



GENERAL INFORMATION

ADDRESS DETAILS:

Achterhoek Advocatuur is located in the building Walstaete
Walstraat 67A
7061 CA Guarantee

TELEPHONE NUMBERS:

T: +31 315 711395
M: +31 6 47098582

EMAIL AND INTERNET:

enamel: info@achterhoek-advocatuur.nl
website: www.achterhoek-advocatuur.nl
Law firm number of the Dutch Bar Association: K13085



Good, professional, and affordable legal aid for entrepreneurs and individuals in Oude IJsselstreek and the rest of the Achterhoek.

Without unnecessarily high costs and frills.

Discreet and bold

Short lines and clear language.

That is what I want to offer.

Don't hesitate if you think that legal help can come in handy.

I would like to give an initial assessment of the situation without obligation and I think: prevention is better than cure.

Richard de Lange, lawyer

GENERAL INFORMATION

Welcome to Achterhoek Advocatuur. Below you will find information about our law firm that is important to you when you become a client of us.

Achterhoek Advocatuur, is a regional law firm based in Terborg (municipality of Oude IJsselstreek). We think we have a fresh and modern view on our profession. No unnecessary embellishment and, but professional legal services with a practical touch. No unnecessary and expensive procedures, but consultation, negotiation and settlement before opting for the conflict.

LEGAL FORM:

Achterhoek Advocatuur is a trade name of Mr. Richard de Lange, lawyer. The company is registered in the trade register under number 72568488.

BAR ASSOCIATION:

All lawyers working at our firm are registered in the Netherlands with the Netherlands Bar Association in The Hague (Neuhuyskade 94, 2596 XM The Hague, tel: 070 - 335 35 35).

INSURANCE:

Our firm has taken out professional liability insurance with AON for all lawyers working at the firm. The maximum cover is € 1,000,000.00.

ARCHIVE:

At the end of the case, we will keep your file for at least five years. Our archive is located outside our law firm. If you still need to retrieve documents from our external archive after archiving the file, there are costs involved. These costs are currently € 55.00 (excluding VAT). Most of the documents are also available digitally, so these costs can be avoided.

AGREEMENT OF ASSIGNMENT:

If you have our law firm handle one or more cases, you give us an order to do so. Our general terms and conditions apply to all assignments and you will also find them in this information package. The applicability of any general terms and conditions used by you is expressly rejected.

You can read the text of our general terms and conditions on the next pages and on our website.

HOW DO WE WORK?

Achterhoek Advocatuur is a practical and professional law firm that focuses on small and medium-sized business owners, private individuals and German clients. We look for creative and simplest solutions to the legal issues you present us with. Our working area covers the entire Achterhoek and Liemers area. However, our customers also come from a wider region, including the German border area.

We are happy (and able) to assist you in proceedings, but nevertheless try to save you the long way through courts and tribunals if possible.

PREVENTION IS BETTER THAN LITIGATION.

In other words: it is not the litigation that is the goal, but the achievement of solutions. If that goal can be achieved without having to take the robe out of the closet, it is usually preferable to a walk to court.

But if legal proceedings are inevitable, we will of course be there to advise and assist you, with only one interest: your interest.

During such a procedure we will keep you constantly informed of the course of events, in clear and understandable language and we will always try to keep an eye on the relationship between costs and benefits.

ABOVE ALL: SOLUTION-ORIENTED.

These solutions must then be presented and put into practice quickly and in a clear and concise manner.

This requires flexible cooperation with the lawyer. The lawyer must be accessible and know what the client's business is. We use as many modern means of communication as possible to guarantee this as much as possible.

WE WANT TO KNOW YOU.

Without knowledge of what you are doing and what your company looks like, you cannot work efficiently. We are therefore happy to invest in an extensive introductory meeting and/or a company visit.

The main focus of Achterhoek Advocatuur lies in the field of corporate law in a broad sense, including labour law, commercial law, debt collection cases and liability law.

