



**TERMS AND CONDITIONS of JORDAN LAW**

**1. Practice and applicability of the general terms and conditions**

- 1.1. JORDAN LAW is a company incorporated under Dutch law in which the law practice is exclusively for the account and risk of Mr. J.S. Jordan. Jordan Law is registered with the Chamber of Commerce under Chamber of Commerce number: 65534395.
- 1.2. Attorney-at-law Mrs. Mr. N. Yildiz works as an independent lawyer for his own account and risk under the name CNS law firm registered with the Chamber of Commerce under Chamber of Commerce number: 83767606. To the outside world, it acts under the common name: Jordan Law.
- 1.3. All other lawyers and associates are employed by JORDAN LAW.
- 1.4. JORDAN LAW is therefore neither a partnership nor a partnership within the meaning of the Regulation on the bar. The lawyers Mr. J.S. Jordan and Mrs. Mr. N. Yildiz are independent lawyers and contract in a personal capacity. The lawyers share the facilities of the office at Carolina van Nassaustraat 185 in (2595 SX) The Hague and make all also use the trade name JORDAN LAW.
- 1.5. These general terms and conditions have been stipulated for the benefit of the lawyer, their practice and the third parties engaged for the execution of the assignment. These terms and conditions apply to all assignments given by the lawyer in the context of the performance of the activities as a lawyer with a client. The attorney is entitled to read these general terms and conditions. amend or supplement.

**2. Communication**

- 2.1. The communication between the lawyer and the client about the assignment will be mainly by e-mail take place. To this end, the client has provided the lawyer with an e-mail address and the client is allowed to use it. Also between the lawyer and third parties in the context of communicated the assignment by e-mail. The Client accepts the risks associated with communication by e-mail, such as (but not limited to) the fact that e-mail is not a completely reliable medium confidentiality of confidential messages.

**3. Engagement of third parties**

- 3.1. The lawyer may engage third parties for the execution of the assignment. No prior consent of the client is required for this. The choice of these third parties shall be done, where possible, in consultation with the client and with due observance of the necessary care. The lawyer is not liable for shortcomings of these third parties. The client indemnifies the lawyer against all claims by third parties for their costs and reimbursement of fees, for insofar as this is in any way related to the work performed for the benefit of the Client.

**4. Fees, invoicing, third-party costs, advance invoices, suspension of work**

- 4.1. In principle, the lawyer will send the client an advance invoice in which a number of agreed hours or the personal contribution payable by the client (in the case of an addition provided by the Board) for Legal Aid). As soon as the work exceeds the agreed number of hours a follow-up note will be prepared and sent. At the end of the work, the lawyer will draw up a final settlement. With regard to invoicing, the lawyer also uses the e-mail address provided by the client.
- 4.2. If no e-mail address is provided, or if the client so requests, the invoice will be sent by post. The invoice must be paid within 14 days of the invoice date.
- 4.3. Unless otherwise expressly agreed in writing, the claim amount is based on the amount paid by the lawyer on behalf of the client, multiplied by the hourly rate. The agreed upon hourly rate is always exclusive of VAT. Court fees, travel and subsistence expenses as well as (other) expenses to third parties (such as bailiffs, the Chamber of Commerce, land registry, translation costs, courier costs, etc.) become charged separately to the client.
- 4.4. The lawyer will send the client an advance invoice. The lawyer will only commence his/her work as soon as the advance invoice has been paid in full. If this is not paid on time and/or in full, the lawyer reserves the right to refuse the assignment. The advance payment will be deducted from the final invoice. If an invoice has not been paid within the payment term, the lawyer may, after the client has been informed of this, suspend the work for the benefit of the Client until the amount of the claim has been paid. The lawyer is in no way liable for damage that occurs as a result of as a result of this suspension of operations.
- 4.5. If the stipulated payment term is exceeded, the client will be in default by operation of law and will owe default interest equal to the statutory interest pursuant to Article 6:119 of the Dutch Civil Code.
- 4.6. In the case of assignments given in the exercise of a profession or business, the statutory interest pursuant to Article 6:119a of the Dutch Civil Code will be due. If the client does not pay the invoices on time, all costs incurred in obtaining payment in and out of court will be borne by the client. The extrajudicial collection costs are fixed at a flat rate of 15% of the amount due and payable, with a minimum of € 250.00.

- 4.7. If the client fails to pay the invoice on time, JORDAN LAW is then entitled to suspend the execution of the assignment, also in other matters that are pending on behalf of the client, to the exclusion of any liability on the part of JORDAN LAW for damage that may arise as a result.
- 4.8. JORDAN LAW is authorized to receive payments on behalf of the client for the latter, as well as to receive payments (or have them received) on the bank account of the Stichting Dergengelden GB | BK Advocaten with number: NL18INGB0000050815. The Foundation is authorized by the client to pay funds received in this way to JORDAN LAW, in order to be set off against invoices sent by JORDAN LAW to the client, even if the payment term has not yet expired.

## **5. Subsidised legal aid**

- 5.1. If the client may be eligible for subsidised (added) legal aid, but the lawyer is not registered with the Legal Aid Board, the lawyer will inform the client of the refer to another lawyer or to the Juridisch Loket. If the lawyer is registered with the Legal Aid Board, the lawyer will then discuss whether the client can make a claim subsidised legal aid. If the lawyer wishes to take on the case in question on that basis the lawyer will submit an application to the Legal Aid Board. The information provided by the Council for the The personal contribution determined by the client must be paid within 7 days to the the lawyer.

