

# GENERAL TERMS AND CONDITIONS

containing provisions, regulations, collection terms and fees  
for the official and non-official legal practice of



**Groothuis Ligtermoet & Nijhuis**  
Gerechtsdeurwaarders & Incasso

## 1. Definitions

### Groothuis Ligtermoet & Nijhuis:

The private limited liability company Groothuis Ligtermoet & Nijhuis Gerechtsdeurwaarders & Incasso B.V., with its registered office in Hengelo (O) and an additional office in Enschede.

### Official Acts:

The activities referred to in Article 2 of the Dutch Bailiffs Act.

### Non-official Acts:

Activities that do not fall under the definition of official acts.

### Collection Activities:

All activities, other than official acts, aimed at obtaining payment of claims.

### Collected Amounts:

Amounts paid or collected after the assignment has been given to Groothuis Ligtermoet & Nijhuis, whether paid to Groothuis Ligtermoet & Nijhuis, directly to the client, or to a third party. Payments in kind or other performances replacing a monetary amount are also regarded as collected amounts.

### Service Level:

The degree to which Groothuis Ligtermoet & Nijhuis performs its services in relation to the assignment provided to them.

## 2. Service Levels

### *2.1 Collection Phase*

This is the phase in which an assignment is given to Groothuis Ligtermoet & Nijhuis to perform both official and non-official activities aimed at collecting a claim, up until the moment judicial measures must be taken. The activities include:

- assessing the legal, financial, and practical recoverability of a claim;
- sending reminders to the debtor;
- corresponding with the debtor or their representative;
- consulting with the client;
- conducting (summary) asset investigations;
- assessing payment proposals;
- administering, establishing, and monitoring payment arrangements;
- performing collection activities;
- conducting basic settlement negotiations.

Once a claim has been placed for collection with Groothuis Ligtermoet & Nijhuis, the client must immediately refer any debtor who contacts them directly to Groothuis Ligtermoet & Nijhuis. If the client—without consultation or notification—receives payments, agrees to payment arrangements, grants partial or full discharge, withdraws the assignment, or otherwise obstructs the collection activities, the client owes the full collection fee over the entire assigned claim amount.

Payments received directly by the client after the claim has been placed for collection are deemed to be collected by Groothuis Ligtermoet & Nijhuis. Any performance delivered by the debtor or a third party in satisfaction of the assigned claim is treated as payment.

## *2.2 Pre-Litigation Phase*

This is the phase in which an assignment is given to Groothuis Ligtermoet & Nijhuis to perform official and non-official activities after insufficient results were achieved during the collection phase and before actual judicial enforcement measures must be taken. Activities include:

- attempts to reach an amicable settlement;
- determining litigation strategy or necessary judicial measures;
- drafting procedural documents to initiate legal proceedings;
- determining and preparing any conservatory (protective) measures.

## *2.3 Litigation Phase*

This is the phase in which an assignment is given to Groothuis Ligtermoet & Nijhuis to perform official and non-official activities from the moment judicial measures must be taken until the conclusion of the legal proceedings or the support thereof, including:

- a. Initiating Proceedings:  
Performing the procedural initiation acts required by the client, including completing an introductory writ of summons if provided by the client.
- b. Court Roll Attendance:  
Submitting and/or forwarding procedural documents, performing roll actions, and briefly assessing (interim) judgments in relation to the claim, and reporting the outcome to the client.
- c. Hearing Attendance:  
Attending hearings not covered under 2.3(b), where the client requires Groothuis Ligtermoet & Nijhuis to appear to support the parties, act as authorised representative, or otherwise observe, including performing necessary official acts (e.g., drafting and serving a witness summons).
- d. Litigation:  
Conducting judicial proceedings by or under the responsibility of Groothuis Ligtermoet & Nijhuis, including all activities under 2.3(a) through 2.3(c).
- e. Assessment of Judgment:  
Substantively reviewing the judgment in relation to the claim and advising on the possibilities and prospects of filing legal remedies.

## *2.4 Post-Litigation Phase*

This phase applies when a judicial decision or other enforceable title is available and an assignment is given to Groothuis Ligtermoet & Nijhuis to perform official and non-official activities, including:

- a. Service of Documents:  
Serving the enforceable title on the debtor(s) and/or third parties.
- b. Enforcement Acts:  
Performing one or more official enforcement actions pursuant to the enforceable title.

