



CLIENT AUTHORITY TO ACT

Company Name _____

Trading As _____

Contact Name _____

Second Contact _____

Physical Address _____

Postal Address _____

Phone _____ Fax _____

Mobile _____

Email Address _____

Company Number _____ REGN Date _____

Type of Business _____

Limited Liability (please tick) Yes No

Bank Account Details _____

Accountant _____ Contact Name _____

Phone _____ Fax _____

Solicitor _____ Contact Name _____

Phone _____ Fax _____

I / We being and signature of the above company have read and understood the Terms and Conditions of New Zealand Credit Management as supplied. The Client appoints NZCML to carry out its instructions in the relation to its services from time to time in accordance with the Standard Terms and Conditions of Service and charges therein.

Executed as a Deed this _____ day in the month of _____ in the year _____

Signed for and behalf of Client _____ Signed for and behalf of NZCML _____

Signature _____ Signature _____

Print Name _____ Print Name _____

Position Held _____ Position Held _____

NEW ZEALAND CREDIT MANAGEMENT LIMITED

Terms & Conditions of Service

1. INTRODUCTION

1.1 This agreement is for the purpose that the Client, from time to time, may wish to use Credit Management, Business Appraisal, Debt Recovery, Debtor Tracing, Process Service and/or Legal Services of NZCML.

2. DEFINITIONS

2.1 "NZCML" shall mean NEW ZEALAND CREDIT MANAGEMENT LIMITED. "The Client" shall mean the person or company purchasing or utilising the services of NZCML.

2.2 Bartercard Debt Recovery Instruction

Where the Client is a Bartercard member the Commission Payable is accountable to 50/50 split of Barter and Cash Sale in accordance with the structure at 2.3 below.

2.3 Commission Payable

The Client shall pay commission on monies collected by NZCML and subsequently received by the Client from the Client's Debtors, with further consideration given for aged debt, however with the exception of considerations in Clause 2.8 below:

0-12 mths	13-24 mths	25-36 mths	37-48 mths	49-60 mths
20%	30%	40%	50%	60%

2.4 Mediation

A fee per instruction of \$50.00 applies where a Field Mediator is required to attend on the debtor and is successful in informal dispute resolution or instrumental in payment. Fees are added to any Settlement Agreement for Outstanding Debt and Commission Payable in consideration of Clause 2.8.

2.5 Trace/Investigation

Trace/Investigation services for absconding debtors will only be charged on successful relocation. The commission payable will not cover any investigation costs or credit monitoring whereby standard collection and mediation action has been exhausted. This action will only be instigated upon Authority to Proceed having been received from the Client. Estimates available on request.

2.6 Process/Document Service

A fee per service is the only cost the Client will incur for Document Service determined on a sliding scale by area:

- Urban service - \$75.00 each
- Rural service - \$125.00 each

2.7 Legal Action

The commission/fee structure will not cover any litigious methods of debt recovery using the legal system after all collection and mediation action has been exhausted. This action will only be instigated upon written Authority to Proceed having been received from the Client. Recoverable costs will be charged to the Client pursuant to District and High Court Rules. Estimates available on request.

2.8 Contract Enforceable Debt

Where the Client's accounting stationery, systems, Terms of Trade and Debtor has been made aware at the point of sale that all costs of collection will be charged, NZCML will endeavour to recover the same from the Debtor pursuant to the said conditions.

2.9 Accountability

NZCML reserves the right to take a first charge over any monies recovered from the respective debtor for the satisfaction of disbursements, after which a Trust Account Cheque or electronic transfer will be sent to the Client for funds received together with a detailed statement of debtor transactions.

3. ASSIGNMENT

3.1 The Client may not assign sub-let or transfer any rights or obligations implied in this contract without the prior written consent of NZCML.

4. PAYMENT

4.1 NZCML reserves the right to limit credit and/or withdraw any credit facility at any time while any overdue amounts owing remains unpaid.

4.2 NZCML prices and commissions are excluding GST, current at the time of printing but are subject to alteration without notice.

4.3 Unless otherwise agreed NZCML disbursements are payable to/by NZCML by the 20th of the month following invoice/collection. All payments due will be made in full without any deduction by way of set off, counterclaim or other legal equitable claim.

4.4 If full payment is not made by the due date, then:

- (i) NZCML reserve the right to charge the Client, interest charged at a rate of 24% per annum calculated daily until payment is received in full.

(ii) NZCML reserve the right to take a first charge over any recovered funds held in trust for the Client for the payment of any collection fees, costs or disbursements that may be incurred.

(iii) NZCML reserve the right to add all costs of collection and expenses we may incur in recovering from the Client any overdue account.

5. COPYRIGHT

5.1 The Client shall have no right or title to material stored by NZCML as electronic images or files and it shall be assumed that the data supplied are copies of the original.

6. LIABILITY

6.1 The Client warrants and undertakes to NZCML that any material, statement, representation or information;

(i) Is not, or is not likely to be misleading or deceptive or to otherwise infringe the Fair Trading Act 1986.

(ii) Is not otherwise to breach any provision of any Statute, Legislation or Rule of Law.

6.2 NZCML will do its best, insofar as its own staff is concerned, to make demands and enter into arrangements with the Client's Debtors for the repayment of outstanding accounts. In ALL cases, the costs incurred and/or any litigation will be sought from the Debtor within the boundaries of the Laws of New Zealand.

6.3 Should the Debtor approach the Client after lodgment of any instruction with NZCML, entering into arrangements or whereby the Client accepts payment whether received in person or by mail, the Client will be responsible for informing NZCML of the arrangement. The Client acknowledges the payment of such fees or commission due to NZCML immediately.

7. INDEMNITY

7.1 The Client hereby agrees to indemnify NZCML against any costs, damage or loss, including consequential, proceedings, claim or demand caused arising directly or indirectly from the provision of any services, recommendations, acts or omissions of NZCML or its agent or servants, howsoever arising pursuant to these general terms and conditions.

8. JURISDICTION

8.1 Should any part, provision or clause of this agreement be found to be unenforceable or rendered invalid by law, the rest of the provision, or clause and the rest of the agreement shall be deemed to stand intact.

8.2 Product information is general and descriptive and should not be taken as a complete statement of the relevant law or practice.

9. PRIVACY ACT (1993)

9.1 The Client authorises any person or company to provide NZCML with such confidential information as may be required for the purpose of credit enquiries and the collection of any overdue accounts from the debtor. The Client further authorises NZCML to furnish to any third party details of any engagement and any subsequent dealings as a result of any payment default. NZCML shall at no time communicate or cause to be communicated any information contained in a Client's file or report.

9.2 The Client understands that as an individual they have rights under Section 20(1)(b) of the Privacy Act 1993 to access and correct any personal information held by NZCML.

9.3 The Client specifically authorises:

(i) Any solicitor, accountant, broker or banker to provide and disclose, upon request, to NZCML any information required to complete its investigations.

(ii) NZCML to accept from any solicitor, lending institution, agent or Inland Revenue Department any taxation refund cheques or refunds to be credited to any unpaid service fees.

10. TERMINATION

10.1 NZCML undertake to monitor the Client's account for a period not exceeding six (6) years to the Statute of Limitations and shall continue collection procedures and enforce all reasonable collection action on the Client's behalf.

10.2 Either party may terminate this agreement by one month's (30 days) written notice to the other party.