

## **General Terms and Conditions Claro Arbeidsrecht en Mediation (version of July 1, 2026)**

### **Article 1 – Definitions**

In these general terms and conditions, the following is understood:

- Claro: the sole proprietorship (in Dutch: “eenmanszaak”), operating under the name “Claro Arbeidsrecht en Mediation”, engaged in legal practice, legal services, mediation and providing courses and lectures, established in Utrecht and registered in the Chamber of Commerce register under number 95330372.
- Client: the natural person or legal entity who has given Claro the assignment to perform services.

### **Article 2 – Applicability and amendment**

1. These general terms and conditions describe the conditions under which Claro performs her services and apply to every assignment, follow-up assignment, modified assignment and/or additional assignment to Claro, as well as to the phase preceding the conclusion of a service agreement, unless otherwise agreed in writing prior to the conclusion of the relevant agreement or legal relationship.
2. Claro is authorized to amend these general terms and conditions.

### **Article 3 – The service agreement**

1. A service agreement is concluded between Claro and the client after Claro has accepted the client's assignment.
2. The client is obliged to identify with valid identification when providing the assignment, or upon first request thereafter.
3. The following articles of the Dutch Civil Code expressly do not apply article 7:404, article 7:407 paragraph 2 and article 7:409 paragraph 2 of the Dutch Civil Code.
4. The agreement will end upon completion of the assignment. Both Claro and the client have the right to terminate the agreement earlier. In that case, the client is obliged to pay for work performed up to that point.
5. In case of a contractual relationship between Claro and the client, which relationship does not end with the execution of a specific assignment, but has been entered into for an indefinite period, either party may terminate that contractual relationship in writing.
6. If a bailiff must be engaged in the execution of the assignment, Claro is authorized to provide an assignment to the bailiff on behalf of the client, to accept the contractual conditions (with the exception of any liability limitation) from that bailiff and to pay the costs of that bailiff to that bailiff on behalf of the client. Claro may charge the bailiff's costs as an advance to the client.
7. When the client's income falls below the income and assets standards established by the Minister of Justice van Security within the framework of the Legal Aid Act (in Dutch: “Wet op de Rechtsbijstand”) or if the client is (has been) detained, the client (possibly) qualifies for free legal aid. However, the client has expressly chosen - also in case the aforementioned occurs during the execution of the assignment - not to make use of that possibility, so that the agreed financial conditions apply and remain applicable, unless otherwise agreed in writing with the client.

### **Article 4 – Invoicing and payment**

1. In principle, work performed is invoiced monthly. Unless otherwise agreed in writing, invoices are prepared based on the time spent on the assignment and the hourly rate agreed in writing for the assignment, increased with (un)taxed advances (such as extracts from Chamber of Commerce, Land

Registry, Municipality, court fees, travel, bailiff and translation costs, etc.) and (if applicable) VAT, unless otherwise agreed.

2. Claro is entitled to adjust the applicable hourly rates per January 1 of each year. From the time the new rates apply, the new rates will also be charged in ongoing cases from that moment. The client will be informed as soon as possible about the change in rates.
3. Claro is authorized to demand an advance payment before commencing work in connection with the agreement or at any other time during the ongoing assignment. Advances will be offset against the (final) invoice. If there is a reason to do so, further advance payment may be requested. If there is a remaining balance after offsetting the final invoice, it will be refunded to the client. The client must pay a charged advance immediately. As long as the client has not paid the advance, Claro is entitled to suspend her work until full payment has taken place.
4. The payment term for Claro's invoices is 14 days after the invoice date.
5. The client is not permitted to offset Claro's invoice or to suspend payment thereof.
6. If the client does not pay the full invoice within this term, Claro will send the client a one-time payment reminder, containing a term of 14 days to pay the invoice after all.
7. If the client also does not (fully) satisfy the invoice within this (second) term, the client is in default and Claro is entitled to compensation for extrajudicial (collection) costs in accordance with the Extrajudicial Collection Costs Scale, with a minimum amount of €40.- applying. In addition, from that moment Claro claims compensation for the statutory commercial interest pursuant to article 6:119a of the Dutch Civil Code if the Client is a legal entity or a natural person acting in the exercise of a profession or business, or compensation for the statutory interest pursuant to article 6:119 of the Dutch Civil Code if the Client is a natural person not acting in the exercise of a profession or business.
8. All costs that Claro incurred in connection with untimely payment by the client, including but not limited to judicial and extrajudicial costs that Claro must incur to collect her invoices, are at the client's expense.
9. If an invoice is not paid (timely and/or fully), Claro is entitled to suspend or terminate her work after the client has been notified thereof in writing. The consequences thereof are entirely at the client's expense and risk. Claro is not liable for damage that may arise as a result of such suspension, or as a result of termination of work due to non- (timely and/or full) payment. Claro is entitled at all times, and the client gives permission in advance to offset what she can claim from the client against the money she holds from the client.
10. Objections from the client regarding the invoice must be made known to Claro in writing and with reasons as soon as possible, but no later than 14 days after the date of the invoice.

