

## General Terms and Conditions 2021

### **Caminada & Van Leeuwen Gerechtsdeurwaarders & Incasso B.V. in Alphen aan den Rijn CoC number 50980076**

#### **1. Definitions:**

- 1.1 **CVL:** the private company with limited liability **Caminada & Van Leeuwen Gerechtsdeurwaarders & Incasso B.V.**, with (registered) offices in (2404 HN) Alphen aan den Rijn at Ondernemingsweg 2 d.
- 1.2 **Client:** clients who grant CVL a contract and with whom CVL has subsequently concluded an agreement.
- 1.3 **Intermediary:** a client who performs professional legal or collection activities, including lawyers, bailiffs, legal aid insurers, collection agencies, and associated companies.
- 1.4 **Debtor:** the legal entity or person for which or whom the execution of the (enforceable) title and/or the collection takes place.
- 1.5 **Third parties:** all other legal entities or persons, not including intermediaries, clients, judicial executor(s), and judgement debtor(s).
- 1.6 **Official acts:** all work instructed to the (candidate) bailiffs by or pursuant to the Act. (as set out in Article 2 of the Dutch Act on Judicial Officers of 26 January 2001, which came into force on 15 July 2001).
- 1.7 **Non-official acts:** all other work, not including official work, to be performed by CVL which has not been explicitly instructed to (candidate) bailiffs by or pursuant to the Act, including collection work, providing advice, granting legal aid, conducting judicial proceedings, issuing summons, attending court hearings, and associated work.
- 1.8 **Trust account:** the bank account within the meaning of Article 19 of the Dutch Act on Judicial Officers, which is exclusively intended for funds held by CVL in relation to its work as a bailiff firm.
- 1.9 **Disbursements:** (out-of-pocket costs) external costs in relation to the contract which are not part of the own income of CVL, such as advertising costs, information costs, court fees, lawyer fees, locksmith costs, eviction team costs, and the like.
- 1.10 **KBvG:** the Koninklijke Beroepsorganisatie van Gerechtsdeurwaarders [Royal Professional Organisation of Judicial Officers in The Netherlands].
- 1.11 **Collected amount(s):** amounts, irrespective of the party making the payment, are all amounts paid directly to CVL, the claimant and/or the intermediary. A performance undertaken by the debtor vis-à-vis the client and accepted by the client, compensation of claims, or the return of delivered goods will be considered equivalent to a collected amount.
- 1.12 **Title:** any title as referred to in Article 430 of the Dutch Code of Civil Procedure

## **2. Applicability:**

2.1 These general terms and conditions govern all offers by and agreements with CVL and the work (to be) performed by or on behalf of CVL, unless otherwise agreed in writing.

2.2 General terms and conditions of the client.

The general terms and conditions of the client do not govern agreements with CVL.

2.3 Deviations.

Any deviations from these conditions will be agreed in writing. No rights can be derived for any legal relationships entered at a later time from such deviations. If CVL has not (fully) exercised one or more of its rights arising from these conditions during a given period, the client cannot derive any rights from this for the future.

2.4 Amendments.

CVL reserves the right to amend its general terms and conditions. Any amendments will be binding to the parties from the day on which they are filed with the Chamber of Commerce in Rotterdam and will not affect the other provisions.

### **3. Acceptance and conclusion of agreements:**

#### 3.1 Offer.

All offers made by CVL in whatever form are non-binding and will only serve as an invitation to grant a contract, unless indicated otherwise in writing.

#### 3.2 Manner of acceptance.

A contract granted to CVL will be considered accepted and will be binding if confirmed in writing to the client by CVL, or if CVL has started with the implementation of the contract.

#### 3.3 Start of the contract.

CVL will in any case have started with the implementation of the contract at the moment CVL has acted as a contractor vis-à-vis third parties.

#### 3.4 Acceptance obligation.

Without prejudice to its ministerial duty pursuant to Article 11 of the Dutch Act on Judicial Officers, CVL can never be required to accept collection work or other activities.

