

General terms and conditions Notary Public Oude Hengel

1. The civil-law notary practice of Notaris Oude Hengel is conducted through a practice company called HaagKwadraat B.V. The civil-law notary practising through this practice company is the contractor. The principal is the client: one or more natural persons or legal entities, who instruct the notary to perform work.
2. These general conditions are also made for the benefit of the directors of the practice company and of all the junior civil-law notaries and all other persons working at, for or on behalf of the civil-law notary. Third parties engaged in the execution of the engagement may also invoke these General Terms and Conditions.
3. The acceptance of all instructions shall exclude the provisions of Sections 7:404 and 7:407 (2) of the Civil Code.
4. The notary's liability shall be limited to the cover for which professional liability insurance has been taken out, plus any excess. The applicable Rules of Professional Conduct include minimum standards which the insurance must meet. If, for whatever reason, no payment is made under this insurance policy, the liability of the civil-law notary shall be limited to an amount equal to the fee charged for the execution of the engagement in question for the activities from which or as a result of which the damage was caused.
5. The limitation of liability shall also apply if the civil-law notary is held liable for damage resulting directly or indirectly from the malfunctioning of the equipment, software, data files, registers or other items used by the civil-law notary in the execution of the engagement.
6. Any claim for compensation may not be brought against employees of the civil-law notary, other persons employed by, for or on behalf of the civil-law notary or with whom a partnership has been entered into, nor against directors of legal entities responsible for performing the work or with whom a partnership has been entered into.
7. Any right to compensation shall in any event lapse twelve months after the event from which the liability arises directly or indirectly; this does not exclude the provisions of section 6:89 of the Civil Code.
8. If an instruction is given by several persons, each of them shall be jointly and severally liable for paying the bill for the notary's activities. If the engagement is given by a natural person on behalf of a legal entity, the engagement shall be deemed to have been given also by the natural person.
9. When engaging third parties, the Notary shall always exercise due care. The Notary shall not be liable for shortcomings of third parties engaged. The Estate Agent shall be deemed to be authorised by the Client to accept any limitations of liability of third parties on behalf of the Client.
10. The notary shall inform the client clearly and in good time about the financial consequences of his engagement. Unless otherwise agreed, the fee shall be determined on the basis of the hours spent on the engagement multiplied by the hourly rate charged by the civil-law notary. If the notary performs work in connection with a purchase agreement, the fee shall be charged to the parties as agreed by the parties in the purchase agreement. If nothing has been agreed in this respect, the notary shall charge the fee to the purchaser. The notary shall inform the client in good time if more costs will be charged than agreed. - 2 - The notary shall not charge the costs of his activities to another assignment, another part of the assignment or to a person other than the client.
11. An assignment shall be deemed to have been accepted- when the assignment has been confirmed by the contractor to the client; or - when the client receives a draft deed made on behalf of the notary at the client's request, or a personal advice given; or - when the notary receives a purchase agreement stipulating that the notary will execute the deed of transfer,
12. Bills must be paid within fourteen days of the invoice date, unless otherwise agreed or otherwise stated by the notary on or with the bill. If this period is exceeded, the client shall be in default. The client shall then owe default interest (equal to the statutory interest rate) and collection costs. The collection costs are calculated according to the

Decree on compensation for extrajudicial collection costs. If the client is a legal entity or a natural person acting in the exercise of his/her profession or business, then, in deviation from the aforementioned decree, 15% of the outstanding claim will be charged as collection costs, with a minimum of € 250.00.

13. The Notary's services are subject to the Money Laundering and Terrorist Financing (Prevention) Act. Within that framework, the Notary shall be obliged, inter alia:- to conduct a 'client investigation' in connection with the provision of services to the client, which investigation shall include the determination and verification of identity; and - to report to the Financial Intelligence Unit-Nederland (FIU-Nederland) without the knowledge of the parties involved in the assignment, if an unusual situation or transaction occurs.
14. A claim against the notary on account of the disbursement of money pursuant to the legal act contained in a deed cannot be assigned or pledged. Pursuant to the notarial rules of profession and conduct, the notary shall only pay out money to the person who acts as a party to the deed and/or is entitled to the disbursement pursuant to the legal act contained in the deed, except if it follows otherwise from these rules.
15. The notary shall comply with all existing professional and conduct rules. An explanation of these rules can be found in the consumer brochure 'Rules of the Game for Notaries and Consumers' drawn up by the KNB in consultation with the Consumers' Association and Vereniging Eigen Huis. This brochure can be found at www.knb.nl and can be provided upon request.
16. The law requires the notary to collect data from those directly or indirectly involved in the notary's services.
The notary's website contains the privacy statement explaining how the notary handles personal data.
17. A Notarial Complaints and Disputes Scheme applies. See www.knb.nl and www.degeschillencommissie.nl. The Disputes Committee Notarial Practice only considers a complaint after going through the office complaints procedure.
18. Dutch law shall apply to the provision of services and any liability. The Dutch court or the Disputes Committee shall have exclusive jurisdiction to settle disputes.

These general terms and conditions were adopted on 1 September 2024.