



GENEVA GROUP INTERNATIONAL

Cross Border Debt Collection

Handbook

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Preface

In tough economic times, debt collection provides an essential tool for the international law firm to assist their Clients. This, provided the lead of compiling this handbook. This handbook was compiled through contributions of the respective GGI firms of the countries contained in it and through other sources.

By knowing other legal Systems about collecting debts you keep customers! Goal of the handbook is that you will be able to apply the Information contained within this handbook to better serve your Clients.

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Disclaimer:

The Information in this booklet has been compiled with the utmost care, however, the editors do not accept liability in whatever form, by whatever use.

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Framework

Debt collection procedures were analysed according to the following framework:

1. Activities to be carried out by the creditor
2. Summation
3. Provisional attachment measures
4. Summons
5. Non-appearance of debtor
6. Execution of judgement
7. Appeal
8. Duration of the debt collecting procedure
9. Costs

Austria

1. Activities to be carried out by the creditor

The creditor is well advised to formally write the debtor a summation. The creditor writes usually three letters of demand to the debtor with the advice that unless payment is received within 14 days, debt collection will be handed over to an attorney.

2. Summation

In Austria the attorney sends a last letter of demand to the debtor and informs him that unless he makes a payment within the prescribed term the attorney will summon him to court.

3. Provisional attachment measures

In Austria there are two types of provisional attachment proceedings: (1) injunction and (2) execution for securing. With approval of the courts the attorney instructs a court bailiff to seize certain or all assets of the debtor. The requirement for provisional attachment proceedings are enumerated in law.

4. Summons

No rules exist in Austria that govern the summoning after taking provisional attachment measures.

5. Non-appearance of debtor

If the debtor does not appear before the judge at the date specified in the writ of summons, the judge will make a judgement by default.

6. Execution of judgement

In Austria judgements are typically awarded without a stay of execution. Provisional attachment measures are automatically converted to a title to enforcement.

7. Appeal

After the civil proceedings an appellate proceeding can be connected. It depends on whether the parties bring in a legal remedy or not. The appellate proceeding is a normal civil proceeding.

8. Duration of the debt collecting procedure

In Austria the duration of the debt collecting procedure can take as little as 6 weeks.

9. Costs

In Austria collection charges are legally fixed by law and depend on the magnitude of the debt. The higher the debt, the higher the charges awarded to the creditor. Normally the debtor has to pay the costs of the attorney. Sometimes the debt can't be brought in because the debtor is insolvent, then the cost of the attorney have be paid by the creditor.

Belgium

1. Activities to be carried out by the creditor

In Belgium, there does not exist a compulsory Obligation for the creditor to summon formally the debtor before handing over the debt collection to an attorney.

However, as in the Netherlands, the creditor is well advised to do so. Exceptions are made in cases where the risk of prescription of the debt is imminent.

If in commercial matters the creditor-trader chooses to formally write a summons to the debtor-trader, the fact that the debtor-trader does not protest the summons may often be considered as his acceptance of the debt.

As to the collection charges, it is common practice in commercial matters that the general terms and conditions of sale include collection charges. The creditor-debtor can therefore summon the debtor to pay also this collection charges if the scheduled delay of payment has expired.

If the payment of the debtor is not received within the required time (for example 14 days) debt collection will be handed over to an attorney.

2. Summation

As in the Netherlands, the Belgian attorney-at-law writes a default notice to the debtor, stating a final term in which the payment must be made. The attorney also informs the debtor that, unless payment within the stated term, a judicial procedure will be undertaken, and that the costs of this procedure will be at his expenses.

Upon expiry of the default term, the attorney can send another letter, but practice has often shown that the debtor, who ignores a first default notice does not pay upon receiving a second one, so that the attorney-at-law is necessarily well advised to proceed in court.

A court bailiff can serve a summons without the Intervention of an attorney-at-law. However, the collection agency cannot. The only action a collection agency can undertake is to address a summons, usually in strong wordings, to the debtor. In that case, the collection agency also charges debt collection charges, which however can be contested by the debtor. If a judicial procedure is finally started, the cost of the collection agency cannot be recovered.

3. Provisional attachment measures

In Belgium, the creditor placed in this circumstances can also - through his attorney-at-law - take provisional attachment measures.

His attorney-at-law can do this either by asking first the permission of a judge, or in a few cases, even without the permission of a judge.

If the permission of a judge is asked, the judge will grant permission to take provisional attachment measures after having examined the case presented to him, in particular the conditions which have to be fulfilled (urgent, certain and du). Once the attorney-at-law has obtained the permission, he instructs a court bailiff to seize certain or all assets of the debtor (normally, the permission granted by the judge states the amount for which the creditor can seize).

In certain cases, the attorney-at-law can - through a court bailiff - seize the assets of the debtor: for instant on the grounds of a judgement which is not provided with the executory formula or on the basis of a private deed. The attorney-at-law has to respect strictly the conditions established for the provisional attachment measure, in particular the fact that there is urgency.

As to the debtor, he can ask the restoration of goods taken in distraint. Therefore, he has to summon the creditor before the judge.

4. Summons

In the Belgian legal System, the attorney-at-law of the creditor also has to instruct a court bailiff in order to serve a writ of summons upon the debtor. There does not exist a specific legally deadline. However, some judges instruct the creditor to do so within 30 days.

5. Non-appearance of debtor

As in the Netherlands, the Belgian judge will examine whether the writ has been served in accordance with the law. If it has been, he will grant the debtor/defendant default of appearance and he will make a judgement based upon the writ of summons, where he specifically pays attention to the interest stipulated by contract and the penalty clause, which may not be excessive.

In case the debtor/defendant appears, normal court proceedings are followed to try the case.

6. Execution of judgement

In Belgium, the stay of execution of a judgement is not by legal right. The judgement has to declare itself expressly executory.

If the judge declares the judgement executory, he can nevertheless enable the debtor who takes an appeal to deposit the disputed amount in the "caisse des dépôts et consignations" in order to stop the accruing interest.

7. Appeal

In Belgium, appeal is only possible if the disputed amount exceeds € 1.860,00.

8. Duration of the debt collecting procedure

Between the day of serving the summons to the debtor and the day of the first court hearing, a period of eight days must be respected.

If the debtor does not dispute the claim, the judgement can be expected within 4 weeks. If the debtor does not appear in court, sometimes the judge pronounces his decision at the hearing. This is the duration of the procedure when no attachment measures are taken and if the debtor does not dispute the claim. If he does dispute the Claim, the procedure can last up to several months or years.

9. Costs

If the debtor pays before a judicial procedure is undertaken, there is no scheduled tariff for the costs the creditor will have to pay to his attorney-at-law: the attorney can charge his hourly fee, even if he only had to write a default notice in order to get the payment. His fee will be paid by the creditor, there is no collection charge for the debtor (except if the general terms and conditions of sale include collection charges).

Once a judicial procedure is started, and if the general terms and conditions of sale include collection charges, the judge can either award the charged amount or reduce the amount of collection charges if these are considered to be excessive.

The debtor will also have to pay a fixed compensation for the proceedings, compensation which varies (in October 2002) between € 99,78 and € 334,66 (according to the claimed amount) for a judicial procedure before the court of first instance.

Cyprus

1. Activities to be carried out by the creditor

The Creditor will usually send a formal letter by way of notice to the debtor indicating the debt / amount outstanding and stating that unless payment is made within a specified period of time, the case for debt collection will be passed on to an advocate to take all necessary and proper legal measures to collect the debt and accordingly any consequential procedural costs.

2. Summation

The advocate will send a formal and in most cases registered letter to the debtor demanding payment of the outstanding amount within a specified period of time. The debtor is further informed that unless payment is made within the specified time period the advocate will proceed with the filing of a claim to the proper District Court so as to initiate a legal action against the debtor.

In the case of a consumer loan received by the debtor from a recognized financial Institution the letter to the debtor should demand payment of the outstanding amount within 21 days. If within this period of time no payment is made, the advocate will send a second letter to the debtor terminating the loan agreement between them and demanding full payment of all outstanding sums.

3. Provisional Attachment Measures

If the creditor rightfully suspects that the assets of the debtor may be dissipated in order to prevent the creditor from executing a Court decision or judgment, the advocate may apply to receive an interim injunction which will aim to restrain the disposal of the debtor's assets either within Cyprus or abroad. Such application may also refer to an order for the preservation of evidence and property in case there is reason to believe that the debtor may interfere or attempt to destroy the same or for example, block funds in a banking account (freezing Orders). Such measures are granted only in exceptional cases and the creditor will be called upon to present clear evidence to support such an application. Hence such measures are usually mostly requested in high value cases.

4. Summons

If the debtor fails as required in the notice sent by the advocate to make payment of his debt within the specified time period, the advocate will commence an action against the debtor before the District Court with Jurisdiction to hear the case by filing a Writ of Summons. The Writ of Summons is presented to the court for sealing and in the case of a plaintiff/creditor seeking to recover a debt or liquidated demand in money, the Writ of Summons may (and it usually is) specially indorsed with a Statement of the plaintiff s/creditor's claim and/or of the remedy or relief to which the creditor claims to be entitled. For debt collection, the indorsement in the Writ of Summons, besides stating the nature of the claim, shall also state the amount claimed for debt or in respect of such demand, and for costs respectively. It further states that if full payment is made within ten days after Service further proceedings will be stayed.

The Writ of Summons is served to the defendants personally (with a few exceptions) via private Service Clerks. If the defendant is abroad, the permission of a judge must be taken before the Writ of Summons is sealed and further permission is required in order to be served abroad.