#### 3.5 Revoking the contract.

Without prejudice to its ministerial duty, CVL will have the right to revoke the contract after acceptance if its implementation requires work in violation of legal provisions or other regulations, of obligations that arise from certificates or labels observed by CVL, of moral principles, of public order, of principles of reasonableness and fairness, and/or may harm the reputation of CVL. Contracts can also be revoked if their implementation could lead to CVL violating provisions that arise from certificates or labels observed by CVL. CVL is not liable for any direct or indirect damage incurred by the client by CVL revoking the contract.

#### 3.6 Applicable regulations and code of conduct.

CVL will observe the applicable regulations during the implementation of its work, including the code of conduct for (candidate) bailiffs.

#### 3.7 Rights of third parties.

Third parties cannot derive any rights from a contract, from the content of the work performed, and from the manner in which the contract has been implemented.

#### **4. Implementation and cooperation:**

##### 4.1 Powers.

By granting the contract, the client declares to have the right to conclude an agreement with CVL.

##### 4.2 Risks of the client.

All work will always be performed at the risk and account of the client.

##### 4.3 Joint and several liability.

If a contract is granted by one or more client(s), each client will be jointly and severally liable vis-à-vis CVL.

##### 4.4 Provision of information.

The client will provide CVL with all information and documents needed for the proper implementation of the agreement on time, failing which CVL has the right to suspend the implementation of the contract and charge the corresponding costs to the client.

##### 4.5 Notification requirement of the client.

The client will immediately inform CVL of any changes that may affect the proper implementation of the contract, such as timely reporting any payments received, returned goods, and the provision of a credit invoice by the client. Insofar as this results in work and/or costs, these will be at the expense of the client. This also applies to damage and/or costs that are the result of work performed by CVL based on the information provided by the client which is later to be found incorrect or incomplete.

##### 4.6 Turnover tax.

The client must for each contract indicate whether the applicant/claimant can settle turnover tax, failing which CVL has the right to assume the option to settle turnover tax exists.

##### 4.7 No actions by the client.

The client will not carry out any collection and/or judicial activities concerning the transferred claim after granting the (collection) contract.

##### 4.8 If the client revokes a collection contract, concludes a payment plan or settlement with the debtor

without the involvement of CVL, refrains from continuing with the collection of the claim, or fails to inform CVL without a notice of default, CVL has the right to charge the collection costs on the transferred collection claim as if the claim has been collected in full.

##### 4.9 Best-efforts obligation.

CVL exclusively has a best-efforts obligation when providing its services, and is thus not subject to a results-obligation.

##### 4.10 No guarantees.

CVL will carry out the contract to the best of its insight and ability and in accordance with the requirements of good craftsmanship, but does not guarantee that a desired result will actually be achieved at a determined time.

#### 4.11 Hiring third parties.

CVL has the right to hire third parties, such as a lawyer, locksmith, or moving company, for example to conduct judicial proceedings, to open locks, to vacate homes, and the like if CVL considers this necessary for the proper implementation of the agreement. CVL will charge these costs to the client as disbursements.

#### 4.12 General contract.

If the client grants CVL the (general) contract to collect a claim, the client authorises CVL to conduct all collection activities, judicial activities, and enforcement activities in its name which CVL considers necessary and/or useful.

Unless other instructions are given when granting the contract, this power includes:

- contacting the debtor both in writing and by electronic means;
- sending the notice in accordance with the "Decree on compensation for extrajudicial collection costs";
- charging interest and costs to the debtor within the statutory frameworks;
- receiving funds;
- concluding a reasonable payment plan or other payment solution, with due observance of the circumstances;
- initiating (or outsourcing) judicial proceedings;
- studying recovery options;
- performing official enforcement actions.

## **5. Fee/Commission/Rates:**

### 5.1 CVL Rates.

The rates charged by CVL have been set out in the "CVL Rates", which is an inseparable part of these general terms and conditions. These conditions always refer to the most recent "CVL rates".

### 5.2 Providing rates.

The CVL Rates will be sent to the client at its first request. The CVL Rates can also be found on the following website: [www.cvl-incasso.nl](http://www.cvl-incasso.nl).

### 5.3 Scope of the rates.

The rates only apply to the services performed by CVL within the Netherlands.

