

General Terms and Conditions Tim Roos Advocatuur

1. Tim Roos Advocatuur is the trade name of Mr. T. Roos b.v., under which Tim Roos practices law.
2. All orders are accepted and performed by or on behalf of Tim Roos Advocatuur only. The operation of articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code (“Burgerlijk Wetboek”) is excluded. These articles concern the person of the party accepting the order.
3. The complaints procedure of Tim Roos Advocatuur applies to all contracts. The complaints procedure is posted on the website of Tim Roos Advocatuur.
4. Any and all liability on the part of Tim Roos Advocatuur shall be limited to the amount paid in the matter at hand by the professional liability insurance policy or policies taken out by Tim Roos Advocatuur, increased by the excess that is for the account of Tim Roos Advocatuur according to the insurance policy conditions. Information on the professional liability insurance will be sent to you on your request.
5. Tim Roos Advocatuur shall exercise due care and consult with the client when engaging third parties. Tim Roos Advocatuur shall not be liable for any shortcomings of such third parties. Tim Roos Advocatuur shall have the right to accept a possible limitation of liability by third parties also on behalf of the client.
6. Insofar as the damage is not covered by Tim Roos Advocatuur's professional liability insurance, its liability for this damage is limited to the amount invoiced to the client in the relevant calendar year in connection with the engagement, up to a maximum of €10,000.
7. The client shall indemnify Tim Roos Advocatuur against any liability towards third parties arising from or otherwise connected with the engagement, unless the liability is caused by intent or gross negligence on the part of Tim Roos Advocatuur.
8. All provisions in these General Terms and Conditions shall also extend to the persons who are or have been employed by Tim Roos Advocatuur.
9. The legal relationship between Tim Roos Advocatuur and its clients shall be governed by Dutch law. Any disputes shall only be adjudicated by the Rotterdam court. Disputes arising from complaints that cannot be resolved through the internal complaints procedure shall be exclusively submitted to the dean in the district of Rotterdam.
10. These General Terms and Conditions have been drawn up in Dutch, German, English and French. The Dutch original shall be decisive.