

General terms and conditions MOON legal & compliance dated May 17th, 2021

Applicability

1. In these general terms and conditions, Client is understood to mean: the assigning party.
2. The contractor is M. Meddens-Bakker, also trading under the name MOON legal & compliance, registered with the Chamber of Commerce under no. 65755405.
3. These general terms and conditions are applicable to all assignments, including follow-up assignments in the same case or file, that are issued to MOON legal & compliance.
4. Deviations from these general terms and conditions are only binding for MOON legal & compliance if they have been specifically agreed upon and recorded in writing.

Execution of the assignment

5. All assignments are accepted and performed by MOON legal & compliance. The articles 7: 404 and 7: 407 paragraph 2 of the Dutch Civil Code are not applicable.
6. MOON legal & compliance is free to have assignments awarded under its responsibility carried out by third parties that do not belong to its organization (including foreign lawyers, accountants, bailiffs, experts, etc.). In that case, these terms & conditions are also applicable to the work carried out by these third parties. MOON legal & compliance will exercise due care when engaging third parties that do not belong to its organization.
7. The assignments given are carried out exclusively for the benefit of the client. Third parties cannot derive any rights or claims from the content of the work performed. The client indemnifies MOON legal & compliance against all claims from third parties in this regard.

Fee

8. With regard to the work performed, the client owes MOON legal & compliance a fee, to be increased by VAT. Disbursements are charged separately. Travel costs are calculated on the basis of a kilometer allowance of € 0.50 or public transport first class.
9. Unless otherwise agreed, the fee due is calculated on the basis of a previously agreed hourly rate on the basis of a time registration system customary in the industry. MOON legal & compliance is entitled to change the hourly rate annually on 1 January of the next calendar year. The client will be informed of this change as soon as possible.

Payment

10. Unless otherwise agreed, all invoices and declarations must be paid without deduction, discount, suspension or set-off within 14 days after the invoice date.
11. If an invoice is not paid on time and MOON legal & compliance has granted any discount on the regular hourly rate or otherwise, this discount will lapse in its entirety. If the payment term is exceeded, the client is in default by operation of law and will owe collection interest equal to the statutory (commercial) interest.
12. In case of late payment, MOON legal & compliance reserves the right to discontinue all or part of the assistance and / or the handling of a client's file until payment has been received. This does not relieve the client of his obligation to pay the outstanding amount as yet.

13. If the client does not pay the invoices and declarations (on time), all costs incurred in obtaining settlement in and out of court will be for the account of the client. The extrajudicial costs to be reimbursed amount to at least 15% of the outstanding balance at the first moment of default, with a minimum of € 500.00. Sales tax is also payable on extrajudicial collection costs, as well as the statutory (commercial) interest.
14. Complaints with regard to the invoice must, under penalty of forfeiture, be made in writing and with reasons within 14 days after the invoice date.

Liability

15. Any liability of MOON legal & compliance is limited to the amount that is paid out in the relevant case under the professional liability insurance it has taken out, plus the amount of the deductible. If, for whatever reason, the insurer with whom the professional liability insurance has been taken out does not pay, any liability is limited to the fee charged by MOON legal & compliance in the relevant case during the relevant year (excluding disbursements), with a maximum of € 10,000. - exclusive of sales tax.
16. Any liability for the work of third parties is excluded. MOON legal & compliance is authorized to accept any liability limitations of third parties on behalf of the client. When the client directly sues the third party, the client indemnifies MOON legal & compliance against any claim of the third party in connection with that liability claim as well as all related costs for MOON legal & compliance.
17. Without prejudice to the provisions of Article 6:89 of the Dutch Civil Code, all rights of action and other rights or powers for whatever reason vis-à-vis MOON legal & compliance will lapse in any case after one (1) year after the moment of the event, as a result of which both immediately if indirectly, the damage occurred.
18. MOON legal & compliance does not guarantee a timely and correct receipt of the messages sent by it, regardless of the method of transmission. When communicating by electronic means, such as e-mail, MOON legal & compliance is not liable for damage as a result of viruses and / or other irregularities in the communication.

Complaints

19. In the (unexpected) event that the client has a complaint about the services of MOON legal & compliance, MOON legal & compliance will handle this in accordance with its office complaints procedure. The office complaints procedure can be consulted on the website www.moonlegal.nl and will be sent free of charge upon first request. If handling of the complaint in accordance with the office complaints procedure does not lead to a solution, the complaint will be settled by the competent court in Utrecht.

Applicable law

20. These general terms and conditions have been drawn up in the Dutch and English language. In the event of a dispute about the content or scope of these general terms and conditions, the Dutch text is binding.
21. The agreement to which these general terms and conditions apply is governed by Dutch law.