

GENERAL TERMS AND CONDITIONS FOR INDIVIDUAL LEGAL ASSISTANCE

**APPROVED BY THE
PARLIAMENT ON 27
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READING GUIDE

These general terms and conditions are the general terms and conditions of the Federation of Dutch Trade Unions for individual legal assistance (the "General Terms and Conditions"), valid as of 27 January 2017.

The Federatie Nederlandse Vakbeweging (FNV), having its registered office in Utrecht and registered in the commercial register under number 40531840, offers its members individual legal assistance in the areas of law referred to in these General Terms and Conditions.

Membership of FNV is person-based, and the applicable conditions for membership can be found in the charter and regulations of FNV (the "Regulations"). Any natural person who is a member of FNV ("Member" or in plural: "Members") shall be obliged to comply with the Regulations, including paying the subscription fee based on the established contribution tables and providing all requested up-to-date information.

These General Terms and Conditions are composed of the following four parts:

- The introductory provisions applicable to all Members, natural persons and Article 1.1 subsection n of the FNV Charter.
- Part A containing provisions applicable to Members who are not self-employed without personnel; and
- Part B containing provisions applicable to Members working as self-employed persons without personnel.



INTRODUCTORY PROVISIONS

INTRODUCTORY PROVISIONS

1. SCOPE

- 1.1 The General Terms and Conditions apply to legal assistance provided to Members under Article 1(1)(n) of the FNV Charter who are members of FNV.
- 1.2 The General Terms and Conditions are governed by Dutch law. In the event of complaints or disputes concerning the interpretation and application of these General Terms and Conditions or the handling of a case, Members may refer to a committee set up by FNV parliament ("Complaints Committee for Individual Services").
- 1.3 These introductory provisions of the General Terms and Conditions apply to all legal assistance provided to Members.
- 1.4 If a Member can be considered both as a Member not working as a self-employed person without personnel (to which Part A of the General Terms and Conditions applies) and as a Member working as a self-employed person without personnel, the provisions of Part A and Part B apply depending on the capacity in which the Member presents the Case (as defined below in Part A and Part B).
- 1.5 In the event of conflicts arising between provisions in these introductory provisions and provisions in Part A or B of these General Terms and Conditions, the provisions in Part A or Part B of the General Terms and Conditions shall prevail.
- 1.6 No legal assistance shall be given in disputes contrary to the identity of FNV.

2. COMPLAINTS SCHEME

- 2.1 Disputes between a Member and FNV, and disputes between a Member and a third party engaged by FNV concerning, inter alia, the feasibility, reimbursement of expenses, the importance and quality of legal assistance or the interpretation of the General Terms and Conditions, shall be subject to the "FNV Individual Service Complaints Scheme" (the "Complaints Scheme"). This Complaints Scheme can be found [to be added].
- 2.2 The appointment, working method and powers of the Individual Services Complaints Committee are also described in more detail in the Complaints Scheme for Individual Services that [insert where this can be found]. Complaints may be addressed to [insert contact details Complaints Committee].

3. HARDSHIP CLAUSE

- 3.1 FNV board is authorised, upon written request, to act contrary to a provision of these General Terms and Conditions in favour of the Member in special cases.
- 3.2 The board shall inform the Member in writing of its decision based on the previous article. No appeal to the Complaints Committee is possible against a decision of FNV Board.

4. LIABILITY

- 4.1 FNV's liability for any damages suffered by a Member on account of an attributable failure in the fulfilment of its obligations or on any other grounds shall be limited to the amount or amounts covered by the insurance policies taken out by FNV. If for any reason no payment is made under such insurance, the liability shall be limited to an amount of [to be determined later]. The limitation of liability referred to in this article shall not apply insofar as the damage is the result of intent or deliberate recklessness on the part of FNV.



5. AMENDMENT

- 5.1** FNV is entitled to amend these General Terms and Conditions unilaterally. Amendments to the General Conditions shall be reported in the members' magazine and on FNV website.

6. EXCLUSIONS

- 6.1** No legal assistance shall be provided to persons not covered by the definitions in these General Terms and Conditions.
- 6.2** No legal assistance shall be granted to persons (natural or legal) who are not members of FNV.

