



CROWN COLLECTIONS LIMITED

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office@crowncollections.nz

Terms of Trade

1. Crown Collections Limited will provide document preparation and service and debt recovery services for the client on the following terms and conditions.
2. Upon receiving instructions from the client to recover any debt, Crown Collections Limited will initially take such steps as it deems prudent, short of legal proceedings, to recover or secure the debt on the client's behalf.
3. Crown Collections Limited will not accept any offer for satisfaction of the debt by instalments or for less than full amount of the debt without first obtaining instructions from the client, unless Crown Collections Limited, in its absolute discretion, consider that the offer is reasonable and requires immediate acceptance.
4. Any money collected for the client by Crown Collections Limited will be paid to the client on the next scheduled payout date following receipt of debtor's payment after deducting all fees, commission and disbursements.
5. In addition to all fees, commission and disbursements incurred by Crown Collections Limited in attempting to collect the debt the client will pay the costs of any other person engaged by Crown Collections Limited, which it considered necessary to assist it in carrying out its obligations to recover or secure the debt.
6. In the event that the debt cannot be recovered or secured without the issue of Court proceedings Crown Collections Limited will seek instructions from the client as to whether it wished Crown Collections Limited to commence Court proceedings on their behalf:
7. Upon receipt of instructions from client to do so Crown Collections Limited will take steps reasonably required to issue Court proceedings for the recovery of the debt including the preparation and service of any documents as may be necessary to initiate and conduct legal proceedings.
8. The client authorises Crown Collections Limited to instruct such persons, including barristers, solicitors, process services and field agents as may be necessary to assist Crown Collections Limited to initiate and conduct legal proceedings for the recovery of the debt.
9. The Client will give all instructions to Crown Collections Limited in writing and Crown Collections Limited will, in its sole discretion, be under no obligation to action any instructions from the client unless they are first in writing.
10. The Client will pay Crown Collections Limited all fees, commissions, and disbursements notified to the client from time to time as well as any costs incurred by Crown Collections Limited to engage any barrister, solicitor, process sever or field agent to recover or secure the debt plus any applicable goods and service tax.
11. The client will indemnify Crown Collections Limited and hold it harmless for any losses, costs, expenses, damages, actions and proceedings
 - 11.1. Arising out of any Court proceedings initiated or conducted by Crown Collections Limited on the client's behalf.
 - 11.2. Arising out of the seizure or repossession of any goods or assets on the client's behalf.
 - 11.3. Arising out of any execution process initiated or conducted on the client's behalf.
 - 11.4. Concerning the use of information supplied to Crown Collections Limited by the client.
12. The client will notify Crown Collections Limited immediately when any debt is paid direct by the debtor to the client and will provide Crown Collections Limited with all correspondence that passes between client and the debtor after Crown Collections Limited has received instructions from the client in respect of that debt.
13. The client acknowledges that Crown Collections Limited may receive uncleared funds from a debtor. In any such case Crown Collections Limited will be under no obligation to account to the client until all funds are cleared, but in the event that it does so and the banks does not honour the transaction the client will refund Crown Collections Limited the full amount paid to client upon demand.
14. If Crown Collections Limited fees, commission and disbursements are not paid by deduction from money held on the client's behalf, the client will pay any invoices issued by Crown Collections Limited within 7 days of date of invoice.
15. In the event that the client fails to make payments of any sum owing to Crown Collections Limited on due date the client will pay interest on that overdue amount at the rate of 0.5% per week compounding from the due date of payment until payment in full is received.
16. The client will pay all cost and expenses incurred by Crown Collections Limited, including own solicitor/client costs, to recover any outstanding fees, commissions and disbursements from the client.
17. Crown Collections Limited reserves the right to review it rates of fees, commission and disbursements at any time and such fees, commissions and disbursements will apply from the date of notification to the client. A \$20 fee applies to all debts genuinely listed in error if advised within 2 days.
18. Crown Collections Limited reserves the right to terminate the client's instructions at any time.
19. The 'guarantor' hereby personally guarantees the due and punctual payment and performance of all the client's obligations under this agreement.
20. The client understands that Crown Collections Limited receives commission on any monies collected whether the debtor makes payment to Crown Collections Limited or the client, including whether the debtor is taken to the Disputes Tribunal or the District Court.

Signature:

Date: