

General terms and conditions

All our services are subject to the following General Terms and Conditions

Article 1: Organisation

1. Van Putten Van Apeldoorn notarissen ("VPVA") is the trade name of NimboDos B.V., based in Ede (HR no. 09103087) with private limited liability companies as shareholders ("management companies"). VPVA conducts practice as notary, legal advisor and mediator.
2. VPVA is also authorised to act under the trade name notaris.com and VPVA civil notaries.
3. These general terms and conditions are applicable to all forms of service provision by VPVA and the notaries employed at this company.
4. The person who is a direct or indirect shareholder and who performs professional services on behalf of VPVA can be indicated as "shareholder" or "partner" by or on behalf of, such in accordance with general professional practice.
5. The person referred to as such acts exclusively in the professional performance of his duty at the expense and risk of VPVA.

Article 2: Assignments

1. All assignments will be deemed to have exclusively been given to and accepted by VPVA, even if it is the express or implicit intent that an assignment is to be performed by a specific person.
2. The application of article 7:404 of the Dutch Civil Code which provides for the latter and the application of Article 7:407 subsection 2 of the Dutch Civil Code, which creates a joint and several liability where an assignment is given to two or more people, and article 7:409 of the civil code will be excluded in its entirety.
3. Not contradicting receipt of a (draft) deed drawn up by VPVA at the request of the client, advice or other writing means an acknowledgment of an assignment by the client and the acceptance of the applicability of the present general terms and conditions.
4. Unless otherwise agreed in writing, directors, shareholders, (intended) founders and partners of a legal entity or partnership, as well as the natural person who is the policymaker of such a legal entity or partnership are deemed to be co-clients in addition to the legal entity in question or partnership.
5. VPVA shall arrange for the execution of assignments given to it by "the partners" or own staff, where appropriate with the engagement of third parties. VPVA shall take all due care as responsible contractor in the execution of assignments entrusted to it and when selecting other persons to be engaged by it. VPVA is entitled to accept, also on behalf of the client any third party liability restrictions.
6. The acceptance of an assignment will be a best efforts obligation and shall not constitute an obligation to perform with regard to the client.
7. VPVA reserves the right to discontinue or suspend the handling of the assignment if the client fails to meet his obligations, whether financially or otherwise, or if VPVA believes that the necessary relationship of trust with the client has been lost.

Article 3: Liability

1. Professional liability is insured by VPVA at least in accordance with the rules of the Royal Dutch Notarial Association.
2. If one or more errors have been made in the work that is carried out for the performance of the assignment given to VPVA, the total compensation to be paid to the client (s) and third parties in respect of that work is limited to the amount for which if applicable, the liability insurance gives entitlement to payment, plus the amount of the deductible that is not borne by the insurer (s) according to the insurance conditions. If VPVA has no entitlement to payment, the liability will be limited to a maximum of the notarial fee charged for the service in question.
3. The limitations of liability as described in paragraph 2 will also apply in the event that VPVA is held liable for mistakes of third parties engaged by VPVA or the improper functioning of equipment, software, data files, registers or other objects that VPVA uses in the performance of the agreement, without any exceptions.
4. If damage is caused to persons or objects in or by the execution of an assignment or in any other way, for which VPVA bears liability, that liability will be limited to the amount or amounts to which the general liability insurance concluded by VPVA gives claim, increased by the deductible of VPVA in this regard.
5. The liability limitations are also made for the benefit of the (added) notary and deputy civil notary and all who are or have been working at VPVA, so that they can also invoke this liability limitation.
6. The liability limitations also apply if VPVA and/or the notary has wrongly refused his services and damage has resulted from this.
7. VPVA and / or the notary will never be liable for damage that a client has suffered, suffers or will suffer as a result of or in connection with the fact that the client or the notary has not yet been able to complete the identification procedure as referred to in the Wwft, unless there is intent or gross negligence on the part of the notary.

