

Conditions of collection No cure no pay

Orders are accepted by INC zakelijk (kvk: 73064165) hereinafter referred to as "the Collection Company" which trades the brand Collection Company under a license issued by CM TM B.V.. The service agreement is subject to general terms and conditions, which can be found at www.collection-company.com/terms-and-conditions.

1. Applicability

The terms and conditions below apply to individual orders submitted through the website and as long as they do not deviate from other rate agreements and terms and conditions confirmed in writing by the Collection Company, including a service agreement or a promotion. Terms and Conditions In addition to these Terms and Conditions, all orders are subject to the General Terms and Conditions of the Collection Company, which can be found at www.collection-company.com/terms-and-conditions. A copy of the General Terms and Conditions will be sent to you free of charge on request.

2. 24/7 Online access

Via the Online Cockpit you can follow the progress of your files 24/7, report new claims, place comments and submit payments. Execution of assignment. We claim the submitted principal amount from your debtor increased by interest, 15% collection costs, administration costs and possible information costs.

3. No Cure No Pay

No cure no pay collection applies only to amicable collection. Your individual assignment will be handled on a no cure no pay basis. If we do not recover anything, you will only owe a fee of € 37 for the costs incurred. So no commission or handling fee. In case of collection, a percentage of each payment will be charged to you according to the following scale with a minimum of € 37,-. For the first 2.950 euro 15%, for the remainder up to 5.900 euro 10%, for the remainder up to 14.570 euro 8%, for the remainder up to 59.000 euro 5%, for the remainder above 59.000 euro 3%. All amounts collected in excess of the principal amount belong to the Collection Company. Payment by debtor. All payments made directly to you or to the Collection Company after the Collection Company has commenced the collection work or has confirmed the assignment are regarded as payment. The following are regarded as payment: a set-off of the claim, a credit or return for services rendered (according to objective standards) or a consideration taken by you.

4. Exceptions

If you revoke a debt collection assignment, make a payment arrangement or settlement outside of the Collectin Company, leave the Collecting Company without any notice or have provided the Collecting Com[any with incorrect information concerning the debt, arrange or collect the payment yourself, do not give the Collecting Company permission to recover the interest and collection costs from the debtor or stand in the way of further collection, the collecting company will charge you a 15% commission on the entire principal amount set for collection and all other costs incurred.

5. Obligations of the Principal.

You must inform the Collection Company of any payments, correspondence or other contacts between you and the debtor. Contact with the debtor should be limited as far as possible after the claim has been passed on.

In any case, no appointment with the debtor will be made by you until after consultation with the Collection Company. On request, the Collection Company will require a copy of all relevant documentation to which the claim relates.

6. Contestation

If a claim is disputed, an assessment will be made of the dispute. If this does not stand, the collection process will be continued. The Collection Company will decide if the claim is disputed on the merits. If it is, then the No Cure No Pay method is no longer applicable and the Collection Company will contact you to discuss possible further steps.

7. Judicial collection

If your debtor refuses to pay after an intensive amicable process you will receive a detailed proposal from us free of charge with the possibilities for judicial collection. The Collection Company takes care of the entire legal and bailiff process so that your collection can be continued without problems.

8. Debt monitoring

The Collection Company offers debt monitoring, whereby the recovery position of your debtor is monitored after the conclusion of the amicable process and, if possible, the claim is collected in whole or in part. In the event of payment, the amount received will be divided equally between you and the debt collection agency. You indicate yourself whether you wish to make use of this option.