Achterhoek Advocatuur is active both regionally (Liemers, Achterhoek, KAN region) and internationally (EUREGIO). These international activities concern assisting foreign clients in solving Dutch legal issues.

Moreover, when you first get to know us, as soon as a file is opened, we will ask you to identify yourself with an authorised identification document and we will record the information contained therein.

WWFT : LAW ON THE PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING

On the basis of this Act, Achterhoek Advocatuur is obliged, in principle before entering into a business relationship, to conduct a client screening, which includes the obligation to identify its clients. In addition, our law firm is required to report unusual transactions. These regulations apply to all law firms. The identification requirement applies, among other things, to activities performed by lawyers, tax advisers, civil-law notaries and accountants.

Once a client screening has been carried out, it does not formally stop there. The Wwft requires continuous monitoring of the business relationship and the transactions carried out during the business in order to check whether the client still meets the profile as established before the start of the service provision.

However, there is a general exception to the client due diligence and the duty to report in all cases in which we assist clients in the context of a (impending) lawsuit and all cases in which we are still in the process of determining the legal position of the client (in practice, only the first exploratory interview in fact).

What does the Wwft mean for you in terms of client screening and what do we need?

- in the case of legal entities: an original extract from the Commercial Register of the Chamber of Commerce or an electronic extract and a copy of a valid proof of identity of the representative of that legal entity;
- in the case of natural persons: a copy of a valid identity document (passport / driving licence / identity card).
- we will ask foreign companies and legal entities - and their representatives - to identify themselves with the same type of documents. Where appropriate, this may mean that a local lawyer or civil-law notary must carry out this identification on our behalf.

The Wwft also prescribes that, in addition to notaries and tax advisers, lawyers must also report transactions of an unusual nature to the national Disclosure Office for Unusual Transactions. The Ministry of Finance has compiled an indicator list based on which special transactions can be distinguished.

A duty to report can only arise in those cases where there is also an obligation to identify (see above). The duty to report is unavoidable for lawyers. In cases where a duty to report arises, we cannot evade this duty to report on the grounds of our duty of confidentiality and our right to refuse to give evidence. It goes without saying that we will strictly observe our duty of confidentiality in all other cases.

We realise that this legislation imposes (administrative) burdens on both you and us. Failure to comply with the new law constitutes an offence for which we can be prosecuted. We therefore ask for your understanding of the consequences that this new legislation will have for you and us.

FINANCE: FEE AND COSTS

Often it is not immediately clear in advance how much a case will cost you. It is not always possible to make a concrete estimate of the number of hours that should be spent on a case. Sometimes a case may seem simple at first glance, but there are more complicated aspects than expected.

Our policy is always to make an estimate in advance, which is regularly updated. We always keep a close eye not only on your interest in the matter itself but also on the finances. The work to be performed will be invoiced to you monthly as much as possible.

COMPLAINTS:

DISSATISFIED WITH OUR SERVICES?

Our law firm will do everything in its power to provide you with the best possible service. However, it may happen that you are dissatisfied with a certain aspect of our services. This brochure explains what you can do then.

OUR INTERNAL COMPLAINTS PROCEDURE

If you are dissatisfied with the quality of our services or with the invoice, we request that you first submit your objections to your own lawyer. However, you can also contact the complaints officer for this.

In consultation with you, we will try to find a solution to the problem as soon as possible. We will always confirm this solution to you in writing.

If, in your opinion, our consultation does not lead to a satisfactory result, you can submit a complaint to the Disputes Committee for the Legal Profession. This is only possible after you have first submitted your objections to our law firm. This option is also open to you if our law firm does not have a written response to your complaint within four weeks of submitting your objections.

DISPUTES COMMITTEE FOR THE LEGAL PROFESSION

Our law firm is a member of the Disputes Committee for the Legal Profession. This Disputes Committee was established on 1 June 1999 and falls under the auspices of Stichting Geschillencommissies voor consumentenzaken (SGC) and Stichting Geschillencommissies voor beroep en bedrijf (SGB) in 's Gravenhage.

