

COAST TO COAST INVESTIGATIONS (2008) Ltd

(DEBT RECOVERY AND INVESTIGATION SERVICES ACROSS
ALL OF AUSTRALASIA)

P O Box 447, Rangiora, 7440
Phone 03 354 2920, 0800 425 363
office@c2c.nz

Debt Lodgement Form

Your Details

| |
|-------------------------------|
| Business Name |
| Contact Name (First/last) |
| Phone |
| Fax |
| Physical Address |
| Postal Address |
| Mobile |
| Email |
| Brief description of Business |
| Signature |
| Date |

Debtor Details

| |
|--|
| Company Name |
| Legal Entity of Company <input type="checkbox"/> Ltd <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Trader <input type="checkbox"/> Individual |
| Contact or Personal Guarantor (full name) |
| Date of Birth |
| Physical Address |
| Postal Address |
| Phone Number |
| Fax |
| Mobile |
| E mail |

Debt details

| | |
|---|--|
| Amount of debt | |
| Date due (or range) | |
| Are you covered by a collection costs agreement? (contact us for clarification if necessary) | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Is there a Personal Guarantee on this account? (please attach copy) | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Description of debt | |
| Additional Information | |

Lodgement of this job is in accordance with our terms and conditions.
Invoices pertaining to this debt will only be required should a dispute arise or legal action be taken.
Commission will only be charged on monies collected and will be charged at a tiered rate of 20% plus gst.

Terms and Conditions of Coast to Coast Investigations (2008) Limited

1. Coast to Coast Investigations 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, C2C 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. C2C 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 C2C, in its absolute discretion, considers that the offer is reasonable and requires immediate acceptance.
4. Any money collected for the client by C2C 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 C2C in attempting to collect the debt the client will pay the costs of any other person engaged by C2C, 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 C2C will seek instructions from the client as to whether it wishes C2C to commence Court proceedings on their behalf.
7. Upon receipt of instructions from client to do so C2C 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 C2C to instruct such persons, including barristers, solicitors, process servers and field agents as may be necessary to assist C2C to initiate and conduct legal proceedings for the recovery of the debt.
9. The client will give all instructions to C2C in writing and C2C 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 C2C all fees, commissions, and disbursements notified to the client from time to time as well as any costs incurred by C2C 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 C2C 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 C2C 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 C2C by the client.
12. The client will notify C2C immediately when any debt is paid direct by the debtor to the client and will provide C2C with all correspondence that passes between client and the debtor after C2C has received instructions from the client in respect of that debt.
13. The client acknowledges that C2C may receive uncleared funds from a debtor. In any such case C2C 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 C2C the full amount paid to client upon demand.
14. If C2C 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 C2C within 7 days of date of invoice.
15. In the event that the client fails to make payments of any sum owing to C2C 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 costs and expenses incurred by C2C, including own solicitor/client costs, to recover any outstanding fees, commissions and disbursements from the client.
17. C2C 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. A \$20 fee applies to all debts genuinely listed in error if advised within 2 days.
18. C2C reserves the right to terminate the client's instructions at anytime.
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 C2C receives commission on any monies collected whether the debtor makes payment to C2C or the client, including whether the debtor is taken to the Disputes Tribunal or the District Court.