7. TRANSITIONAL PROVISIONS

- 7.1** If, on the date of the merger, a Member already had a case in progress with one of the merged associations, the general terms and conditions of the relevant merged association shall continue to apply until the file has been processed. This explicitly does not apply to the provisions on waiting times and the personal contribution levied for legal assistance in cases that are dealt with during the waiting period: As of 1 January 2015, there is no waiting period. FNV shall inform the Member in writing when the relevant case file has been closed.





**EMPLOYEES,
BENEFICIARIES AND
SENIOR CITIZENS**

GENERAL PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In this part A of the General Terms and Conditions, capitalised terms and concepts have the meanings set out below in alphabetical order:

General Terms and Conditions:	these General Terms and Conditions;
Case officer:	executives, employees or lawyers of FNV or other persons appointed by FNV;
Case file:	a collection of information, correspondence, notes, documents and procedural documents based on which a Member claims Legal Assistance;
FNV:	de Federatie Nederlandse Vakbeweging;
Legal Proceedings:	proceedings to settle a Dispute that is submitted to a judicial authority in the Netherlands;
Dispute:	a conflict between a Member and one or more other parties established in the Netherlands about what is legally valid between them;
Family members:	the Member's cohabiting partner and the Member's children up to 27 years of age who do not have any income;
Legal Assistance:	the provision to Members of (legal) information, (legal) advice, guidance, mediation of a referral and, if necessary, the provision of procedural assistance in Legal Proceedings in one or more areas of law;
Jurisdictions:	the jurisdictions as described in Annex 1 to these General Terms and Conditions;
Legal Assistance:	the provision of individual legal assistance to Members;
Personal injury:	damage caused by the infliction of physical or mental injury, consisting of the costs of recovery and of the further damage caused by the injury.
Member:	a Member of FNV, as referred to in Article 1 paragraph 1 sub n and sub v of FNV Charter, who is not employed as a self-employed person without personnel;
Regulations:	the charter and regulations of FNV applicable from time to time; and
Case:	a Case File or a Dispute.

2. LEGAL ASSISTANCE PROCEDURE

2.1 FNV provides legal assistance to Members in the areas of law, subject to the provisions contained in this part A of the General Terms and Conditions.

2.2 FNV determines:

2.2.1. who is the Case Officer of a Case; and

2.2.2. the nature, scope and handling of the Legal Assistance to be provided, based on a substantive assessment of the Case by the Case Officer.

2.3 FNV provides Legal Assistance and any additional services based on a best-efforts obligation.

2.4 FNV is at all times entitled:

2.4.1. offer the Member concerned an amount equal to the financial interest instead of providing Legal Assistance; and

2.4.2. transfer the (third-party) monies obtained by its Legal Assistance to the third-party account maintained by FNV for this purpose before proceeding to pass on the part of the monies due to the Member.

2.5 For the avoidance of doubt, Members do not have a free choice of practitioner, nor who provides the legal assistance.



3. WHEN ARE YOU ENTITLED TO LEGAL ASSISTANCE?

- 3.1** Members have the right to legal assistance in cases:
- 3.1.1.** which, except for the cases mentioned in Article 3.2 of Part A of the General Terms and Conditions, affect the Members concerned personally;
 - 3.1.2.** which fall under the Legal areas;
 - 3.1.3.** to which Dutch law or the European or international law applicable in the Netherlands is applicable; and
 - 3.1.4.** of which the Dutch court is competent to take cognisance.
- 3.2** Contrary to Article 3.1.1 of Part A of the General Terms and Conditions, FNV shall provide legal assistance to resident family members of Members with no income (i.e. the Member's resident partner and resident children of the Member who have no income) if it concerns a Case relating to Personal Injury. For the avoidance of doubt, it is stated that in other matters, family members of Members are excluded from Legal Assistance if they are not Members of FNV.
- 3.3** In cases in which article 3.1.3 and/or article 3.1.4 of part A of these General Terms and Conditions do not apply, FNV shall make an effort to transfer the Case to a sister organisation or an international professional secretariat in the country of the law governing the Case.
- 3.4** Legal assistance in a Dispute is only provided if the facts underlying the Dispute are known, and were established no longer than one year before the Dispute was brought to the attention of FNV.
- 3.5** The Member undertakes to make available to FNV at all times all available information in a Case, wholly and correctly, and to provide any other information that FNV may reasonably require.
- 3.6** If, within the first six months of membership, the Member wishes to receive Legal Assistance in a dispute where the handling calls for more than (legal) information or (legal) advice alone, the Legal Assistance will only be provided once the Member has undertaken to remain a member of FNV for at least two years after the start of the Legal Assistance by FNV and the Member has paid an amount equal to two years of membership fees to FNV in advance.

