



DEBT LODGEMENT FORM

Fax to : 06 843 3348

Serial Number (Office use only)					
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WHO OWES YOU MONEY? (Debtor)		Business		Consumer	
Full Name/s:					
Address:					
Phone:			Fax:		
Mobile:					
Email:					

DETAILS OF MONEY OWED					
Amount: <small>(INC GST)</small>	\$	Last Invoice Date:			
Are you legally entitled to add on costs including collection costs, interest, or admin costs (proof is required if requested: e.g. Terms and Conditions, Credit Application)				Yes	No
Collection Costs: <small>(Not subject to GST)</small>	\$	Interest: <small>(Not subject to GST)</small>	\$	Admin Costs: <small>(INC GST)</small>	\$
How should we handle your debtor for this collection?			Hard	Soft	
Please forward a copy of all invoices & information relating to this debt					

YOUR CONTACT DETAILS (Creditor)	
Business Name:	
Contact Name:	
Phone:	Fax:
Email:	

<p style="text-align: center;">TERMS OF COLLECTION</p> <p>1. Definitions 1.1 "CFD" shall mean Cash Flow Doctors Ltd. 1.2 "Creditor" shall mean the entity who instructs CFD to recover outstanding debt. 1.3 "Debtor" shall mean the person, persons, company, trust, organisation or any other entity that owes money to the Creditor.</p> <p>2. Commission 2.1 These terms and conditions are to be read in conjunction with CFD's standard terms and conditions. 2.2 A collection is deemed to have commenced at the time this Debt Lodgement Form is submitted by the Creditor, by whatever means, to CFD. 2.3 Commission is payable as follows: a) For collections of \$250 and under, \$50 plus GST (payable on a pro-rata basis if the amount collected is less than the amount submitted for collection). b) For collections greater than \$250, 20% plus GST on every dollar collected with a maximum of \$2,000 plus GST for any individual debt. 2.4 In the event of part payment only being recovered by CFD or the Creditor, then commission is due on the amount recovered. 2.5 Any action taken by the Creditor either before, during or after a collection has commenced shall not effect CFD's right to charge commission. 2.6 CFD reserves the right to deduct any amounts owing by the Creditor from amounts recovered on behalf of the Creditor.</p> <p>3. Warranties 3.1 The Creditor warrants that: a) any amounts claimed for collection, other than amounts claimed for goods and/or services provided by the Creditor to the Debtor, are separately invoiced and have been identified on the Debt Lodgement Form as such, and b) any such amounts were properly notified to the Debtor at the time of sale of goods or services to the Debtor, and c) there is no unresolved disputes with respect to the debt submitted for collection on this Debt Lodgement Form; and d) they shall notify CFD immediately of any payments received direct from the Debtor, or the details of any contact made by the Debtor.</p> <p>4. Indemnities 4.1 With respect to any of the above warranties the Creditor indemnifies CFD against any claims arising against CFD for any actions undertaken by CFD on behalf of the Creditor. 4.2 The Creditor indemnifies CFD and agrees that CFD shall not be a party and/or liable for any action brought against CFD or the Creditor in relation to the debt submitted for collection on this Debt Lodgement Form. 4.3 The Creditor acknowledges and understands that CFD cannot guarantee the successful recovery of any debt submitted for collection.</p>	Signed:
	Other contact information about Debtor:

