

This an English translation of Tara Mediation's Dutch 'Algemene voorwaarden'
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Terms and Conditions

Tara Mediation

Tara Mediation will be indicated in these general conditions as the 'service provider' and the person Tara Mediation is rendering services to will be indicated as the 'client'.

Services rendered by Tara Mediation to the client will be executed, as a commission, as detailed in Title 7 Book 7 of the Dutch Civil Code.

Article 1: Services

1. Tara Mediation renders services in divorce and everything related to it.
2. The terms and conditions as mentioned here are meant to be part of each agreement between the client and Tara Mediation, unless explicitly waived in writing. These terms and conditions have been handed to the client when he enters into agreement and the client is deemed to know these conditions.
3. The applicability of possible conditions of the client will be explicitly rejected.
4. Should any of the conditions in these terms and conditions be null and void or annulled, the remaining conditions will still completely be applicable.
Tara Mediation and the client will then engage in dialogue to agree upon new conditions replacing the null and void or annulled conditions, whereby provided that and as much as possible the object and the meaning of the original condition is taken into account.

Article 2: Assignments

1. Assignments can be requested verbally or written and will be confirmed in writing to the client by Tara Mediation. This confirmation is defining to the content of the assignment.
2. Tara Mediation will execute the assignment to her best knowledge and ability and with due care in compliance with Article 7:401 Dutch Civil Code.
3. If and as far as a good execution of the assignment requires, Tara Mediation is entitled to have certain activities performed by third parties, unless the client explicitly has excluded such. The applicability of articles 7:404 Dutch Civil Code (service performed by a specific person), article 7:407, clause 2 Dutch Civil Code (joint and several liability) and article 7: 409 Dutch Civil Code (death of a particularly assigned service provider). If these activities are for account of the client, Tara Mediation should have the client's preliminary consent.
4. The client will see to it that all data, necessary within the scope of the execution of the assignment - whether requested by Tara Mediation or reasonably foreseen for the client- will be provided to Tara Mediation in time. Should this data not be provided in time to Tara Mediation, Tara Mediation is entitled to hold the execution of the assignment in abeyance and/or to charge the client extra costs according to the usual rates resulting from the delay.
5. Tara Mediation waives the liability for any kind of damage, because Tara Mediation relied on the incorrect and/or incomplete data provided by the client, unless this incorrectness or incompleteness should have been known to Tara Mediation.
6. Should turn out that an appropriate execution requires Tara Mediation to amend or complete the content of the assignment, Tara Mediation will consult further with the client. Amendment/ complement can be of influence to the agreed fee, but not without the client's agreement with the amendment/complement. Amendment/complement of the content of the assignment is no reason for ending the agreement.

Article 3: Fee and payment

1. For services rendered by Tara Mediation, as described on her website www.taramediation.com, fixed rates are applied, which are VAT included, and are made available on request.
2. Counselling and service not falling within of the scope of services mentioned in article 3 clause 2, are being rated according to a fixed rate per hour including VAT, which is made available on request.
3. The rate applicable on the day of confirmation as mentioned in article 2 clause 1 of these conditions is applicable to the concerned assignment.
4. All fees are mentioned in European euros, including VAT (BTW), if applicable.
5. Tara Mediation puts an introductory meeting at the client's disposal for

orientation. After this meeting the client decides whether or not give the assignment to Tara Mediation.

6. Invoicing of all services rendered by takes place in advance, after the clients consent, and payment is due within 14 days of the date of the invoice. Should the amount of days be less than 14 days between the date of the invoice and the scheduled and confirmed appointment date, payment has to be received at the latest 1 day before the scheduled and confirmed appointment date. Payment of the invoice should be done via money transfer to the bank account mentioned by Tara Mediation.

7. In case of the expiry of the payment due date indicated in article 3 clause 6 the client shall pay interest on the outstanding amounts as from the due date of the invoice until the date of payment in full equal to legal interest as mentioned in article 6:119 Dutch Civil Code. Furthermore Tara Mediation shall at all times be entitled to suspend its performance in accordance with article 7.

8. In the event of non-payment or late payment all judicial procedural and execution costs, as well as the administrative expenses and extrajudicial collection fees shall be borne by the other party; these costs will at least amount to the legal interest and the collection fees in accordance with the Dutch law 'Wet Inccassokosten'.

9. In case of a voluntary or obligatory winding up, bankruptcy of the client or in case the client is filing for a moratorium on payment, all outstanding payments to Tara Mediation by the client will be collectable with immediate effect.

