



Terms and Conditions 2021 | Amsterdam

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## Terms and Conditions

### Article 1. Definitions

1.1. In these general terms and conditions, the following terms shall have the following meanings:

*Foundation:* Foundation Prometheus Legal Consultancy, being a legal entity under Dutch law in accordance with article 2:3 of the Dutch Civil Code and having its registered office in Amsterdam, with the objective of offering free (legal) advice to persons affected by (the circumstances caused by) the COVID-19 pandemic, in accordance with its Articles of Association (see 3.1 Articles of Association).

*Service:* the services offered by the Foundation, consisting of providing free (legal) advice to those seeking help.

*Volunteers:* non-graduated law students who are associated with the Foundation and who devote time and effort on a voluntary basis in order to provide (legal) advice, the Board included.

*Potential client:* the natural or legal person who calls upon the services of the Foundation, but whose case has not (yet) been accepted by the Foundation.

*Legal relationship:* the engagement agreement concluded between the Foundation and the potential client, from which point the latter is to be defined as client.

*Client:* the natural or legal person who calls upon the services of the Foundation and whose case is dealt with in accordance with the criteria referred to in Articles 4 and 5.

*Website:* the website [www.prometheuslegalconsultancy.nl](http://www.prometheuslegalconsultancy.nl)

### Article 2. Scope

2.1. These general terms and conditions apply exclusively to all services in which Prometheus Legal Consultancy Foundation (hereinafter: "the Foundation") or one of its board members and/or volunteers is involved, as well as to all consequences thereof. This involvement of the Foundation results from the request of potential clients and clients to the Foundation to provide them with (legal) advice. These terms and conditions therefore apply to all engagement agreements entered into between the contractor and the client, insofar as the parties have not expressly deviated from these terms and conditions.

2.2. The applicable version of the terms and conditions to the client shall always be the version that applied at the time the legal relationship with the client was established, unless the client has accepted the latest version of the terms and conditions as published on the website.

2.3. These terms and conditions are filed with the Chamber of Commerce in Amsterdam, are sent by e-mail to the potential client and/or the client and are published on the website.

2.4. The Dutch version of the terms and conditions shall be decisive for the interpretation of the terms and conditions. The Dutch version shall prevail over the English version of the terms and conditions when it comes to matters of interpretation. Misunderstandings and errors of interpretation in respect of these terms and conditions shall at all times be on the account of the potential client or client.

**2.5.** The bold headings, indicating paragraphs of the terms and conditions are only intended to promote the readability of the articles and are only indicative. No rights can therefore be derived from them.

**2.6.** The Foundation reserves the right to unilaterally amend and/or supplement one or more clauses of these terms and conditions.

**2.7.** If one or more provisions of these terms and conditions are deemed void or voidable, this will not affect the validity and effect of the remaining general terms and conditions as a whole. A provision that is void or voidable will in that case be replaced by a provision that comes closest to what the Foundation had in mind when drawing up the terms and conditions on that point.

**2.8.** Dutch law shall apply to any legal relationship entered into with the Foundation. The court of first instance in Amsterdam has exclusive jurisdiction to settle disputes arising from the engagement agreement, unless mandatory provisions stipulate another court.

### **Article 3. Method of operation of the Foundation**

**3.1.** For the purpose of providing its services referred to in Article 1.1, the Foundation momentarily operates digitally by e-mail through [info@prometheuslegalconsultancy.nl](mailto:info@prometheuslegalconsultancy.nl) and by videoconferencing services as well as through its social media.

**3.2.** The first moment of contact between the Foundation and the potential client is in principle via the contact form on the website. Any requests for services are deemed to be addressed to the Foundation and not to individual persons associated with the Foundation, even if the request is addressed directly to an individual (see Article 5.1 in this regard).

**3.3.** The services described in Article 1.1 will always be provided to the client by an advisory group consisting of at least two volunteers together. The Foundation reserves the right to change this composition during the handling of your case. The volunteers will work, in each field of law, under the (ex-post) review of a professional from the relevant legal practice.

**3.4.** The standard language of the Foundation is Dutch. If explicitly requested by the client, the Foundation will communicate with the client in another language. If communication in another language is not possible and/or if the client does not master the Dutch language (sufficiently), the client must arrange for an interpreter.