Article 4: Liability of the client

1. If an assignment is issued by more than one person, each of them is jointly and severally liable for the costs (fees and any disbursements) that are due to VPVA under that assignment.
2. If tenders have been issued for work and have been accepted by the client, this rate is due by the client.
3. Contrary to what has been stipulated above, additional work that was not known at the time of the assignment will be declared (extra) on the basis of hours worked. This is also possible if there are delays in the delivery of documents and data by the client or third parties. VPVA will, in appropriate cases, report this to the client in time. If, in VPVA's sole judgment, this additional work is caused by, or has been caused by, one party, VPVA is authorized to declare that additional work to that party, without prejudice to the liability of its counterparty towards VPVA.
4. In the event of the death of the client, his rights and obligations are transferred to his assignees under a general title.
5. The civil-law notary is entitled not to hand over copies of past deeds to the relevant parties to the deed until the invoice for the assignment in question has been paid in full.

Article 5: Processing and storage of documents

1. Notarial deeds are always kept on paper. The other parts of the protocol are kept in digital form.
2. The notary registers and stores personal data of the client. VPVA handles these personal data in accordance with the provisions of the General Data Protection Regulation (AVG).
3. All personal data that VPVA receives from the client or collects itself during the execution of the assignment is subject to a confidentiality obligation towards third parties. VPVA will not use this information for a purpose other than that for which it is obtained, unless it has been presented in such a form that it is not traceable to those involved. This confidentiality obligation does not apply:
 - a. insofar as the client has given explicit permission to provide the information to third parties;
 - b. if providing the information to third parties is logically necessary for the performance of the assignment;
 - c. if there is a legal obligation to provide the information to a third party; or
 - c. if personal data is provided to third parties in their capacity as sub-processors.
4. VPVA may (whether or not upon request) send information about its products or services (such as newsletters and invitations) by post, e-mail, or otherwise, or approach clients by telephone. If this is not desired, you can object to this at any time by sending a message to VPVA.
5. Client has the right to request VPVA to provide access to the personal data of the client - processed by VPVA and / or (if applicable) to correct, supplement or delete it

- or to protect it, unless the maintenance of these personal data is important for the proper functioning of the legal transactions. The client must submit a request for inspection and / or correction in writing to VPVA.
6. A client with staff, partners or directors must (if applicable) disclose these general terms and conditions to the persons involved with him and from whom VPVA processes personal data.
7. The client gives VPVA the right to communicate messages digitally with her and third parties, being aware that the confidentiality of the information sent in this way cannot be fully guaranteed.
8. The files with all related other documents are digitally archived. Physical documents that the notary has received for the assignment are digitally stored by the notary. Upon request and to the extent permitted by law, physical documents received by the notary may be returned to the person who issued them immediately after termination of the relevant assignment. After digital recording and archiving, the physical documents are destroyed by a certified archive destruction company whereby guarantees are provided in connection with the confidentiality obligation.

Article 6: Professional rules / Wwft

1. When carrying out the assignment, the VPVA civil-law notaries are bound by the legal obligations and the Professional and Conduct Rules Regulation established by the Royal Dutch Notarial Association.
2. VPVA is required by law in order to prevent money laundering and terrorist financing (Wwft) to establish the identity of the Client (and ultimately stakeholders within the meaning of the Wwft) before commencing work and to record its administration. Where applicable, VPVA is obliged under the Wwft to report unusual transactions as referred to in the Wwft to the authority. This report is made without the knowledge of the parties involved in the assignment.
3. VPVA will never be liable for damage that a client has suffered, suffers or will suffer as a result of an incorrect report made in the context of the Wwft, unless there is intent or gross negligence on the part of VPVA.