### 5.4 VAT.

Unless indicated otherwise, the rates stated by CVL do not include VAT and other government levies or any external (out-of-pocket) costs.

### 5.5 Official work.

CVL charges the statutory rate determined in accordance with Article 14 of the Decree on Rates for Official Acts of Judicial Officers (B-tag) for the official work it performs. These rates are indexed annually by the Dutch Minister of Justice with effect from the first of January and CVL has the right to implement this indexing.

### 5.6 No interim termination.

The client will not have the right to (prematurely) terminate the contract if the change to the rates is the result of a government measure or rules imposed by the KBvG.

### 5.6 Non-official rates.

CVL charges an hourly rate as set out in the CVL Rates for any non-official work it performs, other than collection work.

### 5.7 Collection work rates.

CVL charges a fee for collection costs or settlement costs as set out in the CVL Rates for its collection work.

### 5.8 Work concerning the investigation of a title and service of an execution order

An amount as set out in the CVL Rates will be charged for work directly related to investigating a title, the calculation of the aggregate claim, subsequent written service to the client, and consultation concerning the manner of execution.

### 5.9 Revoking the contract.

CVL also has the right to charge any fees due to it to the client if the client:

- concludes a plan or settlement with the debtor without the involvement of CVL;
- revokes the collection contract;
- does not inform CVL, despite requests to this end;

These cases will be considered equal to the full collection of the claim, in which respect the full collection commission will be charged to the client.

#### 5.10 Cost estimate.

A cost estimate provided by CVL is solely an estimate. No rights can be derived from a cost estimate.

#### 5.11 Unsuccessful official acts.

The full rate will be charged to the client for official acts which were unsuccessful for reasons not attributable to CVL.

#### 5.12 Prepared official acts.

The client will be charged a rate in accordance with the CVL Rates for any writs that have been prepared which were ultimately not sent at the request of the client.

#### 5.13 Urgent official acts.

CVL will charge an urgency surcharge in accordance with the CVL Rates in addition to the applicable debtor rate for any official acts that must be completed within 24 hours of receipt of the contract during regular office hours.

#### 5.14 Official acts outside office hours.

CVL will charge a surcharge in accordance with the CVL Rates in addition to the applicable debtor rate for any official acts that must be completed outside regular office hours.

#### 5.15 Receiving/Transmitting organisation.

If CVL acts as the transmitting/receiving organisation within the meaning of EC Decree 1393-2007, a surcharge will be charged in accordance with the CVL Rates in addition to the applicable debtor rate. This work includes receiving, completing, and transmitting the prescribed forms and telephone and written consultation.

#### 5.16 Charging disciplinary regulations costs.

Pursuant to the Administrative Rules on Charging Supervision and Disciplinary Regulations Costs to the Members of the KBvG, CVL is required to contribute to the costs of disciplinary regulations. The KBvG will charge the costs of the disciplinary regulations to the bailiff for each completed official act. CVL will charge the costs of the disciplinary regulations to the client in accordance with the CVL Rates. The costs per official act will be indexed annually.

#### 5.17 Invoicing of non-official work in case of a legal aid contribution.

If the judicial executor conducts proceedings based on a legal aid contribution, CVL can only claim the costs of the official work from the government. File costs, settlement costs, disbursements (such as MPR/CoC/RDW/UWV information and the like), out-of-pocket costs (such as locksmith costs, eviction teams, advertising costs, etc.) are not included and must be borne by the client.

In case of (partial) collection, the official costs and the other costs will be first settled completely.

## **6. Advances:**

6.1 Without prejudice to the provisions of Article 11(b) of the Dutch Act on Judicial Officers and Article 12(1) of the Dutch Decree on Rates for Official Acts of Judicial Officers (B-tag), CVL has the right to charge an advance before the acceptance of or during the performance of a contract for the work to be performed by it or for the costs of third parties to be prefinanced by it.

### 6.2 Margin.

CVL has the right to deduct an amount to be determined by it from any funds it owes to the client and to use this amount (margin) for the costs (to be) incurred by CVL for this client in accordance with the CVL Rates.

