

any negotiation room, the validity and enforceability of the claim must be examined first by the bill collector.

In the event that the negotiation produces fruitful results, the bill collector is recommended against signing anything until the document is reviewed by your own legal counsel – although the customer is already willing to settle the debt. An attorney with experience in commercial disputes can provide you with sound advice to ensure that the debt settlement be secured to your advantage while your interest is still very well protected.

## **Lawyer's Demand Notice**

If the negotiation or the company's follow up letter happens to yield no positive result, the next step is to arrange of the lawyer to serve a demand notice to the customer in an effort to recover the price of goods or services. Sometimes, the lawyer's demand letter alone manages to get the customer to settle the outstanding bill, but that does not happen very often. If the demand notice still fails to secure any payment, then you may need to go to the next step, i.e. filing a lawsuit to recover the unpaid bill. Read on the next chapter.



### **Debt Collection Act, B.E. 2558 (2015)**

Any collection from an individual customer (not a corporate customer) in a B-2-C transaction must be made in compliance with the additional conditions laid down by the Debt Collection Act, B.E. 2558 (2015) (the "Debt Collection Act"). There are periods of time that you may attempt to follow up on the payment from an individual customer. Certain aggressive behaviors are prohibited by the Debt Collection Act. The debtor under this Debt Collection Act does not include a juristic person (aka entity), so it is understood that the additional conditions (or the limitations) laid down by the Debt Collection Act do not apply in the case where the customer (or the debtor) is the company.