You can submit your complaint within 12 months of the date of the written response from us. The client must submit his application to the Legal Profession Disputes Committee.

The Disputes Committee for the Legal Profession pronounces in the form of an arbitral award for business clients or in the form of a binding advice in the event that the dispute is brought by a private client.

The Disputes Committee for the Legal Profession is authorised to rule on complaints concerning the quality of the services provided by the lawyer and the amount of the bill. You may also feel that you are entitled to compensation. The Disputes Committee for the Legal Profession is also competent to rule on claims for damages up to a maximum amount of 10,000 euros. You can only submit higher damage claims to the Disputes Committee for the Legal Profession if you explicitly limit the amount of the claim to a maximum of 10,000 euros, whereby you waive the excess in writing.

Our firm itself can submit unpaid invoices for collection to the Disputes Committee for the Legal Profession.

The Disputes Committee handles the case in accordance with the Rules of the Disputes Committee for the Legal Profession that apply at the time the complaint is submitted to the Disputes Committee. No appeal is possible against the decision of the Disputes Committee for the Legal Profession.

ADDRESSES

Secretary of the Disputes Committee for the Legal Profession
Bordewijklaan 46 (2nd floor)
2591 XR The Hague
tel. 070 - 310 53 10
P.O. Box 90600
2509 LP The Hague

LOCAL BAR ASSOCIATION

Statutory supervision and disciplinary rules ensure that lawyers act correctly in their professional capacity.

The nature of the procedure is different from that of the Disputes Committee for the Legal Profession. The procedure before the Disputes Committee is intended for settling disputes about the quality of the services and/or financial aspects thereof. In the complaint procedure with the Bar Association, the question is whether a lawyer has acted properly in a professional capacity.

You can submit a complaint to the local Bar Association. You can read exactly how you can do this on their website : <http://www.advocatenorde-gelderland.nl>

CONTACT DETAILS:

Bar Association Office
PO Box 41526803
ED ArnhemTel
. 026 - 389 07 66
Fax 026 - 389 07 17E-mail
: info@ordegelderland.nl

The office can be reached by telephone from Monday to Friday from 09.00 to 15.00 hours.

CONTRACT OF ASSIGNMENT

Client :
Chamber of Commerce number :
Representative :
Address :
Postal code, city:
Date of birth :
Citizens service number :
Phone number :
E-mail :

MODEL

instructs Achterhoek Advocatuur, established in Terborg (municipality of Oude IJsselstreek), hereinafter to be referred to as Achterhoek Advocatuur, for whom Richard de Lange LLM. will act as attorney in court, such with the right of substitution, to represent her in relation to:

THE CLIENT

- The client shall pay an hourly rate of € 325,00 exclusive of VAT and an office cost surcharge of 6%, as well as exclusive of disbursements, to Achterhoek Advocatuur.
- In addition, the client will make an advance payment to Achterhoek Advocatuur in the amount of € 1.000,-, exclusive of VAT, to cover the initial work/sales, whereby Achterhoek Advocatuur will not institute any proceedings or conduct any defence in any proceedings before the client has paid the advance payment and the court fees owed to the judicial authority, to Achterhoek Advocatuur.
- The client is aware that if he/she is a party to legal proceedings, he/she may be ordered to pay the costs if the proceedings are lost, including those of the opposite party.

DISPUTES COMMITTEE

Achterhoek Advocatuur is affiliated to the Disputes Committee for the Legal Profession, which deals with disputes between the lawyer and the client about invoices.

YOUR DATA AND YOUR PRIVACY

We have a professional secrecy and treat your information confidentially and observe the confidentiality within the limits set by law and the law for lawyers.

We ensure that personal data is stored safely and processed securely. Achterhoek Advocatuur uses a Privacy Statement. This is part of our information package and can also be found on our website.