### 6.3 Refusing the contract.

CVL has the right to refuse contracts or to suspend the implementation of contracts if the requested advance has not been paid to CVL (on time) before the contract in question.

### 6.4 Interest.

CVL does not owe the client any interest on an advance.

### 6.5 Settlement.

An advance will be settled with the client when completing the contract.

### 6.6 Interim claim.

CVL has the right to prematurely claim any costs actually incurred from the client at any time.

### 6.7 Eviction advance.

The client must pay an advance to CVL as set out in the CVL Rates prior to a scheduled eviction to cover the external costs.

### 6.8 Estimate of eviction costs.

The client must pay CVL all costs associated with the eviction, even if these costs exceed the advance. The eviction takes place fully at the risk and account of the client. CVL is never required to inform the client during the eviction if the eviction costs threaten to exceed the advance.

### 6.9 Invoice after eviction.

CVL will settle the advance with the costs actually incurred immediately after the eviction by means of an interim claim after the eviction based on the actual work. If the actual costs of the eviction are lower than the paid advance, the excess will be refunded by CVL immediately. If the actual costs of the eviction exceed the advance paid, the client must pay the difference to CVL within the payment period stipulated by CVL.



## **7. Detailed provisions on advances in case of eviction:**

### **7.1 Broom-swept.**

The client instructs CVL to deliver the immovable property in a broom-swept state in case of an eviction. CVL will do everything to deliver the immovable property in a broom-swept state insofar as possible. CVL must incur costs for an eviction, including the costs of the eviction team, locksmith costs, storage costs (13 weeks), clean-up costs, and potentially the costs of an animal ambulance if there are pets present. CVL is not able to estimate or budget these eviction costs. These costs can also increase during the eviction, for example in case of unforeseen calamities. Examples are discovering criminal acts, including drug labs or cannabis farms. In addition, hazardous substances may be found that must be disposed of by specialists.

### **7.2 Disposal and storage related to the eviction.**

The client gives CVL permission to engage a moving company to store the evicted properties for the duration of at least 13 weeks based on the instructions of and at the expense of the client. The actual storage will be arranged by this moving company, which will charge the costs to CVL prior to the storage period. If the judgement debtor retrieves the movable properties from the moving company within these 13 weeks, the storage costs spanning the remaining period will be refunded.

**8. Collected amounts:**

8.1 Manner of allocation.

Each collected amount will first be used to reduce the costs incurred by or on behalf of CVL, and subsequently to reduce the interest due, followed by the principal.

8.2 Excess collected amounts.

If it becomes clear that CVL has collected excess amounts in response to the garnishment or otherwise, CVL will verify this as soon as possible after notice to this end and refund the amount to the person from whom CVL received the excess collected amount within three days of the verification, provided that CVL still has these amounts in its possession.

## **9. Socially Responsible Collection (SVI).**

The collection policy of CVL is partially based on the fundamental principles of the Socially Responsible Collection certificate.

Visit our website for more information.

## **10. Settlement and closure:**

### 10.1 Bankruptcy of the client.

In order to ensure that the complete income received by the client on the trust account of CVL must not be transferred to a liquidator after the bankruptcy of the client, the client has granted CVL an irrevocable mandate to settle all amounts due to CVL as income, costs, and disbursements (incl. VAT), both exigible and not (yet) exigible, with the funds received by the client based on the cases, both before and after the date of the bankruptcy.

### 10.2 Settlement declaration.

An explicit settlement declaration by CVL is not necessary, or is deemed to have already taken place prior to the settlement.

### 10.3 Calculation grounds.

The records of CVL serve as grounds for the calculation of the division of funds on the trust account and serve as compelling proof. The income, costs, and disbursements (including VAT) allocated or obtained according to these records of CVL in any case of the client will serve as the divided part of the funds received in any case of the client and present on the trust account of CVL and must be allocated to CVL.

### 10.4 Acceptance of transfer.

The client irrevocably accepts the transfer of the divided funds on the trust account of CVL to the firm account of CVL.

### 10.5 Claiming the balance on the trust account.

The client and/or the liquidator do(es) not have the right to claim the full balance on the trust account. Only the balance remaining after the transfer in accordance with the above must be made available by CVL.

