

anwaltskanzlei brand

general terms of mandates

1. The following general terms of mandates apply to all actions taken by the lawyer for the client.
2. The lawyer's mandate is **solely** limited to the **legal handling** of the file concerning German law on the basis of the facts, specifically described by the client. Correctness and completeness of the information given by the client are not subject to the lawyer's checks. The lawyer is not obliged to perform any checks exceeding the mandate or to take further connections into consideration or to clear up misunderstandings.
3. The lawyer is entitled to claim for an **upfront payment** on the final fees to be expected (§ 9 RVG). The lawyer is not obliged to start any activities, until the upfront payment has been paid. Negative legal effects resulting from delayed payments are subject to the client's responsibility.
4. **Personal data** disclosed to the lawyer in connection with the mandate, will be saved electronically until the end of the legal retention period for business files.
5. The client explicitly agrees into correspondence by telefax- and e-mail-addresses, provided by the client. The proof of reception may be given by transmission conformation including the recipient's address and transmission data.
6. **Phone-call advice** is not binding! Oral advice gets reliable if confirmed in written form; the latter will be given on notice. A **written advice** - even towards consumers - is no „first advice“ in the sense of the regulations on lawyers' fees.
7. The lawyer's **liability** is limited to a maximum amount of 1,000,000 € per case of damage if caused by normal negligence. In case of intent or gross negligence, the legal liability is not limited. On demand a special liability insurance may be taken out. The costs of such an insurance – especially the costs of the insurance premium – will be invoiced to the client.
8. **The mandate is given absolute**, except there is a different, written understanding in the special case. The lawyer is neither obliged to check, whether and how far a legal costs insurance is obliged to pay expenses, except having been given special order to do so, which leads to additional costs as described in nr. 7, nor is any mandate to refute an accusation accepted by the lawyer under the condition of legal aid being granted by a decision of a court.
9. **Correspondence with legal cost insurances** on behalf of the client will be invoiced as follows:

Correspondence with legal cost insurances is a special tariff matter, which has to be paid in accordance with the RVG separately. In normal cases, the lawyer is entitled to invoice 0.8 X "Geschäftsgebühr" as per nr. 2400 of "Vergütungsverzeichnis zum RVG" (VV RVG). If an amicable settlement is reached, an additional 1.5 X "Einigungsgebühr" as per nr. 1000 VV RVG has to be paid. The sum in dispute for the calculation of the fees are the complete costs, the client seeks to get rid of (court fees, own and opponent's lawyer's fees). **The mandate is aware of the fact, that these fees are not subject to the legal cost insurance's coverage and have to be paid by himself personally.** Notwithstanding the provision of a cover note, the lawyer is entitled to invoice his fees directly towards the client.
10. The client has to pay the lawyer 's additional **investigation** costs (including **online-investigation at cost**).
11. **Fees and expenses** are due to be paid following their creation. The client agrees to incoming payments being set off against due fees and expenses. The lawyer is liberated from the restrictions set up in § 181 BGB.
12. The lawyer is only obliged to **lodge an appeal or legal remedy**, if an explicit order to do so has been given and accepted by him.
13. Any acts related to the mandate and being done by or towards **one of several clients**, take effect for and against all clients. If asked by the lawyer to do so, several clients have to name one single person of contact being entitled to give information and binding orders to the lawyer. If they refuse to name such a person or if they give contradictory orders of several clients, the lawyer may resign from the mandate.
14. The lawyer's obligation to **store and hand out the files** expires after 36 months following the completion of the mandate.

place,

date

signature of the client