Cash Flow Doctors Ltd - Terms of Trade

<p>1. Definitions</p> <p>1.1 "Seller" shall mean Cash Flow Doctors Ltd, or any agents, employees, successors or assigns thereof.</p> <p>1.2 "Buyer" shall mean the entity or person named on any form provided by the Buyer to the Seller (or any person acting on behalf of and with the authority of such entity or person) who buys or agrees to buy Services. If the Buyer includes two or more persons, those persons' liability is joint and several.</p> <p>1.3 "Services" shall mean any Services provided by the Seller to the Buyer (including, but not limited to, debt collection services, terms of trade drafting services, privacy compliance systems, or any advice or recommendations) and are as described on any invoice provided by the Seller to the Buyer.</p> <p>1.4 "Price" shall mean the cost of the Services as determined by the Seller and any other amounts owing to the Seller by the Buyer.</p> <p>2. General</p> <p>2.1 Headings are inserted for convenience and shall not affect the construction of this contract. The singular includes the plural and vice versa. Persons include incorporated and unincorporated entities. Words importing one gender include the other.</p> <p>2.2 If any provision of this contract shall be invalid or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced, or impaired.</p> <p>2.3 This contract shall be subject to the laws and statutes of New Zealand and subject to the jurisdiction of the court geographically closest to the physical address of the Seller.</p> <p>2.4 The Seller may sub-contract any part of this contract. No sub-contractor has any authority to agree to any variation of this contract on behalf of the Seller.</p> <p>2.5 The Seller's failure or delay in exercising or enforcing any right it has under this contract shall not operate as a waiver of the Seller's rights to exercise or enforce such rights or any other rights in the future.</p> <p>2.6 The Seller may, and the Buyer may not, vary or replace this contract and it will be a condition of the Seller continuing to supply Services to the Buyer that the Buyer agrees to sign any variation or replacement of this contract.</p> <p>2.7 Any waiver of these terms and conditions by the Seller must be made in writing.</p> <p>2.8 The Buyer may not assign all or any of the Buyer's rights or obligations under this contract without the written permission of the Seller.</p> <p>2.9 The Seller shall not be bound by any error or omission made by the Seller on any invoice, quotation, estimate, or any other document issued by the Seller.</p> <p>2.10 The Buyer shall notify the Seller of any intention to cease trading or of any change in the Buyers name, and/or contact details by giving at least seven (7) days notice in writing prior to any such events taking effect.</p> <p>3. Acceptance</p> <p>3.1 Any instructions received by the Seller from the Buyer for the supply of Services and/or the Buyer's acceptance of Services supplied by the Seller shall constitute acceptance of this contract.</p> <p>3.2 The Seller will only supply Services on these terms and conditions unless agreed otherwise in writing.</p> <p>3.3 These terms and conditions along with invoices, quotations, estimates, order forms, or any other documents issued by the Seller together form the contract and are the full agreement between the parties.</p> <p>4. Quotations</p> <p>4.1 Where a quotation is given for the Price then:</p> <p>a) the quotation shall only be binding upon the Seller for thirty (30) days from the date of issue; and</p> <p>b) where Services are required in addition to the quotation then the Buyer agrees to pay the additional Price of providing such Services; and</p> <p>c) the Seller reserves the right to amend the quotation in the event of circumstances beyond the Seller's control.</p> <p>5. Consumer Guarantees Act & Fair Trading Act</p> <p>5.1 Where Services are supplied for the purposes of a business, the Buyer agrees that the Consumer Guarantees Act shall not apply.</p> <p>5.2 Nothing in this contract is intended to have the effect of contracting out of the Consumer Guarantees Act and the Fair Trading Act except to the extent permitted by statute.</p> <p>6. Price</p> <p>6.1 The Seller may require a deposit of a percentage of the Price before delivering the Services.</p> <p>6.2 The Price of the Services shall be either:</p> <p>a) the Seller's usual Price for the Services provided as shown on the Seller's invoice, or</p> <p>b) stipulated (subject to clause 4.1.c) in the Seller's quotation.</p> <p>6.3 Unless otherwise agreed the Price is exclusive of Goods and Services Tax, and any other applicable taxes, duties, charges and costs payable by the Buyer in addition to the Price.