4. WHEN ARE YOU NOT ENTITLED TO LEGAL ASSISTANCE?

- 4.1** Members are not entitled to legal assistance in cases:
- 4.1.1.** which do not comply with Article 3 of Part A of these General Terms and Conditions;
 - 4.1.2.** which arose before the date of commencement of membership in FNV, whereby a Case is deemed to have arisen at the time when it was clear to the Member, or could reasonably be expected to have been clear, that a situation existed for which legal assistance was, or might be, required;
 - 4.1.3.** which have arisen in the capacity of employer;
 - 4.1.4.** which have a financial interest of less than €250
If the interest is less than €250 and, in the opinion of the lawyer handling the case, there is a reasonable chance of success with regard to the feasibility of the claim, FNV shall compensate the member's lost interest, unless it is decided after all to provide legal assistance, for example because of its fundamental nature.
 - 4.1.5.** which have not been reported to FNV on time, making prudent handling impossible;
 - 4.1.6.** in which insufficient and/or incorrect information has been provided to FNV;
 - 4.1.7.** which are unfounded or whose chances of success are deemed too low;
 - 4.1.8.** relating to or directed against FNV or an organisation affiliated to FNV or against another Member; or
 - 4.1.9.** where legal assistance has been granted or requested from other legal assistance providers.
- 4.2** If the chances of success in a Case are deemed too slim, FNV shall inform the Member concerned.
- 4.3** In the event of a Case in which the Member is an employee of FNV or an organisation affiliated to FNV, then Legal Assistance shall be provided in accordance with the rules and provisions to be laid down by the sector council trade unions.



5. WHEN CAN LEGAL ASSISTANCE BE TERMINATED?

- 5.1** FNV has the right to terminate the Legal Assistance during the treatment if it emerges that:
- 5.1.1.** in the opinion of FNV, there is no longer any reasonable chance of a successful conclusion of the case.
 - 5.1.2.** further continuation of the Case will not reasonably lead to a better outcome for the Member than what is currently the case.
 - 5.1.3.** the Member, without having obtained the prior written consent of FNV, approaches or engages a third party for the handling of his Case.
 - 5.1.4.** Member's actions or omissions, including non-compliance with any obligation under these General Terms and Conditions (insofar as applicable to him), make it impossible to handle his case successfully.
 - 5.1.5.** the Member, or one of their relatives, treats the Case Officer unfairly;
 - 5.1.6.** despite repeated requests, the Member fails to provide further information necessary for the further handling of the Case or provides incorrect information;
 - 5.1.7.** the costs for FNV no longer outweigh the interest of the Case; and
 - 5.1.8.** on the grounds of other special circumstances, FNV can no longer reasonably be required to provide legal assistance in the relevant case.
- 5.2** FNV is also entitled to terminate the Legal Assistance if the Member's membership has ended with due observance of the Regulations. The Legal Assistance will also be continued if the Member transfers to a trade union affiliated to FNV, provided that this part A of the General Conditions is complied with and the Member complies with the regulations for membership of the relevant trade union affiliated to FNV.
- 5.3** FNV has the right to suspend Legal Assistance if the Member in question has been a victim of fraud for a period of
does not pay his contribution for three months.
- 5.4** If FNV terminates or suspends Legal Assistance pursuant to this Article 5 of Part A of the General Terms and Conditions, it will promptly inform the Member in writing and stating its grounds.

6. WHICH COSTS OF LEGAL ASSISTANCE COSTS ARE REIMBURSED?

- 6.1** With due observance of the provisions of this article 6 of part A of the General Conditions, FNV shall only reimburse the following costs within the scope of Legal Assistance:
- 6.1.1.** the costs of FNV's handling agent or of FNV's external lawyers in relation to the Case;
 - 6.1.2.** the costs of witnesses or experts called in (including the costs of an interpreter and the costs of an expert opinion), only with the written permission of FNV and provided that, in the opinion of FNV, this is in the interest of the Case;
 - 6.1.3.** the costs involved in gathering information or collecting facts, only after the written permission of FNV and provided that, in the opinion of FNV, this is in the interest of the case;
 - 6.1.4.** the court fees due to the competent judicial authority in legal proceedings;
 - 6.1.5.** the legal costs of the other party, insofar as these are owed under an order to pay legal costs in a court judgment;
 - 6.1.6.** the bailiff fees associated with the service of a writ in Legal Proceedings; and
 - 6.1.7.** the costs of any further necessary collection measures.
- 6.2** The Member shall bear all costs other than those mentioned in Article 6.1 of this part A of the General Terms and Conditions.
- 6.3** The legal assistance provided by FNV is expensive. The Member is therefore obliged to reimburse FNV for the costs of legal assistance provided to him, as indicated below. The Member undertakes to pay all fees for legal assistance or remuneration received from another party or a third party



resulting from an order to pay legal costs or a collection measure (the "Amounts Received") to FNV. In this respect, the Member undertakes to perform all actions and sign all documents that enable FNV to receive the amounts received and, if necessary, to recover them from the other party or a third party.

- 6.4** The member is obliged to pay to FNV Bureau of Occupational Diseases in Amsterdam 15% of the financially favourable result achieved by FNV in disputes handled by it at the request of the member and with the approval of FNV.
- 6.5** At the written request of FNV, the Member is obliged, in view of a possible loss or inability to pay, within the meaning of the Legal Assistance Act, to apply for a 'statement of income' from the Legal Assistance Board, to enable FNV to apply for a reduction of the court fee.
- 6.6** If, due to the Member's failure to do so, no income statement has been obtained or submitted, FNV shall be authorised to recover from the Member the lost reduction of the court fee, or to set it off against a fee allocated to the Member in question, other than any Received Amounts.
- 6.7** If it subsequently transpires that because of a breach of the law, part A of the General Terms and Conditions or the Regulations the Member was not entitled to Legal Assistance, then all costs reimbursed by FNV for Legal Assistance shall be recovered from the Member concerned.
- 6.8** For the sake of clarity, it should be noted that all costs incurred or resulting from the fact that the Member, approaches a third party for the handling of the Case, in whatever capacity, without having obtained the prior written consent of FNV, shall be entirely for the account and risk of the Member concerned.



SELF-EMPLOYED PERSONS WITHOUT PERSONNEL

GENERAL PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In this part B of the General Terms and Conditions, capitalised terms and concepts have the meanings set out below in alphabetical order:

General Terms and Conditions: these General Terms and Conditions;

Case officer: executives, employees or lawyers of FNV or other persons appointed by FNV;

Case File: a collection of information, correspondence, notes, documents and processes based on which a self-employed person claims legal assistance;

FNV: the Federatie Nederlandse Vakbeweging;

Legal Proceedings: proceedings to settle a Dispute that is submitted to a judicial authority in the Netherlands;

Dispute: a conflict between a self-employed person and one or more other parties about their legal position;

Family members: the resident partner of the self-employed person and resident children of the self-employed person up to the age of 27 who have no income;

Personal injury: damages caused by the infliction of physical or mental injury, consisting of the costs of recovery and the further damages caused by the injury.

Legal assistance: the provision of legal information, legal advice, counselling, the mediation of a referral and, if necessary, the provision of litigation assistance in a court proceeding in one or more areas of law to self-employed persons;

Areas of Law: the areas of law as described in Annex 2 to these General Terms and Conditions; **Legal Assistance:** the provision of individual Legal Assistance to a self-employed person; **Regulations:** the charter and regulations of FNV in their current form;

Case: a Case File or a Dispute; and

Self-employed person: a Member, as referred to in Article 1, paragraph 1 under x (iii) of the Articles of Association, who has registered his company in the Commercial Register and who, as a self-employed person (professional) without personnel, provides services to or executes works for third parties based on a commission contract or a building contract.

2. LEGAL ASSISTANCE PROCEDURE

2.1 FNV provides legal assistance to self-employed persons in the areas of law listed in Annex 2 to these General Terms and Conditions, subject to the provisions included in this part B of the General Terms and Conditions.

