



hafkamp groep



# General terms and conditions

Version 2025.1



These general terms and conditions apply to all services and offers provided by Hafkamp Groep B.V.

The following entities are part of Hafkamp Groep B.V.:

- Hafkamp Gerechtsdeurwaarders B.V.
- Drechtsteden Gerechtsdeurwaarders B.V.  
(both operating under the trade name *Hafkamp Groenewegen Gerechtsdeurwaarders*)
- Van Schendel en Partners B.V.

## A. Definitions

### Article 1 – Definitions

In these terms and conditions, the following definitions apply:

1. "Hafkamp": all entities that are part of the Hafkamp Groep B.V.
2. "Client": the (legal) person who instructs Hafkamp to perform services, regardless of whether the instruction is given on their own behalf or on behalf of another. The following types of clients are distinguished:
  - o Intermediaries: attorneys, debt collection agencies, and bailiffs;
  - o Government Bodies: all public and semi-public entities, organizations, and institutions;
  - o Advisors: parties considered by Hafkamp to be legal advisors or companies/institutions with their own legal department;
  - o Other Clients: all clients who do not fall under intermediaries or advisors.
3. "Debtor": the (legal) person against whom the action requested by the client is directed.

## B. General Provisions

### Article 2 – Scope of Application

These terms and conditions apply to and form an integral part of all agreements and proposals relating to services in the field of:

- debt collection;
- the performance of official acts and other services as defined in the Dutch Bailiffs Act (Gerechtsdeurwaarderswet);
- legal proceedings, legal analysis, and advice by Hafkamp's legal staff;
- mediation;
- home visits;
- debtor management;
- debt monitoring;
- training courses and workshops;
- factual findings and statements;
- secondment;
- inbound and outbound calls handled by the Client Contact Center (KCC);
- any other services requested by the client and offered by Hafkamp.

### Article 3 – Deviating Provisions

Any deviations from these terms and conditions must be agreed in writing. Such deviations do not entitle the client to derive any rights for future legal relationships. If Hafkamp does not exercise one or more rights to which it is entitled under these terms and conditions during a certain period, the client may not derive any rights for the future from such conduct.

### Article 4 – No Obligation to Accept Assignments

4.1 Hafkamp – specifically any bailiff associated with one of its offices – can never be obliged to accept a collection or other assignment, except insofar as required by its legal duty (Article 11 of the Dutch Bailiffs Act).

4.2 Acceptance of any assignment shall always be confirmed in writing. Hafkamp reserves the right to decline any assignment without stating reasons.



4.3 Hafkamp also reserves the right – except where bound by its statutory duties – to return an assignment if its execution would involve actions contrary to the law, applicable regulations, obligations under certifications or quality marks such as the Social Responsible Credit Management (SRCM) certification, public order, morality, reasonableness and fairness, or which could harm the good name of Hafkamp. Hafkamp shall not be liable for any direct or indirect damages suffered by the client as a result of the return of such an assignment.

#### *Article 4a – SRCM: the Standard for Social & Responsible Credit Management*

4a.1 Hafkamp applies the SRCM norm by ensuring that the debtor has a realistic perspective on resolving their debt, and the client maintains a clear outlook on recovery. More information is available at [www.srcm-certificering.nl](http://www.srcm-certificering.nl).

4a.2 Assigned work and agreements (except for one-off official acts) are assessed against the SRCM norm.

4a.3 Hafkamp does not accept assignments where the proposed approach is clearly in conflict with the letter or spirit of the SRCM norm.

4a.4 Hafkamp reserves the right, during the execution of assignments, to choose a balanced approach in accordance with the SRCM guidelines. In cases of problematic debt situations, Hafkamp will adapt its approach to avoid aggravating the debtor's financial position.

4a.5 Hafkamp maintains control over the actions taken and weighs both the client's interests and the debtor's situation when determining the priority and intensity of official measures.

#### *Article 5 – Amendments to the General Terms and Conditions*

Hafkamp reserves the right to amend these general terms and conditions. Amendments are binding upon the parties from the date of filing with the Chamber of Commerce and do not affect the validity of other provisions.