When we handle a case for you, we will establish your identity and the following personal data will

RIGHT OF INSPECTION

Of course, you have the right to inspect your personal data and, upon written request, a categorised overview of your personal data will be provided.

You will also receive copies, in writing or in electronic form, of any documents in your file if they are sent or received.

Achterhoek Advocatuur will make an electronic copy of the file documents available at cost price at your written request.

RETENTION PERIOD

Achterhoek Advocatuur uses a retention period of 7 years after the file has been closed.

SIGNATURE

By signing this agreement, the client confirms that he/she has received an information brochure containing, among other things, the general terms and conditions of Achterhoek Advocatuur and information about the various complaints options. The client accepts the applicability of the general terms and conditions of Achterhoek Advocatuur. If any translation is provided, The Dutch version of the general terms and conditions is binding.

Date:
For agreement,

Place:
on behalf of Achterhoek Advocatuur ,

GENERAL TERMS AND CONDITIONS OF ACHTERHOEK ADVOCATUUR

1. Mr. R. de Lange (A12416) runs a law firm under the trade name Achterhoek Advocatuur.
2. These General Terms and Conditions apply to all work performed or to be performed by or on behalf of Achterhoek Advocatuur and to all legal relationships of Achterhoek Advocatuur with third parties. The applicability of the client's general purchase conditions or other general conditions is expressly excluded.
3. With regard to the legal relationship with Achterhoek Advocatuur, the client is deemed to have irrevocably elected domicile at the address stated at the time of commencement of the assignment.
4. The applicability of Sections 7:404 and 7:407(2) of the Dutch Civil Code is expressly excluded.
5. If third parties must be engaged in connection with the work assigned to Achterhoek Advocatuur, Achterhoek Advocatuur will, if and insofar as possible, consult with the client in advance and Achterhoek Advocatuur will exercise due care in the selection of these third party contractors. Achterhoek Advocatuur is not liable for errors or shortcomings of such a third party in the performance of its services. Achterhoek Advocatuur is entitled to accept on behalf of the client any limitation of liability that such a third party may have stipulated.
6. The advice provided by Achterhoek Advocatuur never relates to the tax aspects of any acts or omissions, unless the client receives a written notification to the contrary from Achterhoek Advocatuur.
7. Any liability of Achterhoek Advocatuur for work performed or to be performed by or on behalf of Achterhoek Advocatuur or otherwise in connection with an assignment given to Achterhoek Advocatuur, shall be limited to the amount to which an entitlement exists in the case concerned under the professional liability insurance taken out by Achterhoek Advocatuur, increased by the amount of the deductible which, in the case concerned, is for the account of Achterhoek Advocatuur pursuant to the terms and conditions of that insurance. If, for whatever reason, no payment is made under the professional liability insurance referred to above, the liability referred to above shall be limited to € 100,000. The limitation of liability described in this article also applies in the event that an order may have been wrongly refused and damage may result therefrom.
8. All claims of clients lapse if a client or other claimant has not held Achterhoek Advocatuur liable in writing within 365 days after the client or claimant was aware or could reasonably have been aware of the facts on which it bases its claim.
9. Except in the event of intent or gross negligence on the part of Achterhoek Advocatuur, the client indemnifies Achterhoek Advocatuur for and against, and the client shall indemnify Achterhoek Advocatuur in respect of, all claims, claims and legal actions that a third party may at any time have or bring against Achterhoek Advocatuur and that directly or indirectly result from or are connected with the activities or services performed or to be performed by Achterhoek Advocatuur for the client or that are otherwise connected with the client's assignment to Achterhoek Advocatuur, including damage, costs and expenses that Achterhoek Advocatuur suffers or incurs in connection with such claim, action or legal action.
10. Unless otherwise agreed, the client shall owe Achterhoek Advocatuur a fee calculated on the basis of the number of hours spent multiplied by the applicable hourly rates as determined from time to time by Achterhoek Advocatuur. In addition to the fee, the client is obliged to pay Achterhoek Advocatuur the out-of-pocket expenses that Achterhoek Advocatuur pays on behalf of the client, and a fee for fixed office expenses (such as postage, telephone, fax and photocopies), which is set at a percentage of the fee. All amounts due, plus the VAT due thereon, will be charged.