2.2 FNV determines:

2.2.1. who is the Case Officer, and

2.2.2. the nature, scope and handling of the Legal Assistance to be provided, based on a substantive assessment of the Case by the Case Officer.

2.3 FNV provides Legal Assistance and any additional services based on a best-efforts obligation.

2.4 FNV is at all times entitled:

2.4.1. to offer the self-employed person in question an amount equal to the financial interest instead of providing legal assistance; and

2.4.2. to have the (third-party) monies obtained by its Legal Assistance transferred to the third-party account maintained by FNV for this purpose, before proceeding to pass on the part of the monies to which the self-employed person is entitled.

2.4.3. Work with standard documents or prescribe forms.

2.5 To avoid doubt, it should be noted that self-employed persons do not have a free choice as to the Case Officer or who provides the Legal Assistance.



3. WHEN ARE YOU ENTITLED TO LEGAL ASSISTANCE?

- 3.1** Self-employed persons are entitled to Legal Assistance in Cases:
- 3.1.1.** Which, except for the cases mentioned in Article 3.2 of part B of the General Terms and Conditions, are related to work personally performed by the self-employed person, provided that the self-employed person demonstrably performs more than 75% of this work and this work falls within the business activities of the self-employed person as described in the Commercial Register;
 - 3.1.2.** These are covered by the areas of law pertaining to Part B as included in Annex 2 to these General Terms and Conditions.
 - 3.1.3.** to which Dutch law or the European or international law applicable in the Netherlands is applicable; and
 - 3.1.4.** of which the Dutch court is competent to take cognisance.
- 3.2** Contrary to Article 3.1. of Part B of the General Terms and Conditions, FNV will provide legal assistance to resident family members of self-employed persons with no income (i.e. the member's resident partner and resident children of the member up to the age of 27 who have no income) if it concerns a Case relating to Bodily Injury. For the avoidance of doubt, it should be noted that in other matters, family members of self-employed persons are excluded from legal assistance if they are not members of FNV.
- 3.3** In cases in which article 3.1.4 or article 3.1.5 of part B of these General Terms and Conditions do not apply If the law of the country in which the Case is to be filed is applicable, FNV shall make an effort to transfer the Case to a sister organisation or an international professional secretariat in the country of the law governing the Case.
- 3.4** Legal assistance in a Dispute is only provided if the facts underlying the Dispute are known, no longer than one year before the Dispute was brought to the attention of FNV.
- 3.5** Subject to the provisions in this part B of the General Conditions, self-employed persons are entitled to Legal Assistance in a maximum of 6 Cases during one calendar year.
- 3.6** In cases concerning unpaid invoices of the self-employed worker, FNV will only grant Legal assistance if the self-employed person has an offer signed by his client or there is a provable order confirmation, and after the self-employed person himself has first made a written demand for payment to their client.
- 3.7** The self-employed person undertakes at all times to provide all available information in a Case in a timely, correct and complete manner and to provide any other information that FNV may reasonably require.
- 3.8** If the self-employed person wishes to receive legal assistance within the first six months of his membership in a dispute where the handling requires more than (legal) information or (legal) advice alone, the Legal Assistance will only be provided once the self-employed person has undertaken to remain a member of FNV for at least two years after the commencement of the Legal Assistance by FNV and the Member has paid an amount equal to two years of subscriptions to FNV in advance.
- 3.9.** In case of a legal interest of a general partnership or other partnership, company legal assistance shall only be granted if all members of the company or the partnership are members of FNV.