</p> <p>7. Payment</p> <p>7.1 Unless otherwise agreed to in writing by the Seller, payment of any invoice shall be due on the twentieth (20th) day following the end of the month in which an invoice is issued for the Price.</p> <p>7.2 All payments by the Buyer must be made in full and without any deduction or right of set-off or counterclaim. The Buyer agrees, however, that any monies that the Seller may owe the Buyer on any account whatsoever may, at the Seller's option, be set-off against payments due by the Buyer to the Seller.</p> <p>7.3 Any funds held in trust by the Seller on behalf of the Buyer as at the last business day of each month shall be paid to the Buyer within the first five (5) working days of the following month.</p> <p>7.4 The Seller shall be entitled to deduct any amounts outstanding from any monies held in trust.</p> <p>7.5 The Buyer shall not be entitled to any interest on funds held in trust.</p> <p>8. Default</p> <p>8.1 Without prejudice to any other rights or remedies that the Seller may have against the Buyer, the Buyer agrees that in the event of default in payment by the Buyer then the Buyer agrees to pay on demand;</p> <p>a) all costs (including, but not limited to, collection agency fees, commission, legal fees and any other costs on a solicitor and own client basis) incurred by the Seller in recovering any amounts payable by the Buyer to the Seller; and</p> <p>b) interest on the amount outstanding at the end of each month in which the Buyers account is in arrears at the rate of two percent (2%) per month (compounding) with such a rate after as well as before any judgement; and</p> <p>c) a monthly administration fee of twenty five dollars (\$25) by way of damages payable on the last day of each month in which the Buyers account is in default.</p> <p>8.2 The Seller may at the Seller's sole discretion stop further performance of this contract, require payment in cash before further performance of this contract, or terminate this contract without notice to the Buyer upon the happening of any of the following events:</p> <p>a) the Buyer makes default in payment due under this contract or in payment of any monies due by the Buyer to the Seller on any account whatsoever; or</p>	<p>b) the Buyer is insolvent or takes any proceedings to reschedule any indebtedness; or</p> <p>c) in the Seller's opinion the Buyer is unable to pay indebtedness as it falls due; or</p> <p>d) a receiver or manager is appointed to any property of the Buyer.</p> <p>Title</p> <p>Property and ownership in the Services will not pass to the Buyer, but will remain with the Seller, until payment in full of the Price.</p> <p>Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such instrument is paid in full.</p> <p>Until property in the Services passes to the Buyer:</p> <p>a) the Buyer shall hold the Services as fiduciary bailee and agent for the Seller; and</p> <p>b) the Seller shall have a right of lien over any Services, whether or not those Services have been paid for by the Buyer. Such rights shall be additional to the Seller's rights referred to herein; and</p> <p>c) if the Buyer is in default of payment then the Buyer shall deliver the Services to the Seller upon demand and in the event the Buyer does not comply with such a demand then the Seller shall be entitled to enter upon the Buyer's premises at any time and do all things necessary in order to take possession of the Services. The Buyer shall be liable for all costs of whatsoever nature associated with the exercise of the Seller's rights under this clause.</p> <p>Privacy Act</p> <p>10.1 The Buyer acknowledges that personal information collected or held by the Seller is provided and may be held, used and disclosed for the following purposes:</p> <p>a) administering, whether directly or indirectly, the Seller's contracts and enforcing the Seller's right there under; and</p> <p>b) marketing Services provided by the Seller; and</p> <p>c) ascertaining at any time the Buyer's creditworthiness and obtaining at any time credit reports, character references or credit statements; and</p> <p>d) enabling the Seller to notify any credit agency of any application for credit or default on any obligation of the Buyer to the Seller and enabling the Seller to provide such personal information to any credit agency so such credit agency can maintain effective accounting records; and</p> <p>e) enabling the Buyer to communicate with the Seller for any purpose.</p> <p>Where the Buyer and/or Guarantors are an individual the authorities under clause 10.1 are authorities or consents for the purposes of the Privacy Act 1993.</p> <p>10.2 The Buyer has the right under the Privacy Act 1993 to obtain access to and to request correction of any personal information concerning it held by the Seller.