### **Article 4. Handling of a case**

**4.1.** The Foundation is under no obligation to accept a case request. The Foundation may, at its discretion and without giving any reason, decide not to take on a case. In selecting cases, the Foundation will evaluate whether to accept the case based on its policies and your interests as well as the risk profile of your case. The Foundation will strive to contact the potential client as soon as possible, but no later than within twenty-eight (28) working days, regarding the handling of the case, unless the Foundation has indicated to the potential client that it will contact him/her at another time.

**4.2.** The Foundation reserves the right at all times to assess the risk profile at its discretion and thus reject case requests.

**4.3.** The Foundation reserves the right at any time, in its sole discretion, to terminate handling the client's case without giving a reason.

**4.4.** The reason for discontinuing a case may be, among other things, that the client's case can be better accommodated with another organization or that particular requirements set by the Foundation are not or no longer being met.

### **Article 5. Conclusion of the agreement**

**5.1.** In the context of the legal relationship described in this article, solely the Foundation is considered the "contractor" and the client the "client". This also applies if it is the client's explicit or tacit intention

that the assignment be carried out by a specific person. The effect of article 7:404 Dutch Civil Code, which provides for the latter case and the effect of article 7:407 second paragraph Dutch Civil Code, which establishes a joint and several liability in cases where two or more persons are given an assignment, is excluded.

**5.2.** The objective mentioned in Article 1.1 is achieved on behalf of the Foundation by concluding an engagement agreement with the client. This agreement entails: the provision of (legal) advice by the Foundation, under the subsequent review of a professional from the relevant legal practice.

**5.3.** This engagement agreement will only be established and commences when the Foundation sends an approval of the case to the client by e-mail and this is subsequently accepted – without any obligation to do so – by the client. The Foundation hereby explicitly emphasizes that by sending the contact form via the website, the handling of your case by the Foundation has not yet been formally approved.

**5.4.** An accepted assignment results in an obligation of diligence on the part of the Foundation, not an obligation to achieve a particular result. This effort consists of providing (legal) advice to the client that is geared to his or her situation. The Foundation does not guarantee that the client will achieve the intended result.

**5.5.** The agreement is entered into for the duration necessary to provide the (legal) advice, unless it follows from the content of the assignment given that it has been entered into for a longer period.

#### **Article 6. Execution of the agreement**

**6.1.** The Foundation and its volunteers shall execute the agreement with the client to the best of their knowledge and ability and in accordance with the requirements of good workmanship.

**6.2.** During the handling of the case, the Foundation will keep the client informed of its progress by e-mail and will ask the client for additional information if necessary.

**6.3.** It is the responsibility of the client to ensure that the Foundation can commence the performance of the agreement in a timely manner. This also implies that the client should provide all relevant information, data and documents as mentioned in Article 9.1 to the Foundation at his/her earliest convenience.

#### **Article 7. Termination of the agreement**

**7.1.** An assignment may be terminated earlier by either the contractor or the client at any time without giving any reason.

**7.2.** In the event of earlier termination, the Foundation will retain all information, data and documents received from the client for as long as is necessary for its services or as long as is required by law. After this period, the Foundation will delete your data. More information on the applicable retention periods can be found in the [privacy policy](#).

**7.3.** Upon cessation or termination of case processing, the Foundation reserves the right to retain all information, data and records in hard copy in a secure environment.

#### **Article 8. Costs**

**8.1.** The Foundation performs its activities as a legal consultancy firm on a voluntary basis and thus provides its services free of charge to the client.

**8.2.** If additional costs are incurred on behalf of client, they will be borne by the latter. Such costs will always be discussed with the client in advance.

#### **Article 9. Provision of information by the potential client and client**

**9.1.** The potential client respectively client is obliged to provide the Foundation with all the information, data and documents needed to give proper (legal) advice. The potential client or client will send this

information to the Foundation at his/her earliest convenience prior to and during the handling of the case. This also applies to new information which may be of importance for the execution of the agreement in any way.

**9.2.** The potential client and the client guarantee the correctness, completeness and reliability of the information, data and documents made available to the Foundation, even if these come from third parties, insofar as the nature of the agreement does not suggest otherwise.

