

# NEW DEBT FORM & AUTHORITY TO ACT

Please complete and fax to: 09 520 0172 or email to

[recoveries@ndcl.co.nz](mailto:recoveries@ndcl.co.nz)



NATIONWIDE DEBT COLLECTIONS

## Terms and conditions:

### Debt Recovery

#### 1.0 Obligations of Nationwide Debt Collections Ltd

- 1.1 Nationwide Debt Collections Ltd to secure payment of a debt will take the following action, but will not be limited to: - communication with the debtor by letter, telephone, email, facsimile, text.
- 1.2 Field visits, tracing and legal action will not be taken without the client's permission unless previously authorised.
- 1.3 Unless requested, Nationwide Debt Collections Ltd will not as a normal occurrence, consult the client in relation to the acceptance of a payment offer. It may however, from time to time involve the client in the acceptance process, particularly invoicing debts where the dollar value is substantial.
- 1.4 Monies received on behalf of the client will be deposited promptly into Nationwide Debt Collections Ltd account and will be direct credited to your nominated bank account by the 10<sup>th</sup> of the following month. Disbursements will be deducted prior to funds being deposited into the client's bank account.
- 1.5 When the invoice total is less than \$20.00 plus GST Nationwide Debt Collections Ltd will charge an administration fee of \$5.00 per invoice, to cover costs in relation to the production and issue of any monthly invoice/statement.
- 1.6 Nationwide Debt Collections Ltd is able to instruct at the cost of the client, such other persons, primarily field/tracing agents and solicitors in an attempt to recover the Client's debts.
- 1.7 An instruction/loading fee of \$25.00 will be charged on the loading of default of each New Zealand based debt.
- 1.8 Commission at the rate of 20% will be charged on each payment/debt reduction, including on tracing, field visits, and legal charges. Commission is charged on each payment/debt reduction, regardless of whether a payment is made direct to the client or to Nationwide Debt Collections Ltd. Debt reductions also include the resolving of a debt by way of a credit being passed by the client. A minimum amount of \$2.00 will be charged on any payment received.
- 1.9 An instruction/loading fee charged for overseas based debt will be based on location of the debtor, and will be advised at the time of debt loading.
- 1.10 A commission rate for overseas debt will be negotiated at the time the debt is loaded.
- 1.11 All charges are exclusive of GST. Nationwide Debt Collections Ltd reserves the right to review the rates of their commissions, charges and disbursements.

#### 2.0 Obligations of the client

- 2.1 The client, or its agent, will give written or electronic instructions to Nationwide Debt Collections Ltd for the loading of debts.
- 2.2 The client agrees that once a debt is placed with Nationwide Debt Collections Ltd, the client ceases to take any further action on the debt. If the client does take further action, while Nationwide Debt Collection Ltd is undertaking recovery action, then Nationwide Debt Collections Ltd will still be entitled to take full commission on any payments made.
- 2.3 The client agrees to reimburse Nationwide Debt Collections Ltd for all costs incurred no later than 7 days after the invoice date
  - Commission on payments made to either the client or
  - Nationwide Debt Collections Ltd, and credits passed.
- 2.4 The client agrees to pay Nationwide Debt Collections Ltd in advance for any agreed – disbursements for legal charges, field visits, tracing, company searches, administration charges.
- 2.5 The Client, or its agent, will provide Nationwide Debt Collection Limited will all information relevant to ensuring the collection of the debt.
- 2.6 The client must advise Nationwide Debt Collection Ltd of any payments made direct to the Client, credits passed, and of any correspondence received in relation to a debt under recovery action.
- 2.7 The client agrees to reimburse Nationwide Debt Collections Ltd for time spent on debts that:
  - are found to have been in dispute at the time of loading
  - where the client has asked for extra work to be carried out where there is little likelihood of recover of the debt
  - where Nationwide Debt Collections Ltd has spent considerable time and action on a debt and where the client has decided not to proceed any further.
  - the amount will be negotiated at the time with client
- 2.8 Should the client be in default on the payment terms to Nationwide Debt Collections Ltd, Nationwide Debt Collections Ltd reserves the right to employ debt recovery services to collect the account including adding debt collection charges at the same rate as charged to the client, interest and also to be able to lodge a default against the client.

1

#### SPECIALIST AGENTS PROVIDING NATIONWIDE:

☒ Debt Collection    ☒ Default Credit Listings    ☒ Debt Litigation Services    ☒ Debtor Tracking

Head Office Location: Level 3, Ideal House, 4 Gillies Ave Newmarket, Auckland

PO Box 113 027, Nemarket, Auckland | Fax: 09 520 0172 | Phone: 0800 002 162 | [www.ndcl.co.nz](http://www.ndcl.co.nz) | [recoveries@ndcl.co.nz](mailto:recoveries@ndcl.co.nz)