AND CONDITIONS LEGAL-EXPAT

### ABOUT LEGAL-EXPAT

- Legal-Expat is a trade name of Legal-U.
- Legal-U is a legal service provider in the Netherlands.
- Our goal is to resolve and provide advice on our clients' legal disputes.
- These conditions are the basis for the relationship with our customers. Here we explain simply and briefly what we can do for you and what we expect from you.
- We are located at Kingsfordweg 151 in Amsterdam (1043 GR), the Netherlands. We are registered with the Chamber of Commerce under number 89418727.

### CLAUSE 1: THESE TERMS AND CONDITIONS

- 1.1 These terms and conditions apply to all services assignments issued to Legal-Expat. An assignment also includes the provision of advice by Legal-Expat by way of consultation. We use these terms and conditions to provide you with a good service and so that you know where you stand.
- 1.2 The general terms and conditions are and will continue to apply to any services agreement, as agreed at the time the services agreement was concluded and provided to you at the time of confirmation.
- 1.3 In the event that one or more of these terms and conditions is void or contrary to the law, all other terms and conditions will continue to apply to the agreement.

- 1.4 You can always request these terms and conditions free of charge from your advisor and consult and download them on the Legal-Expat website ([www.legal-expat.nl](http://www.legal-expat.nl)).
- 1.5 Because Legal-Expat is a tradename of Legal-U, wherever Legal-Expat is mentioned in these terms and conditions, Legal-U is the actual party.

## CLAUSE 2: OUR SERVICES

- 2.1 Legal-Expat provides legal advice and assistance in legal disputes in private law.
- 2.2 All services agreements are accepted for and on behalf of Legal-Expat. This means that you do not have a business relationship with your advisor, but with Legal-Expat.
- 2.3 The provisions of Section 7:404 of the Dutch Civil Code are excluded. This means that your advisor can have the activities associated with the services agreement carried out by someone else under his or her responsibility.

## CLAUSE 3: LEGAL ADVICE ON TERMINATION AGREEMENT (EMPLOYMENT)

- 3.1 Legal-Expat is happy to advise you on the settlements agreements pertaining the termination of an employment agreement.
- 3.2 We always work with a fixed fee for these services, which covers a full legal check-up of the (draft) settlement agreement, videocall to discuss any issues and risks, drafting of text proposals, and providing negotiation strategy and proposals.
- 3.3 The standard fixed fee we charge for this service is EUR 990,- (ex VAT) and most employers reimburse these costs. Your advisor can advise you on getting compensation from your employer for legal advice.

#### CLAUSE 4: LEGAL SERVICES FOR A LEGAL DISPUTE IN RENT LAW

- 4.1 Legal-Expat is happy to help you resolve legal disputes. For our advice and assistance in legal disputes, we work with fixed fees.
- 4.2 Our fixed fee for out-of-court work is EUR 699,- (ex VAT). This fixed fee covers all of our work, including writing (demand) letters and emails to the counterparty, (video)calls, settlement negotiations, etc.  
At the start of the services agreement, the fixed fee will be clearly agreed upon.
- 4.3 Some of our clients prefer to have us only send a demand letter to get their case moving. In those cases, we offer writing and sending out the demand letter for a fixed fee of EUR 299,- (ex VAT). We will also reply once to the counterparty if they reply to our demand letter. If you want us to continue correspondence with the counterparty after the demand letter and the first reply, we charge EUR 99,- (ex VAT) for every reply that comes after. Please note that, on average, cases need approximately five replies after the demand letter.
- 4.4 Our fixed fee for formal legal procedures before the courts is EUR 1.799,- (ex VAT). This fixed fee covers drafting and submitting the subpoena, attending the first court hearing, travel time and costs, and coordinating the bailiff after the verdict. Usually this covers everything for proceedings at first instance.  
Excluded from this fixed fee is the defense against a possible counterclaim (*reconventionele vordering*) from your counterparty, additional court hearings, preparing (expert) witnesses, etc. For these activities we work with an hourly rate of EUR 130,- (ex VAT). Please note that Legal-Expat does not work cases in appeal (*Hoger beroep*).
- 4.5 If possible in your case, we can offer to start legal proceedings before the Rent Committee (*Huurcommissie*). Our Fixed Fee for procedures before the Rent Committee is EUR 849,- (ex VAT), and covers

everything, including submitting the case, attending the court hearing, fees for the Rent Committee etc.