5. Non appearance of debtor

The debtor has 10 days from Service of the Writ of Summons to enter an appearance by filing a memorandum to the Registry of the Court from which the Writ of Summons was issued. If an appearance is filed the debtor has a further 14 days in which he must file a defence to the claim.

If the debtor fails to file an appearance to the Writ of Summons the creditor may proceed with an application for judgment by the Court in default of appearance, for any sum not exceeding the sum claimed by the Writ of Summons together with interest at the rate specified in the claim (either contractual or legal interest) and costs.

Where the Writ of Summons is for a liquidated demand and there are several debtors/defendants of whom one or more appear and another or others fail to appear, the creditor may apply for judgment against such debtors/defendants as have not appeared and issue execution upon such judgment without prejudice to the creditor's right to proceed with the action against debtors/defendants that have appeared.

6. Execution of Judgment

There are various methods to enforce the judgment issued against the debtor, such as: Insolvency - Bankruptcy procedures; Application for a court order for payment of the judgment debt via monthly installments; issue of writ to be executed by a Court bailiff/sheriff for the sale of the debtor's movable property; registering the judgment in the Land Registry as against any immovable property owned by the debtor which can eventually be sold at an auction,

It must be noted that provided certain requirements are satisfied the judgment debtor may apply to the Court for an order setting aside the default judgment.

7. Appeal

An appeal against a final order of the court can only be filed within 6 weeks from the time that the judgment becomes binding on the intending appellant. The Court of Appeal may in certain cases extend this time limit.

There are no particular rules for appellate procedures in the case of debt collection -normal procedures apply.

8. Duration of the debt collecting procedure

Judgment can be obtained in approximately 3 -4 weeks from the date of the Writ of Summons is served upon the debtor and provided the debtor fails to enter an appearance to the writ.

In case the debtor does file an appearance and defence to the writ, intending to dispute the claim and take the action to a trial, the debt collecting procedure can take significantly more than 3-4 weeks, in many cases it can go up to 2-3 years.

9. Costs

The costs vary according to the scale of the claim.

If the debtor upon receipt of the advocate's registered letter demanding payment of the debt, does indeed make payment the costs will be restricted to the costs of the letter: for example if the debt is in the range of CYP1000-CYP5000 the cost of the letter will be CYP12 plus VAT.

If the debtor upon being served with the Writ of Summons makes due payment of the debt within the time limit of 10 days specified in the writ the costs will be, in the case of a debt in the range of CYP1000-CYP5000 will be CYP258 plus VAT and cost of Service of the claim.

In case the action goes to trial the costs will be increased and will depend on the number of appearances of the advocate to the court, the number of the hearing days, any intermediate petitions made to court and other factors. The creditor, if successful in his case against the debtor, will either fully or to a great extent, be indemnified by the court for the legal expenses/fees.

Czech Republic

1. Activities to be carried out by the creditor

The creditors are generally well advised to formally notify the debtor in writing of his Obligation or liability to pay or render something, setting out the deadline for fulfillment of such Obligation and stating that unless payment is received within the deadline, the debt collection might be passed to an attorney or the debt collection entity. However, such pre-enforcement notifications are not compulsory according to the laws of the Czech Republic.

2. Summation

The attorney (debt collection entity) usually addresses the debtor with default notice setting out the final deadline for the out-of-court fulfillment of such Obligation and stating that unless the settlement is received within the prescribed deadline, a judicial procedure on the debt collection will be undertaken on his expenses. However such a procedure is not required by the laws of Czech Republic and the attorney (debt collection entity) may file the claim to the court immediately.

3. Provisional attachment measures

Before the commencement of the proceedings, the court may order a provisional attachment measures if it is necessary to regulate provisionally the relationships of the participants or if there is a danger that the enforcement of a judicial decision could be jeopardized. There are several types of relevant provisional attachment measures commonly used in the Czech Republic, such as: injunction, court custody, limitation of disposition right over assets held in financial Institution and order to perform, refrain from or avoid something. Relevant provisional attachment measures are available only upon enforceable court decision based on the specific plaintiff's application. The requirements for initiation of provisional attachment measures are expressly enumerated by the law.

4. Summons

An action may be filed either in writing, orally into the judicial record, or in an electronic form signed with the electronic signature, by telegraph or by fax (actions filed electronically, via telegraph or fax shall be completed in writing or orally within three days). The court duties are due at the moment filing of the action. Consecutively the court registers the complaint and assigns the reference number. The judge or the court officer performs the scrutiny of complaint to verify general formal requirements and if the documentary evidence provided sets the creditor's monetary claim beyond reasonable doubt, simultaneously with fulfillment of further requirements enumerated by the law, the judge (i) may issue the payment order "*platebni rozkaz*" - judge's writ (order), ordering the defendant to pay the amount owed, or otherwise the judge (ii) admits the commencement of a trial. Summons are being delivered to the parties by the court.

5. Non-appearance of debtor

The court may deliver a judgement in default in case of simultaneous satisfaction of the following conditions:

- a) the defendant does not appear before the judge even though he was summoned duly and on time, with Instruction on consequences of non-appearance including possibility of default judgement;

- b) the defendant fails to respond to the action within the set term upon delivery of summons, even though he was instructed by court to do so and duly informed on consequences of such failure;
- c) the defendant failed to duly excuse his absence before court.

The court accepts factual Statements of the plaintiff to be the merits of the case, in case such Statements are considered indisputable. However, certain limitations apply to this general rule. For example, a default judgement cannot be applied if such judgement shall create, modify or bring to extinction legal relationship between parties of the procedure; a default judgement is inapplicable in case of dispute arising from international commercial relationships, or in disputes, which can't be resolved by means of consent decree.

6. Execution of judgement

In order to start the debt recovery procedure, it is necessary for the judgement to come into effect i.e. it must be final and absolute. The creditor may initiate the debt recovering procedure unless the debtor appeals against the judgement. If the appellate procedure ends in favour of the creditor, the debtor waives his right to appeal or the right to lodge an appeal becomes statute-barred, the creditor is able to begin with the recovery of his debt.

7. Appeal

Referring to the above, normal appellate procedures apply to debt recovery procedure.

8. Duration of the debt recovery procedure

In practice, the duration of this procedure depends on the provisional attachment measures used and the amount of property available for execution. However, the duration varies according to the complexity of each case and other individual circumstances. It is typical for a creditor to fully recover his debt within two or three years since the judgement comes into effect.

9. Costs

With judgement to satisfy the claim of a creditor, the court Orders that the debtor reimburse all costs and disbursements related to recovering debt without specifying the period for payment. The costs and disbursements include court fees, debt collection charges (attorney's fees), fines, interest and any other fees of expert witnesses or Consultants that took part in the recovery procedure.

The debt collection charges depend on the magnitude of debt to be recovered. The debt collector usually ensures the debtor has enough property to cover the debt collection charges which are given priority before satisfying the debt itself. The creditor pays a deposit to the debt collector so as to secure that the debt recovery procedure will be instigated. Apart from the deposit, the creditor does not cover the costs of execution.

France

1. Activities to be carried out by the creditor

In France, a creditor is also well advised to formally write the debtor a summation. In French legal system, basic rules for assignments are set out in "*Code Civil*" and "*Nouveau Code de Procédure Civile*".

These are executed by delivering instrument of assignment to assignee, but assignment is not effective against third parties (including obligor) until assignee gives formal notice to obligor by sheriff ("*huissier*") or obligor formally agrees on assignment in instrument drawn up by notary.

Payment by obligor to assignor before receipt of such notice is valid discharge. No seals are required in France. Depending on type of assignment, special rules may apply. For example: Under "*Code du Travail*", only portion of salaries can be assigned. Under € 7.600 it is the "*Tribunal d'Instance*" who is competent and not the "*Tribunal de Grande Instance*".

2. Summation

French Law distinguishes between traders and nontraders. France is signatory to Geneva Agreements of June 7, 1930 on promissory notes and bills of exchange. Bill may be endorsed before or after maturity. Checks must be payable at sight.

3. Provisional attachment measures

New French regime of execution by attachment of debtor's personal property came into effect on January 1, 1993. To attach or seize property, unsecured creditors must obtain enforceable title ("*titre exécutoire*"). However, where merely conservatory measures are sought, no such title is required.

A special judge ("*Juge de l'Exécution*") is instituted to deal with disputes relating to execution matters and authorizes conservatory measures. Execution measures relating to monetary Claims are called "*saisies attribution*". Execution measures on chattels are called "*saisies vente*".

Conservatory measures ("*mesures conservatoires*") may be granted *ex parte* by judge for execution matter when claimant demonstrates both that his Claim is *prima facie* founded and that circumstances threaten recovery of said Claim.

4. Appeal

In the French legal system, normal appellate procedures apply to debt collection procedures But, under € 3.800 an appeal it is not possible against a judgement of the "*Tribunal d'Instance*".

5. Duration of the debt collecting procedure

Duration of the debt collecting procedure is variable. It can take a few weeks ("*procedure en référé*"), a few months ("*procedure au fond*"), or a few years (appeal)!

6. Costs

Apart from debt collection charges, courts do award the creditor damages ("*article 700 du NCPC*" and "*dépens*") for legal fees when the debtor is ordered. These damages do generally not completely indemnify the creditor for legal fees incurred by his lawyer.

Germany

1. Activities to be carried out by the creditor

Due to cost reasons a creditor in Germany is well advised, before instituting legal action, to forward the debtor a (final) demand for payment (including an orderly list of the outstanding Claims) in which a deadline is set and a caution voiced that an attorney will be involved in the event of non-payment.

2. Summation

In Germany, a debtor whose letter as described in no. 1 above has produced no success would, as a rule, instruct an attorney with the debt collection. (In Germany, there are also debt collection companies, which are however overstrained in the event that the debtor should stubbornly refuse payment and court proceedings become necessary).

Usually the attorney will inform the debtor that he has been instructed with the mandate to collect the debt by setting a (ultimate) deadline and threatening with further legal measures.

Immediately after Instruction or once the letter of the attorney has remained futile, there are two diverse possibilities in order to obtain a title of enforcement.

- a. The creditor can institute so-called default action (*Mahnverfahren*) (refer below no. 4a.) These proceedings are only purposeful if one does not reckon with the debtor resisting the action (even if it is only to achieve a respite of payment).
- b. The creditor can directly raise his Claim for payment against the debtor in front of a court (normal legal action - refer below no. 4b). (In the event of Claims up to € 750,- it is possible that under the laws of individual federal states, it could be prescribed that first of all conciliation hearings have to be conducted in front of a special authority before action can be raised). Contrary to during the course of default action, all documents justifying the Claim have to be submitted together with the Petition.

Remark: If the creditor is in a position to prove his Claim to the full extent with supporting documentation (especially cheques or bills of exchange), the proceedings can be expedited (so-called summary proceedings [*Urkundenprozess*]). This also applies if the debtor defend himself (without Submission of documentation).

3. Provisional attachment measures

German law knows provisional legal measures in order to secure the debt enforcement on the basis of a financial debt (so-called seizure [*Arrest*]). Prerequisite in this regard, however, is especially that the enforcement of a ruling without these provisional measures would be obstructed or substantially aggravated. Merely the unchanged strained financial position of the debtor or the threatening of provisional measures of other creditors is no justification. This is different once the debtor commences to stash away his assets. The courts are strict in this regard. These provisional measures are thus rather seldom imposed in Germany compared to other countries.

4. Summons

The provisional measures as described in no. 3 above merely serve the purpose of securing the debt enforcement. Irrespective thereof are the measures mentioned under no. 2, which apply to the enforcement of the claim.

In particular:

a. *Default action*

The creditor or his attorney applies to the court for a so-called judicial default order. (This is, as a rule, usually conducted within an automated mass processing). The court does not examine the claim being asserted in the default action. The court serves the judicial default order on the debtor with the demand for payment to the creditor. In the event that the debtor should not object against the default order within 2 weeks, the creditor is entitled to apply for a so-called writ of execution. The court then also serves a writ of execution on the debtor. If then the debtor does not object against the writ of execution within 2 weeks, the writ of execution becomes final and legally binding. The writ of execution is a completely valid executable judgement award (similar to a judgement).

In the event that the debtor should object against the default judgement or against the writ of execution, the default action will be converted into normal legal action. The creditor then has to justify his claim in the same way as during normal legal proceedings.

b. *Normal legal action*

There are no unusual features in this regard. Should Claims amounting to more than € 5.000,00 be claimed, the District Court (*Landgerichte*) are competent. The creditor has to be represented in District Courts by an attorney to the bar.

5. Non-appearance of debtor

a. *Default action*

The writ of execution (see above no. 4a.) is equal to default judgement issued as being preliminary executable (refer below no. 4b.) and can thus be executed **without** Submission of security.

b. *Normal legal action*

If during normal legal action (refer above no. 4b.) the court has ordered for so-called written preliminary proceedings to take place and the debtor (respectively an attorney in front of the District Courts instructed by him) does not inform the court within the set deadline that he desires to defend himself against the creditor's action, then the creditor can apply that the court issues a default judgement against the debtor. The same applies to normal action outside the so-called written preliminary proceedings if the debtor (respectively an attorney in front of the District Courts instructed by him) does not appear on the date of the oral hearing.

The court issues a default judgement, if and as far as the facts presented by the creditor justifies such a ruling.

The debtor can appeal against the default judgement within 2 weeks. The action will then take the normal course of events. The default judgement can, however, preliminary, i.e. already before becoming final and absolute, be executed by the creditor **without** Submission of security.

6. Execution of judgement

a. *Default action*

See above no. 5a.

b. *Normal legal action*

Generally, before becoming final and absolute, judgements can be preliminary executed by the creditor, however, above an amount of € 1.250,00, only against Submission of security.

Remark: Judgements in summary proceedings (see above no. 2b. para. 2) can preliminary, i.e. already before becoming final and absolute, be executed by the creditor **without** Submission of security.

In the event that the creditor does not elect to submit security (or is not in a position to do so), he can limit the judicial execution measures to measures, which only secure the subsequent enforcement of his Claim for payment (e.g. seizure of movable goods or registration of a mortgage on a property or blocking a bank account).

7. Appeal

Subject to no. 2a. and no. 4a. above, normal appellate procedures apply to debt collection procedures.

8. Duration of the debt collecting procedure

The duration of debt collection procedures in Germany strongly vary in accordance with the competent court. During normal legal action, approx. 6 to 8 weeks as of Institution of the action would expire under the most favourable conditions until issuance of a preliminary executable (default) judgement, if the debtor does not resist. The same time period would expire until a writ of execution has been issued during default action.

Remark: The normal legal action can be expedited, if the claim can be proven to its full extent by way of documentation (especially checks and bills of exchange). This also applies when the debtor defends himself (without Submission of documentation) (refer above no. 2b. para. 2 and no. 6b. para. 2).

9. Costs

General rules apply as regards the distribution of costs:

- a. Court fees (thus, court fees within default action or during normal legal action):

The creditor has to bear these costs in advance. If the debtor is sentenced to make payment, the court will rule in the writ of execution in the event of default action and in the judgement in the event of normal legal action, that the debtor (also) has to pay the court fees.

- b. The same applies to the total sum of attorneys' costs incurred by the creditor.
- c. The costs of the enforcement of judgement are collected by the executing body, together with the principal debt and the costs for the legal dispute (court fees, creditor's attorneys* costs).
- d. Attorneys in Germany are prohibited by law from entering into agreements with regard to "contingency fees" or "no cure no pay fees" (and are, if they enter such agreements, especially judicially prosecuted for violating professional ethics).

Greece

1. Activities to be carried out by the creditor

The creditor may address to the debtor a written notification in order to let him know that unless payment is received within a specific time period (fixed freely by the creditor - taking into consideration the prescription period) he will take judicial action.

2. Summation

Usually it is the attorney-at-law who draws up this notification (extra-judicial Statement) and the creditor who signs it, while the notification is served through a court bailiff. Prior notification is not necessary for the recourse to the judicial procedure.

3. Provisional attachment measures

If there is a reason to suspect that the debtor will sell his property in order to prevent the execution of a court order, the creditor may take provisional measures.

The creditor can ask for the provisional attachment of assets of the debtor in order to prevent him from selling off his property. This measure is taken through the procedure of provisional measures, after a hearing where the debtor is called to appear before the Court. The creditor should prove in Court that it is very possible that by the time he has an enforceable title the debtor will not have adequate assets, upon which the creditor can execute the title. After the enforcement of the decision, any transfer by the debtor of the assets attached is null and void as it concerns the creditor.

4. Summons

If the debtor does not proceed to payment, then the creditor may apply in Court. Depending on the elements substantiating (justifying) the debt, the creditor has two alternatives regarding the judicial procedure which he will follow: the specific procedure of filing an application for the issue by the Court of an order for payment and the (so-called) ordinary procedure of filing a lawsuit (writ of summons) in the Court.

The procedure for the issue of an order for payment by the Court can be followed only if the debt is justified by a public or private document, as i.e. a cheque, a consignment note, a bill of exchange, a contract of a loan etc. The creditor, through his attorney - at - law, files the relevant application and the documents that justify the debt. The judge decides about the application without the presence of the debtor and if the application is founded he issues an order for payment, ordering payment of the debt plus legal interests and judicial expenses of the creditor.

The ordinary procedure of filing a lawsuit (writ of summons) in Court is more time - consuming but it is the only procedure that the creditor can follow in case he does not possess the above documents proving its claim, The creditor through his attorney at law files the lawsuit in Court, a date for hearing is fixed and the lawsuit is served through a court bailiff to the debtor who is invited to attend the hearing. Depending on the amount of the capital of the debt, the lawsuit is brought either in front of a court consisted of one judge or in front of a court consisted of three judges.

5. Non-appearance of debtor

If the debtor does not appear in the ordinary procedure and (in any case) if the judge considers the lawsuit substantiated, then a decision is issued ordering payment of the debt plus legal interests and judicial expenses of the creditor. The decision can be enforced against the debtor, either if the Court of First Instance Orders that it could be provisionally executable or when a final decision is

issued by the Court of Appeal, given that the debtor has the right to file an appeal within thirty days as from the Service of the decision.

6. Execution of judgement

Said order for payment is notified to the debtor and it can be enforced against him three working days after the day of its Service.

7. Appeal

The debtor is entitled to file an Opposition against the order for payment within 15 working days as from the day of the Service, as well as an objection against the possible enforcement of the order for payment. In case of filing an Opposition the case is brought for hearing in front of an ordinary judge and the debtor is entitled to appear in Court and produce his allegations against the creditor.

