General Terms and Conditions
Kennedy Van der Laan’s General Terms and Conditions

February 2021

This Is Our Agreement
These conditions cover how we work for and with you. They apply to every contract we enter into with you and to everything that we may do for you. They also apply to extra-contractual obligations, including torts. No other general terms or conditions apply, including those of your own organisation.

'We' means Kennedy Van der Laan N.V. ‘You’ means the client with whom we enter into an agreement.

We may change these General Terms and Conditions, both for current and new agreements. You will of course hear from us when we do so.

We Are The Contracting Party
Let’s agree first that when you give us an assignment, Kennedy Van der Laan is always the contracting party. That is also the case when you make an agreement with one of our employees, shareholders or partners, and also when you give us the assignment with a view to a specific lawyer. That is because we always take the responsibility for keeping our side of the bargain.

Sharing Documents Safely
We agree with you that we will both use up-to-date antivirus protection. That way, we can safely send emails and exchange documents in full confidence. We will not then hold each other liable for damages from viruses or other digital issues. Our standard is to not encrypt any data, but if you require it, that is no problem.

Rates, Invoicing and Payments
We will send you a monthly invoice for the hours worked at the applicable rates, unless agreed otherwise.

We may update our rates once a year. We will also charge you for all necessary expenses we pay on your behalf, which may not be included in our fees. This includes travel expenses, courier costs, court fees, and other payments such as to translators and other external experts.

When we charge a retainer, we will only start working after we have received payment from you. In urgent cases, however, we will discuss with you whether to make an exception. At the end of the project, we will set off the retainer with the last invoice.

We will do the work in return for your payment of our invoice within 30 days in euros. Our fees are exclusive of Dutch VAT (BTW).

Our Advice Is Intended Specifically For You
It is that simple: our advice is exclusively for you. Third parties cannot use our advice or rely on it. You must indemnify us from any third party claims for damages that result from the use of our advice without our authorisation.

When We Use Experts
We may need to hire external experts or contractors on your behalf when necessary for your specific case. This includes bailiffs, translators, couriers, foreign law firms, notaries, tax specialists, and others. We are not liable for any damages caused by these service providers. When a service provider wants to limit its own liability, we will accept that limitation on your behalf.

Third-Party Funds
We have a foundation established to handle third-party funds, which is responsible for receiving and managing money, as well as making payments in relation to our assignments. Potential liability of this foundation is at our risk.
And Where Do We Stand On Liability?
Our liability in connection with an attributable breach of contract or unlawful act — or for damages that for another reason may be for our risk — is limited to the amount that our professional liability insurer would pay out in relation to that matter plus our deductible.

If our insurer does not pay, or in case of damages caused by payment errors by the foundation handling third-party funds, our liability is limited to the amount (including Dutch VAT) that you paid us in the twelve months prior to the event that gave rise to the liability. The minimum amount we would pay in this case is EUR 100,000 (when the damage exceeds that amount), and the maximum EUR 250,000, both including Dutch VAT.

You can only claim damages from our firm and not from any other parties. Under this agreement, our foundation for the management of third-party funds, our shareholders, our partners, our employees and other persons who perform work under our name will never pay damages themselves. You can claim damages from us for three years from the time the damages may have been caused.

The foundation for the management of third-party funds, our shareholders, our partners, their legal entities and directors, and our employees may also rely on these limitations of liability. They have specifically been written to also protect them.

If We Want To End Our Collaboration
We can stop our collaboration at any time, and so can you. If necessary, this can even have immediate effect. We will charge for the hours worked until then, and you will pay within 30 days.

We Do Business Under Dutch Law
Dutch law governs our agreements and our work with you. The Dutch version of our agreements always prevails over the English version.

Have A Complaint? Let's Fix It
If you are not happy with our collaboration, we will be glad to work things out with you. We prefer to resolve the matter by discussing it, but if we cannot, we will settle it using our dispute resolution mechanism. We will make sure that a lawyer who was not previously involved in your case will handle your complaint confidentially. If we still do not reach an agreement, we will then take our dispute to the courts in Amsterdam. You can read exactly how our complaint process works at https://kvdl.com/en/dispute-settlement-scheme.

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