#### *Article 6 – Battle of Forms*

Any general terms and conditions used or referenced by the client are expressly rejected by Hafkamp, unless explicitly and in writing accepted by Hafkamp. In the event of any inconsistency or conflict between such conditions and the provisions of the assignment, these terms shall prevail, unless otherwise agreed in writing.

### **C. Duration of the Agreement**

#### *Article 7 – Duration of the Agreement*

7.1 Agreements are entered into for an indefinite period, unless expressly agreed otherwise in writing.

7.2 Either party may terminate the agreement in writing after one year, observing a notice period of three months, unless otherwise agreed in writing.

7.3 Hafkamp remains entitled, even after termination, to continue handling previously assigned work in accordance with these general terms and conditions until such work is fully completed.

7.4 Hafkamp may terminate any agreement immediately and without notice if the client acts in breach of one or more provisions of the agreement or these general terms and conditions.

### **D. Termination of the Agreement**

#### *Article 8 – File Closure*

8.1 Upon completion of the assigned work, Hafkamp shall return all documents handed over by or on behalf of the client.

8.2 Hafkamp may suspend this obligation until the client has fulfilled all obligations towards Hafkamp, particularly payment obligations.



## D. Debt Collection

### *Article 9 – Assignment*

When the client instructs Hafkamp to collect a claim, the client authorizes Hafkamp to perform, in the client's name, all collection and legal actions it deems necessary and/or useful. Unless otherwise instructed, this authorization includes, among others:

- contacting the debtor in writing, electronically, or by telephone, including sending the statutory pre-collection notice as required by the Dutch regulation on extrajudicial collection costs;
- charging statutory interest and costs to the debtor;
- receiving payments;
- agreeing to a reasonable and sustainable payment plan or other resolution, considering the circumstances;
- initiating legal proceedings;
- filing for bankruptcy.

### *Article 10 – Advance Payments and Interim Invoicing*

10.1 Without prejudice to Article 11(b) of the Dutch Bailiffs Act and Article 12(1) of the Dutch Regulation on Bailiff Fees (Btag), Hafkamp is entitled to charge an advance for work to be performed or for third-party costs to be pre-financed, either before accepting or during execution of the assignment.

10.2 Hafkamp may invoice statutory fees and third-party costs to the client on an interim basis.

10.3 If Hafkamp is handling multiple cases for a client, it may allocate a positive balance in one case as an advance for other current or future cases, unless agreed otherwise in writing.

10.4 Hafkamp is entitled to suspend execution of the assignment without notice if the advance is not paid.

10.5 Any advance will be settled at the end of the assignment. Hafkamp may also issue interim invoices.

10.6 No interest is payable by Hafkamp on advances received.

### *Article 11 – Payment*

11.1 A payment is deemed to have occurred when the debtor pays (part of) the debt to Hafkamp, directly to the client, or to a third party on the client's behalf. Also deemed a payment is any accepted counterperformance, claim settlement, or returned goods.

11.2 Payments will first be applied to costs incurred by or on behalf of Hafkamp, then to interest, and finally to the principal amount.

### *Article 12 – Client Interference*

If the client withdraws the assignment, makes a settlement or payment arrangement without Hafkamp's involvement, ceases further collection efforts, or fails to provide instructions, Hafkamp is entitled to charge the full collection fee as if the entire amount had been collected.

### *Article 13 – Client Liability*

13.1 Where there are multiple clients, each is jointly and severally liable for fulfilling the obligations.

13.2 This joint liability also applies if the assignment is made on behalf of a third party without submitting a power of attorney; in such case, the assignor and the third party are both considered clients.

13.3 All actions and legal measures are carried out at the expense and risk of the client(s).

### *Article 14 – Engagement of Third Parties*

If a collection assignment is submitted without specific instructions, Hafkamp may engage third parties (e.g., lawyers, locksmiths, movers, information providers) for purposes such as litigation, unlocking premises, evictions, or providing information. The resulting costs shall be borne by the client.



## F. Other Services

### *Article 15 – Other Services*

15.1 In addition to debt collection assignments, Hafkamp offers stand-alone services that do not involve official acts, collection work, or litigation as described in Article 2 of these terms.

