

# Complaints are resolved

## Art. 1. General

This internal complaints procedure is publicly available and aims to proactively handle complaints and/or expressions of dissatisfaction, or at least expressions that can be qualified as such, with the aim of finding a suitable solution for the parties.

## Art. 2 - Exceptions

1. Furthermore, this complaints procedure is not intended to prevent or dispute suspension and/or termination of current contracts as a result of unpaid invoices from the provider.
2. Furthermore, this complaints procedure does not apply to complaints against third parties engaged and/or the judiciary.

## Art. 3 - Recourse to the internal complaint procedure

1. If the client is not satisfied with the service, the client can make his/her complaint known on the basis of this internal complaints procedure. The complaint will be processed without delay - i.e. immediately.
2. The aim is to handle the complaint **within two (2) weeks**, but in some situations the treatment may take longer for a good solution.
3. The provider's general and service conditions apply at all times and also guide this complaints procedure.

## Art. 4 - Term & expiry

1. Any oral or written expression of dissatisfaction regarding the service provided by or on behalf of the customer that can reasonably be regarded as such must be submitted, under penalty of forfeiture, within one month (30 days) after the moment the client became aware of it, or could reasonably have become aware of the actions and/or omissions that gave rise to the complaint.
2. If the term referred to in **art. 4 paragraph 1** will be exceeded, it is up to the client to state and prove why the complaint could not reasonably have been made known earlier. It is up to the provider to determine whether the grounds provided provide sufficient basis to still process the complaint.

## Art. 5 - Procedure sequence

1. If a client approaches us in any way with a complaint, the lawyer, lawyer and/or bailiff involved must first be informed of this.
2. The lawyer, jurist and/or bailiff involved will always first try to find a solution together with the client. Furthermore, the lawyer, jurist and/or bailiff involved is responsible for the proper handling of the complaint, taking into account the present complaints procedure and - if applicable - mandatory legislation that applies to the relevant professional group.
3. The decision (see: art. 7) on the complaint will be communicated to the client in writing.

## Art. 6 - Confidentiality

1. Confidentiality must be guaranteed under all circumstances. The decision on the complaint will therefore only be communicated to the client.
2. The parties are at all times bound to maintain confidentiality regarding the handling of the complaint, as well as the content of the complaint, until an irrevocable final decision has been reached.
3. Failure to observe confidentiality may make the client liable to pay damages to the provider for all (consequential) damages.

## Art. 7 - Decision

1. The aim is to make a decision on the complaint within two weeks.
2. The client will be sent a report regarding his/her complaint. When the customer's complaint is handled satisfactorily, the complaint and the solution will be documented anonymously. This data will be used to improve the service.

## Art. 8 - No desired solution

If the complaint is not handled satisfactorily, the client will be informed that he/she can do the following:

- a. Submit the complaint to the Dutch Bar Association, if the complaint is addressed to a lawyer;
- b. Submit the complaint to the Royal Professional Organization for Bailiffs, if the complaint is addressed to a (candidate/additional) judicial officer;
- c. Submit the complaint to the civil court, if the complaint is addressed to a jurist;

## Art. 9 - Complaint handling costs

1. The handling of a complaint within the internal complaints procedure does not entail any costs, unless the client engages a third party himself.
2. A submitted complaint never suspends (any) payment terms. The complaints procedure cannot therefore be used for the purpose of extending a payment term.
3. If a complaint cannot be handled with the internal complaints procedure, costs may be charged by third-party institutions for the handling of a complaint, as well as a resulting legal costs order in the event of loss.
4. If the client chooses to be assisted by a third party during the internal treatment, these costs will never be eligible for reimbursement.

## Art. 10 - Treatment outcomes

1. If a complaint is deemed to be (partly) well-founded, the parties will enter into consultation to find an appropriate solution with the aim of developing an action plan to resolve the complaint.
2. If a complaint is deemed unfounded, the client will be informed of the reasons for the complaint being declared unfounded.
3. It is not possible if the outcome is like mentioned in **art. 10.2** to submit the complaint again.

## Art. 11 - Obligation to state reasons

1. The provider is obliged to the client - if the complaint has been handled - to motivate the results of the handling of the complaint to the client.
2. A motivation may be brief in nature, but the aim is always to communicate a detailed motivation to the client.

## Art. 12 - Applicability & disputes

1. A complaint against this complaints procedure will in principle also be handled under the conditions of this complaints procedure.
2. This complaint procedure is a translation of the Dutch version. In the event of any contradiction, the Dutch version will always prevail.
3. It is not possible to handle a complaint in any other way than on the basis of this complaints procedure.
4. Disputes regarding the handling of a complaint, as well as this complaints procedure itself, must be submitted to the competent Dutch court.
5. Only the Dutch courts have jurisdiction.