

Services:

Insolvency Collections
Commercial Collections
Debt Advisers
Document Service
Demand Line

Law Debt Collection Limited
A wholly owned subsidiary of
Law Debt Collection (NZ)
Limited
Incorporating :
Debtor Management Nz
Limited
College Credit Management
Limited



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LAW DEBT COLLECTION LIMITED
(Debt Recovery Specialists)

TERMS OF ENGAGEMENT

Client Name: _____ (the creditor)

Postal Address: _____

Street Address: _____

Telephone Number: _____

Facsimile Number: _____

Email Address: _____

**Name of Person
Signing This Agreement:** _____

Position Held in Firm: _____

Dear Sir / Madam

We thank you for the opportunity of working with you. With reference to collecting your outstanding accounts, our Terms of Engagement are outlined below:

Required Information

1. Law Debt Collection Limited (*Law Debt*) requires and the Creditor agrees to provide all information relating to the outstanding debt including the following:
 - (a) The debtor's current address (or if the current address is unknown, the last known address of the debtor);
 - (b) The debtor's last known telephone number;
 - (c) Any application forms completed by the debtor;
 - (d) Any invoices or statements issued to the debtor;
 - (e) The originals of any dishonoured cheques (or copies, where originals are not available);
 - (f) Full copies of any correspondence with the debtor in relation to the outstanding debt;
 - (g) Details of any other communication with the debtor in relation to the outstanding debt.

We trust that the Terms of Engagement and Terms and Conditions are read carefully and meet with your approval. Please sign and initial all pages and return to Law Debt Collection Limited.

If further assistance is needed, please do not hesitate in contacting the undersigned on the above number or 0275-900-094.

DO YOU HAVE THE PRIVACY ACT CLAUSE IN YOUR CREDIT APPLICATION: YES / NO
DO YOU HAVE THE DEBT RECOVERY CLAUSE IN YOUR TERMS AND CONDITIONS: YES/NO
DO YOU WANT TO MONITOR YOUR ACCOUNTS ONLINE: YES / NO

Client Id

Initial

The Creditor's Obligations

- 2. The Client warrants and confirms that all information, instructions and details provided to Law Debt, as to the debt claimed to be due from the debtor and / or any information (whether orally or written) provided to Law Debt in the course of listing the debt with Law Debt and / or in due course of collecting the debt are honest, truthful and not false and / or misleading in any manner, if the information supplied is incorrect and prohibits us from collecting this debt then full commission will be payable by the client. (whether as a result of an omission to provide information or otherwise).
- 3. The Client warrants that all the information it is aware of, or reasonably ought to be aware of has been provided to Law Debt on the letter of instruction and / or in written format.
- 4. The Client warrants that it has all the necessary authorities under the Privacy Act 1993 to disclose any and all information provided to Law Debt in the course of listing the debt in question. The Client also warrants that neither it, nor any of the information provided to it is misleading and deceptive within the terms of the Fair Trading Act 1986 and warrants Law Debt in providing that information to third parties is not acting in breach of the Fair Trading Act 1986.
- 5. Should it become necessary to issue legal proceedings against your debtor, the Client agrees to pay all legal cost incurred on a solicitor / client basis together with all filing and other administration fees incurred within seven (7) days. (Any instructions to commence legal proceedings must be in writing prior to any work being carried out)
- 6. The Client indemnifies Law Debt in addition to, but not in derogation from any other indemnity given by the Client to Law Debt. (Including any indemnity for all costs, damages, losses incurred by or action taken against Law Debt in defence of any proceeding on a solicitor / client basis arising out all of the information provided to Law Debt, whether in writing, orally, in electronic format, or any other format). It is agreed, for the purposes of this clause Law Debt shall include Law Debt's servants, agents, employees, contractors and any professional advisors retained by Law Debt.
- 7. To the extent permissible, the parties agree that the provisions of the Consumer Guarantees Act are contracted out of where the services of Law Debt are not provided to consumers within the meaning of the Consumer Guarantees Act.
- 8. To the extent considered necessary by the Client Law Debt has advised the Client to take independent legal advice as to its obligations under these terms and conditions.
- 9. Should Law Debt need to recover monies owing by the client due to costs incurred or commission not paid then all costs incurred will be payable by the client.
- 10. The fee, which will be charged by Law Debt and which the Client agrees to pay is 15% plus GST. This charge relates to any funds recovered by Law Debt or payments made direct to a client or a client obtaining a benefit in anyway from the actions of Law Debt after a debt has been listed with us. If the client closes a file or accepts an arrangement for payment or payment is made direct to the client or payment has been made prior to the debt being handed to Law Debt collection and our investigations find that payment has been received by the client then full commission will be payable to Law Debt Collection Limited.

In the event that payment is made direct to the Client, Law Debt will invoice the Client for their fee upon notice to Law Debt that those funds have been paid. All invoices are payable within seven (7) days of being issued.

Legal fees, Tracing and Searches, once authorised are payable by the client.

- 11. In the event that funds are received by Law Debt, this agreement provides an irrevocable instruction to Law Debt to deduct from such funds all moneys owed by the Client to Law Debt and / or for any work commissioned by Law Debt, from those funds the balance of the money owing to the client will be paid at the end of each month following on cleared funds only.

By signing below you accept the above mentioned terms and conditions. Any alterations or queries regarding these terms **must** be made to the offices of Law Debt Collection Limited in writing prior to signing this agreement.

Signed on Behalf of Client: _____

Dated: _____

Signed on behalf of Law Debt Collection Limited: _____

Dated: _____

Client Id

Initial
