



TERMS OF COLLECTION

1. Definitions

- 1.1 "CFD" shall mean Cash Flow Doctors (2020) Ltd.
- 1.2 "Creditor" shall mean the entity who instructs CFD to recover outstanding debt.
- 1.3 "Debtor" shall mean the person, persons, company, trust, organisation or any other entity that owes money to the Creditor.

2. Commission

- 2.1 These terms and conditions are to be read in conjunction with CFD's standard terms and conditions.
- 2.2 A collection is deemed to have commenced at the time this Debt Lodgement Form is submitted by the Creditor, by whatever means, to CFD.
- 2.3 Commission is payable as follows;
 - a) For collections of \$250 and under, \$50 plus GST (payable on a pro-rata basis if the amount collected is less than the amount submitted for collection).
 - b) For collections greater than \$250, 20% plus GST on every dollar collected with a maximum of \$2,000 plus GST for any individual debt.
- 2.4 In the event of part payment only being recovered by CFD or the Creditor, then commission is due on the amount recovered.
- 2.5 Any action taken by the Creditor either before, during or after a collection has commenced shall not effect CFD's right to charge commission.
- 2.6 CFD reserves the right to deduct any amounts owing by the Creditor from amounts recovered on behalf of the Creditor.

3. Warranties

- 3.1 The Creditor warrants that;
 - a) any amounts claimed for collection, other than amounts claimed for goods and/or services provided by the Creditor to the Debtor, are separately invoiced and have been identified on the Debt Lodgement Form as such, and
 - b) any such amounts were properly notified to the Debtor at the time of sale of goods or services to the Debtor, and
 - c) there is no unresolved disputes with respect to the debt submitted for collection on this Debt Lodgement Form; and
 - d) they shall notify CFD immediately of any payments received direct from the Debtor, or the details of any contact made by the Debtor.

4. Indemnities

- 4.1 With respect to any of the above warranties the Creditor indemnifies CFD against any claims arising against CFD for any actions undertaken by CFD on behalf of the Creditor.
- 4.2 The Creditor indemnifies CFD and agrees that CFD shall not be a party and/or liable for any action brought against CFD or the Creditor in relation to the debt submitted for collection on this Debt Lodgement Form.
- 4.3 The Creditor acknowledges and understands that CFD cannot guarantee the successful recovery of any debt submitted for collection.