11. The invoices of Achterhoek Advocatuur must be paid within fourteen days after the invoice date. In the event of late payment, Achterhoek Advocatuur has the right to charge statutory interest on the unpaid amount from the fifteenth day after the invoice date. In this case Achterhoek Advocatuur is also entitled to suspend the activities. In the event of (extra)judicial collection, the client will owe the actual collection costs incurred by Achterhoek Advocatuur, in addition to the principal sum and the default interest. The extrajudicial collection costs shall amount to at least 10% of the principal sum. The legal costs are not limited to the legal costs to be liquidated, but will be entirely for the account of the client if he is (to a large extent) ruled against.
12. In response to a request to that effect from Achterhoek Advocatuur, which can be made both prior to and during the execution of the assignment, the client will either pay an advance (which can be set off against the final invoice) or provide security for the fulfilment of his payment obligations. Achterhoek Advocatuur is entitled to suspend its activities until the advance payment has been made.
13. No proceedings shall be commenced by Achterhoek Advocatuur, or defence shall be conducted without the client having paid Achterhoek Advocatuur an advance on the fee, or an advance on the personal contribution to be determined by the Council for Legal Aid, to be assessed by Achterhoek Advocatuur, as well as the court fees owed by the client to the judicial body in connection with the proceedings.
14. The legal relationship between Achterhoek Advocatuur and the client or other third party is governed by and subject to Dutch law.
15. All disputes arising from or in connection with the work performed or commissioned to Achterhoek Advocatuur by or on behalf of Achterhoek Advocatuur and/or the legal relationship with the client or other third party shall be subject to the exclusive jurisdiction of, and shall be decided exclusively by, the competent court in Arnhem, without prejudice to the right of appeal and appeal in cassation.
16. The provisions and conditions contained in these General Terms and Conditions have also been made and stipulated for and on behalf of the partners of Achterhoek Advocatuur, the directors of those partners and all persons who work or worked for Achterhoek Advocatuur, whether as partners, employees, consultants, third parties or in any other capacity.
17. These General Terms and Conditions have been drawn up in the Dutch language. If Achterhoek Advocatuur provides a translation of these terms and conditions, the Dutch version shall prevail.

These conditions have been filed with the Chamber of Commerce Gelderland.

MR. RICHARD DE LANGE



The most important thing I have to say about myself is that I feel like a "real lawyer". That is to say, in a strictly partisan way, I represent the interests of my clients, within the limits of the law and decency of course.

For almost twenty years now I have been working in this region and I enjoy living with my family in the Achterhoek. Originally I come from Rotterdam and in that region I also took my first steps in the legal profession. That is where I got my practical attitude and my aversion to legal chiquedowning.

This attitude fits wonderfully well with my current living and working environment. Of course there are also differences, but I notice that my clients appreciate it, for example, that I just say what it is all about earlier.

My professional interest is diverse and I have therefore chosen to have multiple focal points in my practice. Difficult and complicated matters are my preference over simple ones.

I am involved in cross-border cases, mainly in the German-Dutch border region, the bundling of consumer interests, business law for mainly family businesses from small and medium-sized enterprises, (international) labour law and various internet-related cases.

In all these cases I try to reduce legally complex cases to understandable language and to ensure that, without incurring unnecessary costs, not only is good quality legal content provided, but also the best tactical way for my client is followed.

In a case it is very important that client and lawyer communicate well. As a lawyer, you depend on the information the client has to provide. This is not only about the facts, but also about the backgrounds and the other people involved. This is also an aspect of the legal profession, which has my special attention.