

GGN Pricing Policy and conditions for non-official legal services and additional fees for official legal services for Collections with Online delivery



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1. Clients

1.1 GGN and its affiliated bailiffs shall provide services at the request of and/or under contract from clients that have registered at www.ggn.nl/incasso for online delivery of claims for collection and that GGN has accepted. GGN shall not accept orders from individuals, attorneys, bailiffs, collection agencies or legal advisers based on these rates.

1.2 After registration, delivery of subsequent collection orders and payment transactions shall be handled over the secure MijnGGN website.

1.3 The rates in this Pricing Policy and the maximum cost limit shall apply to clients with up to 500 collection orders. If this number is exceeded, GGN shall make separate contractual agreements with the Client.

2. Rates for non-official legal services

2.1 Definition of non-official legal services

Non-official legal services include activities such as:

- a. debt collection;
- b. consultancy services;
- c. legal assistance;
- d. conducting legal proceedings;
- e. serving summons;
- f. serving as a representative at hearings;
- g. filing and processing applications, appearing in court, as well as all related activities;
- h. handling enforcement orders submitted by litigants or their representatives for enforcement, including collection of resulting funds for the enforcer.

2.2 Basic fee

2.2.1 All cases where GGN creates a file and enters information on the case into its system are subject to a basic fee of €25,00.

2.2.2 GGN shall not charge the basic fee in cases where GGN has collected all or part of the claim and the collection commission (2.3.2) is greater than the basic fee.

2.2.3 In cases where the debtor pays the claims before the final payment date on the letter prescribed by the Dutch Collection Cost Act (the 'WIK letter' or '14-day letter'), the Client shall pay €5,00 for issue of the WIK letter, but not the basic fee.



2.3 Rates for amicable collection activities and legal assistance

2.3.1 'Amicable collection activities' shall mean the work performed to obtain payments for claims.

2.3.2 a) For collection activities, GGN shall calculate the fee based on the amount recovered, according to the Decree on fees for extrajudicial collection costs (the 'Besluit vergoeding voor buitengerechtelijke incassokosten'). For an overview of these fees, please visit www.rechtspraak.nl (Schedule of Extrajudicial Collection Costs ('BIK')). In addition, the Client shall also cover any expenses incurred. GGN shall endeavour to recover the collection costs and expenses from the debtor.

b) The basis for calculation of the amount recovered shall be the total of the principals and interest paid by the debtor, regardless of to whom the payment was made.

c) For legal assistance and/or collection activities that do not fall within the scope of ordinary collection activities (such as extensive consulting or investigation activities), the Client shall owe GGN reimbursement for the expenses incurred and a fee for these activities, determined based on an hourly rate of €119,53 for cases involving amounts up to €5.000 and €154,68 for those involving amounts over €5.000.

2.4 Rates for conducting legal proceedings

2.4.1 'Conducting legal proceedings' shall mean non-official (possibly administrative) services to institute and conduct court proceedings.

2.4.2 For this, GGN shall charge representative fees according to the schedule at www.rechtspraak.nl (fees for cases listed for hearing). In addition, GGN shall apply 50% of one representative fee point for the post-trial representative fee. GGN shall endeavour to recover the representative fee and post-trial representative fee from the debtor.

2.4.3 For legal assistance in court proceedings, the Client shall owe GGN reimbursement for the expenses incurred and a fee for these activities, determined based on an hourly rate of €119,53 for cases involving amounts up to €5.000 and €154,68 for those involving amounts over €5.000.

2.5 Other fees

- a. Information from the basic personal register ('BRP'), social security database ('SVB'), the Information Agency ('IB') and the Employee Insurance Agency ('UWV') €1,69
- b. Standard information from the Trade Register €4,47
- c. Information from the Land Registry €4,22
- d. Vehicle registration information from the Netherlands Vehicle Authority ('RDW') €1,59
- e. Information on source of income (Employee Insurance Agency policy) €1,85
- f. Information on source of income (electronic request for information) €2,53
- g. Consultation of the Digital Seizure Register ('DBR') €1,66
- h. Login code for Case-law quality and innovation programme ('KEI') €1,85
- i. Basic debt recovery information €185,00

GGN shall endeavour to recover these costs from the debtor.

3. Rates for official services

3.1 Official legal services

3.1.1 'Official services' shall mean activities as described in Article 2 of the Dutch Bailiffs Act of 26 January 2001 (the 'Gerechtsdeurwaarderswet'), which came into force on 15 July 2001.

3.1.2 For the performance of official services, GGN shall charge its clients the fees specified in the Bailiff fees decree (the 'Btag'; see www.ggn.nl under conditions and fees). GGN shall endeavour to recover these costs from the debtor.