10. An appointment can be cancelled free of charge at least 24 hours in advance. If an appointment is cancelled within 24 hours before the scheduled appointment, Tara Mediation is entitled to charge the costs for reserved time plus possible travel expenses.

Article 4: Confidentiality

1. Tara Mediation treats all data provided by the client with the utmost care and confidentiality and strives that the data is not made available or disclosed to unauthorized individuals, entities or processes; unless agreed differently in writing with the client.

2. Client authorizes Tara Mediation to put aforementioned data at the disposal of connected specialists, in view of an integral counselling, of course also with the required secrecy.

Article 5: Competence

Tara Mediation states that her advisors and the advisors she works with are competent in their field of specialism and they also will execute the assignment with due care in compliance with Article 7:401 Dutch Civil Code.

Article 6: Inquiry, claims because of defects and complaints

1. Any complaints as to Tara Mediation's performance of the agreement or the performance of third parties through Tara Mediation shall be submitted to Tara Mediation in writing within 7 days of discovery of a defect in the performance, however at the latest within 14 days of discovery of a defect in the completed performance.

The formal notice should contain a detailed definition of the default, in order for Tara Mediation to be able to react adequately.

2. Should the complaint be valid, Tara Mediation will still render services as agreed, unless the client has declared in writing not to use this possibility. In this case parties need to consult further to find a suitable solution, taking into account the nature of the complaint.

Article 7: Suspension & Dissolution

1. Tara Mediation is entitled to suspend its performance of the agreement or to dissolve its agreement, if the other party fails (properly) to perform any of its obligations ensuing from the relevant agreement, or fails to perform any such obligations in good time, and fails to cure such default within a reasonable period. ;

2. Furthermore Tara Mediation is allowed to dissolve the agreement or have the agreement dissolved in the event of occurrence of situations which are of such nature that performance of the assignment will be impossible or further performance can no longer be claimed according to the standards of equity or natural justice, or if otherwise situations will occur which are of such nature that an unaltered maintenance of the agreement in all fairness cannot be claimed..

Article 8: Termination

1. Both parties may terminate the agreement at any time by providing an at

least 1 (one) week written notice in the form of a valid written termination request in writing, unless article 7:408 Dutch Civil Code provided otherwise.

2. If the client terminates the assignment premature, Tara Mediation is entitled to compensation of all damages, which can at most amount to the agreed fee, unless Tara Mediation is to be blamed for the termination.

3. If the assignment is terminated premature by Tara Mediation, Tara Mediation will take care of the transfer of the activities to be done to third parties in consultation with the client, unless such cannot be claimed from Tara Mediation in all fairness.

4. If this transfer of activities will require additional costs, these costs will be charged to the client.

Article 9: Liability

1. Tara Mediation excludes any kind of liability due to her service.

2. Where appropriate the maximum compensation to clients will not amount beyond the invoiced amount of the concerning assignment, or – and only if applicable – up to the amount being paid by the insurance for professional liability where appropriate.

Article 10: Obligation of secrecy

1. Both parties are obliged to secrecy with respect to all confidential information, obtained from each other or from another source within the scope of the assignment. Information is considered confidential if such is mentioned by the other party or if such is resulting from the nature of the obtained information.

2. If, by virtue of a provision of the law or a court's decision, a party is bound to also provide the confidential information to third parties appointed by law or the competent Judge, and this party cannot invoke a legal or by a competent Judge acknowledged or permitted right to refuse to give evidence in such matter, this party is not bound to indemnity or compensation to the other party and the other party is not entitled to dissolution of the agreement on the base of any damage resulting from this.

Article 11: Disputes & Applicable law

1. Should there be any disputes resulting from the agreement entered into by Tara Mediation or agreements resulting from this agreement and/or legal acts, parties will first attempt to solve the dispute in close consultation or through mediation, according to the code of the Dutch Mediation Institute (Nederlands Mediation Institute) in Rotterdam, applicable on the start date of the mediation (see www.nmimmediation.nl). As long the mediation has not ended, both parties will not submit the matter to court, unless solely to preserve rights.

2. In case the dispute as mentioned before could not be solved through mediation, the dispute shall be submitted to the competent court in Amsterdam, the Netherlands.

3. All agreements entered into with Tara Mediation shall be governed by the laws of the Netherlands. This is also applicable to the clients living or residing abroad.

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