

## Debt Recovery Instruction Form

\*please print clearly

### YOUR DETAILS

(you are collecting for)

<b>Contact Name</b>	<b>First Name:</b>	<b>Last Name:</b>	
<b>Trading Name:</b> (if applicable)			
<b>Postal Address:</b>			
<b>Ph:</b>	<b>Mob:</b>	<b>Fax:</b>	<b>Email:</b>
I understand that TCC receives commission on any monies collected whether the debtor pays to TCC or to ourselves, including whether the debtor is taken to the Disputes Tribunal or the District Court. Payment is due on or before the 20th day of the month following date of invoice. Any defaults on payments to TCC will result in legal action to recover the amounts outstanding including cost of collection. (All costs are exclusive of GST).			
<b>Signed:</b>			<b>Date:</b>

### DEBTORS DETAILS

(please start recovery action on)

<b>Debtors Name</b>	<b>First Name:</b>	<b>Last Name:</b>	
<b>Trading Name:</b>			
<b>Last Known Postal Address:</b>			
<b>Last Known Physical Address:</b>			
<b>Debtors Legal Entity:</b> (please tick) <input type="checkbox"/> Sole Trader <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Ltd Company <input type="checkbox"/> Trust			
<b>Joint Debtor(s) Name(s):</b> _____ Name(s): _____			
<b>Is there a personal guarantee held:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>Ph (Pvt):</b>	<b>Ph (Wk):</b>	<b>Ph (Mob):</b>	
<b>Fax:</b>	<b>Email:</b>	<b>Date of Birth:</b>	
<b>Amount of Debt:</b>		<b>Date Due:</b>	
<b>Description of Debt:</b>			
<b>Is there an agreement to pay collection costs:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>Special Instructions</b>	<i>Collection immediate contact (letter &amp; phone call process only)</i> <input type="checkbox"/>	<i>Collection action then legal after 10 days</i> <input type="checkbox"/>	<i>Immediate address monitoring (D.O.B. required)</i> <input type="checkbox"/>
<i>Immediate legal action</i> <input type="checkbox"/>	<i>Immediate default list</i> <input type="checkbox"/>	<i>Immediate personal visit</i> <input type="checkbox"/>	<i>Special Instructions below</i> <input type="checkbox"/>
<b>Additional Information:</b>			

\*Invoices are not required upon lodgment of this form but may be requested should a dispute arise, or legal action be taken.

**Please Fax, Post or Email this form to:**

Head Office • PO Box 37 006 • Christchurch • New Zealand  
Fax: 03 377 6640 • Email: office@thecollectionco.co.nz

# TERMS AND CONDITIONS

## Terms and Conditions of International Credit Services (1989) Limited T/A The Collection Company

1. International Credit Services (1989) Limited T/A The Collection Company (TCC) 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, TCC 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. TCC 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 TCC, in its absolute discretion, considers that the offer is reasonable and requires immediate acceptance.
4. Any money collected for the client by TCC will be held in trust for the client and TCC will account to the client on a monthly basis for all money collected after deducting all fees, commission and disbursements.
5. In addition to all fees, commission and disbursements incurred by TCC in attempting to collect the debt the client will pay the costs of any other person engaged by TCC, 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 can not be recovered or secured without the issue of Court proceedings TCC will seek instructions from the client as to whether it wishes TCC to commence Court proceedings on their behalf.
7. Upon receipt of instructions from client to do so TCC will take all 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 TCC to instruct such persons, including barristers, solicitors, process serves and field agents as may be necessary to assist TCC to initiate and conduct legal proceedings for the recovery of the debt.
9. The client will give all instructions to TCC in writing and TCC 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 TCC all fees, commissions, and disbursements notified to the client from time to time as well as any costs incurred by TCC to engage any barrister, solicitor, process server or field agent to recover or secure the debt plus any applicable goods and services tax.
11. The client will indemnify TCC 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 TCC 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 TCC by the client.
12. The client will notify TCC immediately when any debt is paid direct by the debtor to the client and will provide TCC with all correspondence that passes between client and the debtor after TCC has received instructions from the client in respect of that debt.
13. The client acknowledges that TCC may receive uncleared funds from a debtor. In any such case TCC 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 bank does not honour the transaction the client will refund TCC the full amount paid to the client upon demand.
14. If TCC fees, commissions and disbursements are not paid by deduction from money held on the client's behalf, the client will pay any invoices issued by TCC on the 20th of the month following invoice.
15. In the event that the client fails to make payments of any sum owing to TCC on due date the client will pay interest on that overdue amount at the rate of 2% per month from the due date of payment until payment in full is received.
16. The client will pay all costs and expenses incurred by TCC, including own solicitor/client costs, to recover any outstanding fees, commissions and disbursements from the client.
17. TCC reserves the right to review its rates of fees, commissions and disbursements at any time and such fees, commissions and disbursements will apply from the date of notification to the client.
18. TCC reserves the right to terminate the client's instructions at anytime. The "guarantor" hereby personally guarantees the due and punctual payment and performance of all the client's obligations under this agreement.