4. WHEN ARE YOU NOT ENTITLED TO LEGAL ASSISTANCE?

- 4.1** Self-employed persons are not entitled to Legal Assistance in Affairs:
- 4.1.1.** if they do not comply with Article 3 of Part B of these General Terms and Conditions;
 - 4.1.2.** which arose prior to the commencement of membership in FNV, whereby a Case is deemed to have arisen at the time when it was clear to the Member, or could reasonably be expected to have been clear, that a situation existed for which legal assistance was, or might be, required;
 - 4.1.3.** who have first been dealt with by another legal assistance provider;
 - 4.1.4.** that have arisen in the capacity of employer, client, supervisor (of trainees and volunteers) or member of a trade association;
 - 4.1.5.** as far as they relate to contracts, if these contracts are not entered into by the self-employed person acting in the course of his profession or business;
 - 4.1.6.** which have a financial interest of less than €250;



If the interest is less than €250 and, in the opinion of the lawyer handling the case, there is a reasonable chance of success with regard to the feasibility of the claim, FNV shall compensate the member's lost interest, unless it is decided after all to provide legal assistance, for example because of its fundamental nature. Reimbursement of the member's lost interest is made no more than three times in five calendar years for each self-employed person. The count of the said period of five calendar years shall start from the first date on which reimbursement is granted.

- 4.1.7. which concern matters relating to a suspension of payments or bankruptcy of the self-employed person or inability to pay of the self-employed person;
- 4.1.8. which relate to private lending, financing and asset management to or by self-employed persons;
- 4.1.9. which fall under financial services and which concern advice on insurance or financial products
- 4.1.10. that relate to (i) the acquisition of second-hand business assets without a guarantee or (ii) an (own) property that is used both as a residence and as business premises, unless the property is structurally separated;
- 4.1.11. which relate to work carried out by third parties but which the self-employed person has invoiced;
- 4.1.12. which are not reported to FNV in time, so that prudent handling is no longer possible and proceedings have become unavoidable;
- 4.1.13. which have arisen because the self-employed person has not complied with mandatory provisions or provisions which are contrary to public order or morality;
- 4.1.14. which relate to the relationship between partners, partners and/or other members of a partnership;
- 4.1.15. in which the self-employed person refuses or has refused to cooperate with a dispute settlement scheme prevalent in his branch;
- 4.1.16. in which insufficient and/or incorrect information is provided to FNV;
- 4.1.17. which are unfounded or whose chances of success are deemed too low;
- 4.1.18. which relate to or are directed against FNV or an organisation affiliated to FNV or against another self-employed person or a member of FNV.
- 4.1.19. which relate to domain names, are of an administrative nature or relate to a dispute with the Tax Authorities, with the exception of disputes concerning the assessment of an employment relationship by the Tax Authorities differing from the interpretation of that employment relationship by the parties in an agreement within the meaning of the Assessment of Employment Relationships (Deregulation) Act (Wet DBA).

4.2 If the chances of success in a case are considered too low, FNV will inform the self-employed person accordingly.

5. WHEN MAY LEGAL ASSISTANCE BE TERMINATED OR RESTRICTED?

5.1 FNV has the right to terminate the Legal Assistance during the handling of the case if it emerges that:

- 5.1.1. in the opinion of FNV, there is no longer any reasonable chance of a successful conclusion of the case;
- 5.1.2. further continuation of the Case will not reasonably lead to a better outcome for the self-employed person than that which is currently the case;
- 5.1.3. the self-employed person, without having obtained the prior written consent of FNV, approaches or engages a third party for the handling of his Case;
- 5.1.4. the self-employed person makes the successful handling of his Case impossible by their acts or omissions, including the non-fulfilment of any obligation from these General Terms and Conditions (as far as applicable to him) and the non-compliance with advice from the practitioner;
- 5.1.5. the self-employed person, or one of their relatives, treats the Case Officer unjustly;
- 5.1.6. the self-employed person, despite repeated requests, fails to provide any further information necessary for the further



handling of the case or provides incorrect information. The self-employed person must supply the complete documents

- 5.1.7. the costs for FNV no longer outweigh the interests of the Cause;
- 5.1.8. the self-employed person does not pay the costs due by him on time or in full based on article 7 of this part B of the General Conditions; or
- 5.1.9. on the grounds of other special circumstances, FNV can no longer reasonably be required to provide legal assistance in the relevant case.

5.2 FNV is entitled to terminate Legal Assistance for a self-employed person if the self-employed person's membership of FNV is terminated

with due observance of the Regulations. If the self-employed person transfers to a trade union affiliated with FNV, the Legal Assistance will be continued, provided that this part B of the General Conditions continues to be complied with and he complies with the regulations for membership of the relevant trade union affiliated with FNV.