## **Article 10. Liability**

**10.1.** The Foundation and its volunteers exercise the utmost care in providing their (legal) services. The Foundation emphasizes both on its website and in these terms and conditions that its advice is provided by non-graduated law students. In line with Article 5.4, the Foundation emphasizes that the provision of (legal) advice is an obligation of diligence and that no more than that shall be expected of the non-graduated students. Any acting upon the advice is entirely without obligation and is at the risk of the client.

**10.2.** The Foundation excludes any form of (personal) liability for itself and its volunteers for inaccuracies, incompleteness and any consequences of action by the client or a third party on the basis of information provided digitally or physically by the Foundation. The limitation or exclusion of liability referred to in this article does not apply insofar as there is damage that is the direct result of deliberate recklessness or intent.

**10.3.** The Foundation and its volunteers explicitly exclude liability for damage caused by exceeding the legal deadlines that apply, such as objection, limitation or appeal periods. It is the responsibility of the client to ensure that these deadlines are met.

**10.4.** All images, photos, colors, drawings, descriptions, et cetera, on the website are only indicative and apply only approximately and no rights can be derived from them. This means that they cannot be a reason for compensation and/or (partial) termination of the agreement and/or suspension of any obligation.

## **Article 11. Intellectual Property**

**11.1.** The Foundation holds all intellectual property rights (including copyright, patent, trademark, design right, et cetera) on all designs, drawings, writings, carriers with data or other information, quotations, images, sketches, models, et cetera, unless the Foundation and potential client or client have agreed otherwise in writing.

**11.2.** Clients and users of the website acknowledge the rights mentioned in Article 11.1 and guarantee that they will refrain from any infringement thereof.

**11.3.** If (potential) clients or the users of the website violate the provisions of Article 11.1 regarding intellectual property, he or she shall forfeit an immediately payable fine for each violation on behalf of the trade name. If the other party is a consumer, this penalty shall be €1,000. If the other party is a legal entity, this penalty shall be €5,000.

**11.4.** In addition, the party that violates the provisions of Article 11.1 on intellectual property shall forfeit an amount of 5% of the penalty amount referred to in Article 11.3 for each day that the violation continues. No prior notice of default or legal proceedings shall be required for the forfeiture of this penalty, nor shall any form of damage be deemed to have occurred. The forfeiture of the penalty referred to in Article 11.3 does not affect the other rights of the Foundation including its right to claim damages in addition to the penalty.

## **Article 12. Complaints**

**12.1.** The client should examine the service provided by the Foundation - consisting of a (legal) advice - for any shortcomings at his/her earliest convenience after receiving.

**12.2.** If a service provided does not meet the expectations that the client might reasonably have under the agreement, the client must report this dissatisfaction to the Foundation as soon as possible, but in any case, within twenty-eight (28) working days after the dissatisfaction is discovered. The client must demonstrate that the complaint relates to his or her agreement with the Foundation and provide a description to the utmost detail of the shortcoming, so that the Foundation is able to respond adequately.

### **Article 13. Storage of data**

**13.1.** The Foundation processes the personal data of the client in accordance with the applicable laws and regulations. In doing so, it shall exercise due care.

**13.2.** No later than ninety (90) days after completion of your case, the case will be archived with removal of the personal data that is considered not necessary for archiving. Archiving is done in compliance with the legal retention periods. More information on the processing and archiving of personal data by the Foundation can be found in its [privacy policy](#).

### **Article 14. Duty of confidentiality**

**14.1.** The Foundation and its volunteers are obliged to maintain confidentiality with respect to third parties for all details that are related to the cases it handles, the persona information of the client and the nature and extent of its interests. More information on this duty of confidentiality can be found in the [privacy policy](#).

**14.2.** The obligations as mentioned in this article shall continue to apply in full after the ending of the agreement.

### **Article 15. Third party operation**

**15.1.** Individuals who are or were affiliated with the Foundation and their legal successors may rely on these terms and conditions.

### **Article 16. Transferal of rights**

**16.1.** The execution of assignments given to the Foundation by the client shall be done exclusively for the benefit of the client. Third parties cannot derive any rights from (the execution of) the work performed for the client.

**16.2.** Rights of the client from its engagement agreement with the Foundation cannot be transferred to third parties without the prior written consent of the Foundation.