



## **RATES FOR CROSS-BORDER CLAIMS**

Differences in language and culture, but particularly the differences in legislation, make debt collection abroad more complex. However, Bierens Debt Recovery Lawyers employs its own international attorneys and paralegals from the eleven largest European economies at its offices in Europe. This is why Bierens Debt Recovery Lawyers provides a complete solution to all your debt collection problems in Europe. Our international lawyers also speak English, in addition to their own native language.

### **>10 cases per year?**

If you have an average of more than ten debt collection cases per year, with an average principal amount of more than €7,500, you may qualify for efficiency benefits. Please get in touch with us, so that we can provide you with a bespoke commercial proposal.

#### **A. Extrajudicial debt recovery: based on No Win, No Fee**

##### **1. The debtor pays at least the principal amount**

The file will be settled in such a manner that, after deduction of our fee, you will be left with at least 85% and a maximum 100% of the principal amount. The exact percentage depends on whether and, if so, how much, interest and collection costs we have been able to recover from the debtor. Legislation regarding that issue varies per country. It is our mission to recover as much of the costs from the debtor as possible. Usually we collect these additional costs, so that on average 95% of the principal amount can be paid out. In many Western European countries this is often even 100%.

##### **2. The debtor pays less than the principal amount (for instance in the event of a dispute or insolvency)**

If, in the end, the debtor does not pay your entire claim (for instance, due to a dispute or in the event of an insolvency) we will charge you a fee in accordance with the graduated scale below over the principal amount paid by the debtor after you instructed us to recover your claim. In addition, we will charge basic costs of €185.00 excl. VAT, which include costs of excerpts, translation costs (non-official), and the costs of obtaining a credit report.

Over the first €25,000.00	15%
Over the amount above up to €50,000.00	12.5%
Over the amount above up to €100,000.00	10%
Over the amount above	8%

##### **3. The debtor pays nothing**

If we do not collect anything, then we will not charge you our fee, but merely pass on our basic fee of €185.00 excl. VAT. You will also receive a credit report which will partly substantiate our conclusion your claim cannot be collected (for instance, due to bankruptcy), or why legal proceedings are not advisable (for instance, because the costs outweigh the potential benefits).

##### **4. Principal amount less than €3,000.00**

If your claim has been partially or fully paid, then an additional basic fee of €125.00 excl. VAT will be charged. The fixed costs of an international file are such that we have to charge these extra costs to collect a small claim cost-effectively.

**5. Invoices older than twelve months on average**

In the event that the transferred invoices are older than twelve months on average, the obtained funds will be attributed proportionally to the capital sum on the one hand, and the interest and debt recovery costs on the other hand. You will then receive the percentage of the capital sum that has been paid. In calculating the beforementioned amount, the interest will amount to 1% per month and the debt recovery costs will amount to 15%.

**B. Judicial debt recovery**

**1. Fee for a default judgment (no defence)**

If, despite our repeated written and telephone demands, the debtor does not proceed to effect payment, then we will advise you regarding the subsequent course of action.

This can be an advice to close the file, for instance because of negative credit information or because the costs outweigh the benefits.

It may also be that we advise you to conduct accelerated proceedings or common proceedings in your own country or in the country of your debtor.

In the afore-mentioned situations, we will ask you in writing whether or not you wish to receive advice regarding litigation. If you would like to receive legal advice, then we will research which court has jurisdiction, in which country, and which law will apply to the said matter. We will also advise you which legal proceedings are most suitable for your claim. In addition, we will explain how these legal proceedings work and how much they will cost.

For conducting the legal proceedings, we will charge a previously indicated hourly fee or a fixed amount, so that you always know in advance what to expect. We can also agree to a contingency fee. For most accelerated proceedings abroad, this is a fixed sum of €825.00 excl. VAT, plus third-party costs. Of course, we will recover as much of these costs from the debtor as possible.

In most cases, if the claim is awarded by the court and the debtor satisfies the judgment, then the file will be settled in such a manner that after deduction of our costs you will be left with 85% to 100% of the principal amount. This partly depends on how much interest and costs will be awarded, as this varies per country.