8. Duration of the debt collecting procedure

- a) The order of payment is issued in about six weeks from the filing of the application. If the debtor lodges an Opposition, and then an appeal against the decision issued on the Opposition, the issue of a final decision may take about two to four years.
- b) Decisions following the regular procedure are issued in about six to eight months after the date of hearing of the case. The date of the hearing of the case is fixed (depending on whether the case is brought in front of the One Member or the Three Members Court) in about ten to fourteen months after the filing of the lawsuit. In case an appeal is filed, it is heard normally after five to seven months and a final decision on the case is normally issued after four to six months as from the date of the hearing.
- c) The decision that Orders the provisional attachment is issued in about two months after the date of the hearing of the case. The date of the hearing of the case is fixed in about one month after the filing of the application.

9. Costs

- a) For the drawing of the extrajudicial Statement: The fee of the attorney is usually from €150 to €300.
- b) For the procedure of an order of payment: The creditor must pay a judicial stamp (state's fee) amounting to 7/1000 approximately of the amount claimed and the fee of his attorney - at - law, which can be no less than the minimum set by the Bar (it depends on the amount claimed and it varies between € 52,80 for minor debts and € 586,90 for debts over € 146.735). The order of payment Orders the debtor to pay these expenses, as well.
- c) For the issue of a decision following the regular procedure: The creditor should also pay a judicial stamp plus his attorney's fee, which can be no less than the minimum set by the Bar (it depends on the amount claimed and it varies between €170,20 for minor debts and € 674,90 for debts over € 234.776,20).
- d) For the provisional attachment measure: The creditor pays his attorney's fee which can be no less than the minimum set by the Bar of € 293,40 (before the Court of First Instance) and of € 190,80 (before the Magistrates Court).

It is to be mentioned that, according to the Greek Lawyers' Code, beyond the above amounts, the lawyer of the creditor is entitled to a fee amounting to 2% of the amount claimed with the lawsuit, while similar provisions establishing a minimum amount of fees for various legal actions is set by the same Code. Said amounts usually are not included in the Courts ' decisions and burden the creditor

Hungary

In case the debtor fails to comply with its payment obligation in due time, the creditor shall have two possibilities to get hold of his receivable:

I. Order for payment, legal proceedings

- The creditor may send a demand for payment after the expiry of the payment due date, but he is not obliged by law to do so.
- The creditor submits a request for an order for payment to the court having jurisdiction over the debtor's headquarters. In connection with this, the creditor will have to pay a fee amounting to 3% of the receivables.
- The debtor has the right to lodge an objection concerning the receivable within 15 days upon delivery of the order for payment.
- If the debtor does not dispute the receivable, he will have to pay it within 15 days.
- If the debtor disputes the receivable, the creditor will have to pay another 3%, and submit to the court the documents justifying the claim.
- Then the procedure is turned into a lawsuit, and the court orders a hearing.
- After the hearing, the court will pass a sentence.
- If the debtor fails to pay even on the basis of the final sentence, the creditor submits an order for collection at his own bank.
- If the collection is not successful either, then the creditor submits a request for an execution to the court of first instance.
- The creditor must pay and advance for the execution fee, and then the executor will start the execution procedure.
- If the claim is under HUF 1,000,000, an order for payment will be possible only, but a legal proceeding will not.

II. Winding-up

- After 15 days following the payment due date, the creditor must send a demand for payment to the debtor (if the debtor has not disputed the claim until that time), who will have 15 days for payment.
- If the debtor fails to pay within 15 days, the creditor is entitled to submit the request for a winding-up procedure to the court having jurisdiction over the debtor's headquarters. The documents justifying the content of the request (including evidence of letters of reminder sent to the debtor) are to be attached.
- The court notifies the debtor that a request to this effect has been submitted, and the debtor must declare within 8 days whether he demands a respite for the payment of the debt or not. The court has the right to allow a maximum of 30 days due date.
- In case the debtor fails to settle the debt in the course of this period, the court will order the winding-up of the debtor. The court will bring the order within 60 days upon receipt of the request to carry out the procedure. The starting date of the winding-up will be the date of publishing of the final sentence ordering the winding-up.
- The fee of the winding-up procedure to be paid by the creditor will be HUF 50,000 in case of a business enterprise with legal entity, and HUF 25,000 in case of a business enterprise without legal entity. The fee of publication amounting to HUF 25,000 will be borne by the creditor.

Ireland

1. Activities to be carried out by the creditor

The creditor should demand payment of the amount due on foot of Invoices raised.

2. Summation

The solicitor for the creditor writes a letter to the debtor usually in the form of a seven day demand.

The contents of this letter will be relied upon when making an application to the Court for the creditor's costs.

3. Provisional attachment measures

A Mareva injunction may be sought where the creditor anticipates that the debtor may dissipate assets in attempt to frustrate a future judgment. This essentially freezes the assets of the Defendant pending the hearing of the case.

It is also possible to obtain an Order allowing the Plaintiff to enter into the Defendant's premises and remove items of evidence pending the trial of the action. However, the making of such Orders is extremely rare.

4. Summons

If no response is received from the debtor or an unsatisfactory response is received, the Solicitor will issue proceedings in the relevant court for civil proceedings. The Irish Courts are structured on a hierarchical basis, each with its own procedure to be followed.

The amount of the debt will be relevant as there are considerations as to the monetary Jurisdiction of certain courts.

The District Court has Jurisdiction to award damages not exceeding €6,349.00, the Circuit Court has Jurisdiction to award damages not exceeding €38,092.00 whilst the High Court has unlimited Jurisdiction.

5. Non-appearance of debtor

In each Court, there are provisions for obtaining judgment against the Defendant in default of the debtor completing the relevant notification to the Court stating that the claim will be defended.

6. Execution of judgment

Once judgment has been obtained it can be enforced through various methods:

- Sheriff Procedure
- Installment/Committal Order Procedure
- Judgment Mortgages
- Registration of Judgment
- Receivership by way of Equitable Execution
- Garnishee Proceedings
- Bankruptcy
- Liquidation

7. Appeal

Debt collection cases are subject to the normal appellate procedures in civil matters.

8. Duration of the debt collecting procedure

The length of time the procedure takes depends largely on whether the claim is contested. In the event of a claim not being contested, summary judgment can usually be obtained in approximately 4-6 weeks. If the matter is contested, the length of time to obtain judgment varies on the Court. It can take a number of years to obtain a hearing date for a High Court claim.

9. Costs

The costs of judgment will be determined by the relevant court. The District Court will normally award the successful party its costs, known as 'scale costs', and these amounts are set by Statute. In the Circuit Court and the High Court, the Court will award costs and will assess these (in a process known as taxation) if they cannot be agreed between the parties.

An award of costs (particularly of scale costs) is unlikely to fully indemnify the Creditor for fees incurred by its Solicitors.

Costs between the creditor and a solicitor is fixed by arrangement between themselves. Debt collection is the only area in Irish Law where a Solicitor is allowed to Charge his client a percentage of the amount recovered as a professional fee.

Italy

1. Activities to be carried out by the creditor

The creditor writes a formal advise to the debtor in order to obtain payment of the debt and in the advice the creditor explains also that with unless payment debt collection will be handed over to an attorney because according to the Italian system, a creditor who has to refer to a judge to manage his own rights must establish an obligation on the debtor's goods.

Should the credit derive from monetary sums, from a quantity of fungible matter, from a delivery of specific property goods, the creditor can turn to the court by invoking the injunction process.

2. Summation

The attorney sends to the debtor a letter asking for the payment of the debt and the attorney informs the debtor that, unless he makes the payment within 7 days, the attorney will summon him to court.

3. Provisional attachment measures

The creditor decides to go on with the summation procedure if after obtaining his executive title he can start with a forced expropriation, divided in:

- a) **Personal:** through which the debtor's property goods are seized by the juridical office (home furniture, vehicle, etc...) and are auctioned by the Court, following a professional evaluation of goods of a particular value (paintings etc ...);
- b) **Estate:** through which the debtor's properties are seized by the juridical office and also auctioned by the Court, following a professional evaluation of the property's value;
- c) **At third parties:** should the creditor know of potential credits of the debtor, they can ask for seizure: bank account, salary, pension, commissions etc... the Judge will order for the creditor seized not to pay the owned sums to his creditor but to the person who has seized the goods.

4. Summons

This is a basic process in which the Judge issues, *inaudita altera parte*, without hearing the debtor, a pronouncement that commands the debtor to pay what is due to the creditor. To obtain this pronouncement, which is temporarily effective, the credit must be supported by written evidence, ascertained, monetary and payable.

Its validity is of 60 days from the deposition to the Court, within which the debtor must be notified. The validity term goes up to 90 days should the debtor reside abroad.

5. Non-appearance of debtor

The injunction of payment can be opposed by the debtor within 40 days from the date of notification, with an act of summoning by which it is possible to request the suspension of its temporary effectiveness.

Some credits are immediately effective, even if opposed: common charges, allowance cheques, bills, bank cheques and drafts, certificates of stock exchange liquidation, acts received from a notary or other authorised public official.

6. Execution of judgement

Once the injunction pronouncement is obtained and notified, and after 40 days without opposition from the debtor, the creditor gives notice of the ordinance in which all sums owned are specified in terms of capital, interest and expenses paid and which becomes effective 10 days after the notification.

The ordinance is valid for 90 days within which it is necessary to begin the executive procedure. The 90 days of validity start from the date of notification to the debtor.

7. Appeal

If there is an opposition of the debtor during the above mentioned 40 days term, notifies the debtor notifies a statement of claim to the creditor attorney's and a therefore normal civil proceeding starts.

According to Italian law this is the first stage of the proceeding.

