

COLLECTION AUTHORITY



SECURE COLLECTIONS LTD

Newmarket Law Centre
Level 1, 19 Mauranui Avenue
Newmarket, Auckland 1051

YOUR DETAILS – “The Creditor”

Full legal name(s):

Company name:

Contact person:

Home &/or work phone:

Cell phone:

Physical address:

Postal address:

Email address:

Bank account number:

I/We have read, understood & agree to the terms & conditions listed below & agree all information provided on the collection authority & lodgement form is true & correct to the best of my/our knowledge. This collection authority & the below terms & conditions apply to any & all debts that I/We instruct Secure Collections Limited to collect.

Full Name/s of the creditor

Signed by the creditor _____ Dated: _____

MOBILE: 021 622 380 | AUCKLAND: 09 972 0034 | BLENHEIM: 03 578 2431

info@securecollections.co.nz | www.securecollections.co.nz | P.O. Box 113 010, Auckland 1149



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TERMS & CONDITIONS

Secure Collections Ltd Herein referred to as "SCL"
Creditor Herein referred to as "The Creditor"
Debtor Herein referred to as "The Debtor"

The creditor hereby agrees:

1. That SCL will be entitled to charge commission on any payment made by the debtor or on behalf of the debtor, or any credits, contras or set offs applied once instructed by the creditor.
2. That SCL is not responsible for the unsuccessful collection of a debt.
3. That if a debtor pays the creditor after instructing SCL, the creditor will notify SCL immediately, & commission will be payable on this amount.
4. That full payment of all invoices is payable by the creditor to SCL within 7 days.
5. That if the creditor fails to make full payment of any invoice within 7 days, the creditor will be liable for all costs incurred by SCL in the collection of the overdue amount, including solicitor's fees & court costs on a solicitor-client basis, interest at 20% per annum charged on a daily basis, & commission of 25% on the overdue invoice.
6. That once the creditor has instructed SCL to collect a debt, the creditor will not enter into any correspondence with the debtor without prior written permission from SCL, & agrees to refer any correspondence from the debtor to SCL immediately.
7. That once the creditor has instructed SCL to collect a debt, the creditor will not enter into any payment agreement or compromise without the written consent of SCL.
8. That if a creditor provides SCL with incorrect, false or misleading information, SCL reserves the right to close the file & charge the full commission on the debt, regardless of if any money has been paid by the debtor.
9. That SCL reserves the right to negotiate with debtors in relation to the amount per payment.
10. That the client agrees to defend, indemnify & hold harmless SCL & its officers, directors, shareholders, employees & agents from & against any & all damage, loss, cost, liability, tax & expense whatsoever, including barrister &/or solicitor's fees incurred by SCL relating to the any action undertaken by SCL in the collection & enforcement of the debt.
11. That the services provided by SCL to the client may not be reproduced, copied, or disseminated without the prior written consent of SCL.
12. That either SCL or the creditor reserves the right to terminate this agreement in writing by giving the other party 30 days' notice.
13. That upon termination of the agreement by the creditor, or the creditor withdrawing its instructions to collect a debt, SCL reserved the right to charge a cancellation fee of up to 25% of the balance owing on any debts which the creditor no longer wishes SCL to pursue.
14. That SCL reserves the right to review its terms & conditions, commission fees, or any other fees & disbursements at any time.
15. That pay-outs of funds collected from the debtor is made on the 2nd of each month, & if the 2nd falls on a public holiday or weekend, the pay-out will be made on the next working day.
16. That SCL will deduct any commission, invoices & fees (including GST) from any funds collected by the debtor before paying out the balance to the creditor.
17. That SCL is authorised to instruct any person including a barrister, solicitor, field agent or other person acting upon the instructions to SCL to act as agent for the creditor in the collection of the debt.
18. That in issuing any instruction to SCL, the instructing person confirms that they are duly authorised to issue such instruction on behalf of the entity that they represent.
19. That no other debt collection agency, person, partnership, limited liability company, lawyer or trust has been appointed to collect this debt from the debtor.
20. That if another debt collection agency, person, partnership, limited liability company, lawyer or trust has been appointed to collect this debt from the debtor, SCL will be entitled to close the file & charge the full commission payable, regardless of if any money has been collected.
21. That the creditor confirms any & all information concerning the debtor has been collected, obtained, used & disclosed in accordance with the Privacy Act 1993 & the Credit Reporting Privacy Code 2004.
22. That when there is more than one creditor, including a person acting on behalf of a company, all parties are held jointly & severally liable.
23. That if a liquidator or receiver reclaims money that has been collected by SCL, the creditor agrees that SCL was acting as a service provide to the creditor upon the creditor's instructions, & that SCL is entitled to payment of commission, fees & disbursements "costs" & that these costs will not have to be refunded to the client
24. That in issuing any instruction to SCL, the creditor agrees that they have read, understood, & agree to SCL's terms & conditions.

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LODGEMENT FORM

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DEBTOR DETAILS – “The Debtor”

Full legal name:

Company name:

Home &/or work phone:

Cell phone:

Home address:

Work address:

Postal address:

Email address:

Gender & date of birth

Description of debtor:

INVOICE DETAILS

Invoice/CIV/TTT number(s):

Date payment(s) due:

Amount paid & dates of payment:

Interest rate:

Total due:

ACCOUNT DETAILS

Do you have a privacy act clause? Yes / No / Unsure

Do you have a collection cost clause? * Yes / No / Unsure

Is this account disputed? Yes / No

Do you have a personal guarantee? Yes / No

Do you want access to view this debt on our online system? Yes / No

Which loading fee do you wish to choose? ** No agent visit

Agent visit

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LODGEMENT FORM

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****No agent visit \$50.00 +GST per debtor**

Demand sent by email and courier

****Agent visit \$110.00 +GST per debtor**

Demand personally served. Mileage of up to \$0.90 may apply for trips exceeding 30kms from our registered office for Auckland based debtors, or rural locations for debtors based out of Auckland

PLEASE NOTE:

- * *Collection costs can only be added to the debt if the debtor was informed of this prior to the work being completed. You cannot add a collection cost clause once the work has been completed.*
- *We charge a loading fee per debtor. If there is more than one debtor listed on your invoice/court order, and you do not wish to pay more than one loading fee, please only list the details of the debtor you want us to pursue.*

I/We have read, understood & agree to the terms & conditions listed on the collection authority & agree all information provided on the collection authority & lodgement form is true & correct to the best of my/our knowledge

Full Name/s of the creditor(s)

Signed by the creditor(s): _____ Dated: _____

Please provide a copy of ALL invoice(s), statement(s), signed account application form, terms and conditions, personal guarantee(s) and correspondence or communication with the debtor(s).