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Terms and Conditions

Article 1 Agreement, quotation and confirmation

1.1

In these general terms and conditions, the following terms are used with the following meaning, unless explicitly stated otherwise. User: the user of the general terms and conditions. Client: the user's counterparty. Agreement: the agreement to provide services.

1.2

These general terms and conditions apply to the formation, content and performance of all agreements concluded between the client and Raad & Daad, Advies & Mediation B.V., hereinafter: "Raad & Daad". The conditions listed below are binding for both parties. Unless stated otherwise in writing, the prices and rates stated by Raad & Daad are always exclusive of VAT.

1.3

Assignments must be confirmed in writing by the client. If the client fails to do so, but nevertheless does not explicitly refuse to allow Raad & Daad to commence the execution of the assignment, the content of the quotation will be considered as agreed. Further verbal agreements and stipulations are only binding for Raad & Daad after they have been confirmed in writing by Raad & Daad.

1.4

Raad & Daad is free to refuse or cancel any assignment, even after acceptance, due to conflict with public order or morality, due to (possible) damage to the good honor and name of Raad & Daad, or because of the failure by the client to fulfill previously made agreements, or because of the failure to meet the requirements set for the client in these general terms and conditions.

1.5

Clients are at all times jointly and severally bound with regard to all assignments given to Raad & Daad as well as with regard to the resulting costs.

Article 2 Rates, costs and fee

2.1

The client owes Raad & Daad a fee, as well as a compensation for costs incurred in accordance with the rates, calculation methods and working methods customary at Raad & Daad.

2.2

Unless otherwise agreed in writing, the fee is calculated on the basis of the hours spent by the person or persons handling the assignment in hours according to the time registration system used within Raad & Daad, multiplied by the hourly rates of those persons as determined by Raad & Daad for or determined during the assignment.

2.3

In the event of uncertainty regarding the time spent or if the time specified by Raad & Daad is contradicted, the following applies:

Two hours of work are counted for the purpose of a consultation. For travel time, travel time is calculated according to the ANWB route planner "fastest time". The travel rate is 50% of the normal hourly rate. For the purpose of a maintenance calculation, one and a half hours of work is charged. For written documents, 30 minutes is charged per text page or part thereof. One hour of work is charged for the purpose of an income calculation.

Article 3 Payment

3.1

If an assignment has a lead time of more than two months, Raad & Daad reserves the right to invoice the hours worked in the meantime.

3.2

If an assignment for mediation at a fixed price has been agreed, the hours actually worked will be invoiced if the assignment is terminated prematurely. The actual hours worked is based on the specifications of Raad & Daad. In case of dispute or lack of clarity, the provisions of article 2.3 of these conditions apply.

3.3

- Payments must be made within 14 days of the invoice date.
- If no (full) payment has been received within 14 days after the invoice date, a reminder will follow.
- If no (full) payment is received within 14 days after the reminder, Raad & Daad will be entitled to claim collection costs of 15% of the original invoice amount, or otherwise the maximum amount prescribed by the legal provisions.
- If no (full) payment has been received within 14 days after the notice of default, Raad & Daad will take further measures to collect the outstanding amount. All costs incurred by Raad & Daad for this, such as legal costs and extrajudicial and judicial costs, including the costs for legal assistance, bailiffs and collection agencies, incurred in connection with late payments, will be borne by the client.
- Objections to the amount of invoices do not suspend the payment obligation.

3.4

Raad & Daad reserves the right to suspend work for the client if payment is not made within the set payment term.

Article 4 Liability

4.1

Raad & Daad cannot be held liable for:

- damage as a result of delay in the proceedings.
- misunderstandings or errors with regard to the performance of the agreement if these are prompted or caused by actions of the client, such as not providing complete, proper and clear information about the facts.
- errors of third parties engaged by or on behalf of the client.
- errors in the text / data, if the client has given his approval for this, or has been given the opportunity to perform an inspection and has indicated that it does not need such an inspection.
- loss of data supplied. Despite the fact that Raad & Daad regularly makes backups of data provided by the client, the client is responsible for the preservation of the original files or copies of files, which are made available to Raad & Daad by the client. and vice versa.

4.2

Except in the case of intent or gross negligence on the part of Raad & Daad, the liability of Raad & Daad for damage arising from an agreement or an unlawful act committed against the client is limited to an amount that is reasonably in proportion to the scope of the assignment, on the understanding that this amount will not exceed € 5,000 or, if the fee associated with the assignment is higher, the amount of this fee.

4.3

Any liability expires after one year from the time the assignment is completed.

4.4

Force majeure means all external causes that could not reasonably have been foreseen and as a result of which Raad & Daad is unable to fulfill its obligations towards the client. These circumstances include disruptions in the services or networks of third parties and failure of the electricity supply to Raad & Daad.

Article 5 Other provisions

5.1

The parties are obliged to treat facts and circumstances that come to the knowledge of the other party in the context of the assignment confidentially. Third parties involved in the execution of the assignment will be bound by the same confidential treatment with regard to these facts and circumstances originating from the other party.

5.2

The judge in the principal's place of residence is in the first instance competent to hear disputes, unless the subdistrict court has jurisdiction. The parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation.

5.3

Dutch law applies to these general terms and conditions.
