



## General Terms and Conditions

### Article 1. Definitions

- 1.1 Services: work performed by the Contractor within the framework of mediation, guidance, consulting or arbitration.
- 1.2 Client or parties: the natural persons and/or legal entities that have contracted the Contractor(s) to perform the services.
- 1.3 Contractor: the mediator(s) that accept the contract, jointly or severally.
- 1.4 Mediation Agreement: the contract between the Client and Contractor under which the Contractor provides services, as well as any amendments, addenda or tacit or explicit renewals of the Agreement.
- 1.5 Mediation or arbitration: the procedure in which Clients commit to resolve their dispute under the guidance of the mediator and in accordance with these General Terms and Conditions.
- 1.6 MfN: Mediator Federation of the Netherlands
- 1.7 Settlement Agreement: the agreement setting out the agreements reached during mediation. These agreements are binding on both Parties.

### Article 2. Scope

- 2.1 The General Terms and Conditions apply to all agreements between the Contractor and Client, as well as the resulting agreements and further juristic or other acts of the Contractor with or for the Client.
- 2.2 Any deviations from these General Terms and Conditions must be set down in writing.
- 2.3 If a situation arises between the Parties that is not covered by these General Terms and Conditions, it will be assessed in the spirit of these General Terms and Conditions.

### Article 3. Conclusion, commencement, termination and cancellation

- 3.1 The Mediation Agreement is concluded once the Client has accepted the Contractor's offer. The Contractor will provide these General Terms and Conditions to the Client before signing the Mediation Agreement.
- 3.2 Mediation begins on the date indicated in the Mediation Agreement.
- 3.3 The mediation ends on signing of the report, contract, parenting plan or Settlement Agreement, or otherwise on written notice of premature termination by the Client and/or Contractor.
- 3.4 In cases of premature termination, a final invoice will be issued based on the hours worked and services rendered, calculated as follows: all contact hours (including by phone) will be charged at the hourly rate applicable at that time, where applicable capped at the agreed fee.

### Article 4. Performance of the services

- 4.1 The Contractor will perform its services to the best of its knowledge and ability and in accordance with good professional practice, as well as in accordance with the MfN Code of Conduct and MfN Rules included in the General Terms and Conditions.
- 4.2 This provision of services entails a best efforts obligation, not an obligation to achieve results.
- 4.3 The Contractor will not perform any work contrary to its professionalism, third-party rights, statutory obligations or socially acceptable behaviour.
- 4.4 The Client will promptly submit any and all information that the Contractor indicates as necessary or which the Client should reasonably understand to be necessary to the performance of the Agreement.
- 4.5 The Client will refrain from any and all conduct that renders it impossible for the Contractor to perform the contract properly.
- 4.6 The Client hereby indemnifies the Contractor against any and all claims by third parties that incur damage attributable to the Client in connection with performance of the Agreement.
- 4.7 The Contractor will treat all information that it receives about the Client as confidential.
- 4.8 The Contractor will inform the Client if outside expertise is required for optimal mediation. The Client will be the party responsible for acquiring said expertise and paying the invoices, unless agreed otherwise in writing.



- 4.9 The Contractor will only enlist outside expertise after consultation with and approval from the Client. If the Contractor enlists a third party, this will be done on behalf of and at the expense of the Client, who will be invoiced directly, unless agreed otherwise in writing.

#### **Article 5. Rates and expenses**

- 5.1 Before signing the Mediation Agreement, the Client and Contractor will agree whether to apply the Contractor's hourly rate, or a pre-determined flat fee for the contract as a whole. The Mediation Agreement will indicate the selection made.
- 5.2 If the hourly rate is agreed, it will cover the following activities: time spent in meetings, meeting preparation, correspondence both by email and post, reporting, consultation by phone, drafting of written agreements, contracts, parenting plans and maintenance calculations. Office and travel expenses (the latter at 50% of the agreed hourly rate) will only be charged if agreed in writing.

