ClaroCase
Voor een helder dossier

General Terms and Conditions

Version: March 2026

Company: ClaroCase
Email: info@clarocase.nl
Location: Overijssel, the Netherlands
Website: www.clarocase.nl

1. Applicability

1.1 These general terms and conditions apply to all offers, assignments, and work carried out by ClaroCase.

1.2 Deviations are only valid if agreed upon in writing.

1.3 By placing an assignment, the client declares their agreement with these terms and conditions.

2. Nature of Services

2.1 ClaroCase is an independent practice specialising in factual reconstruction and systematic case file organisation for legal and administrative dossiers.

2.2 Services include, among others:

- organising and structuring documents and information
- drafting chronological timelines
- separating facts from interpretations
- identifying gaps and inconsistencies
- drafting factual reports
- supporting documentation such as meeting notes and summaries

2.3 ClaroCase does not provide legal advice and:

- does not provide legal interpretation or strategy
- does not act as a legal representative
- does not replace a lawyer or legal advisor

2.4 The work of ClaroCase is intended as preparation prior to or support alongside legal services.

3. Formation of Assignments

3.1 An assignment is established upon written confirmation or once ClaroCase commences work with the client's consent.

3.2 ClaroCase reserves the right to decline assignments, including in cases of potential conflicts of interest.

4. Execution of Work

4.1 ClaroCase carries out assignments to the best of its ability, in accordance with a professional and methodical approach.

4.2 ClaroCase operates under a best-efforts obligation and not a results obligation.

4.3 ClaroCase relies on information provided by the client and available sources. ClaroCase is not responsible for inaccuracies or incompleteness in submitted materials.

4.4 The client remains responsible for:

- the accuracy and completeness of information provided

- decisions made and follow-up actions taken
- the legal use of delivered documents

5. Collaboration with Third Parties

5.1 If the client works with a lawyer or other professional, that party remains solely responsible for legal assessment and strategy.

5.2 ClaroCase operates in a supporting role and bears no responsibility for the work or advice of third parties.

6. Reports and Use

6.1 Delivered reports are factual reconstructions based on available information.

6.2 Reports may not be presented as legal advice or as a substitute for it.

6.3 It is not permitted to use reports:

- selectively or out of context
- with alterations to the content without permission
- without attribution to the source

7. Intellectual Property

7.1 All documents, reports, and methodologies produced by ClaroCase remain the intellectual property of ClaroCase.

7.2 The client receives a non-exclusive right of use for the purpose for which the assignment was placed.

8. Rates and Payment

8.1 The agreed rates apply to all work performed.

8.2 Unless stated otherwise, rates are exclusive of VAT and any additional costs.

8.3 Invoices must be paid within 14 days of the invoice date.

8.4 If the payment term is exceeded, ClaroCase may suspend its work.

9. Liability

9.1 The liability of ClaroCase is limited to the amount paid out by the professional liability insurance in the relevant case.

9.2 If no payment is made by the insurer, liability is limited to the invoice amount of the relevant assignment.

9.3 ClaroCase is not liable for:

- indirect damages
- consequential damages
- loss of income
- damages arising from legal proceedings or decisions

10. Confidentiality and Privacy

10.1 ClaroCase treats all information received with strict confidentiality.

10.2 Personal data is processed in accordance with applicable privacy legislation and the privacy statement on the website.

11. Force Majeure

ClaroCase is not obliged to fulfil its obligations if this is not reasonably possible due to circumstances beyond its control.

12. Governing Law

12.1 Dutch law applies to all agreements.

12.2 Disputes will be submitted to the competent court in the Netherlands.

13. Severability

If any provision of these terms and conditions is found to be invalid, the remaining provisions remain fully in force.