- c. Enforcement-Related Activities:  
All preparatory and operational activities directly or indirectly related to enforcement actions to achieve compliance with the judgment.
- d. Amicable Activities During the Enforcement Phase:  
All non-enforcement activities aimed at achieving compliance, including assessing recoverability, corresponding with the debtor or representative, consulting with the client, conducting asset investigations, evaluating payment proposals, administering and monitoring arrangements, and all other non-explicitly listed activities.

## *2.5 Non-Litigation Phase*

This is the phase in which an assignment is given to Groothuis Ligtermoet & Nijhuis that does not relate to official acts, the collection phase, or the pre-litigation, litigation, or post-litigation phases. Activities include:

- assessing (legal) issues;
- reviewing and drafting documents;
- providing legal advice;
- providing guidance and support;
- conducting auctions and valuations;
- performing all other services requested by the client and offered within the scope of Groothuis Ligtermoet & Nijhuis' business operations.

## **3. Fees for Official Acts**

### *3.1 General*

As a general principle, the fee for an official act corresponds to the debtor tariffs established in the Decree on Fees for Bailiffs' Official Acts (Stb. 2001, no. 325), as referred to in Articles 57(5) and 434a of the Dutch Code of Civil Procedure. Groothuis Ligtermoet & Nijhuis is authorised to have such official acts performed by third parties.

### *3.2 Official Acts*

For official acts performed by Groothuis Ligtermoet & Nijhuis within the service levels described in sections 2.1 through 2.4 (collection, pre-litigation, litigation, or post-litigation phase), the fee is calculated according to section 3.1, provided that:

- the official act does not need to be performed within fewer than three working days from receipt of the assignment;
- the location of the act is not more than 30 kilometres from the offices in Hengelo (O) or Enschede;
- the act does not need to be performed outside normal office hours (08:00–17:00);
- the act does not take place on a Saturday, Sunday, public holiday, equivalent day, before 07:00 or after 20:00.

If any of these conditions (3.2a–c) are not met, Groothuis Ligtermoet & Nijhuis may increase the fee by 50%.

If the deviation relates to the exceptional time conditions under 3.2(d), the fee may be increased by 75%.

### *3.3 Uncompleted or Unsuccessful Official Acts*

If an official act cannot be completed due to circumstances not attributable to Groothuis Ligtermoet & Nijhuis, the firm is entitled to charge 50% of the debtor tariff as specified in the Decree on Fees for Bailiffs' Official Acts (Stb. 2001, no. 325).

### *3.4 Official Acts Without a Statutory Tariff*

If no debtor tariff exists for a requested official act, Groothuis Ligtermoet & Nijhuis charges a fixed fee of €75.00, subject to section 3.5.

### *3.5 Special Provision*

For official acts that do not fall within the service levels of sections 2.1 through 2.4 (i.e., incidental official acts), the fee is calculated in accordance with sections 3.2 through 3.4, provided that:

- the act does not need to be performed within fewer than three working days of assignment;
- the act is not more than 30 kilometres from Hengelo (O);
- the act does not need to be performed outside office hours (08:00–17:00);
- the act does not occur on Saturday, Sunday, public holidays, equivalent days, before 07:00 or after 20:00.

If any of the above requirements are not met (3.5a–c), the fee may be increased by 50%.

If the deviation concerns the time restrictions under 3.5(d), the fee may be increased by 75%.

If Groothuis Ligtermoet & Nijhuis determines that an official act or combination of acts requires an extraordinary amount of work, regardless of time or distance, the firm may deviate from the above tariffs. In that case, a written quotation will be provided within five working days of the assignment.

If special circumstances justify deviation from the pricing provisions in Article 3, Groothuis Ligtermoet & Nijhuis will consult with the client beforehand and provide a quotation.

## **4. Fees for Non-Official Activities**

### *4.1 Office and File Costs*

In all matters where Groothuis Ligtermoet & Nijhuis, due to the nature of the assignment, must create a file and process case information in its administration, a basic fee of €55.00 excluding VAT is charged.

If, based on these terms and conditions, a higher amount of collection or settlement commission is owed due to the work performed by Groothuis Ligtermoet & Nijhuis, this basic fee lapses.