Against the decision of the Judge the parts can propose appeal (second stage of the proceeding).

8. Duration of the debt collecting procedure

In Italy the duration of debt collecting can be divided in two parts: the first part of summons that takes 3 month and the second part of the forced expropriation process that can take from 3 to 6 months.

If there is opposition of the debtor the civil proceeding can take approximately 3 years according to the complexity of the case and other individual circumstances.

9. Costs

The costs are fixed by the law and depend on the magnitude of the debt. The debtor has to pay the costs of creditor's attorney, but if the debtor is insolvent the creditor has to pay his attorney.

Japan

1. Activities to be carried out by Creditor

There is no legal requirement for a creditor to send a notice of claim to the debtor before instituting a legal action, but creditors often do send such notice. Such notice does not have to be sent by a lawyer, but it is normally sent by a lawyer in the form of a “contents-certified letter,” i.e. a letter whose contents, as well as the fact of the letter having been sent on a specified date, are certified by the post office. The “contents-certified letter” has a strong evidential value as a proof that the creditor has demanded payment of the debt on the specified date.

2. Provisional attachment measures

If the creditor has reasons to suspect that the debtor may conceal or otherwise lose the assets on which the court judgment can be enforced before the legal action is completed, it is advisable that the creditor obtains from the court an order provisionally attaching the assets of the debtor. Normally, an application for such provisional attachment order is filed by the creditor before filing of a main legal action. The provisional attachment order is granted after a single judge in charge examines prima facie evidences demonstrating that the creditor has a valid claim to the debtor and the necessity of provisional attachment, and the judge interviews the creditor’s lawyer for explanation of the evidences and determination of the amount of security deposit. The provisional attachment order is issued secretly, i.e. without letting the debtor know that the order is about to be issued. (The debtor will come to know post facto that his assets have been provisionally attached.)

Almost without exception, the judge orders the creditor to pay a security deposit to the court as a condition for issuing the provisional attachment order. The security deposit is ordered in order to protect the debtor in case the provisional attachment order turns out to have been wrongfully issued and the debtor suffers damage thereby. (It is possible that such order may be wrongfully issued because the judge only examines prima facie evidences filed by the creditor/plaintiff and does not give the debtor/defendant a chance to file his arguments and evidences.) The amount of the security deposit is decided by the judge at his (her) discretion, but it normally depends on the value of the assets to be provisionally attached, and strength of the evidences showing that the creditor/plaintiff actually has a valid claim to the debtor. In ordinary monetary claim cases, the amount of such security deposit would be around one third of the value of the assets to be provisionally attached, but it could vary in each case. When the case is completed, the security deposit will be refunded to the creditor upon taking of certain procedures unless the debtor successfully claims that he has suffered damage because of the issuance of the provisional attachment order. The creditor who has obtained the provisional attachment order must file a main action; if the creditor fails to do so, the court will issue to the creditor, upon a debtor’s application, an order to file a main action. If the creditor fails to file the main action within a period specified by the court, the provisional attachment order will be cancelled.

3. Summons

In Japan, once the plaintiff files a main action, the court sends a summons to the defendant, together with a copy of the complaint, ordering to file a written answer to the complaint and appear at the court at a specified date (the first hearing date). If the defendant is unable to appear at the specified date, the defendant can contact the court clerk and request to change the date, which request is normally granted.

4. Default Judgment

If the defendant does not file a written answer nor appear at the court at the specified first hearing date, the court may grant a default judgment to the plaintiff.

5. Procedures at the Court

We have no jury system in the civil procedure and the case is heard by a single professional judge or a panel of three professional judges. The court hearings take place once in a month or two months, depending on the court schedule and complexity of the case. Initially, both parties are required to file briefs stating factual and legal assertions and to file documentary evidences. When the court considers that the case is ripe for examining witnesses, witnesses are called by the respective parties. In the case of a relatively simple monetary claim, the procedures are normally completed within a year.

6. Appeal

The losing party has 14 days from the date on which it receives written judgment of the district court to appeal to the high court. The procedures at the high court are basically the same as those at the district court (the court of first instance) but are quicker. (In many cases, the procedures at the high court are completed within six months or so.) The losing party at the high court can appeal to the Supreme Court, but reasons for such appeal are extremely limited.

7. Enforcement of Judgment

If the creditor wins and the judgment becomes final and conclusive, and the debtor fails to pay in compliance with the text of the judgment, the creditor can enforce the judgment. If any assets have been provisionally attached, the creditor can enforce the judgment by having the assets sold by way of compulsory auction. If no assets have been provisionally attached, the creditor will have to newly find assets on which to enforce the judgment.

8. Enforcement of Foreign Judgment

In Japan, a judgment rendered by a foreign court can be enforced by obtaining an “enforcement judgment” from the Japanese court. The enforcing party must prove the following conditions:

- (a) The foreign court had a jurisdiction over the case;
- (b) If the defendant (losing party) was a Japanese national, the complaint was duly served on the defendant except by way of public posting, or the defendant voluntarily subjected itself to the jurisdiction of the foreign court;
- (c) The foreign judgment to be enforced does not infringe on the Japanese public policy;
- (d) The country of the foreign court accords reciprocal treatment to Japanese nationals.

Under normal circumstances, it is not very difficult for the enforcing party to prove the above conditions.

9. Costs

The major costs involved in a debt collection case is attorney's fees. Since we do not have a system under which the losing party pays the costs of the winning party, each party pays his own attorney's fees regardless of whether he wins the case or not. (There are certain exceptions to this rule but it is safe to assume that this rule applies to most debt collection cases.)

Japanese lawyers normally undertake a debt collection case under the arrangement whereby they charge a retainer fee and a success fee. The retainer fee is charged up front and the success fee is charged after the case is completed if the case is won and the debt is successfully collected. Both the retainer fee and the success fee are calculated based on percentages of the amount of debt to be collected. The Japan Federation of Bar Associations used to publish a fee schedule setting forth such percentages but the schedule was abolished several years ago after the Japanese competition law authorities (Fair Trade Commission) criticized the schedule as akin to cartel arrangement. Accordingly, now it is completely free for the parties to agree on the proper percentages unless the fees are too excessive. In principle, the larger the amount involved, the smaller the percentage. Just to give you an idea, if the case involves US\$100,000, the percentages for the retainer fee and success fee could be around 5% and 10%, respectively; if the amount involved is US\$1 million, the percentages for the retainer fee and the success fee could be around 3% and 6% respectively. However, the figures would be different depending on a particular lawyer. Recently some lawyers have come to charge based on an hourly rate arrangement like lawyers in many other countries.

In addition to the attorney's fees, the court requires payment of filing fees for filing of a complaint and appeals. For example, if you file a complaint for US\$100,000 and US\$1 million, the filing fee would be approximately US\$500 and US\$2,400, respectively. Also, as mentioned before, if you obtain a provisional attachment order, you will be required to make a security deposit of a considerable amount but such deposit will be refunded upon conclusion of the case.

Luxembourg

1. Activities to be carried out by the creditor

In Luxembourg, the creditor should start by sending the debtor a formal notification requesting payment of the debt on a fixed and certain date. By this summons, the creditor is threatening legal action if payment is not received within the deadline (eight to fifteen days are considered reasonable). The summons either can be sent by registered mail, or served by bailiff (art. 1146-1 of the Civil Code). For a formal summons to be valid, it is mandatory that the letter states expressly that it should be treated as a final demand to pay or at least point out that payment is expected by a certain and fixed date. Statutory interest for late payment can only run from the date the summons is received by the debtor (article 1153 code civil).

2. Summons

In Luxembourg, the attorney-at-law may start out by sending a notice of default. If the debtor's situation is such that any delay could prejudice collection of the debt, the creditor should start legal proceedings immediately. The accelerated procedure consists in applying to the President of the court to issue an order to pay. If the claim is of a more complex nature, the creditor will commence proceedings by a writ of summons.

In order to avoid unnecessary costs, the attorney would normally send out a notice of default together with a summons to pay. It is not common in Luxembourg to have a debt collection agency do this service.

The summons can be served by bailiff, but it is not mandatory.

3. Provisional attachment measures

If the creditor has reasons to suspect that goods of the debtor may disappear in order to prevent the creditor from executing a court order, an attorney-at-law may at any stage of the debt collection procedure (if necessary before any summons have been sent) take provisional attachment measures. For this, authorisation of a judge is required who, after only a first examination of the case presented to him by the attorney-at-law (typically the debtor is not heard and has therefore at this preliminary stage no opportunity to resist the charges) will grant Warrant for conservatory attachment. With this authorisation the attorney-at-law instructs a bailiff to attach those assets covered by the order issued by the judge.

4. Summons

Subsequent to provisional attachment, the creditor has to instruct the bailiff to inform the debtor and serve a writ of summons within eight days.

After service of the writ of summons, the creditor must denounce the Warrant for attachment to the provisional third within eight days.

5. Non-appearance of debtor

If the debt collecting procedure is started by a request for an order to pay, the order is issued by the President of the Court without hearing the parties. The debtor may dispute the order by letter to the court within fifteen days. If no objection is made, the creditor can ask the court to make the order enforceable.

If the debt collection procedures are started by issuing a writ of summons, it frequently happens that the debtor does not appear at the date and time specified in the writ. If it is shown that the debtor has received the summons in person by the bailiff, the judge's decision is regarded as having been taken after hearing both parties. If the bailiff was unable to serve the summons to the

debtor personally, the judge will examine whether the writ has been served in accordance with the law and then grant the debtor/defendant default of appearance. After granting default of appearance the judge will issue a judgement based upon the writ of summons. The debtor may oppose this decision within fifteen days of Service.