5.3 FNV is entitled to limit the Legal Assistance given to a self-employed person if the self-employed person repeatedly,

being at least twice, in a similar Case, requests Legal Assistance, while the Case Officer has pointed out to the self-employed person in question certain aspects, methods and/or (contractual) conditions are to be changed, and the self-employed person has failed to do so.

5.4 FNV has the right to suspend the Legal Assistance if the self-employed person fails to pay their contribution for three months or more.

5.5 If FNV terminates or suspends the Legal Assistance under this article 5 of part B of the General Terms and Conditions, it will inform the self-employed person thereof on time, in writing and stating reasons.

6. SPECIFIC PROVISIONS RELATING TO LEGAL PROCEEDINGS

6.1 FNV reserves the right to:

- 6.1.1. refuse to initiate, or cause to be initiated, Legal Proceedings or execute a legal judgement until it has been sufficiently demonstrated that the other party has sufficient means of redress; and
- 6.1.2. to refuse to reimburse the costs of Legal Assistance in a subsequent instance of Legal Proceedings, if those costs are disproportionate to the financial interest of the case.

6.2 If FNV intends to exercise its right under Article 6.1 of part B of these General Conditions, it will inform the self-employed person thereof in good time, in writing and with reasons.

7. WHICH COSTS OF LEGAL ASSISTANCE ARE REIMBURSED?

7.1 With due observance of the provisions of this article 7 of part B of the General Conditions, FNV will only reimburse the following costs within the framework of Legal Assistance in a Case:

- 7.1.1. the costs of FNV's Case Officer;
- 7.1.2. the costs of lawyers or attorneys externally engaged by FNV concerning the Case up to a maximum of €2,500 (exclusive of VAT);
- 7.1.3. the costs of witnesses experts called in (including the costs of an interpreter and an expert opinion), only after the written permission of FNV and provided that, in the opinion of FNV, this is in the interest of the Case;
- 7.1.4. the costs of mediation by an NMI-recognised mediator with a maximum of €2,500 (excluding VAT) per Case, whereby it is noted that mediation by a non-NMI-recognised mediator will not be reimbursed.
- 7.1.5. the costs involved in gathering information or collecting facts, only after the written permission of FNV and provided that, in the opinion of FNV, this is in the interest of the case.
- 7.1.6. the court fees due to the competent judicial authority in legal



- proceedings, with a maximum of €1,000 per Case;
- 7.1.7.** the legal costs of the other party, insofar as these are owed under an order to pay legal costs in a court judgment up to a maximum of €15,000;
- 7.1.8.** the bailiff fees associated with the service of a writ in legal proceedings; and
- 7.1.9.** the costs of any further necessary collection measures.
- 7.2** In Legal Proceedings that concern, or are related to, Disputes about Intellectual Property Rights, the total compensation paid by FNV under articles 7.1.6 to 7.1.9 of this Part B of the General Terms and Conditions shall be limited to a maximum of €15,000.
- 7.3** FNV reimburses per self-employed person a maximum of €25,000 (excluding VAT) per calendar year for expenses such as listed in article 7.1, for Legal Assistance, whereby the Costs of a Case Officer are set at €140 per hour (excluding VAT) and the other costs are calculated on the basis of actual costs. FNV keeps the self-employed person informed of the costs incurred for the respective self-employed person during a calendar year.
- 7.4** FNV reimburses a maximum of three legal proceedings per self-employed person in five calendar years. The count of the said period of five calendar years shall commence from the first date on which proceedings are brought. Proceedings that are instituted against the self-employed person (in which the self-employed person is a defendant) also count here.
- 7.5** All costs other than those mentioned in articles 7.1 to 7.3 of this Part B of the General Terms and Conditions shall be at the expense of the self-employed person. FNV reserves the right to work based on advance payments by the self-employed person concerning some cost items.
- 7.6** The costs will be borne by the self-employed person if they make their own arrangements with the other party about the claim or if the self-employed person accepts a payment without claiming the (extra) judicial collection costs. In that case, the self-employed person shall owe FNV the collection costs incurred or the costs of any third parties engaged by him.
- 7.7** The legal assistance provided by FNV is expensive. Therefore, the self-employed person is obliged to reimburse FNV for the costs of legal assistance it incurs as set out below. The self-employed person undertakes to pay to FNV any compensation for legal assistance received from an opposing party or a third party or any compensation resulting from a procedural cost order or collection measure (the "Amounts Received"), without having a right of deduction, set-off or suspension. In this connection, the self-employed person undertakes to perform all acts and sign all documents that will enable FNV to receive the amounts due and, insofar as necessary, to recover them from the other party or a third party.
- 7.8** The Member is obliged to pay 15% of the amount invoiced by FNV Bureau Beroepsziekten (Occupational Diseases Agency) in Amsterdam to FNV. the member and with the consent of FNV, disputes that have been dealt with have achieved financially favourable results to the Bureau Beroepsziekten (Occupational Diseases Bureau) in Amsterdam.
- 7.9** If it later emerges that the self-employed person was not entitled to Legal Aid because of a breach of the law, part B of the General Conditions or the Rules , then all the costs of Legal Aid reimbursed by FNV shall be recovered from the self-employed person concerned.
- 7.10** For the sake of clarity, it should be noted that all costs incurred or resulting from the fact that the self-employed person, without having obtained the prior written consent of FNV, approaches a third party for the handling of the case, in any capacity whatsoever, shall be entirely for the account and risk of the self-employed person concerned.