## **11. Payment of invoices:**

### 11.1 Period.

An invoice must be paid within 14 days of the invoice date without any deductions or settlement.

### 11.2 Interest in case of default.

If the invoice has not been paid within 14 days of the date on which it was sent, the client will be in default by operation of law and the client will as of the due date owe an interest fee in accordance with the CVL Rates.

### 11.3 Collection costs.

The client will owe extrajudicial collection costs – in addition to the principal – from that moment. The extrajudicial collection costs will be calculated in accordance with the CVL Rates.

### 11.4 Manner of allocation.

Any payment of the client will first be used to reduce the extrajudicial collection costs and/or judicial cost and enforcement costs due to CVL by the client, and then to reduce the interest due to CVL by the client, and ultimately to reduce the oldest pending claim, irrespective of any deviating instructions by the client.

### 11.5 Settlement at portfolio level.

Unless there are specific (deviating) agreements between the client and CVL, CVL has the right to settle all income per client at the level of the portfolio with any (official) costs and/or disbursements incurred by CVL.

### 11.6 Settlement of invoices.

CVL has the right to settle any pending invoices with funds in its possession for the client on whatever grounds.

### 11.7 Objections against invoices.

The client can only submit a substantiated objection in writing (by regular mail or electronic means). This objection must have been received by CVL within fourteen days of the invoice date and does not release the client from its obligation to pay the full invoice on time. If objections against invoices are not submitted to CVL within 14 days of the invoice date, the rights of the client will expire.

### 11.8 Requested assignment.

The client will receive an invoice for any work performed by CVL which can and cannot be charged, subject to the conditions set out above, for any contracts for which a legal aid contribution was requested but not yet granted. Once the client sends CVL the legal aid contribution, this invoice concerning the work to be charged will be credited.

## **12. Extension/suspension/dissolution:**

### 12.1 Extension for a definite period.

If an agreement is in force for a defined period, it will be repeatedly and tacitly renewed for a period of one year, unless this agreement is terminated by either party at the end of its effective period with due observance of a notice period of three months.

### 12.2 Suspension of work.

CVL has the right to suspend its work and dissolve the agreement if the client fails to (fully) comply with its obligations arising from the agreement. For example, if the client fails to provide security for compliance with its payment or other obligations at the first request of CVL, or fails to pay an advance or interim claim on time.

### 12.3 Dissolution in case of suspension of payments and bankruptcy.

CVL has the right to dissolve the agreement with immediate effect if the client has requested or has been granted suspension of payments, is declared bankrupt, or otherwise experiences insolvency, or if the company of the client is liquidated or discontinued.

### 12.4 Terminating case handling.

CVL has the right to stop handling a case with immediate effect and send an invoice to the client if circumstances occur that are of such nature that fulfilment of the agreement is no longer possible or can no longer be demanded from CVL based on principles of reasonableness and fairness, or if CVL considers it no longer justified and/or useful to incur additional costs for a case. CVL will first provide the client with a substantiated loss advice to this end.

### 12.5 No recovery and retention of case

If it becomes clear during the execution phase that no recovery options can be found on which meaningful attachment could be levied after the service of the title, CVL will inform the client, submit an interim invoice, and retain the case for no more than one year, during which period the recovery options will be explored periodically.

If it becomes clear after the expiry of this year that there are still no recovery options, CVL will recommend the client to close the case.

If the client does not want to close the case, the case will convert into a debt monitoring process as set out below.

### 12.6 Interim debt monitoring invoice.

CVL will send an interim invoice to the client for the costs incurred, which invoice must be paid by the client before the case will be included in the debt monitoring process, failing which the case will be closed.

### 12.7 Interim invoice during retention and debt monitoring.

CVL will send an interim invoice to the client for the costs incurred. The client must pay this invoice before the case will be retained for a year or included in the debt monitoring process, failing which the case will be closed.

### 12.8 Exigibility.

All claims of CVL on the client will become immediately exigible in full without notice of default being required when the agreement is dissolved.

