

Terms and Conditions of Clement Collections

1. Clement Collections (CCL) 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, CCL 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. CCL 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 CCL, in its absolute discretion, considers that the offer is reasonable and requires immediate acceptance.
4. Any money collected for the client by CCL 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. (Payout dates are mid month and at the end of the month)
5. In addition to all fees, commission and disbursements incurred by CCL in attempting to collect the debt the client will pay the costs of any other person engaged by CCL, 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 CCL will seek instructions from the client as to whether it wishes CCL to commence Court proceedings on their behalf.
7. Upon receipt of instructions from client to do so CCL 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 CCL to instruct such persons, including barristers, solicitors, process serves and field agents as may be necessary to assist CCL to initiate and conduct legal proceedings for the recovery of the debt.
9. The client will give all instructions to CCL in writing and CCL 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 CCL all fees, commissions, and disbursements notified to the client from time to time as well as any costs incurred by CCL 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 CCL 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 CCL on the clients 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 CCL by the client.
12. The client will notify CCL immediately when any debt is paid direct by the debtor to the client and will provide CCL with all correspondence that passes between client and the debtor after CCL has received instructions from the client in respect of that debt.
13. The client acknowledges that CCL may receive uncleared funds from a debtor. In any such case CCL 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 CCL the full amount paid to client upon demand.
14. If CCL 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 CCL within 7 days of date of invoice.
15. In the event that the client fails to make payments of any sum owing to CCL 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 CCL, including own solicitor/client costs, to recover any outstanding fees, commissions and disbursements from the client.
17. CCL 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. CCL 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 CCL receives commission on any monies collected whether the debtor makes payment to CCL or the client, including whether the debtor is taken to the Disputes Tribunal or the District Court.