</p> <p>Privacy Code Agreement</p> <p>11.1 Where the Buyer collects credit information directly or indirectly from individual/s for disclosure to the Seller, the Buyer must inform the individual/s of the purposes for which the Seller is collecting the information and the purposes for which the information will be used and disclosed.</p> <p>11.2 The Buyer must not disclose information to the Seller without taking such steps as are, in the circumstances, reasonable to ensure that the information is accurate, up to date, complete, relevant, and not misleading.</p> <p>11.3 The Buyer must, as soon as reasonably practicable, update any credit default information or serious credit infringement information previously disclosed to the Seller and ensure that the information remains accurate, up to date, complete, relevant, and not misleading.</p> <p>11.4 The Buyer must promptly cooperate with the Seller in its efforts to investigate and resolve complaints and requests for correction of credit information and must, for those purposes, supply, upon request, evidence to confirm compliance with the requirements of rule 11 of the Credit Reporting Privacy Code 2004 or evidence to substantiate any credit default information or serious credit infringement information disclosed to the Seller by the Buyer.</p> <p>11.5 The Buyer must take appropriate measures, including the following, to safeguard the credit information held by the Seller against improper access:</p> <p>a) develop written policies and procedures to be followed by its employees, agents and contractors;</p> <p>b) establish controls, including the use of passwords, credential tokens or other mechanisms and user identification;</p> <p>c) provide information and training to ensure compliance with the policies and controls;</p> <p>d) monitor usage and regularly check compliance with the policies and controls; and</p> <p>e) take appropriate action in relation to identified breaches of the policies and controls.</p> <p>Errors and Omissions</p> <p>12.1 Any claim by the Buyer as to incorrect performance or breach of this contract must be made to the Seller in writing within seven (7) days of being invoiced (time being of the essence) for the Services otherwise the Seller shall be entitled to presume that the Services have been completed without any errors or omissions.</p> <p>12.2 In the event the Seller agrees that the Services have not been completed without any errors or omissions then the Seller's liability shall be limited to either repair or replacement of the Services.</p> <p>Limitation of Liabilities</p> <p>13.1 The Seller shall not be liable to the Buyer, or to any other person, for any loss or damage either:</p> <p>a) caused by any delay in delivery however that delay is caused; or</p> <p>b) arising directly or indirectly from the Services or their use.</p> <p>13.2 The Seller shall not be liable for any consequential, indirect or special damages or loss of any kind suffered by the Buyer or any other person caused by any breach by the Seller of any of the Seller's obligations under this contract.</p> <p>13.3 If the Seller is ever liable to the Buyer, or any other person, and the Seller cannot rely on the exclusions or representations, warranties, or liabilities set out in these terms and conditions then the Seller's liability is in all cases limited to the Price of the Services.</p> <p>13.4 Neither party shall be deemed in default of this contract to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any Act of God, war, terrorism, fire, natural disaster, accident, act of government, strikes, unavailability of material, or any other cause beyond the reasonable control of such party.</p> <p>Copyright</p> <p>14.1 All copyright, patent and intellectual property of any designs, drawings, specifications, sketches, or samples provided by the Seller shall remain the property of the Seller and shall only be used by the Buyer for the use for which they were intended or supplied.</p> <p>14.2 Where the Seller has followed a design or instruction furnished by, or given by the Buyer, then the Buyer shall indemnify the Seller against all damages, penalties, costs and expenses of the Seller or in respect of which the Seller may become liable through any work required to be done in accordance with such instructions involving an infringement of a patent, trademark, registered design or common law right.</p> <p>Dispute</p> <p>15.1 Any and all disputes arising between the parties under this contract will be referred to a single arbitrator to be mutually agreed upon by the parties (or failing such agreement as appointed by the New Zealand Collectors Association). Any determination of such arbitrator shall be final and binding on the parties and not subject to review.</p>
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