15.2 Unless explicitly agreed otherwise, these general terms and conditions also apply to such services.

## G. Fees

### *Article 16 – Fee Regulations*

16.1 The fees that Hafkamp may charge are outlined in the “**Hafkamp Fee Regulations**”, which form an integral part of these general terms and conditions. Reference is always made to the most recent version of these regulations.

16.2 A copy of the Hafkamp Fee Regulations will be provided to the client upon request. The regulations are also available at [www.hafkamp.nl](http://www.hafkamp.nl).

16.3 These fees apply only to services rendered by Hafkamp within the Netherlands. Separate fees apply for services rendered abroad, which will be provided upon request.

16.4 All fees are exclusive of VAT, unless expressly agreed otherwise in writing.

16.5 Hafkamp reserves the right to amend its non-statutory fees at any time. In such cases, the client may choose to terminate the agreement or continue under the new fee schedule.

16.6 The client has no right to terminate the agreement if a fee change results from a government measure or regulation imposed by the Royal Dutch Association of Bailiffs (KBvG). For example, if the KBvG increases the supervisory fees charged to Hafkamp, Hafkamp may pass these fees directly to the client, who may not terminate the agreement as a result.

## H. Settlement

### **Article 17 – Setoff and Settlement**

17.1 To prevent the full balance of funds on Hafkamp's escrow account(s) from being handed over to the trustee in the event of the client's bankruptcy, the client grants Hafkamp an irrevocable mandate to set off all amounts due to Hafkamp (fees, costs, and expenses including VAT), whether due or not, against funds received in any of the client's cases, both before and after the bankruptcy date.

17.2 An explicit declaration of setoff by Hafkamp is not required; it shall be deemed to have occurred automatically.

17.3 Hafkamp's records serve as the basis for calculating the breakdown of amounts held on the escrow account and constitute conclusive evidence.

17.4 Periodic statements or overviews sent to the client, including those made available via the client portal or otherwise, shall constitute a statement of setoff of fees, costs, and expenses (including VAT) against the amounts received in the escrow account.

17.5 Once a collection assignment has been given, it is assumed that the client has had access to such data via the designated client portal, unless proven otherwise.

17.6 The client irrevocably agrees that the allocated funds may be transferred from Hafkamp's escrow account to its office account.

17.7 The client and/or trustee is not entitled to claim the full balance of the escrow account. Only the remaining balance, after the transfer described in paragraph 6, shall be paid out by Hafkamp.

## I. Payment

### *Article 18 – Payment Term*

All invoices issued by Hafkamp must be paid in full, without any deduction or setoff, within 14 days of the invoice date.



## *Article 19 – Consequences of Late Payment*

19.1 If the payment term of 14 days is exceeded, the client will be in default without the need for a notice of default. Hafkamp is then entitled to charge 1% interest per month on the outstanding amount from the due date until full payment.

19.2 Upon default, the client shall also owe 15% collection costs calculated over the total amount due, with a minimum of €42.50. If the client is a natural person not acting in a professional or business capacity, the rates under the Dutch Decree on Compensation for Extrajudicial Collection Costs apply.

19.3 Hafkamp is further entitled to suspend the assignment and take collection measures against the client.

## *Article 20 – Payment Allocation*

20.1 Regardless of any instructions from the client, payments will first be applied to extrajudicial and/or legal and enforcement costs owed to Hafkamp, then to interest, and finally to the oldest outstanding principal.

20.2 Hafkamp is entitled to offset outstanding invoices against any funds it holds on behalf of the client, for any reason.

## *Article 21 – Objection*

The client may submit objections only in writing (by post or electronically) and with substantiation. Such objection must be received by Hafkamp within 14 days of the invoice date and does not suspend the client's obligation to pay the invoice on time and in full.

## **J. Client Obligations and Liability**

### *Article 22 – Client's Authority*

By instructing Hafkamp, the client declares to be authorized to enter into an agreement with Hafkamp.

### *Article 23 – Duty to Inform*

23.1 The client must promptly inform Hafkamp if they receive a payment, issue a credit note, receive returned goods, or become aware of any other development that may affect the assignment.