**2. Fees for contentious proceedings**

For legal proceedings, we will usually be able to agree upon a fixed fee for the entire proceedings, so that you know what to expect. An agreement based on a contingency fee is also an option. These costs will be recovered from the debtor as much as possible. If your claim is fully awarded by the court and the debtor satisfies the requirements of the judgment(s), then we expect to be able to settle the file in such a manner that, after deduction of the costs, you will be left with 85% to 100% of the principal amount. For smaller claims, this percentage will not always be feasible.

We will always request your written permission before carrying out any activities based on an hourly fee or a fixed fee.

**C. Returned goods**

Our aim is always to get your outstanding invoices paid. In some cases, however, we do not succeed, for example due to the debtor's insolvency. To limit the damage to your business, we can assist you by recovering your goods. You will then pay €185 in basic costs and 10% over the invoice value of the returned goods.



**D. Costs in case you decide to withdraw your collection case**

If you withdraw your case, or if we are otherwise prevented by you from continuing the case, we are entitled to send you an invoice for the interest and costs as we have charged them to the debtor. Under particular circumstances, strict application of this could lead to unreasonable results. However, it is entirely up to us to moderate our invoice if necessary.

**E. Extent of the claim**

Starting a collection case against one of your debtors requires a clear description of the matter that Bierens needs to handle on your behalf. As such, we need to have a full disclosure of the receivables outstanding at the date of handover of a collection file, regardless of the nature (contractual and/or non-contractual).

In the event that only part of the invoices has been handed over for collection, and no agreement has been made in respect of the other invoices outstanding at the time of the handover of the file, the invoices of which we were not informed will still be subject to the instructions we received that we received regarding the invoices outstanding that were initially handed over for collection from your debtor.

**TERMS AND CONDITIONS FOR CLAIMS, AT HOME AS WELL AS ABROAD**

1. The above rates do not apply to claims which have been handled in the past by another debt recovery intermediary.
2. The recovered amount is considered to be all that is recovered after we have sent our first demand letter and/or order confirmation, regardless of who has made the effort and irrespective of when the debt recovery is terminated. Alternative compensation will also be regarded as a received payment.
3. Our debt recovery attorneys work in accordance with the guidelines as set out by the Association of Debt Collection Lawyers (VIA), in accordance with the code of conduct of the Dutch Law Association (NOvA), and the Code of Ethics of the International Association of Commercial Collectors (IACC).
4. In order to settle files swiftly, by instructing Bierens Debt Recovery Lawyers to collect your claim, you give us permission to apply the moneys paid by the debtor into the Bierens Debt Recovery Lawyers clients' account (Stichting Dergengelden Bierens Incasso Advocaten) to payment and settlement of (third party) invoices, legal fees, and costs. Our firm may send interim (third party) invoices if necessary.
5. We are at all times entitled to send you an invoice in accordance with the present policy, for all that is recovered after we have sent our first demand letter and/or order confirmation. Our office can invoice the basic fee at any time.
6. Any liability is limited to the amount paid out under our firm's professional liability policy in the matter concerned, to be increased by the deductible excess under the applicable policy conditions.
7. The contractual relationship is governed by the laws of the Netherlands. Any disputes shall be referred to the competent Court in Amsterdam, Netherlands. Unilaterally, Bierens has the choice to file a claim for the recovery of any due fees with the court where the client is established, in alternative to the default jurisdiction.



**CONSULTANCY PRACTICE FEES AND FEES FOR DISPUTED CLAIMS**

Our law firm has specialised in handling all B2B claims, from small undisputed claims to substantively disputed and legally complex claims abroad. All lawyers have developed their own area of expertise, which is why we have experts in the fields of insolvency law, law of obligations, transport law, construction law, contract law and private international law. If you would like to receive advice in any of these areas of law, for instance, because your claim is disputed, then we will agree an hourly fee in advance. It is also possible to work with fixed amounts for a comprehensive advice or for the potential proceedings, so that you know what to expect. This is because the code of conduct for the legal profession prohibits No Win, No Fee for disputed claims and legal advice. We can also agree to a contingency fee though.

Client's agreement

The client hereby agrees that the claims against debtors, handed to Bierens Debt Recovery Lawyers for recovery, will be dealt with in accordance with the above-mentioned rates and terms.

Signatory's Name \_\_\_\_\_  
Employed by (name of organisation) \_\_\_\_\_  
Place (city/town) \_\_\_\_\_  
Postal code \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

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