

General Terms & Conditions

In these general conditions “Commissionee” will mean **MLegal** based in Amsterdam and registered in the Commercial Register of the Chamber of Commerce of Amsterdam under number: 34347360.

1. These general terms and conditions apply to all legal services provided by Commissionee in the past and the future as a result of the agreement granting an assignment (including complementary, supplementary or successive assignments or mandates) and to all relationships between Commissionee and its clients.
2. These general conditions apply to all instructions accepted and executed by Commissionee on the basis of an agreement granting an assignment, with the exclusion of articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code.
3. Commissionee may, under its responsibility, render legal services with assistance of third parties. Commissionee shall consult client before selecting third parties and shall in any event exercise necessary due care in its selection of third parties. Commissionee is not liable for any acts or omissions of third parties. Client hereby authorizes Commissionee to accept limitations of liability of third parties on its behalf.
4. Any liability of Commissionee is limited to the amount paid out, if any, under Commissionee’s professional liability insurance policy in the matter concerned, plus the amount of the own risk deductible that is in accordance to the applicable insurance conditions for the account of Commissionee. In the event and to the extent that no monies are paid out under the professional liability insurance for whatever reason, any and all liability of Commissionee shall be limited to the amount charged by Commissionee in the matter concerned up to a maximum amount of € 25.000,-.
5. Client indemnifies and holds Commissionee harmless from and against any and all third party claims (including reasonable legal costs) arising in whatsoever manner from the activities carried out for the client, unless they result from gross negligence or wilful misconduct by Commissionee.
6. Invoices by Commissionee will be submitted periodically and are subject to payment within 14 days from date of invoice. A percentage of professional fees shall be charged to cover general costs (such as postage, phone, fax, photocopying). Costs paid by Commissionee on behalf of client shall be charged separately. All amounts are exclusive of VAT.
7. Commissionee is entitled to charge client a retainer for fees and costs prior to the commencement of the legal services. This retainer serves as deposit for future invoices.

8. Should an account not be paid within the term agreed, client shall be considered to be in default by operation of law and without further notice.
In case of default on payment Commissionee shall be entitled to charge an interest rate of 1% per month or part of a month over the outstanding amounts as of the due date until the day of full settlement.
9. The legal relationship between client and Commissionee is governed by Dutch law. The appointed Court in Amsterdam shall have exclusive jurisdiction over the settlement of disputes.
10. Commissionee has joined the Disputes Committee for the legal profession, the complaint procedure can be found on the website www.mlegalattorneys.com.
11. The Dutch text of these general conditions shall prevail in the event of any differences between the English text and the Dutch text. These general terms and conditions have been filed with the registry of the Amsterdam District Court under number 33/2013 and can also be found on the website www.mlegalattorneys.com.