



SCHÄFER  
NOTARISSEN

2024

# General Terms and Conditions

Schäfer Notarissen B.V.

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## **Article 1- Definitions**

### **Notary**

Notary means the civil-law notary, his or her substitute and his or her office colleagues, who are charged with the performance of the assignment.

### **Client**

Client means the natural or legal person(s) who grant(s) the assignment for services.

### **Assignment**

Assignment means a contract as referred to in Section 7:400 of the Dutch Civil Code, whereby the notary undertakes to provide certain services with regard to the client, if appropriate by engaging third parties. All assignments are accepted subject to the exclusion of Sections 7:404 and 7:407(2) of the Dutch Civil Code.

If the notary is part of a partnership as a natural person and/or via a legal person, this partnership shall be the sole contractor. If the notary firm presents itself externally as a private limited company or a public limited company, such company shall be the sole contractor. Where this deed speaks of the notary, this also means the aforementioned partnership or company. The notary is authorised to engage third parties at the client's expense in the performance of the assignment.

## **Article 2 - Scope**

These terms and conditions apply to services provided by notaries and their office colleagues.

## **Article 3 - Fee**

1. Unless otherwise agreed, the fee shall be determined on the basis of the rate applied by Schäfer Notarissen, to be increased by any disbursements.
2. When granting the assignment, an offer and a summary of any additional costs shall be provided, which shall preferably be signed by the client.
3. With regard to the interest on the notary's escrow account, the notary has the right to calculate the interest on the basis of the normal market interest rate, i.e. the interest received by the notary minus a deduction of one percent.

## **Article 4 - Deed not executed**

Activities that are carried out, even if they ultimately do not lead to a notarial deed, are covered by the contract. The notary is entitled to charge expenses relating to said activities to the client on the basis of the time put in on the assignment by the notary and the employees in question, at the firm's usual hourly rates, unless otherwise agreed in writing between the client and the notary.

## **Article 5 – Liability of the client**

In the event an assignment is granted by more than one person, each of them is severally and jointly liable for the amounts owed under the heading of said assignment to the notary. If an assignment is granted by a natural person on behalf of a legal person and this natural person can be deemed the policymaker or a co-policymaker of the legal person, this natural person shall also

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be the client in a private capacity. In case of default on payment by the legal person, the natural person shall therefore be personally liable for the payment of the invoice, regardless of whether the invoice, whether or not on the client's request, has been put in the name of a legal person or in the name of the client as a natural person.

#### **Article 6 - Death**

In case of death of the client, the client's rights and obligations shall pass to his or her legal successors under universal title.

#### **Article 7 - Payment**

The fee and disbursements owing shall, unless otherwise stated, be in the notary's possession at latest on the date of execution of the deed, but before the time of the execution of the deed. If the assignment lasts longer than one month, the notary has the right to present interim invoices.

#### **Article 8 - Costs of collection**

If a client has been requested in writing – by means of an invoice or in some other manner – to pay a fee or disbursements and such payment is not received within the payment term, the client shall be liable for the judicial and extrajudicial costs incurred by the notary to collect the notary's claim, as well as with regard to the time put in by the notary based on the firm's usual hourly rate for the staff member in question. This liability shall take effect at the time the due date passes. In addition, the client shall owe interest over that claim as of that time. The interest is one percent per month, whereby a part of a month is deemed a full month.

#### **Article 9 - Work**

The work shall be carried out by the notary in accordance with the statutory and other regulations applicable to the notary.

#### **Article 10 - Complaints**

The complaints and disputes procedure for notarial services applies to the services provided by Schäfer Notarissen regarding consumer transactions. This procedure can be consulted via "[www.knb.nl](http://www.knb.nl)" and "[www.degeschillencommissie.nl](http://www.degeschillencommissie.nl)".

#### **Article 11 - Liability of the notary**

- 1.** If one or more mistakes have been made in the work carried out to execute the assignment granted to the notary, the total compensation to be paid to the client(s) and third parties with regard to that work shall be limited to the amount for which the notary's liability insurance gives the notary a claim to payment in a given case, increased by the amount of the excess that, according to the insurance conditions, is not at the expense of the insurer(s).
- 2.** The limitation of liability described in paragraph 1 also applies if the notary is liable for mistakes of third parties engaged by the notary or for the improper functioning of the equipment, software, databases, registers or other items, none excepted, used by the notary in the execution of the assignment.
- 3.** The limitation of liability as described in paragraph 1 also applies if the notary wrongly has refused to provide his or her services and loss has arisen as a result.
- 4.** The limitation of liability as included in paragraphs 1, 2 and 3 of this article has also been established on behalf of the notary's substitute and on behalf of all persons working at the notary's office, so that they can also claim this limitation of liability.





5. The client must give the notice of liability within three months after the client has become aware of the event leading to the liability. The claim on the notary cannot be transferred to third parties or pledged and shall lapse one year after it arises.

**Article 12 - Reporting unusual transactions; identification**

The services of Schäfer Notarissen are subject to the Dutch Anti-Money Laundering and Anti-Terrorist Financing Act. In the framework of its services, Schäfer Notarissen is obliged to identify the parties involved in the assignment. The notary shall report any unusual transactions to the relevant incident report centre, without informing the client.

**Article 13 Agreement**

By granting the assignment, the client states to agree to these General Terms and Conditions.

**Article 14 - Choice of law**

The legal relationship between the notary and the notary's clients is governed by Dutch law. The Dutch courts shall have exclusive jurisdiction to adjudicate any dispute that might arise between the notary and the client.

