

General terms and conditions of Yspeert advocaten

1. Yspeert advocaten N.V. (Yspeert) is a public limited company with the object of practising law through one or more lawyers, which, in addition to its name under the articles of association, uses the name Yspeert advocaten. Yspeert has offices in Groningen, Drachten and Emmen.
2. These general terms and conditions are applicable to all engagements, quotations and/or contracts between Yspeert and its clients and also extend to the lawyers (and/or their personal companies) who work for or have worked for Yspeert, as well as other persons (and legal persons) who have been engaged for the execution of an engagement. These general terms and conditions are also applicable to additional engagements and subsequent engagements.
3. All engagements placed with Yspeert or with the individual lawyers are accepted and executed exclusively by Yspeert, even if the intention is for an engagement to be executed by a certain person. The persons working for Yspeert are not personally bound or personally liable. The applicability of Sections 7:404, 7:407 (2) and 7:409 of the Netherlands Civil Code (Burgerlijk Wetboek) is expressly excluded.
4. If necessary for the purpose of effective professional practice, Yspeert is authorised to engage third parties not belonging to its organisation. This will be done with due care. Yspeert cannot be held liable for damages resulting from errors or breaches by these third parties. Yspeert is authorised to accept limitations of liability of third parties on behalf of the client.
5. As a result of current legislation, including the Money Laundering and Terrorist Financing (Prevention) Act (Wwft), Yspeert is obliged under certain circumstances (a) to establish the identity of its clients and their ultimate beneficial owners; and (b) to report unusual transactions to the authorities. If Yspeert reports an unusual transaction, it is not permitted under the Wwft to report this to the client in question.
6.
 - a. The client will be liable for the payment of the fee plus disbursements and turnover tax for the execution of the engagement. The fee will be agreed upon of acceptance the engagement and can be adjusted by Yspeert, which will be communicated in writing. Disbursements are payments made to third parties for the purpose of executing the engagement.
 - b. Invoices will be sent at least monthly.
 - c. Invoices are payable within fourteen days of the invoice date. If this period is exceeded, then the client will be held in default without further notice of default being required.
 - d. If Yspeert takes debt collection measures against a defaulting client, all extrajudicial and judicial costs will be charged to the client. The extrajudicial costs payable will amount to at least 10% of the outstanding balance when the client is held in default.
- e. Yspeert reserves the right at all times to require the client to pay an advance fee. Advance fees will be set off against the final settlement of the engagement.
7. The work can be suspended if the client defaults on the payment of any fee or advance invoice.
8. The client indemnifies Yspeert against all claims of third parties, including the reasonable costs of legal assistance for mounting a defence against such claims, which are in any way related to or arise from the activities in the context of an engagement, other than in cases of intentional act or omission or gross negligence on the part of Yspeert.
9. Yspeert's liability for damages in respect of clients and third parties is limited to the amount paid out by its professional liability insurance in that particular case. Information about the content of the policy and its conditions will be provided on request. The following limitation of liability will apply if no payment is made under the insurance for any reason. For engagements for which € 10,000 or less has been charged as a fee, the liability is limited to a sum equal to twice the amount of the fee. For other engagements, the liability is limited to a sum of € 100,000. Claims for compensation shall be null and void if not brought before a court of competent jurisdiction within one year of the client becoming aware of the claim.
10. Yspeert processes personal data in connection with the performance of the engagement in compliance with applicable privacy legislation. The text of the privacy statement of Yspeert can be consulted on our website. In the context of its services, Yspeert also makes use of digital tools, including applications based on artificial intelligence (AI). The manner in which such tools are used is further set out in the privacy statement, which can be consulted on our website. Yspeert reserves the right to amend its privacy statement from time to time.
11. All engagements are subject to the Yspeert complaints regulations. The regulations are available for viewing on our website.
12. The legal relationship between the client and Yspeert shall be governed by the laws of the Netherlands. The District Court of the Northern Netherlands (Rechtbank Noord-Nederland) has exclusive jurisdiction to hear disputes arising from or related to this legal relationship.