

Northland Debt Collection Limited

Collection Agreement Form

Northland Debt Collection Limited
 Matthews Ave
 P O Box 250, Kaitaia 0441
 Ph: 09 408 1905
 Fax: 09 408 0140
 Email: judi@amotors.co.nz

NDC Client Details

| | | |
|--------------------|--------------------------|-----|
| Client Group No. | (to be completed by NDC) | |
| Trading Name | | |
| Postal Address | Contact Person | |
| | Email Address | |
| Contact Nos. Phone | Mobile | Fax |

Your Debtor's Details - debtor 1

| Title | Surname /Company Name | First Name(s) / Trading as | Date of Birth | Drivers License No. |
|--|-----------------------|----------------------------|---------------|---------------------|
| | | | | |
| Address | Home | Work | | |
| | Mobile | Fax | | |
| Postal address (if different from above) | Email Address | | | |
| | | | | |
| Occupation | Employer | | | |

Your Debtor's Details - debtor 2 if joint debt/ Business owner

| Title | Surname | First Name(s) | Date of Birth | Drivers License No. |
|--|---------------|---------------|---------------|---------------------|
| | | | | |
| Address | Home | Work | | |
| | Mobile | Fax | | |
| Postal address (if different from above) | Email Address | | | |
| | | | | |
| Occupation | Employer | | | |

Debt Details PLEASE ENCLOSE ALL RELEVANT DOCUMENTATION

| | |
|---------------------------------------|--------------------|
| Details of work done / Goods supplied | Date done |
| | Original Amount \$ |
| | Balance Due \$ |
| | |
| Other Comments: | |

On signing this collection agreement you agree to the terms and conditions of the collection arrangement on the following pages.

Client Authorisation

| | |
|------------------|-------------|
| Client Signature | Client Name |
| Date | Position |

Collection Terms and Conditions

Northland Debt Collection Limited
P O Box 250, Kaitaia 0441

1. **YOU appoint Northland Debt Collection Limited (NDC)** on the following collection terms to collect all debts referred by you to NDC from time to time. The following standard terms and conditions apply to any standard debt collection services (collection services) to you, our client.
2. **Supply of our Collection Services**
 - 2.1 We will supply our collection services to you when you ask us to. You may ask us by giving us written instruction on our instruction form.
 - 2.2 We will:
 - do everything we reasonably can to follow the specific collection instructions you give us
 - instruct other people to help us with legal proceedings or to do a field visit, if you ask us to. You must pay our additional fees relating to those services
 - if the debt has not been paid or disputed 14 days after we receive your collection instructions, we may record information about the debtor and the debt with a debt reporting agency, and update that information from time to time if practical
 - seek instruction from you before accepting any offer for payment where the offer is less than the full amount of the debt
 - promptly pay any payments we receive on your behalf into the NDC ASB bank account and account to you for those payments each month after deducting all commissions, fees charges and disbursements relating to our collection services
 - stop any action on any collection instruction if you write and ask us to.
 - 2.3 To enable us to supply collection services you agree:
 - at the time you give us the collection instructions, to make sure you give us all the information you have about the debt and the debtor. This includes copies of all documents and any other information we need to recover the debt
 - to make sure all information you give NDC is as up to date as possible and accurate
 - to give us all reasonable assistance that we need
 - to tell us immediately if you receive any payment towards the debt or communication regarding the debtor or the debt
 - to write to the customers telling them you are referring the debt to NDC if it remains unpaid after a designated period
 - if you require us to recover costs as well as the debt that to ensure you have legal ability to recover those costs.
 - 2.4 You understand:
 - that payments paid into our account may not be cleared funds and if the bank does not honour such payment you must refund us the relevant amount.
3. **Other Terms of Supply**
 - 3.1 You must comply with the terms and conditions of this agreement in order to use our collection services.
 - 3.2 You must promptly provide us with information and cooperate with us if we need to substantiate the debt.
 - 3.3 We must comply with the Privacy Act 1993 and all other laws that apply to your use of our collection services or information.
 - 3.4 We reserve the right to cease action on any collection instructions received from you and refer a debt back to you where a sensitive issue has arisen or may arise that could reasonably be seen to cause adverse publicity to you or us.
4. **Our Charges**
 - 4.1 You must pay us:
 - our current charges for any services you use:
At June 1st 2009 this was 20% of debt recovered over \$200
 - our fee for any additional or third party services or other disbursements we incur in carrying out the collection services
 - commission in relation to the monies we receive, payments made directly to you, credit agreed with you and all other matters acceptable to you in reduction or satisfaction of the debt
 - any other fees we tell you about for our collection services
 - GST if applicable for our fees and charges
 - where fees disbursements charges and GST are not deducted out of any payments, you must pay all such fees, disbursements and GST by the 31st of the following month, or we may:
 - charge interest on the overdue amount at 2% per month
 - require you to pay us any collection costs incurred.
 - 4.2 Schedule of charges (including GST):
 - mileage per kilometre \$ 0.75
 - field visit (door knock for ap forms etc)\$85.00
 - serve documents (court documents) \$110.00
 - repossession fee \$200.00
5. **Term and Termination**
 - 5.1 This agreement continues until either of us terminates it by giving 30 days notice to the other.
 - 5.2 We may withhold or suspend your use of our collection services immediately if you do not pay our fees and charges or if we reasonably believe you do not comply with the obligations under this agreement.
6. **Compensation and Liability**

- 6.1 We will not collect on any matter we believe is illegal. If however, we deviate from our standard terms and conditions we are liable to you for any direct loss for our failure to follow your direct instructions.
 - 6.2 We exclude all liability we may have to you whatever you are claiming for. This exclusion does not apply for anything the law prohibits.
 - 6.3 You are using our services for the purposes of a business and therefore falls outside the terms of the Consumer Guarantees Act 1993.
7. **General**
- 7.1 We may change this agreement by amending or deleting terms of by adding new terms.
 - 7.2 We will send any bills to the latest postal address, email address, fax number that you have given us. You must tell us if you change your contact details.
 - 7.3 You must not transfer your rights or obligations under this agreement to any other person without first getting our written consent.
 - 7.4 New Zealand law applies to this agreement.