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**Please note:**

The original language of the Agreement of Service and the General Terms and Conditions is Dutch. The English translation is intended to help clients who cannot read Dutch. The Dutch text however remains the definite text of the Agreement of Service and the General Terms and Conditions will be adhered to, in the case of a dispute.

**General Terms and Conditions**

**Stichting Juridisch Adviesbureau “De Leidse Rechtswinkel”**

Article 1 - **General**

Throughout the General Agreement the following definitions apply

1. Client: the party that requires help.
2. Service Provider: a volunteer of the Stichting Juridisch Adviesbureau “De Leidse Rechtswinkel”.
3. Question: the issue on which the client requires help from the Service Provider.

Article 2 - **Applicability**

2.1 The General Terms and Conditions apply to all (legal) relations between Client and Service Provider.

2.2 In so far as regulations concerning the professional conduct of the Service Provider apply the working of the General Terms and Conditions can be limited.

2.3 If the request of help is expressed verbally, the General Terms and Conditions apply from the moment that these are issued to the Client.

Article 3 – **Cooperation from the Client**

3.1 The Client must provide such information and documents as the Service Provider seems necessary for a correct and prompt answer to the Question. These must be presented to the Service Provider in a timely manner.

3.2 The Client must ensure that the Service Provider is informed immediately about the facts and other circumstances that are relevant to the Question.

3.3 The Client must ensure that information and/or documents provided to the Service Provider are correct, complete and reliable. This also applies if information and/or originates from a third party.

3.4 Where necessary, copies of original documents that the Client has provided to the Service Provider are kept in the Client’s file.

3.5 If the Client is unwilling or unable to provide the required documents, the Service Provider can refuse to provide service.

3.6 **Aggressive behavior or other inappropriate behavior** may lead to client refusing request for help or, in extreme cases, to a denial of access to the premises of “De Leidse Rechtswinkel".

3.7 Failure to sign the service agreement leads to no further treatment of the demand of the Client.

Article 4 – **Completion of work**

4.1 All work conducted by the Service Provider occurs to the best ability and the best judgment of the Service Provider.

4.2 The Service Provider determines in what manner and by which volunteer(s) a Question is dealt with, but will accommodate the Client’s wishes to the highest possible extent.

4.3 The Client is at all times free to seek a second opinion elsewhere. The Client is never obliged to follow advice given by the Service Provider.

Article 5 - **Secrecy**

5.1 With the exception of special circumstances, the Service Provider is obliged to secrecy towards third parties, with regards to confidential information obtained from the Client or any other information.

5.2 Without the explicit consent of the Client, the Service Provider is not allowed to use information supplied by the Client for any different purposes than those purposes for which the information was originally supplied. An exception is made in the eventuality the Service Provider is representing itself in a civil-, criminal- or professional conduct trial in which this information might be relevant.

5.3 Unless the Client has granted explicit permission before hand, the Service Provider will not make public advice given by or other (written) statements made by the Service Provider. This does not apply if the advice of statements were originally given or made with a view to being made public or being revealed to a third party.

5.4 The Service Provider will ensure that the obligations resulting from this Article also apply to any third parties the Service Provider employs.

Article 6 – **Fee**

6.1 The service provided by the Service Provider to the Client is, in principle, **free** of charge.

6.2 Under special circumstances, a limited contribution can be requested from the Client. Should such circumstances occur, this will be made clear to the Client by the Service Provider at the first meeting.

Article 7 – **Liabilty**

7.1 The Service Provider will work to the best of his or her ability and judgment and will take the care that can reasonably be expected from the Service Provider. If a mistake is made because the Client has provided incorrect of incomplete information to the Service Provider, the Service Provider is not liable for any resulting damage.

7.2 Is the Service Provider supplies advice or otherwise takes action in the Client’s name, the Client at all times remains responsible for the content of this advice or these actions. For this reason, correspondence with third parties is always conducted in the Clients name and therefore is his or her responsibility.

7.3 The Client will not hold the Service Provider liable for damage or other demands of payment by third parties that result from incorrect or incomplete information supplied by the Client.

7.4 The terms of liability described in 7.1, 7.2 and 7.3 extend to any third parties employed by the Service Provider. Such third parties can directly call on the limitations of liability.

7.5 The Service Provider does not guarantee the correct and/or complete content of sent emails, or of the timely receiving thereof.