3.1.3 If, after a written notice, GGN cannot seize movable goods under a warrant of execution because:

- the movable goods are not of sufficient economic value;
- the debtor is not the owner of the movable goods (for instance, because the debtor is the occupant at the address, or merely uses it as a postal address);
- the debtor does not reside at the address; or
- the dwelling is completely empty and vacated.

then GGN shall charge 50% of the Btag rate for the report of seizure of movable goods.

3.2 Additional official services

3.2.1 GGN shall charge the following fees for the services indicated below, not defined in the Btag:

- serving a writ constituting a final demand for payment/interruption of the time limit €91,49
- serving a writ of correction €91,49
- serving a protest of a bill of exchange €174,72
- serving a subpoena €91,49
- serving a writ of appeal against a declaration of bankruptcy €91,49
- serving a writ of summons to attend an onsite inspection €91,49
- completing forms as the sending party €26,10
- hourly rate for drafting a bailiff's inspection report €140,52
- for preparation and filing of a bankruptcy petition or preparation and serving of a prejudgement attachment, we shall charge for the court hours in addition to the applicable writ costs according to the Btag.

3.2.2 If an order to perform an official act in the institution or execution of proceedings is cancelled at the Client's request, or if an official act is cancelled at the Client's request during performance, an hourly fee of €126,53, plus expenses, shall apply.

3.2.3 If an official act in the institution or execution of proceedings cannot be completed due to circumstances arising from incorrect or outdated information that the Client provided to GGN, 50% of the fee specified in the Btag shall be charged.

3.2.4 If the official act, or its preparation or follow-up, exceeds the timeframe specified in the Btag, the Client shall also owe a surcharge in the amount of €31,62 on top of the debtor's fee for every 15-minute period or portion thereof for the attaching bailiff, and a surcharge of €21,15 for every 15-minute period or portion thereof for each staff member allocated.

4. Settlement of costs

4.1.1 If the debtor pays the complete debt including interest and recoverable costs, GGN shall settle these receipts against the incurred expenses and costs as per this Policy. In most cases, this means no further costs will be charged, with the exception of any unusual costs that cannot be recovered or allocated. Any interest on extrajudicial collection costs and/or settled court costs in the receipts shall fall to GGN.

4.1.2 In all cases where a claim appears to be unrecoverable, the Client shall owe GGN reimbursement for expenses incurred and a fee for services rendered, according to the rates set out in this Policy. The representative fee and post-trial representative fee (see 2.4.2) and the recoverable official costs (see 3.1 Btag) are subject to the agreed maximum cost limit of €250,00.

4.1.3 In all cases where the claim is recovered in part, the amounts received shall first be settled against the costs of the services rendered by GGN (in excess of the agreed maximum cost limit). The surplus remaining after deduction of these costs, other expenses incurred and the applicable collection commission (2.3.2) shall fall to the Client. The representative fee and post-trial representative fee (see 2.4.2) and the recoverable official costs (see 3.1 Btag) are subject to the agreed maximum cost limit of €250,00.

4.1.4 The maximum cost limit referred to under 4.1.2 and 4.1.3 shall not apply to:

- o claims previously submitted to another party for collection;
- o claims that have already undergone court proceedings;
- o claims not associated with goods or services provided (such as compensation for damages, overpaid wages);
- o claims related to rent or lease payments arising from lease agreements still in force (current lease);
- o claims arising from credit or the provision of credit;
- o international collections;
- o labour law and transport cases.

All of the above shall be at the full discretion of GGN.

4.1.5 If the claim is disputed, the court costs shall be charged based on the actual hours worked. These costs do not fall under the indicated maximum cost limit, and shall be charged as additional costs. The decision to consider a claim 'disputed' shall be entirely at the discretion of GGN.

4.1.6 If GGN becomes aware of facts or circumstances during processing of a claim that invalidate the agreed maximum cost limit, it shall inform the Client of this. Starting from that time, GGN shall charge all costs according to the rates in this Policy.

5. Rates for debt monitoring

5.1.1 For debt monitoring cases, GGN shall not charge the Client for any costs if nothing is recovered.

5.1.2 If something is recovered however, GGN shall charge the Client the net collection result of the debt monitoring case. This consists of the funds received minus the expenses incurred by GGN (for official and non-official services and/or costs for third-party contractors, as well as expenses paid out). This net collection result shall be divided equally between the Client and GGN.

6. General

6.1 Turnover tax

6.1.1 All amounts/fees specified in this Policy are exclusive of any applicable VAT.

6.2 Indexing

6.2.1 All amounts and fees listed in this Policy shall be indexed annually on 1 January. Indexing shall not apply to the percentages given above, only to the indicated amounts/fees.

January 2019