8. DISPUTES BETWEEN SELF-EMPLOYED PERSONS

With due observance of the provisions of Articles 4.1.14 and 7.1.4 of this Part B of the General Conditions, FNV shall first attempt to settle the dispute in disputes between two self-employed persons or have it settled through mediation. In that case, both self-employed persons must agree to the mediation in writing beforehand. The introductory provisions and Part B of the General Terms and Conditions shall continue to fully apply.



ANNEXES

ANNEX 1

TO THE GENERAL TERMS AND CONDITIONS FOR INDIVIDUAL LEGAL ASSISTANCE OF FNV AS OF 27 JANUARY 2017

Jurisdictions listed in Part A applicable to members defined in Part A: Employees, beneficiaries and senior citizens

1. Labour law
2. Public Service Law
3. Pensions, insofar as resulting from or connected with the performance of work or the receipt of a benefit and insofar as FNV promotes the collective interests in the sector concerned and with the exception of (i) insurance such as annuity or single-premium policies taken out to finance a pension and (ii) disputes between former spouses or partners.
4. Social security law, with the exception of (i) disputes concerning housing benefit and social assistance recovery in the context of maintenance obligations and (ii) private supplementary insurance.
5. The Social Support Act (WMO), limited to facilities concerning the main element 'supporting the independence and participation of persons with disabilities or with chronic psychological or psycho-social problems, as much as possible in their own living environment.' An exception is made for legal assistance in the field of public mental health care and facilities intended for people with addiction problems.
6. Bankruptcy law, only insofar as it relates to (i) the legal relationship between an employee and a bankrupt employer and (ii) receiving bankruptcy benefits.
7. Intellectual property rights, insofar as arising from or connected with the exercise of employment.
8. Disciplinary and complaints law, insofar as members are confronted with disciplinary proceedings or complaints law in the exercise of their profession.
9. Obligations in tort for breach of contract, insofar as relating to the performance of work.
10. Criminal law, in so far as the commission of an offence is connected with the performance of work and necessarily derives from the work.
11. Wage and income tax as far as the tax service of FNV covers this.
12. The Works Councils Act, insofar as it relates to claims for the establishment of a works council, as well as the individual legal position of works council members.
13. Personal injury and occupational diseases.



ANNEX 2

TO THE GENERAL TERMS AND CONDITIONS FOR INDIVIDUAL LEGAL ASSISTANCE OF FNV AS OF 27 JANUARY 2017

Areas of law relating to Part B: Self-employed persons as defined in Part B

1. The supply of goods and services.
2. Agreements with the government.
3. Claims against third parties, arising in the course of business or profession and in connection with your business: in respect of compensation in tort and personal injury.
4. Claims which third parties have against you, arising in the course of your business or profession and relating to
your business operations: in tort and personal injury cases.
5. Income insurance linked to self-employment.
6. Social security legislation relating to self-employment.
7. Concerning the Deregulation of Employment Relationships Act (DBA)
8. Where FNV management decides that a matter of principle is involved in the interest of other ongoing cases or future disputes.



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