### **Legal Aid Act**

- 5.2. When entering into the assignment, the client declares that he is familiar with and agrees with the applicable conditions and rules (Legal Aid Act) from the Legal Aid Board. These rules can be found at: <https://www.rechtsbijstand.nl/>.
- 5.3. Subsidised legal aid relates to the fee. Additional costs, such as the Court fees, costs for extracts and registered mail are at the expense of the client. If the application is not granted or if the addition is withdrawn at a later stage, the the client will owe the hourly rate for the work as the lawyer normally would. for private individuals. If the application for addition is rejected, the contracting authority shall have the the possibility to object to it. This objection procedure does not fall within the scope of the assignment as given to the lawyer.
- 5.4. If the client wishes the lawyer to conduct the objection procedure, the client must request this in writing to the lawyer. For an objection procedure before the Legal Aid Board the lawyer applies the aforementioned hourly rate for private individuals. These costs will not be reimbursed by the Legal Aid Board, even if the application is granted after an objection.

### **Revision of addition/recheck income**

- 5.5. If the client litigates on the basis of funded legal aid, the Legal Aid Board may revise the previously issued addition after a re-check of the client's income. Any compensation already paid to the lawyer will then be collected from the client.

### **Result assessment**

- 5.6. If, in the event of a procedure, the client achieves a result that is equal to or higher than the result limit (half of the tax-exempt capital), the client will reclaim from the client any compensation already paid to the lawyer by the Legal Aid Board.
- 5.7. If the lawyer has not yet received a fee and the Legal Aid Board withdraws the addition, the lawyer will charge the hours spent on the case in accordance with the rate charged by the lawyer of at least 242 euros including VAT, unless the lawyer and client have agreed on a different fee.

### **Order to add income control**

- 5.8. Even if there is no prior income check and an order for addition is issued, the Legal Aid Board will carry out a retrospective audit of the client's income in the event of a subsequent conviction. If the income exceeds the income standards as stated on [rechtsbijstand.nl](https://www.rechtsbijstand.nl), the addition will be withdrawn and the client will have to repay the fees paid by the Legal Aid Board to the lawyer.

### **Special assistance**

- 5.9. In the event of a possible entitlement to (special) assistance, the application and the granting or rejection thereof will be entirely account and risk of the client. The client must apply for this assistance from the municipality in which he or she resides.

## **6. Money Laundering and Terrorist Financing (Prevention) Act (Wwft)**

- 6.1. The client accepts that, on the basis of the Money Laundering and Terrorist Financing (Prevention) Act, the lawyer (hereinafter: "Wwft") is obliged to report unusual transactions to the authorities set up for that purpose.
- 6.2. The client is aware that the lawyer may be obliged under the Wwft to identify the client and to verify. The client must cooperate fully and in all cases in the manner prescribed in the AML. The lawyer will record and store the required data in accordance with the AML.
- 6.3. The client accepts that the duty to provide information under the AML prevails over the lawyer's duty of confidentiality.

**7. Legal expenses insurance**

- 7.1. If the client has a legal expenses insurance that could possibly provide cover and which the Client wishes to use, the Client will have to ensure that the Client confirms that the of the coverage provided by the insurer. The client gives permission to the lawyer to carry out the keep the legal expenses insurer informed of the content and progress of the case. Should the legal expenses insurer indicate that the maximum insured amount has been reached or for which (other) the reason for termination or suspension of the cover, the costs of legal aid incurred by the entirety on behalf of the client at the rate charged in that case.

**8. Liability and insurance**

- 8.1. The lawyer is insured for damages resulting from professional misconduct in accordance with the requirements of the Dutch Bar Association. Therefore, the liability of the lawyer (including the liability of third parties engaged by the lawyer to carry out the assignment and the liability of his practice company) in the event of professional misconduct or other attributable harmful conduct, shall always be limited in its entirety to the amount allocated in the relevant paid out under that professional indemnity insurance. Inspection can be made available on request. obtained in the applicable policy conditions. If the lawyer is to pay for the damage resulting from the liability has no claim under the professional indemnity insurance, the liability is always limited to the amount provided by the lawyer in the case in question to the Client. invoiced (and received by the lawyer) fee with a maximum of € 25,000.

**9. Personal data & privacy, retention period of files**

- 9.1. Personal data provided to the lawyer and the personal data of other persons involved, are stored in a database. This personal data will only be used for the purpose of performance of the contract for services with the Client and on the basis of a statutory duty. The personal data will always be treated within the legal frameworks as set out in the Advocates Act, the Prevention of Terrorism Act (Wwft), the tax laws, the GDPR and as stipulated by the Bar Association in its regulations.
- 9.2. Copies of the most important documents from the case file are kept by the lawyer for the period of the assignment(s) and for 5 years thereafter. At the end of that period, the case files may be submitted by the lawyer without further notice.

**10. Conflict of interest**

- 10.1. If the lawyer has to resign from the assignment due to a conflict of interest, the client will be as soon as possible. In connection with the duty of confidentiality imposed by the Advocates Act In the event of a conflict of interest, the Client may not be able to be informed of the the nature of the conflict of interest in question.

**11. Complaints & disputes**

- 11.1. JORDAN LAW has an internal complaints procedure and is affiliated with the [The Dutch Foundation for Consumer Complaints Boards](#). If you are dissatisfied with the quality of the service, you can consult the [complaints procedure](#).
- 11.2. For all cases in which the complaints procedure does not lead/cannot lead to a solution for disputes with the lawyer, the court in The Hague has jurisdiction to hear the dispute. All disputes between the lawyer and the client shall be settled exclusively by the court in The Hague, without prejudice to the attorney's authority to submit disputes to the court competent by law. The legal relationship between the lawyer and the client is exclusively subject to Dutch law.