12.9 Transfer of documents.

After the complete settlement of the instructed work, CVL will return any documents transferred to it by or on behalf of the client.

12.10 Right of retention.

CVL has the right to suspend its obligation to return all documents until the client has met all its obligations vis-à-vis CVL, specifically its payment obligation.

### **13. Force majeure:**

#### 13.1 Suspension.

CVL is not required to comply with an obligation in case of force majeure. CVL has the right to suspend all obligations arising from the agreement during the period of force majeure.

#### 13.2 Definition.

Force majeure is defined as any circumstance beyond the control of CVL which temporarily or permanently prevents the fulfilment of the agreement. Force majeure will always exist in case of (the risk of) war, civil war, riots, floods, and other weather conditions, strikes, fire, government measures, computer and business interruptions, or strikes at CVL or third parties hired by CVL or on whom CVL depends to a significant extent for the implementation of its contracts.

#### 13.3 Temporary force majeure.

Temporary force majeure will exist if the implementation of the contract is suspended for less than three months due to force majeure.

#### 13.4 Extension or dissolution.

In case of temporary force majeure, CVL can choose to extend the implementation of the contract(s) for the duration of the force majeure or to dissolve the agreement insofar as it has not yet been implemented. CVL is not required to pay any form of compensation in either case. If the force majeure lasts for more than three months, either party has the right to dissolve the agreement. The parties will not be required or entitled to pay or receive any form of compensation in this case.



## **14. Liability/Indemnification:**

### 14.1 Exclusion.

Contracts are explicitly accepted and will actually be handled to the exclusion of any form of liability of CVL.

### 14.2 CVL will never be liable for a collection result.

### 14.3 Non-justified claims.

CVL will not be liable for the (extra)judicial consequences of non-justified claims transferred to it for collection purposes.

### 14.4 Erroneous decisions.

CVL will also not be liable for consequences of investigations based on which erroneous decisions are taken by any person.

### 14.5 Indemnification vis-à-vis third parties.

The client indemnifies and holds CVL harmless against/from all claims of third parties based on the handling of contracts on behalf of the client.

### 14.6 Insured sum.

CVL will never be liable for any amounts that exceed the sum insured for financial damage based on its liability insurance in relation to its (non-)official acts.

### 14.7 Currency losses.

CVL will not be liable for currency losses.

### 14.8 Intent, gross negligence.

CVL will not be liable for damage incurred by the client as a result of a shortcoming in the fulfilment of the contract, unless the damage can be attributed to it based on intent or gross negligence.

### 14.9 Damage caused by third parties.

CVL will not be liable for damage incurred by third parties as a result of actions performed at the express request of the client.

### 14.10 Indirect damage.

CVL will not be liable for indirect damage, including consequential damage, loss of revenue or profits, lost savings, and damage due to business interruptions.

### 14.11 Hired third parties.

CVL is not liable for shortcomings of third parties hired by it. CVL can also accepted limitations of liability of third parties on behalf of the client.

### 14.12 Liability by third parties.

The client indemnifies CVL against claims by third parties in relation to the work (to be) performed for the client. The client is required to also pay the costs of legal aid, both judicially and extrajudicially, which CVL is required to incur in this respect.

14.13 Period.

Any claims for compensation expire if these have not been filed with the competent court within one year after the discovery of the damage.

## **15. Confidentiality and General Data Protection Regulation (GDPR):**

### 15.1 Confidentiality.

All data provided by CVL are exclusively intended for the client for internal and discrete use. The client and its employees will not share, provide, or communicate these data with/to third parties, or publish these data, unless statutory provisions demand that these data must be transferred or made available to third parties. The client indemnifies CVL against any liability of third parties arising from a situation as described above. The client is required to also pay the costs of legal aid, both judicially and extrajudicially, which CVL is required to incur in this respect.

### 15.2 Conduct statement.

CVL declares to fully observe the obligations of the General Data Protection Regulation (GDPR) with respect to the use of personal data.

### 15.3 Processing purpose.

The purpose of the processing of personal data is operating a bailiff firm, including the performance of official and non-official acts.