If a lower amount of commission is owed, this basic fee remains payable as a minimum.

#### *4.2 Fees / Hourly Rates (Collection Phase – Section 2.1)*

A rate of €175.00 per hour applies to the handling of disputed claims, based on processing by a (candidate) bailiff with at least five years of experience or a legal professional.

#### *4.3 Collection Commission (Collection Phase – Section 2.1)*

The collection commission amounts to 15% of the collected amounts.

#### *4.4 Fees / Hourly Rates (Pre-Litigation Phase – Section 2.2)*

A rate of €175.00 per hour, based on handling by a (candidate) bailiff with at least five years of experience or a legal professional.

#### *4.5 Fees / Hourly Rates (Litigation Phase – Section 2.3)*

a. Roll Attendance (Section 2.3.b):

- In uncontested cases or matters resolved before the first hearing: 50% of the representative's fee according to the applicable liquidation rate of the Dutch Judiciary Association, with a minimum of €4.00 per roll action and a maximum of €175.00.
- In contested cases: 33% of the representative's fee according to the applicable liquidation rate, with a minimum of €4.00 per roll action and a maximum of €300.00.

b. Hearing Attendance (Section 2.3.c):

A fee of €87.50 per hearing, increased by €15.00 for every 15 minutes that the hearing attendance, document review, and travel time exceed one hour.

c. Litigation (Section 2.3.d):

A rate of €175.00 per hour, based on handling by a (candidate) bailiff with at least five years of experience or a legal professional.

d. Assessment of Litigation Outcome (Section 2.3.e):

A fee of €45.00 per 15 minutes.

#### *4.6 Settlement Commission*

A fee of 4% of the collected amounts.

#### *4.7 Settlement Commission (Post-Litigation Phase – Section 2.4)*

- After Service of Documents (Section 2.4.a): A settlement commission of 5% of the collected amounts, with a maximum of €1,000.00.
- After Enforcement Acts and/or Enforcement-Related Activities (Sections 2.4.b & 2.4.c): A settlement commission of 7.5% of the collected amounts, with a maximum of €1,500.00.
- After Amicable Activities in the Enforcement Phase (Section 2.4.d): A settlement commission of 10% of the collected amounts, with a maximum of €2,000.00.

#### *4.8 Fees / Hourly Rates (Non-Litigation Phase – Section 2.5)*

A rate of €175.00 per hour, based on handling by a (candidate) bailiff with at least five years of experience or a legal professional.

#### *4.9 Third-Party Disbursements*

Any disbursements paid by Groothuis Ligtermoet & Nijhuis to third parties during the performance of an assignment will be passed on to the client, in addition to the fees mentioned in these General Terms and Conditions.

### **5. Deviating Fees and Combined Service Levels**

#### *5.1 Combined Service Levels*

When assignments extend across multiple service levels as described in sections 2.1 through 2.3 or section 2.4, the fees listed in Articles 3 and 4 apply cumulatively.

However, if collection commission is charged, no settlement commission will be charged on the collected amounts.

#### *5.2 Deviating Agreements*

Groothuis Ligtermoet & Nijhuis may enter into written agreements with its clients that deviate from the standard service levels and the corresponding fees.

### **6. Advance Payments**

#### *6.1 Official Acts*

Groothuis Ligtermoet & Nijhuis may, prior to accepting or during the execution of any assignment, require an advance payment equal to the fee referred to in section 3.1.

As long as the requested advance has not been paid, Groothuis Ligtermoet & Nijhuis is not obliged to perform the requested official act.

#### *6.2 Non-Official Acts*

Groothuis Ligtermoet & Nijhuis may, prior to accepting or during the execution of any assignment, require an advance—at its discretion—to cover anticipated costs and/or third-party disbursements.

As long as the requested advance has not been paid, Groothuis Ligtermoet & Nijhuis is not obliged to perform the requested activity.

#### *6.3 Setoff for Advance Payments (Portfolio Level)*

If multiple matters are being handled for a client who is also the creditor, setoff will be applied at the portfolio level for required advances.

A positive balance in one file will be treated as an advance for covering costs and/or disbursements in that file or any other files of the same client.

If, at the portfolio level, total receipts exceed all costs and disbursements owed by the client, there is a positive balance.

In such case, the client is entitled to an interim payment.