#### **Article 6. Invoicing and payment**

- 6.1 If a predetermined flat fee is agreed for the contract as a whole, 50% of this fee will be invoiced immediately after the first action that the Contractor performs for the Client. The remainder will be invoiced after completion of the contract.
- 6.2 If the Parties have agreed to invoicing based on the hourly rate, invoices will be issued monthly, unless agreed otherwise in writing.
- 6.3 The payment term is 14 days after the invoice date, and the Client is not entitled to any offset or deferral.
- 6.4 The Client will cover all costs, both legal and extralegal, related to amounts that the Client owes but does not pay in a timely manner. As soon as the Contractor deems it necessary to transfer its claim to third parties for collections, the Client will be obligated to pay 15% of the principal in compensation, without prejudice to the right to assert claims for any and all damages.
- 6.5 If the Client fails to meet its financial obligations in full, the Contractor will be entitled to temporarily suspend or cease the work. The Contractor will not be liable for any damage arising from suspension and/or cessation of work on these grounds.

#### **Article 7. Limitation of liability**

- 7.1 The Contractor will not be liable for any damage resulting from incorrect or incomplete information provided by the Client.
- 7.2 The Contractor will not be liable for the consequences of acts or omissions on the part of the Client.
- 7.3 If outside third parties are enlisted (in accordance with Article 4.9) to perform the duties assigned to the Contractor, the latter will exercise the necessary caution. The Contractor will not be liable for any faults and/or shortcomings on the part of these third parties.
- 7.4 Any and all liability arising from or in connection with performance of a contract will be limited to the amount to be paid out in the case in question under the liability insurance policy taken out, plus the amount of the excess of the Contractor applicable under said policy.
- 7.5 Liability for indirect damage or consequential damage is excluded in all cases.
- 7.6 If, for whatever reason, none of the insurance policies taken out by the Contractor covers any amount, the Contractor's liability will be limited to twice the amount of the fee that the Contractor charged and the Client paid in the relevant case, up to a maximum of €10,000.
- 7.7 Any and all claims to compensation for damages against employees of or persons with whom a partnership agreement has been concluded by or between one or more Contractor(s) are excluded. Employees or persons with whom a partnership agreement has been concluded who are faced with a claim will always be entitled to invoke this provision for their agreed third-party clause.
- 7.8 A claim for compensation will only be valid if asserted within a period of two years after the Client becomes aware of the damage and suspects or may suspect that the Contractor could be liable for it.

#### **Article 8. Force majeure/transfer**

- 8.1 In cases of illness and temporary or permanent incapacity for work on the part of the Contractor, the Contractor will propose a replacement mediator to the Client. If this does not appear to be possible or



desirable, the illness or temporary or permanent incapacity for work will release the Contractor from its performance obligation, without this entitling the Client to any claims for compensation of costs, damage or interest.

- 8.2 The Contractor will immediately report any cases of force majeure to the Client.

#### **Article 9. Client default**

- 9.1 If mediation progress is delayed due to default on the part of the Client, the Contractor will be entitled to charge the resulting additional hours worked at the indicated hourly rate.

#### **Article 10. Governing law, complaints and dispute procedure**

- 10.1 These General Terms and Conditions and the Mediation Agreement are governed by Dutch law.
- 10.2 If a dispute arises about the performance of this Agreement, the Parties will endeavour to resolve it in mutual consultation, or in mediation.
- 10.3 A 'dispute' is any situation in which one of the Parties sends written notice of a dispute to the other Party. The Parties will jointly appoint an MfN-registered mediator within a period of 14 days after notification of the dispute.
- 10.4 If the dispute cannot be resolved by mediation, either Party is free to submit the dispute to the competent court.
- 10.5 In its capacity as an MfN-registered mediator, the Contractor is subject to the MfN Complaints Procedure and the Rules of the Mediator Disciplinary Proceedings Institute ('Stichting Tuchtrechtsspraak Mediators').

#### **Article 11. Final provision**

- 11.1 If any provision of these General Terms and Conditions turns out to be or is declared null and void, this will not affect the remaining provisions.
- 11.2 The provision that is null and void or nullified will be replaced with a provision that most closely approximates its original intent.