23.2 The client shall provide all documents necessary for the collection assignment.

23.3 If the client receives additional documents or information after the assignment has been submitted, they must forward them to Hafkamp without delay.

23.4 The client must indicate for each assignment whether the claimant is entitled to recover VAT. If not stated, Hafkamp may assume VAT recovery is possible.

23.5 If the client fails to meet the above obligations, Hafkamp may suspend performance of the assignment. Any resulting additional work and/or costs will be charged to the client, including damage and/or costs caused by actions based on incorrect or incomplete information.

### *Article 24 – Confidentiality*

The client must keep all information provided by Hafkamp in connection with a collection assignment strictly confidential and must not disclose it to third parties.

### *Article 25 – Cease Own Collection Activities*

After transferring a collection assignment to Hafkamp, the client shall refrain from carrying out any further collection or legal actions themselves for the same claim.

### *Article 26 – Submission of Multiple Assignments*

If the client wishes to submit multiple claims for collection, they shall make reasonable efforts to submit them in a format suitable for digital processing, in accordance with Hafkamp's instructions and guidelines.



## K. Hafkamp's Liability

### *Article 27 – Best-Efforts Obligation*

27.1 Hafkamp's obligations are best-efforts obligations. Services are provided to the best of its ability, but Hafkamp does not guarantee specific results within a particular timeframe. Hafkamp cannot be held liable for the outcome of a collection process.

27.2 All actions are carried out entirely at the expense and risk of the client.

27.3 Hafkamp is not liable for the consequences of unjustified claims submitted for collection, nor for decisions made based on investigations or reports that later prove to be incorrect.

27.4 By accepting and handling assignments, Hafkamp excludes all liability. The client indemnifies Hafkamp against any claims or damages arising from third parties in relation to the execution of the assignment.

### *Article 28 – No Liability for Intent or Gross Negligence*

Hafkamp is not liable for damages resulting from errors, negligence, or omissions by its staff or by third parties acting on its behalf, except in cases of intent or gross negligence.

### *Article 29 – Force Majeure*

29.1 Hafkamp shall not be liable for any damages resulting from force majeure. Force majeure includes any circumstance beyond Hafkamp's control that temporarily or permanently prevents performance of the agreement.

29.2 Examples include war, civil unrest, strikes, transportation issues, fire, technical or computer failures, or serious disruptions within Hafkamp or its partners.

29.3 In the event of force majeure, Hafkamp may either suspend the assignment or dissolve the agreement (to the extent not yet performed), without any obligation to pay damages.

### *Article 30 – Financial Losses*

30.1 Without prejudice to Article 28, Hafkamp and its bailiffs are never liable for any amount exceeding the insured amount under its professional liability insurance.

30.2 Any liability is limited to the amount actually paid out under the applicable insurance, less any deductible.

30.3 Hafkamp does not accept liability for currency losses.

## L. Personal Data and Confidentiality

### *Article 31 – Personal Data and Confidentiality*

31.1 Hafkamp declares that it handles personal data in full compliance with the General Data Protection Regulation (GDPR), ensuring confidential and careful processing.

31.2 The purpose of processing personal data is to operate a bailiff practice, including both official and non-official services.

31.3 Upon receipt of a collection assignment, Hafkamp becomes the data controller and acts within the framework of the Dutch Bailiffs Act and other applicable regulations.

31.4 Hafkamp does not share personal data with third parties unless required to fulfil the client's assignment.

31.5 If Hafkamp engages third parties to process personal data on its behalf, it will, if legally required, enter into a processing agreement that includes sufficient technical and organizational safeguards.

## M. Final Provisions

### *Article 32 – Applicable Law*

All agreements and disputes between Hafkamp and the client are governed by Dutch law.

### *Article 33 – Competent Court*

The Dutch courts have exclusive jurisdiction over all disputes between Hafkamp and the client.



## *Article 34 – Filing*

These general terms and conditions, as well as the Hafkamp Fee Regulations, have been filed with the Dutch Chamber of Commerce. The most recent version is available at:

[www.hafkamp.nl](http://www.hafkamp.nl)



# hafkamp groep

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