6. Execution of judgement

In Luxembourg, judgements are rendered with a stay of execution, except in specific circumstances laid down by law. However the creditor may ask the court under certain circumstances for provisional enforcement.

7. Appeal

Normal appeal procedure applies to debt collection procedures.

8. Duration of the debt collecting procedure

A debt collecting procedure where no provisional attachment measures are taken and the debtor does not dispute the Claim made against him nor he appears in court, can take as little as 2 months. However if all opportunities for delay are fully used by the debtor and all court decisions are appealed, then the procedure can last up to several years.

9. Costs

If the debtor pays at first summation to the attorney-at-law, the creditor has to support the summation costs.

If the debtor does not pay legal procedure has to be started. Legal costs have to be supported by the debtor. Each party has to support his lawyer fees.

The court may concede damages for legal fees when the debtor is ordered to pay. The amounts allocated very seldom permit to cover all costs.

Russia

1. Activities to be carried out by the creditor

Debt collection procedure in Russia Starts from the analysis of the arbitration clause contained in the contract out of which debt has arisen. If under the arbitration clause the parties agreed to apply to international commercial arbitration then the State arbitration courts of the Russian Federation will not consider the debt claim in question. In the Russian Federation debt Claim is considered in the State arbitration courts in compliance with the Russian procedural law and Substantive law that is agreed in the arbitration clause. The Russian law does not stipulate writing a summons to the debtor, but it is obligatory if stipulated in the contract.

2. Summation

Under the norms of the Russian procedural law Observation of the pre-court settlement proceedings (writing a summons) is necessary only if it is stipulated in the contract.

3. Provisional attachment measures

Provisional security measures are allowed in the event not taking them may impede or make impossible execution of court decision, or with the aim to prevent heavy damages, which may be caused to the claimant, including cases where the court decision is executed outside the Russian Federation. Application to secure a Claim may be filed simultaneously with a lawsuit or during court proceedings until the court makes final decision. Several security measures may be applied (attachment of bank accounts, passing of property in question into custody, etc.). Application to secure a claim is considered by the judge solely without citation of the parties not later than the next day after filing of an application with the court. The plaintiff may not be refused a security measures if he provides valuable consideration. Court ruling of the arbitration courts on securing the claim is executed immediately on the basis of a writ for execution.

4. Summons

Within 5 days from the date of filing of a lawsuit to Russian arbitration courts a judge individually issues a court ruling on carrying out the proceedings. Court ruling on carrying out the proceedings is sent by post by the court to plaintiff and defendant the next day from its issuance.

5. Non-appearance of debtor

In the event of non-appearance of the plaintiff and (or) the defendant duly notified about time and place of the hearings the court might consider the case in their absence.

6. Execution of judgement

Decision of the arbitration court of the Russian Federation enters into force in one month from the date of its issuance if it is not appealed. On the basis of court decision on collection of debt the arbitration court issues a writ for execution. Court decision is executed after its entering into force during executive proceedings carried out by court bailiff.

7. Appeal

Normal appellate procedures apply to debt collection procedures.

8. Duration of the debt collecting procedure

If the defendant does not appeal the court decision and does not delay the court proceedings hearings of the case according to the law lasts for 3 months. In Russia duration of the executive proceedings is considered to be more important issue because court bailiffs carry out this process (e.g., in the absence of money on debtor's bank account debtor's immovable property may be sold on the auction but the duration of such an auction will depend on bailiffs' work.)

9. Costs

When filing a lawsuit on debt collection the creditor shall pay a State duty which amount depends on the sum to be collected (minimum 5% from the amount of US\$ 317.000 to maximum of US\$ 3,170). If the creditor wins a decision in his favour the State duty will be collected from the debtor. In Russia there are no Standard lawyers' fees provided by the law. That's why different law firms may apply different kinds of fees: hourly rates, percents from the amount collected, etc. Costs of legal Services, incurred by the person winning the case, will be collected from the debtor at the reasonable rate.

Slovakia

1. Activities to be carried out by the creditor

The creditors are generally well advised to formally notify the debtor in writing of his obligation or liability to pay or render something, setting out the deadline for fulfillment of such obligation and stating that unless payment is received within the deadline, the debt collection might be passed to an attorney or the debt collection entity. However, such pre-enforcement notifications are not compulsory according to the laws of the Slovak Republic.

2. Summation

The attorney (debt collection entity) usually addresses the debtor with default notice setting out the final deadline for the out-of-court fulfillment of such obligation and stating that unless the settlement is received within the prescribed deadline, a judicial procedure on the debt collection will be undertaken on his expenses. However such a procedure is not required by the laws of Slovak Republic and the attorney (debt collection entity) may file the claim to the court immediately.

3. Provisional attachment measures

Before the commencement of the proceedings, the court may order a provisional attachment measures if it is necessary to regulate provisionally the relationships of the participants or if there is a danger that the enforcement of a judicial decision could be jeopardized. There are several types of relevant provisional attachment measures commonly used in the Slovak Republic, such as: injunction, court custody of sum of money or things, limitation of disposition over assets or rights and order to perform, refrain from or avoid something. Relevant provisional attachment measures are available only upon enforceable court decision based on the specific plaintiff's application. The requirements for initiation of provisional attachment measures are expressly enumerated by the law, namely the Act No. 99/1963 Coll. the Code of Civil Procedures, as amended.

4. Summons

An action may be filed either in writing, orally into the judicial record, by electronic means or by fax (actions filed electronically without guaranteed electronic signature shall be completed in writing or orally within three days, actions filed by fax shall be completed within three days by submitting the original action at the court). The action filed electronically with guaranteed electronic signature does not have to be subsequently completed. The court duties are due at the moment filing of the action. Consecutively the court registers the action and assigns the reference number. The judge or the court officer performs the scrutiny of action to verify general formal requirements and if the documentary evidence provided sets the creditor's monetary claim beyond reasonable doubt, simultaneously with fulfillment of further requirements enumerated by the law. The judge (i) may issue the payment order "*platobný rozkaz*" – judge's writ (order), ordering the defendant to pay the amount owed, or otherwise the judge (ii) admits the commencement of a trial. Summons is being delivered to the parties by the court. In addition to payment order the Slovak law recognizes the following specific payment orders (i) European payment order as governed by the Regulation (EC) No 1896/2006 of the European Parliament and of the Council of 12 December 2006 creating an European order for payment procedure, (ii) order to pay a bill of exchange and (iii) order to pay a cheque.

5. Non-appearance of debtor

The court may deliver a judgement in default in case of simultaneous satisfaction of the following conditions:

- a) the defendant does not appear for trial even though he was summoned duly and on time, with instruction on consequences of non-appearance including possibility of default judgement;
- b) the defendant fails to respond to the action or the documentary evidence within 15 days upon delivery of summons, even though he was instructed by court to do so and duly informed on consequences of such failure;
- c) the defendant failed to duly excuse his absence before court.

The court accepts factual statements of the plaintiff to be the merits of the case, in case such statements are considered indisputable.

However, certain limitations apply to this general rule. For example, a default judgement cannot be applied (i) if such judgement shall create, modify or bring to extinction legal relationship between parties of the procedure; (ii) in case of dispute arising from international commercial relationships, (iii) in disputes, which can't be resolved by means of consent decree or (iv) in case of dispute, in which the right arising from the consumer contract to payment of money is being claimed and consumer is the defendant, if the contract contains unacceptable conditions.

6. Execution of judgement

In order to start the debt recovery procedure, it is necessary for the judgement to come into effect i.e. it must be final and absolute. The creditor may initiate the debt recovering procedure unless the debtor appeals against the judgement. If (i) the appellate procedure ends in favour of the creditor, (ii) the debtor waives his right to appeal or (iii) the right to lodge an appeal becomes statute-barred, the creditor is able to begin with the recovery of his debt.

7. Appeal

Referring to the above, normal appellate procedures apply to debt recovery procedure. The appeal against the judgment or resolution on merits of case can only be justified by the fact that: (i) certain defects occurred in the proceedings, (ii) there is other defect in the proceedings, which could have resulted in incorrect decision in the case, (iii) the Court of First Instance did not find completely the facts of the case because it did not perform the evidence submitted, which was necessary for the determination of the key facts; (iv) the Court of First Instance concluded incorrect facts of the case on the basis of the evidence performed; (v) the facts of the case found so far are not efficient, since there are additional facts or evidence which have not yet been applied or (vi) the decision of the Court of First Instance is based on erroneous determination of law in case.

8. Duration of the debt recovery procedure

In practice, the duration of this procedure depends on the provisional attachment measures used and the amount of property available for execution. However, the duration varies according to the complexity of each case and other individual circumstances. It is typical for a creditor to fully recover his debt within two or three years since the judgement comes into effect.

9. Costs

With judgement to satisfy the claim of a creditor, the court orders that the debtor reimburse all costs and disbursements related to recovering debt without specifying the period for payment. The costs and disbursements include court fees, debt collection charges (attorney's fees), fines and any other fees of expert witnesses or consultants that took part in the recovery procedure.