In some cases, the counterparty will try to get the decision of the Rent Committee overruled in court. This is not included in the fixed fee for procedure before the Rent Committee (clause 5.5). Naturally, we would be happy to help you in these matters as well. For those cases, clause 4.4 applies.

- 4.6 It is sometimes necessary to have other parties incur costs for your case. Think, for example, of costs for registered post, the bailiff and court fees. These are called disbursements. The disbursements paid by Legal-Expat are passed on to you as a customer. If possible, Legal-Expat will discuss these costs with you in advance.
- 4.7 Legal-Expat never charges hidden costs, such as office and administration costs.

## CLAUSE 5: PAYMENT

- 5.1 Our invoices must be paid by you within fourteen days of the date set in the invoice, without you applying any discount or set-off. Please note, that we are able to make payment plans with you before starting your case. You can contact your advisor about this.
- 5.2 If you are a consumer, an interest of 3% per year is due on our invoices from 14 days after the invoice date up to and including the day of full payment. If you are a business, you owe interest of 1% per month on our invoices from 14 days after the invoice date up to and including the day of full payment.
- 5.3 If payment is not made within the payment term, Legal-Expat is entitled to charge extrajudicial collection costs. If you are a consumer, a reminder will be sent after the first payment term in which you will be granted a second payment term of 14 days for payment of the outstanding amount, after which the extrajudicial collection costs are owed.

- 5.4 Legal-Expat is entitled to suspend the work if an invoice has not been paid after the expiry of the payment term. This right of suspension concerns both the work to which the unpaid invoice relates and other assignments originating from the same client. Regardless of a suspension of work, you are still obliged to pay for work performed and disbursements paid. Adverse consequences of a suspension are entirely at your own expense and risk. Legal-Expat is entitled to keep all documents related to the work performed until full payment has been made.
- 5.5 These provisions remain applicable after the end of the services agreement.

#### CLAUSE 6: LIABILITY

- 6.1 Legal-Expat has professional liability insurance. Our liability is limited to the amount that the insurer pays out if Legal-Expat is liable to you.
- 6.2 Legal-Expat is not liable for damages resulting from a shortcoming in the fulfillment of the agreement, unless there is deliberate recklessness or intent. Legal-Expat is also not liable for damage caused by acts of third parties engaged for your case.
- 6.3 These provisions remain in force after the end of the assignment.

#### CLAUSE 7: PERSONAL DATA AND PRIVACY

- 7.1 When providing an assignment to and/or concluding a services agreement with Legal-Expat, you give Legal-Expat permission to process your personal data for the purpose of the work to be performed by Legal-Expat.
- 7.2 Legal-Expat will keep your information and (personal) data confidential and will only use it for the execution of the assignment, unless Legal-Expat is legally obliged to provide this information.
- 7.3 These provisions remain in force after the end of the assignment.

## CLAUSE 8: TERMINATION

- 8.1 Both Legal-Expat and you have the right to terminate the services agreement, stating the reasons of termination.
- 8.2 After termination of the agreement, you will receive the final invoice from Legal-Expat. This will be settled with an advance if this has been paid by you. You are obliged to pay the remaining amount within the payment term. The provisions of Clause 5 of these Terms and Conditions apply to the final invoice.
- 8.3 These provisions remain in force after the end of the assignment.

## CLAUSE 9: DISPUTES AND APPLICABLE LAW

- 9.1 Dutch law applies to all agreements to which Legal-Expat is a party, including the services agreement, assignments and/or consultations.
- 9.2 All disputes will, in the first instance, be submitted exclusively to the District Court of Noord-Holland, location Haarlem, the Netherlands.