

# Terms And Conditions Stichting Vrouwenrechtswinkel

## General

1.1. These General Terms and Conditions apply to all services provided by the Stichting Vrouwenrechtswinkel Nijmegen (hereinafter referred to as the “Vrouwenrechtswinkel” or “Women’s Legal Advice Centre”).

1.2. The Vrouwenrechtswinkel is a legal entity under Dutch law, in accordance with Article 2:3 and 2:285 and further of the Civil Code, with the objective of offering accessible legal advice to socially and/or economically vulnerable women.

1.3. In these General Terms and Conditions, the person who calls upon the services of the Women’s Legal Advice Centre is referred to as “Client”.

1.4. The Women’s Legal Advice Centre works together with law students from universities and universities of applied sciences in the Netherlands who volunteer to work for it (hereinafter referred to as “the Women’s Legal Advice Centre’s employees”).

1.5. The Dutch version of our General Terms and Conditions is deposited with the Chamber of Commerce. Our English and Dutch versions have also been published on the website of the Vrouwenrechtswinkel and are physically present at the address of the Vrouwenrechtswinkel. While visiting the Vrouwenrechtswinkel the General Terms and Conditions will be handed over to the Client if desired.

1.6. The Vrouwenrechtswinkel reserves the right to change one or more clauses of these General Terms and Conditions unilaterally.

1.7. If any provision of these General Terms and Conditions proves to be null and void, this will not affect the validity and effect of the remainder of these General Terms and Conditions.

## Advice

2.1. The Women’s Legal Advice Centre’s employees provide legal advice on behalf of the Women’s Legal Advice Centre. The Women’s Legal Advice Centre’s employees operate independently and in pairs, and they are supervised by, or at least overseen by, an experienced “quality committee”, consisting of experienced employees.

2.2. Prior to the counseling interview, the Client will sign an intake form which will be given to her on location or by email. If the client does not wish to sign this form, the Women’s Legal Advice Centre may refuse to provide the advice.

2.3. A request for legal advice can be made during regular drop-in hours. Only in special circumstances, to be assessed by the Women’s Legal Advice Centre, can an appointment be made for an advice session outside the open consultation hours.

2.4. The Women's Legal Advice Centre will endeavor to provide advice during the consultation hour. If this is not possible, the advice will follow later by telephone or in writing (by email), for which the Client should leave her contact details.

2.5. It is not possible to contact the Women's Legal Centre at any time; that is only possible during consultation hours. Nor is it possible to contact a specific Women's Legal Advice Centre's employee during any walk-in consultancy hour.

2.6. In order to provide good advice, the Client must provide the required information and documents to the Women's Legal Advice Centre as soon as possible. The Women's Legal Advice Centre will treat this with due care and confidentiality. If the client, in the opinion of the Women's Legal Advice Centre employee, does not provide (all) the required information and/or documentation during the consultation hour, she may be asked to bring other or additional documents to the consultation hour or to send this by email.

2.7. If necessary, the Women's Legal Advice Centre's employees will consult a lawyer during the open consultation hour or at a later time; these lawyers will assist the Women's Legal Advice Centre free of charge. The client agrees that a lawyer, if necessary for efficient support, can view her information and documents.

2.8. The client cannot simply rely on the accuracy of the information and advice given by the Women's Legal Advice Centre's employees. Whether or not to follow the advice given by the Women's Legal Advice Centre's employees, regardless of where or when it was given, is the responsibility of the Client.

## Conditions

3.1. The Women's Legal Advice Centre is not obliged to give advice and can cease to give advice at any time. Reasons for this can be (but are not limited to): the matter does not fall within the fields of law the Women's Legal Advice Centre advises on, in the opinion of the Women's Legal Advice Centre the chance of a favorable outcome is too low, the Client withholds relevant information or the Client shows inappropriate or aggressive behavior.

3.2. If the advice given by the Women's Legal Advice Centre also involves acting on behalf of the Client, this will only be possible if the Client grants the Women's Legal Advice Centre power of attorney.

3.3 The Women's Legal Advice Centre's employees are not competent to represent the Client legally or non-legally.

3.4. The activities of the Women's Legal Advice Centre are in principle free of charge. If costs have to be incurred or if these costs are inextricably bound up with the legal advice, the Customer will be informed thereof and she will be obliged to pay these costs upon approval. If the client does not pay these costs in time, the Women's Legal Advice Centre may discontinue the advice.

## Referral to a lawyer

4.1. In consultation with the Client, the Women's Legal Advice Centre's employees may refer the request for advice to an attorney at law, whereby the Women's Legal Advice Centre's employees may suggest an attorney at law with whom the Women's Legal Advice Centre cooperates. At the Client's request, the case can also be referred to an attorney at law with whom the Women's Legal Advice Centre does not cooperate.

4.2. Only with the Client's permission will the Client's details be passed on to a lawyer in connection with the referral.

4.3. The lawyer to whom the case is referred is entitled not to accept the case.

4.4. After referral to a lawyer, the advice from the Women's Legal Advice Centre ends. If the Client does not agree to the referral (to one of the lawyers associated with the Women's Legal Advice Centre or to another lawyer) the advice given by the Women's Legal Advice Centre will nevertheless end.

## Liability

5.1. Individuals (including the Women's Legal Advice Centre's employees) associated with the Women's Legal Advice Centre are not personally liable.

5.2. The Women's Legal Advice Centre is not liable for any damage arising from or in connection with the execution of activities. The exclusion of liability referred to in this article does not apply insofar as damage is the direct result of deliberate recklessness or intent.

5.3. The Women's Legal Advice Centre shall in any case not be liable for any damage if, at the time when the damage occurs, the Client is in default of fulfilling any obligation towards the Women's Legal Advice Centre.

5.4. If the Vrouwenrechtswinkel engages a third party who is not affiliated with the Vrouwenrechtswinkel in connection with advising the Client, the Vrouwenrechtswinkel shall not be liable for any error made by that third party. The Client authorises the Vrouwenrechtswinkel to accept on behalf of the Client any limitation of liability stipulated by a third party.

5.5. A claim for compensation must be submitted within one year after the Client has become aware of the damage.

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## Handling of complaints

6.1. If the Client is dissatisfied with the advice, she must lodge a complaint as soon as possible with the Women's Legal Centre's employee that is handling (or have taken over) the case. Complaints of a different nature can be addressed to the executive committee of

the Women's Legal Advice Centre via vrouwenrechtswinkel nijmegen@gmail.com who will then make contact.

## Registration of data

7.1. The Women's Legal Advice Centre will process the Client's personal data in accordance with the applicable laws and regulations.

7.2. Data will not be provided to third parties, unless this is necessary for handling a case.