The debt collection charges depend on the magnitude of debt to be recovered. The debt collector usually ensures the debtor has enough property to cover the debt collection charges which are given priority before satisfying the debt itself. The creditor pays a deposit to the debt collector so as to secure that the debt recovery procedure will be instigated. Apart from the deposit, the creditor does not cover the costs of execution. The current amount of deposit is (i) EUR 33 for the motion for issuance of provisional attachment measures or (ii) 6% of the value of claim collected for the motion for initiation of trial (action), minimum EUR 16.50, maximum EUR 16,596.50 (in commercial cases maximum EUR 33,193.50). Special rates of deposits are being applied in case of international commercial relationships, namely 2 % of the value of claim collected, minimum EUR 16.50, maximum EUR 1,659.50 for both (i) the performance of court's act or (ii) for motion for issuance of provisional attachment measures.

Spain

1. Activities to be carried out by the creditor

No necessity for the creditor to formally write the debtor in advance, before handing over to an attorney.

2. Summation

There is no Obligation for an attorney to write a default notice to the debtor. The attorney has no competition from debt collection agencies or court bailiff's. The "*juicio monitorio*" allows the creditor to present himself to a judge without the assistance of an attorney for debts of less than € 65.000. This procedure is however not used frequently.

3. Provisional attachment measures

An attorney may request the judge to grant permission for provisional attachment measures ("*procedimiento de medidas cautelares*"), however the judge does not limit himself to only a superficial examination. The creditor may have to prove the existence of a risk that warrants provisional attachment measures. The creditor may have to offer a guarantee for the debtor.

4. Summons

If a judge has approved of provisional attachment measures before serving the writ of summons ("*demanda*"), the attorney is granted 20 days afterwards to serve the writ. The writ of summons is served on the debtor by the court bailiff ("*procurador*").

5. Non-appearance of debtor

If the debtor does not appear at the date and time specified in the writ of summons, the judge will grant a default of appearance and make a judgement ("*sentencia*") based upon the writ of summons.

6. Execution of judgement

In case of appeal, the attorney can ask for the provisional execution of the verdict which could only be stopped by producing a money guarantee by the debtor to cover the principal of the Claim plus interest and expenses.

7. Appeal

Normal appellate procedures apply.

8. Duration of the debt collecting procedure

If the debtor does not make payment, nor dispute the case before the judge, the debt collection procedure would take approximately 1 year. If the debtor however has a good lawyer and he is instructed to delay the claim then it could be that none of us might ever see the end of the claim.

9. Costs

In Spain the judge is not forced to condemn the debtor to pay the legal expenses derived from the claim but it can be said that usually the debtor is condemned to pay for legal expenses of the creditor. For debts of up to € 6.000 the costs would be around 15% of the claim.

Switzerland

1. Activities to be carried out by the creditor

The Swiss debt collecting System is a co-operation between a non judicial debt collection authority, so-called debt collection Office, and the common civil courts. Any debt collection procedure Starts with the official debt collection Office which issues an official summon to the debtor. If the debtor refuses to pay the creditor is forced to start the civil proceeding. Within the civil proceeding the creditor is not only allowed to Charge for attorney fees but also for any expenses he has had so far for the extrajudicial Steps (except for attorney costs) (i.e. attached overview).

2. Summation

The attorney-at-law also uses to write a default notice to the debtor, stating a final deadline to pay even if the debtor is already in default. Basically no further letters will follow but, depending on the debtor or the Situation as such, maybe a direct contact with the debtor or his lawyer. If not, the attorney-at-law shall start either a civil proceeding or shall involve the official debt collection Office. As mentioned above under point 1 the Swiss debt collecting system consists of a co-operation between extrajudicial steps and civil proceedings. The attorney-at-law has to estimate the available evidence. If the evidence is clear and allows to immediately prove the claim he will involve the debt collection office due to a Chance to avoid a formal civil procedure. If the evidence is weak the attorney-at-law shall immediately start a civil procedure.

3. Provisional attachment measures

The Swiss System allows for taking provisional attachment measures if the creditor has reason to suspect the debtor may make assets disappear. Provisional attachment measures could for example be the blocking a bank account, to prohibit dispositions about real property or to keep in custody any other assets of the debtor (i.e. attached overview).

4. Summons

The debtor has the right to object against the provisional measure within 10 days. If he does, the judge shall summon both of the parties, the creditor and the debtor, shall verify again the provisional measure. Either the creditor or the debtor shall be allowed to appeal against such second decision of the judge.

If the creditor has taken provisional attachment measures before having started the actual debt collecting procedure and if no objection has been taken the creditor respectively his attorney-at-law has to start it within 10 days after achieving a legal binding permission for provisional measures otherwise the permission shall become void.

5. Non-appearance of debtor

The proceedings remain the same whether the debtor appears or not. In case of default of appearance the judge verifies the Service of the writ of summons. If it has been served in accordance with the law he will make his judgement in the debtor's absence.

6. Execution of judgement

In Switzerland, typically judgements are warded with a stay of execution which means that a judgement cannot be executed if the debtor has appealed against it. Objections against provisional attachment measures can only be filed *after* their executions. Provisional measures

never convert to titles of enforcement. After provisional measures the creditor is always forced to start an ordinary civil procedure or to continue the debt collection procedure.

7. Appeal

The appellate procedures depend on the documents the creditor is able to submit. The strongest evidence for his Claim is a former judgement, the weakest, of course, is an oral agreement with the debtor. If the creditor has only an oral agreement with the debtor or other weak evidence, he is forced to Start an ordinary civil procedure and the debtor is able to appeal with stay of execution. If the creditor has a former judgement or for example an acknowledgement of indebtedness or a written contract with further evidence of the debtors default the procedure is shortened and can even force the debtor to a claim against the creditor to prove his position. Sometimes it is difficult to estimate the quality of evidence of a creditor, but which is essential to decide whether to try shortened procedure or to start normal civil actions.

8. Duration of the debt collecting procedure

Even if the debtor does not react at all against debt collection measures, the creditor will have to wait for receiving money at least several months, depending on the assets the debt collection authority is able to use in favour of the creditor. Debt collection procedure can easily last for significantly more than a couple of months and can even last for many years.

9. Costs

There are no typical or legal collection charges in Switzerland. The debtor has to pay all official collection fees charged by the debt collection authority but he only has to pay attorney fees in relation to court procedures such as provisional measures, shortened or ordinary civil procedures. He does not have to pay any attorney fees in relation to official collection steps. It is the creditor who has to pay the latter of there are any. Involving an attorney-at-law can therefore cause costs for the creditor which he is not allowed to transfer to the debtor.

The Netherlands

1. Activities to be carried out by the creditor

In the Netherlands a creditor is well advised to formally write the debtor a summons, the creditor writes his final notification. In the summons the creditor advises his debtor that unless payment is received within (for example) 14 days, debt collection will be handed over to an attorney at which stage debt collection charges will be added to the debt.

2. Summons

In the Netherlands an attorney-at-law writes a default notice to the debtor, stating a final term which upon expiry of it will result in the debtor being in default. The debtor is informed that unless he makes payment within this term a judicial procedure to collect the debt will be commenced. Upon expiry of the default term, typically another two letters will be sent, this time in stronger wording though, urging the debtor to make payment.

Writing of the summons is sometimes being done by a court bailiff or a specialized debt collection agency which offer competing Services. However both the court bailiff and a specialized debt collection agency lack procedural qualifications to assist the creditor in court (where the debt is higher than € 5,000.-) or taking provisional attachment measures.

3. Provisional attachment measures

If the creditor has reason to suspect that goods of the debtor may be made to disappear in order to prevent the creditor from executing a court order, an attorney-at-law may at any stage of the debt collection procedure (if necessary well before any summons have been sent) take provisional attachment measures. For this permission of a judge is required who, after only a superficial examination of the case presented to him by the attorney-at-law (typically the debtor is not heard and has therefore no realistic opportunity to resist the charges) will grant permission to take provisional attachment measures. With this permission the attorney-at-law instructs a court bailiff to seize certain or all assets of the debtor.

4. Summons

With the granting of permission to take provisional attachment measures, the judge will instruct the creditor to have a writ of summons served upon the debtor by a court bailiff through an attorney-at-law within (usually) two weeks.

If no recourse has been taken to provisional attachment letters, the attorney-at-law will have to have a court bailiff serve a writ of summons upon the debtor/defendant.

5. Non-appearance of debtor

In debt collection procedures, frequently the debtor does not appear at the date and time specified in the writ of summons. The judge will examine whether the writ has been served in accordance with the law and then grant the debtor/defendant default of appearance. After granting default of appearance the judge will make a judgement based upon the writ of summons.

Should the debtor/defendant appear, normal court proceedings are followed to try the case.

6. Execution of judgement

In the Netherlands, typically judgements are awarded without a stay of execution. Even if the debtor/defendant appeals the judgement, the creditor can still have the judgement executed. If

provisional attachment measures were taken, these measures automatically convert to a title to enforcement.

7. Appeal

Normal appellate procedures apply to debt collection procedures.

8. Duration of the debt collecting procedure

In the Netherlands a debt collection procedure where no provisional attachment measures are taken and the debtor does not dispute the Claim made against him nor he appears in court, can take as little as 6 weeks. If however all opportunities for delay are used to the full by the debtor and all court decisions are appealed, than the procedure can last up to several years.

9. Costs

If the debtor pays at first summation to the attorney-at-law, the costs for the creditor will normally be limited to the collection charges that are to be paid for by the debtor. This is the one area where an attorney-at-law in the Netherlands can work on a "no cure no pay" basis for his client.

Collection charges are typically 15% of the debt to be collected. Once the creditor has not received payment upon his final notification the debtor is liable for debt collection charges. The judge has the right however to reduce the amount collection charges awarded if these are considered too high.

Apart from debt collection charges, courts do award the creditor damages for legal fees when the debtor is ordered. These damages do generally not completely indemnify the creditor for legal fees incurred by his attorney-at-law.

United Arab Emirates

Debt collection other than dishonored cheque:

1. Activities to be carried out by the Creditor

If a creditor contacts a lawyer, the creditor will be advised to write a demand letter addressed to the debtor asking the latter to pay the outstanding amount with a Statement that unless payment is received within the stipulated time, the debt collection will be passed on to their lawyer/attorney for collection.

2. Summation

If the debtor fails to pay and the matter is referred to a lawyer, the lawyer, as an initial step, will send a legal notice by fax and registered post to the debtor for him to pay the outstanding amount within the specified period (i.e. 10,7,5,3 days etc.) stating that failure to pay within the said specified period, the client has instructed the lawyer to take appropriate legal action to recover the amount together with interest, legal cost etc.

If the debtor fails to pay, the lawyer will again send a final legal notice instructing the debtor to pay the outstanding amount within 3 working days. This is optional.

3. Provisional attachment measure

If the creditor has good reason to believe that the assets of the debtor may be dissipated or he runs away from the country, in order to prevent the creditor from executing the court order, the lawyer may apply for interim injunction for attachment of the assets (movable and immovable) including freezing of bank accounts and travel ban.

Such orders are not granted lightly. The court wants to see sufficient evidence to prove that the debtor will depart with his assets and run away from the country.

If the Court accepted the attachment application, the creditor has to file the civil suit within 8 days from the date of the acceptance order of the court.

4. Summons

If the debtor does not pay the amount as per the legal notice served upon him, the creditor can file civil suit in Dubai Court of First Instance by paying the court fees (in other Emirates, the civil case will be filed at the reconciliation committee attached to the court. If the reconciliation fails, the matter will be referred to the court).

The court will serve the summons by hand delivery to the premises of the debtor stating the date of appearance before the court either by person or by an attorney.

5. Non-appearance of the Debtor

If the debtor fails to appear before the court on the said hearing date, the court will re-notify the debtor. If the debtor again fails to appear before the court and was not notified, the creditor can request the court to notify the debtor by publication in a local news paper.

If the debtor does not reply, the judgment in default can be obtained against the debtor for the claimed amount with other legal costs.

The debtor can file appeal against the judgment within 30 days from the date of receipt of the notification of the summons or from the date of publication of the summons in the newspaper about the judgment.

Court proceedings then follow to determine the claim.

6. Execution of judgment

If the debtor does not file an appeal within 30 days from the above mentioned date, then the default judgment becomes final and conclusive. This can be enforced by filing execution case before the Court of Execution.

The Execution Court will issue summons to the judgment debtor. The judgment debtor has to pay within 15 days from the date of receipt of the summons. If the payment is not received within 15 days, the judgment creditor can request the court to attach the assets of the judgment debtor including bank accounts.

It is open for the debtor to apply for default judgment to be set aside. The debtor will normally apply for a stay of execution pending the hearing of this application.

7. Appeal

Normal procedure of the civil claim will apply for the debt collection.

8. Duration of the court procedure

Minimum duration for obtaining the judgment is 6 to 12 months for the Court of First Instance. The procedure can last longer, if defendant goes to appeal and then to the Cassation Court (Supreme Court). To file appeal in the Cassation Court, the claim amount should be more than AED 200,000.-.

9. Fees

The court will award legal interest either at 9% or 5% along with the judgment amount, and the court fees and nominal attorney's fees i.e. between AED 500.- to 2000.-.

Debt collection of the dishonored cheques

If the cheque is dishonored, the creditor can directly file a police complaint against the drawer of the cheque. If the debtor pays, the case will be closed, if not it will be referred to the public prosecutor and then to the criminal court. If payment is still not made then the creditor can file a civil case against the debtor.

United Kingdom

Denison Till's debt recovery unit – recovering debts for businesses and individuals in the United Kingdom

The sooner problem debts are tackled the better your prospects of a successful recovery. In many cases a solicitor's letter of demand will lead to immediate payment in full. However, some debtors will not pay unless Court proceedings are issued; in these cases civil proceedings will be commenced promptly, normally in the County Court, to ensure that a Judgment is obtained and enforced at the earliest opportunity.

1. Activities to be carried out by the creditor

The creditor should present its invoice or fee note promptly and keep strictly to the timetables imposed by its terms of trading and credit control procedure.

The Court's Protocol states that certain information should be provided to the debtor before starting a debt claim where the creditor is a business and the debtor is an individual; this information includes giving details of *how* the money can be paid; contact details so that the debtor can contact you to discuss possible repayment options and information about those organisations providing free independent advice and assistance.

2. Summation

If the debtor does not pay then the solicitor will send the debtor a letter of claim demanding payment within a period of time (normally within 7 days). The letter of claim will in many cases result in payment or with the debtor contacting the solicitor or creditor with payment proposals.

The letter of claim may be relied upon by the creditor to justify recovery of his legal costs in any subsequent proceedings.

3. Provisional attachment measures

The Court has a wide discretion to grant interim remedies to the creditor pending trial. These remedies include making an order restraining a debtor from removing from the jurisdiction assets located there or restraining a debtor from dealing with any assets whether located within the jurisdiction or not (a "freezing injunction") and/or an order requiring a debtor to admit another party to premises for the purpose of preserving evidence etc (a "search order").

There are many evidential and procedural obstacles that need to be overcome in order for a creditor to obtain an interim injunction of this nature and these measures should therefore be regarded as the exception rather than the rule.

4. Summons

If no response or no satisfactory response is received from the debtor to the letter of claim then court proceedings to recover the debt will follow.

A Claim Form and Particulars of Claim ("the Claim") will be issued in the County Court; in commercial cases where the claim is more complex or of a high value then proceedings will be issued in the High Court.

The Claim will be for the outstanding debt and/or damages, interest and legal costs. Interest can be claimed either at the contractual rate or at the rate fixed by UK statute (currently 8% per annum).

The Claim can be served either by the Court or the solicitor. Once the Claim has been served the debtor has 14 days to respond. The debtor can respond by paying the amount claimed; admitting all or part of the Claim and asking for time to pay; disputing the Claim and serving a Defence within 28 days of service or disputing the Claim and making an offer to settle.

If the debtor fails to respond at all then a Judgment in Default will be entered against him.

5. Non – appearance of the debtor

If the debtor fails to respond to the Claim within 14 days of service or, having indicated that he intends to defend, fails to serve a Defence within 28 days of service then a Judgment in Default will be entered against him for the amount claimed plus interest and fixed costs.

6. Execution of Judgment

Once a Judgment has been obtained it can be enforced as follows:

- a) by warrant of execution (recovery of the debtor's goods)
- b) by an attachment of earnings (for those debtors who are individuals and in employment)
- c) by charging order (to secure the judgment against any property owned by the debtor; 'property' includes land or securities e.g. shares.)
- d) by third party debt order (to freeze bank accounts)
- e) by insolvency proceedings (bankruptcy of an individual or liquidation of a limited company).

In addition the debtor or the officers of the debtor if it is a limited company can be examined before the court and required to provide information about the debtor's means or any other matter about which information is needed to enforce a judgment or order.

In every case the most appropriate method to enforce the award will be considered with you before any enforcement action is taken.

7. Appeal

A debtor can apply to set aside a Judgment obtained in default. The court may set aside or vary a judgment if the debtor can show that he has a real prospect of successfully defending the claim or it appears to the court that there is some other good reason why the judgment should be set aside or the defendant should be allowed to defend the claim.

The debtor may be able to Appeal against the decision made by the Judge at the hearing of the creditor's case (i.e. in a defended Claim). There must be proper grounds for making an appeal and there are strict time limits within which to do so; in debt claims permission (or 'leave') from a Judge will be required before an appeal can be made.

8. Duration of the debt collecting procedure

The length of time of the procedure will depend on whether or not the debt is disputed. In an undefended Claim a Judgment can be requested as soon as the 14 days after service have expired. The Court will then produce the written Judgment and the creditor can immediately enforce.

If the debt is disputed (or 'defended') then the time from service of the Claim to the final hearing will vary depending on the locality of the Court. If the Claim is defended and a Defence is filed then the Court will send to the parties a questionnaire to complete which is known as 'allocation'; Claims for £25,000 or less should be heard (i.e. by final hearing or trial) within approximately 30 weeks of the date of allocation. Higher value defended Claims will take longer to reach the final hearing depending on the complexity of the case and the number of days that it is anticipated the trial will take.

9. Costs

In civil proceedings in England and Wales the award of costs is in the discretion of the court. However, the general rule is that if an order for costs is made the unsuccessful party will be ordered to pay the costs of the successful party. The *amount* of those costs will, unless fixed costs apply (as with undefended debt claims), either be agreed with the paying party or assessed by the Court.

Undefended debt proceedings are subject to a fixed costs regime so that fixed costs and court fees will be automatically added to the Judgment debt and recoverable from the debtor.

Denison Till debt recovery fees

1. We will charge £10 for an initial letter of demand. If this results in payment there will be no further charge.
2. If Court proceedings are issued, solicitor's costs and Court fees will be charged to you and added to the amount claimed from the debtor.
3. Details of the current solicitor's fixed costs and Court fees and our other charges can be found on our web site www.denisontill.com.

Summary

The importance of the client relationship is one of the key values of Denison Till. The ability to use specialist knowledge in the recovery of debts and understand and anticipate client's needs is a priority. It enables the firm to provide debt recovery solutions that are both relevant and cost effective.

If you would like further advice or information please contact:

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