Article 7: Payment/collection costs

1. The client owes VPVA fees, turnover tax and where applicable disbursements and payments (such as investigation and registration costs and contributions to the quality fund) for the execution of the assignment.
2. Unless otherwise agreed, VPVA applies hourly rates. These rates vary depending on the position and the number of years of experience of the practitioner. The applicable hourly rate is recorded in the order confirmation. The costs that VPVA charges are equal to the hourly rate times (x) the number of (parts of) hours that VPVA spends on the assignment. VPVA can index the hourly rates annually. VPVA can also adjust an hourly rate during the performance of the assignment if changes occur in the interest or urgency of the case or in the years of experience or specialisms of the practitioner or (candidate) notary. If such a substantial change occurs, VPVA notifies the client in time.
3. In principle, VPVA invoices after the completion of an assignment. However, VPVA is authorized to invoice interimly if the work associated with an assignment runs for longer than one month.
4. The client to whom payment of fees and / or disbursements has been requested in writing by means of an invoice or by other means and from whom no payment has been received within the due date, is in default and liable for the costs incurred by VPVA from the moment of expiry of the due date, both in and out of court, to collect the claim. If VPVA has to send reminders, € 15 administration costs will be charged. If a claim for collection is handed over, collection costs will be charged in accordance with the statutory regulation as included in Section 6:96 of the Dutch Civil Code, with a minimum of € 40.
5. If no (full) payment has been received within the due date, VPVA may suspend its activities after the client has been notified thereof. VPVA is not liable for damage as a result.
6. In the event of a change in the costs, disbursements, taxes or other fees due to a change in the law or for any other reason, VPVA is authorized to charge the changed amounts and the client is obliged to pay the changed amounts to VPVA.
7. Any negative interest due on the monies held in the quality account must be reimbursed by the client to VPVA.
8. The payment of funds to right holders takes place in accordance with the guidelines and policy rules of the Royal Dutch Notarial Association (KNB). In the case of registered property(ies) transactions, money will only be paid to the party who acts as a party to the deed and who can claim payment on the basis of the legal act laid down in the deed. Exceptions to this rule are only permitted if the policy rules of the Royal Dutch Notarial Association (KNB) allow this.

Article 8: Exclusion of transfer and pledge

The transfer of a claim as referred to in Section 3:83 of the Dutch Civil Code to VPVA is excluded. The pledging of a claim against VPVA is also excluded.

Article 9: Terms and conditions

These general terms and conditions can also be invoked by natural and legal persons who are directly or indirectly associated with VPVA and who are involved in any way in the services provided by or on behalf of VPVA.

Article 10: Complaints procedure

VPVA uses a complaints procedure. This complaints procedure has been published on the websites of VPVA and notaris.com. At the client's request, a copy will be sent free of charge. In addition, our services are subject to the complaints and dispute settlement notarial practice. All claims from clients and third parties lapse if they have not been submitted to VPVA in writing and with reasons, within three months after the client or the third party was known, or could reasonably have been known, with the facts on which he bases his claim.

Article 11: Choice of law

Dutch law applies to the legal relationship between VPVA and its clients. Only the court in Arnhem is authorized to take cognizance of any dispute between VPVA and the client / customer.

Article 12: notaris.com

- If an assignment is given to VPVA acting under the name notaris.com, the additional terms and conditions apply:
1. The handling of an assignment at the rates stated on the website www.notaris.com is at the sole discretion of VPVA (trading under the name notaris.com).
 2. Any declaration and statement of settlement in connection with VPVA (trading under the name notaris.com) must be paid to VPVA (trading under the name notaris.com) prior to passing the deed (s), if this does not occur VPVA (trading under the name notaris.com) may suspend its activities after the parties have been notified thereof. VPVA (trading under the name notaris.com) is not liable for any damage that may arise as a result.
 3. If no timely payment has been received by VPVA (acting under the name notaris.com), the client is in default and liable for the costs incurred by VPVA (trading under the name notaris.com), both in and out of court, to collect the debt. The client also owes the statutory interest on the amount to be paid from the moment the payment obligation arises.

Article 13: Language

1. These general terms and conditions have been drawn up in Dutch and in English. In the event of deviations between the Dutch and English text, the text of the Dutch version will be binding.
2. Upon request, these general terms and conditions can be made available to the client in a different language. The costs of the translation are then borne by the client.

These General Terms and Conditions were filed on January 16, 2019 at the registry of the Gelderland District Court, location Arnhem, under deposit number 3/2019.