

Terms and Conditions Say legal

1. Say legal is the firm of S. Arayess LLM MSc and its purpose is practising law as a registered attorney and giving (post-academic) courses and trainings. Say legal is established in Amsterdam and registered in the commercial register of the Dutch Chamber of Commerce under number 75312875. Say legal also acts under the trade names "Say legal studio" and "Say legal academy".
2. S. Arayess LLM MSc is registered as an attorney with The Netherlands Bar (*Nederlandse orde van advocaten, NOvA*) (Neuhuyskade 94, 2596 XM Den Haag, tel. +31 70 335 3535, info@advocatenorde.nl). [Click here](#) for the register.
3. Say legal does not have a third party funds foundation (*stichting derdengelden*) and therefore cannot receive third party funds.

Engagements

4. The contents of these terms and conditions apply to each engagement between Say legal and client. The term 'engagement' in these terms and conditions also includes all subsequent engagements, changed, additional or new engagements and all legal relationships related thereto or following therefrom.
5. Say legal encourages cooperation, in which each party contributes their own specialism and knowledge. If Say legal involves a third party, it will use the necessary care and where necessary discuss with the client. Say legal may, if deemed appropriate, accept conditions of the third party on behalf of the client. Say legal is not liable for any act or omission of (such) third parties.
6. The effect of articles 7:404, 7:407 (2) and 7:409 of the Dutch Civil Code is excluded for engagements of Say legal. The effect of articles 6:227b (1) and 6:227c of the Dutch Civil Code (related to e-commerce transactions) is excluded in case the client acts in the exercise of a profession or business.
7. The performance of the engagement will be done solely for the benefit of the client. Others than the client may not act or rely on (the results of) the activities carried out for the client or the performance thereof and such others cannot derive or obtain any rights therefrom, unless Say legal has given its explicit and written consent therefor. Say legal reserves all intellectual property rights on its advice, papers and other documents.
8. In case of absence of Sarah Arayess, she will make sure that your case is observed by another specialised lawyer.
9. Both parties may terminate the engagement by notifying the other party thereof in writing. In case the engagement is terminated, the full fees for work already carried out will be payable by the client.

Liability

10. The liability of Say legal is limited to the amount actually paid by Say legal's professional liability insurance, plus the deductible of such insurance. Say legal has a professional liability insurance in accordance with the requirements of The Netherlands Bar.

11. Any potential liability of Say legal will lapse if Say legal has not been notified thereof within a year after discovery of the facts giving rise to such liability.
12. Say legal uses (digital) means of communication and services for (digital) storage of data, which may be offered by third parties. Say legal is not liable for any damage directly or indirectly resulting from the use of such means of communication and services, such as interception, manipulation or delay of communication or documents as a result of a hack or virus.

Privacy

13. Your privacy is important to Say legal. Say legal applies a privacy policy, in which you can read how Say legal will treat your personal data. The privacy policy can be found on the website.

Fees and payments

14. Say legal believes in transparency about costs. Where possible and where requested, Say legal will provide an estimation of costs per engagement. Say legal calculates its fees on the basis of the current hourly rate, multiplied by the number of hours worked. Any additional costs (such as travel costs or court fees) will be invoiced separately. All fees of Say legal are exclusive of VAT.
15. The agreed hourly rate may be indexed on a yearly basis with the average wage index. In addition, changes in the importance of the case, urgency, years of experience or specialisms may lead to (possibly temporary) adjustment of the agreed hourly rate. This will however be announced to the client as timely as possible and will not have retroactive effect.
16. Say legal will in principle invoice on a monthly basis and the payment term of Say legal's invoices is 14 days. If an invoice is not fully paid within this payment term, the client will without notice of default owe Say legal the statutory commercial interest rate over the unpaid invoice amount.

Last points

17. Dutch law applies to these terms and conditions and the legal relationship (including any non-contractual obligations) between Say legal and the client. Any disputes, including claims for compensation on any basis, will be submitted to the exclusive jurisdiction of the court of Amsterdam, The Netherlands.
18. Say legal has a complaints policy. This can be found on www.saylegal.nl/klachtenregeling.
19. These terms and conditions are available on our website in the Dutch and English language. In case of any dispute over the contents or intention of these terms and conditions, the Dutch version will be binding.

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