

## **HOW WIGGERS ROSS N.V. CHARGES**

If you are in need of advice from a lawyer or a tax lawyer you also need to consider cost involved. Wiggers Ross N.V. (hereafter: "Wiggers Ross") offers two different kinds of rates, the standard fee and a result based fee. This brochure will provide you with the necessary information about our fees.

Additionally you will find information about our invoicing and liability conditions. The content of this brochure therefore is a part of your engagement with Wiggers Ross.

Should you have any questions regarding the brochure, please do not hesitate to contact us.

### **1. Information**

Should you wish Wiggers Ross to assist you, the lawyer assigned to your case will discuss and agree upon the charges with you. With regular clients the standard fee is applied. If there is an indication for it we will suggest the result based fee, but of course a client can suggest that himself.

Your allocated lawyer will give you an estimate of the expected cost. This is not always easy and the figure quoted has to be taken as an estimate. We invoice on a monthly basis which enables to keep track of all costs.

You will also be informed about the financial risks involved. In case of legal proceedings it is possible that you will be sentenced to pay the legal costs of the opposing party. It might also be necessary to advance payments for witnesses and experts. Ultimately these costs are usually carries by the losing party. Should your risks be assessed as too high, we will obviously advise you not to start legal proceedings.

If the English translation of our general conditions differ from the Dutch text, the Dutch text shall prevail.

### **2. Personal contact**

We value the personal approach but should it become necessary for a different lawyer to attend to your case we will inform you as soon as possible. Of course we will not charge for the time needed to get reacquainted with your case.

Should the extent of the case require an additional lawyer however, this additional cost will be charged. Obviously we will discuss this with you beforehand to clarify the further costs (e.g. internal consultations, attending of meetings etc.).

### **3. Invoice format**

The invoice usually consists of the fee, expenses and VAT. Expenses for example include court fees, fees for bailiffs, travel costs etc. For smaller non specific costs like postage, photocopies, telephone, fax etc. Wiggers Ross charges an office surcharge of 7%. Travel costs within the Netherlands are included in the office surcharge. Some charges are subject to VAT whereas others are not. The costs associated with the use of external experts will be passed on to you.

The fees are always subject to VAT.

### **4. Charging**

To calculate the time spent on a case we use units of six minutes. Six minutes is the minimum time charged, even if a telephone conversation for example is shorter. This manner of charging has been approved by the Nederlandse Orde van Advocaten. In most cases for instance telephone conversations take up more time than just the conversation itself (additional notes, further instructions to secretaries etc.)

Outgoing letters are usually drafted as a reply to incoming correspondence, which needs to be read and might require further study or it might simply take time to compose a reply. Therefore 18 minutes can be charged by default for an outgoing letter, regardless of the length of that particular letter. Studying the incoming correspondence will then not be charged.

### **5. The standard fee**

The standard fee is made up of three elements: the basic hourly rate, the time spent working on the case and special factors. The calculation is as follows:

Fee = basis hourly rate x time spent x special factors.

The lawyer will keep track of the time spent working on the case, specifying the kind of activities. The special factors depend on the lawyer's experience and the nature of the case. For experienced lawyers a factor of 1,0 is applied.

Even the nature of the case might require increasing the multiplying factor, for example for urgent work. This will obviously be discussed and agreed upon beforehand.

### **6. The result based fee**

This fee is based on the calculation of success and differs from the standard fee. The minimum fee is 0,6 of the standard fee, the maximum fee depends on the result achieved. This fee will be discussed with you beforehand. Costs for third parties however will be charged in full.

Wiggers Ross doesn't work on a "no cure no pay" basis.

"No cure no pay" means that a lawyer does not receive payment unless the case is won. If the case is won he receives a (fairly high) percentage of the total proceeds.

This often results in a disproportionate high fee when a case is won which does not reflect the time spent on it. On the other hand, should a case go badly, the lawyer could fear that it will result in "no pay" for him. This might mean that less effort is put into the case at a time when extra effort is crucial. Our result based fee is a much better alternative. The system of "no cure no pay" is not permitted by the authorities whereas our result based fee is.

## **7. Invoice and payment**

Wiggers Ross issues invoices monthly. A complete specification will be sent with each invoice. Term of payment is 14 days. In case no payment has been received within that time Wiggers Ross will charge interest. In case of debt collection through the Geschillencommissie Advocatuur or through the court Wiggers Ross can charge all incurred costs including the fee based on the sliding scale in this brochure. Wiggers Ross can also request an advance payment from you, for instance payments Wiggers Ross might need to advance.

As security for work and/or work to be performed and costs Wiggers Ross can ask to pay a certain amount (plus VAT) to the bank account of Wiggers Ross. This is called a deposit. The deposit is not settled during the mandate with sent invoices. After the mandate has ended and the latest invoice is paid the eventually remaining balance will be returned. Wiggers Ross will not pay any interest on the deposit.

After the mandate has ended, the file will be kept by Wiggers Ross for another 10 years. At the end of that period the file will be destroyed.

## **8. Liability**

Wiggers Ross has obtained liability insurance in case an unexpected mistake of one of its employees of lawyer results in damages.

The liability of Wiggers Ross is limited to the amount paid out by the insurance company increased by the amount of excess risk carried by Wiggers Ross.

In case Wiggers Ross requires the services of third parties (e.g. a bailiff) the liability of Wiggers Ross doesn't exceed the amount that can be collected from third parties. If Wiggers Ross engages a solicitor or an expert on your behalf, their general terms are applicable including their limitations and liability.

## **9. Regulation of complaints**

Wiggers Ross utilises a regulation of complaints, to resolve any complaints and dissatisfaction from clients on how lawyers and staff perform the service.

The content of this regulation is stated on our website.

## **10. Privacy Policy**

For the way we handle your personal information, please see our privacy policy as stated on the website.

## **11. About this brochure**

This edition is valid from the 1<sup>th</sup> of July 2021.

This brochure and our office presentation can be found on our website: [www.wiggersross.nl](http://www.wiggersross.nl).

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