#### **Article 5 – Engagement of third parties**

1. Claro is authorized to engage third parties in the execution of the assignment if it deems this necessary. This shall be done after consultation with the client. The costs of such third party/parties shall be borne by the client.
2. The client gives Claro advance permission to provide these third parties with data that is relevant to them.
3. The client is bound by the terms and conditions that Claro agrees upon with such third party/parties. Insofar as third parties limit their liability for professional errors, Claro is authorized to accept such liability limitation on behalf of its clients.
4. Claro is not liable for damage that occurs as a result of acts or omissions by third parties engaged by Claro.

#### **Article 6 – Termination/closure/archiving**

1. Both the client and Claro can terminate the assignment at any time by written notice to the other.

2. At the client's request, all received original documents are returned. The other documents are digitally archived by Claro and kept for a maximum of seven years after the date of closure of the file. After that, Claro has the right to destroy the file.
3. Requesting duplicates of judgments or other decisions, insofar as possible, involves costs that are at the client's expense.

#### **Article 7 – Liability**

1. Any liability of Claro is at all times limited in its entirety to the amount paid out in the relevant case by the professional liability insurer, increased by the deductible. If the professional liability insurer does not proceed to payment, then any liability of Claro is limited to the fee paid by the Client for the work in connection with which the damage arose, with a maximum of €10,000. Any further liability is excluded.
2. Any liability claim against Claro shall lapse if it has not been submitted to Claro in writing and with reasons within one year after the client was aware or could reasonably have been aware of the facts on which it bases its claim.
3. The Client indemnifies Claro against all claims by third parties, including where applicable the client's own client, including the costs of legal assistance, that are in any way connected with the work performed for the Client, unless such claims are the result of willful misconduct by Claro. This limitation of liability constitutes an irrevocable third-party clause In Dutch: “derdenbeding”) for the benefit of Claro.

#### **Article 8 – Complaint procedure**

1. Claro has a complaint procedure that applies to all assignments. This complaint procedure is published on Claro's website and will be sent upon request.
2. If the complaint is not handled to satisfaction, the client can submit the dispute to the competent court.

#### **Article 9 – Data processing**

Legal aid is strictly confidential and Claro values the privacy of her client. For the assignment, it is necessary to process personal data of the client. Claro processes this personal data with utmost care and in accordance with the law.

#### **Article 10 – No third-party funds account**

Claro does not have a third-party funds management foundation and therefore cannot receive third-party funds.

#### **Article 11 – Substitution**

1. In principle, substitution or transfer of an ongoing case will only occur in the event of an urgent and unforeseen absence (emergency), such as serious illness or death of A. Rodriguez Galvis. In the event of substitution or transfer, the substitute will, in consultation with the client and at their own discretion, carry out the work that is necessary.
2. A. Rodriguez Galvis or the substitute will inform the client of the substitution or case transfer. The hourly rate of the substitute may differ from that of A. Rodriguez Galvis. The substitute will make arrangements regarding this directly with the client and will invoice the client directly for the work performed, regardless of whether they are temporarily substituting or permanently taking over the case.
3. The contact details of the substitute are as follows:  
Law firm: CKH Advocaten Utrecht B.V.  
Attorney-at-law: P.M. Jacometti  
Office address: Euclideslaan 51, 3584 BM Utrecht  
Mobile number: +31 6 14 44 52 04

Email address: [jacometti@ckh-advocaten.nl](mailto:jacometti@ckh-advocaten.nl)

**Article 12 – Applicable law and competent court**

1. Dutch law exclusively applies to the legal relationship between Claro and the client.
2. Disputes will exclusively be decided by the competent court in the district of Central Netherlands, location Utrecht.