

Terms and Conditions of Legal Consultation and Representation

In the legal matter

the client enters into an agreement with **T/S/C Fachanwaelte fuer Arbeitsrecht Schipp & Partner Rechtsanwaelte mbB** (hereinafter „the Partnership“) under the following terms and conditions:

1. The Partnership is the sole contractual partner of the client. The right to select the lawyer to handle the mandate lies solely with the Partnership.
2. The mandated Partnership will commence activity exclusively on the basis of a separately concluded compensation agreement.
3. The liability of the mandated Partnership with limited professional liability and of its partners for damages culpably caused due to defect in the exercise of the profession is limited by law to the corporate assets of the Partnership company (§ 8 Para 4 PartGG). The Partnership has acquired the legally prescribed professional liability insurance assuring coverage for each insurance claim to a maximum of 2,500,000 EUR, yet with a maximum annual coverage in multiple insurance cases of up to 15,000,000 EUR total (legal minimum insurance protection for 6 partners). If additional insurance protection is wished, the client can request that an individual liability insurance policy be signed, at the client's own expense, with a higher liability sum.

Beyond the existing general liability limitation, which is equal to the corporate assets of the Partnership company, client claims to compensation in cases of petty negligence and for damages excluding those to life, limb or personal health are limited in sum to a maximum of 10,000,000 EUR. Furthermore, damage claims arising from petty negligence and excluding those involving life, limb or personal health may only be filed in writing within an exemption deadline of one year from the date the authorised claimant became cognizant of the damage, at the latest however within five years of the event upon which the claim is based.

4. Information and explanations issued by the mandated Partnership that are received by telephone are subject to the reservation of later review, and are binding only upon written confirmation.
5. The mandated Partnership is granted permission to facilitate communication by sending data and documents by e-mail. The mandated Partnership draws attention to the fact that security risks may arise during data exchange by email, such as disclosure of the data by third parties, loss of data, virus transmission or delivery errors. The client freely gives specific and informed consent to the transmission of documents and data by encrypted as well as unencrypted email.

6. With regard to the collection, storage, processing and any potential transfer of personal data, the partnership refers to the document „Information about GDPR“ in attachment.
7. Claims to cost reimbursement and the claims of the client raised in the proceedings against the opposing party, the court cashier, or any other third parties liable to make restitution are assigned to the mandated Partnership in the amount of the fee claims of the mandated Partnership, along with the power of attorney to communicate the assignment to the payer in the client's name. The attorneys are exempted from the limitations set in § 181 BGB.

The client authorises the Partnership to pursue the cost settlement procedures and/or the cost determination procedures at the court of the first instance.

8. The mandate is issued without prejudice to the existence of, or obligation to acquire, legal expense insurance. To the extent that the client has legal expense coverage, they must independently observe their duties to the insurance provider to ensure validity of coverage. In the absence of a specific written mandate, including a separate agreement for remuneration, the mandated Partnership will not take action in this respect.

Guetersloh, signed on _____, signed on _____

T/S/C Fachanwaelte fuer Arbeitsrecht

Client