### 15.4 Controller.

CVL will be the controller once it has been granted the collection contract. CVL performs its work within its own justification framework based on the Dutch Act on Judicial Officers and various applicable regulations.

### 15.5 Provision of data to third parties.

CVL does not provide data to third parties, except in cases in which this is necessary and legally permitted in the context of the contract granted by the client.

### 15.6 Hired third parties.

Whenever CVL hires a third party for the processing of personal data under its responsibility, CVL will conclude a processor agreement with this third party – if required by law – which offers sufficient guarantees with respect to the technical and organisational security measures concerning the processing to be performed.

## **16. Privacy statement**

16.1 CVL is responsible for the processing of personal data as set out in the privacy statement below.

16.2 Purpose and grounds of the processing of personal data.

CVL will process your personal data to conclude and implement agreements on legal services (collection/legal advice/etc.) and to perform official acts (serving writs/levying attachments/etc.). CVL will also process your personal data in a general sense to be able to communicate with you in relation to your inquiries/requests/contracts.

16.3 Overview of the personal data to be processed.

Initial(s) and surname

Date and place of birth

Address details

Sex

Other personal data shared with us by you or our client, such as telephone number(s)/e-mail address(es)/IBAN number(s)

16.4 Processed special and/or sensitive data.

CVL does not aim to collect data about website visitors below the age of 16, unless parent(s)/a guardian have/has given permission for this.

CVL cannot verify whether a visitor to the website is older than 16. If you are convinced that CVL has collected personal data about a minor without permission, please contact us immediately to enable us to assess and delete these data.

16.5 Retention period.

CVL will not keep personal data any longer than considered legally necessary. The retention duty for the Dutch Tax and Customs Administration is 7 years. A ruling will expire after 20 years.

Data on contact forms of CVL will be kept as long as necessary with respect to the nature of the form in question to answer and to handle it completely.

16.6 Cookies.

CVL does not make use of cookies.

16.7 Security of personal data.

CVL has taken all security measures to prevent the abuse of unauthorised access to your personal data.

16.8 Provision of personal data to third parties.

CVL does not provide your personal data to third parties, unless this is necessary for the implementation of contracts granted to CVL or to comply with a statutory obligation.

16.9 Modifying and/or changing data.

You have the right to access, correct, and possibly remove your personal data.

You also have the right to data portability. You must submit a written request to CVL for this purpose. CVL strives to respond to your request as soon as possible, but at least within one month of the receipt of the request.

In order to ensure that the request was submitted by the person entitled to do so, you will receive an overview of the documents we need to verify your request. CVL wants to inform you that you have the

option of filing a complaint with the national supervisor: Autoriteit Persoonsgegevens (AP) [Dutch Data Protection Authority]. You can find its details on the relevant website.

## **17. Complains/Disputes:**

17.1 Period and submission method.

All other alleged rights of the client based on shortcomings of CVL in the fulfilment of its obligations must be submitted to CVL in writing no later than one month after the client discovered or could reasonably have discovered the shortcoming, failing which the rights of the client will expire.

17.2 Suspension of payment obligation.

Submitting a complaint will not suspend the payment obligation of the client.

17.3 Complaints protocol.

Complaints by clients will be processed and handled in accordance with the internal complaints protocol of CVL. The internal complaints protocol of CVL will be provided at the request of the client.

17.4 Kamer voor Gerechtsdeurwaarders [Judicial Officers Court Division].

Complaints can subsequently be submitted to the Judicial Officers Court Division in Amsterdam.

**18. Applicable law:**

18.1 Laws of the Netherlands and competence.

The legal relationship and all disputes between CVL and its client are exclusively governed by the laws of the Netherlands and subject to the competence of the District Court of The Hague.

## **19. Filing:**

### 19.1 Effective date.

These general terms and conditions take effect on 1 January 2021.

### 19.2 Access.

These general terms and conditions are available at the offices of CVL. A copy of these conditions can be requested from these offices at no cost. They can also be downloaded from <http://www.cvl-incasso.nl/algemene-voorwaarden/>.

### 19.3 Chamber of Commerce.

These general terms and conditions will also be filed with the **Chamber of Commerce**.