If, at the portfolio level, total receipts are insufficient to cover all costs and disbursements, there is a negative balance.

Groothuis Ligtermoet & Nijhuis is then entitled to demand immediate payment of this negative balance without requiring any reminder or notice of default.

If the client fails to settle the negative balance upon first request, Groothuis Ligtermoet & Nijhuis is entitled to suspend all activities across all files.

#### **6.4 VAT**

All amounts mentioned in these terms and conditions are exclusive of VAT.

## **7. Payments**

### **7.1 Payment Term**

All amounts owed by the client are invoiced by Groothuis Ligtermoet & Nijhuis by means of a bill/declaration.

Each invoice must be paid by the client within fourteen (14) days of receipt.

### **7.2 Default**

The client is automatically in default if the invoice is not paid within the term specified in section 7.1. As a result of being in default, the client owes compensation for reasonable extrajudicial collection costs. The calculation of these costs is further detailed in section 7.5.

### **7.3 Setoff**

Groothuis Ligtermoet & Nijhuis is entitled to set off amounts owed by the client against amounts collected by them on behalf of the same client, in the event that an invoice has not been paid on time.

### **7.4 Interest**

All amounts owed to Groothuis Ligtermoet & Nijhuis must be paid within thirty days after the invoice has been sent. If payment is not made within this period, statutory interest is owed from the invoice due date. No distinction is made between interim invoices and final invoices.

### **7.5 Extrajudicial Collection Costs**

#### **7.5.1** If the client qualifies as a consumer:

The amount of compensation for reasonable extrajudicial costs is calculated in accordance with the graduated scale of the Dutch "Decree on Compensation for Extrajudicial Collection Costs", without prejudice to the statutory interest referred to in section 7.4.

**7.5.2** If the client does not qualify as a consumer:

The amount of compensation for reasonable extrajudicial costs is set at a minimum of 15% of the principal sum, without prejudice to the statutory interest referred to in section 7.4.

**7.5.3** For clients as referred to in section 7.5.1, the consequences described in section 7.2 apply only after payment has remained outstanding following a final written reminder sent by Groothuis Ligtermoet & Nijhuis. This reminder must state the consequences of non-payment and must provide a payment term of fourteen (14) days, beginning on the day the reminder is received. No costs are charged for this final reminder.

## **8. Liability**

### *8.1 Exclusion of Liability*

Groothuis Ligtermoet & Nijhuis is not liable for any damage arising from the advice provided by them or from activities performed by them or by third parties engaged by them, unless it is proven that such damage is the result of intent or gross negligence.

### *8.2 Business and Consequential Loss*

Groothuis Ligtermoet & Nijhuis is never liable for business losses or any other consequential damages suffered by the client, unless such damages are acknowledged and covered by the professional liability insurer of Groothuis Ligtermoet & Nijhuis.

### *8.3 Limitation of Liability*

If Groothuis Ligtermoet & Nijhuis is deemed liable despite the provisions in section 8.2, such liability shall never exceed:

- the amount invoiced for the work performed, or
- the amount covered or acknowledged by the professional liability insurer of Groothuis Ligtermoet & Nijhuis, whichever is higher.

## **9. Amendments**

### *9.1 Authority to Amend*

Groothuis Ligtermoet & Nijhuis is at all times authorised to amend or supplement these terms and conditions, in whole or in part.

### *9.2 Binding Effect*

Any amendments and/or supplements to these terms and conditions are binding on all parties as of the day they are filed with the Chamber of Commerce in Enschede.

## **10. Applicability of the Terms and Conditions**

### *10.1 Applicability*

These general terms and conditions apply to all agreements entered into with Groothuis Ligtermoet & Nijhuis.

### *10.2 Exclusion of Other Conditions*

General terms and conditions — regardless of their title or form — used by clients do not apply and are expressly rejected by Groothuis Ligtermoet & Nijhuis.

## **11. Applicable Law**

The legal relationship between the client and Groothuis Ligtermoet & Nijhuis is governed exclusively by Dutch law.

## **12. Filing**

These terms and conditions have been filed by Groothuis Ligtermoet & Nijhuis with the Chamber of Commerce in Enschede and take effect on the date of filing.

Groothuis Ligtermoet & Nijhuis  
Bailiffs & Collections B.V.

1 January 2025