



## Terms and Conditions

### Direct Payments

If this debtor approaches the client direct after the debt has been lodged with The CIA Debt Recovery Group Limited, the client should ensure the debtor is immediately directed back to The C.I.A. Debt Recovery Group Limited. If a debtor makes direct payments to either a client, a property manager, an investor or any other party by way of voluntary payment, or because of court enforcement or, by any other means for the debt after the debt has been lodged, the client will be liable for the commission as per his/her/it's chosen pricing option and any enforcement or legal fees that have been incurred by The C.I.A. Debt Recovery Group Limited.

### Disbursement of Payments

Any costs The CIA Debt Recovery Group Limited incurs during the process of debt collection shall be recovered from the debtor before any disbursement of payments to the client is made.

Disbursement of debtor payments to clients are made every month. Disbursements within New Zealand are made without charge, whereas disbursement to accounts outside New Zealand will incur a fee of \$20 per payment.

### Commission

When a client states he/she/it has, or has had a debt collection clause included in the contract that was signed by the debtor, The C.I.A. Debt Recovery Group Limited will add commission to the top of any debt lodged (excluding Option 1 in the Pricing Options) at the commission rate of the clients chosen Pricing Option. This means the debtor will pay for the commission which may affect the length of time until the debt is repaid and may also alter the total commission charged over the total length of the collection process. The C.I.A. Debt Recovery Group Limited relies upon this information as being correct. When a client states he/she/it does not have a debt collection clause included in the contract that was signed by the debtor, The C.I.A. Debt Recovery Group Limited will deduct commission from the total debt at the commission rate of the clients chosen Pricing Option. This will result in the client getting back less than the original debt that was lodged. GST is added on top of C.I.A's commission rate.

The C.I.A. Debt Recovery Group Limited does not accept liability for not collecting its commission. The C.I.A. Debt Recovery Group Limited will be entitled to charge and receive commission on any amount collected.

# General

The C.I.A. Debt Recovery Group Limited takes no responsibility for the unsuccessful collection of a debt. All pricing options are not a “results” based, however commission will only be charged when the debtor starts making repayments.

A statement will be emailed to the client each month that outlines any payments received, charges incurred and payments that will be disbursed to the clients nominated bank account.

The C.I.A. Debt Recovery Group Limited does not advance any costs or disbursements to any client in respect of any action involved with enforcement.

## Multiple Debtors

If there are two or more debtors on the Court order The C.I.A. Debt Recovery Group Limited will only make arrangements with one debtor or, if Court enforcement is required, file Court enforcement action against one debtor unless the client states that he/she/it wants multiple debtors pursued through to enforcement.

The C.I.A. Debt Recovery Group Limited reserves the right to decide which debtor it will pursue when there are multiple debtors.

If the client states he/she/it wants more than one debtor pursued through the District Court enforcement process, the costs of additional enforcement will be payable by the client. The reason being is that the Courts require separate enforcement applications against each debtor via solicitors, which incurs the relevant Court and solicitor's fees on each debt(or). The Courts are also not amalgamating Tribunal orders.

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## Client Obstruction

The client agrees that once the debt has been lodged with The C.I.A. Debt Recovery Group Limited that he/she/it will not get involved in or obstruct the debt collection process or in the management of the repayment of the debt. The client agrees not to deal with or contact the debtor nor do or permit any act or omission which has the effect of either directly or indirectly cancelling or altering the existing repayment plan or attempt to withdraw the debt.

Should the client obstruct and cause the cancellation or alteration of the repayment plan then the client agrees to pay The C.I.A. Debt Recovery Group Limited for the full commission as per his/her/its chosen pricing option, along with any enforcement or legal fees that have been incurred by The C.I.A. Debt Recovery Group Limited regardless if any further monies are ever paid.

The client further agrees that if the payment referred to above is not paid in full within 30 days of the demand that The C.I.A. Debt Recovery Group Limited is at liberty to take any action it sees fit to facilitate payment, including lodging the commission owing to its database as a debt, with the client as the new debtor, and/or lodging a claim with a tribunal or court.

# Default Payments

The C.I.A. Debt Recovery Group Limited reserves the right to pass on the cost of defaults to the debtor. The C.I.A. Debt Recovery Group Limited may charge the debtor a default fee each time he/she/it defaults on a payment, this fee will be deducted from money paid in that pay-out period. The default fee is added to the top of the debt so the client does not pay this fee. The addition of these costs may extend the length of time it takes for the debtor to repay the debt in full. The C.I.A. Debt Recovery Group Limited discloses this cost to the debtor and the charges are part of a verbal contract with the debtor. The C.I.A. Debt Recovery Group Limited will take all reasonable measures to ensure the number of defaults is mitigated.

If a debt is paid by cheque and that cheque is not honoured (bounces) then a \$50 dishonour fee may apply.

# Incorrect Information

The C.I.A. Debt Recovery Group Limited may incur extra work if a person who lodges a debt with The C.I.A. Debt Recovery Group Limited provides incorrect information which needs to be corrected where possible.

The C.I.A. Debt Recovery Group Limited reserves the right at its sole discretion to charge for its time at a reasonable rate to correct the incorrect information and/or to apologise to any person adversely affected by the incorrect information.

The C.I.A. Debt Recovery Group Limited takes no responsibility for acting on information that is provided to it, which later proves to be incorrect or untrue. The C.I.A. Debt Recovery Group Limited is not liable for any loss whatsoever which is occasioned directly or indirectly by its acting on information which is inaccurate or untrue.

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# Overpayments

Where any overpayment is made and such overpayment is paid out to the client by The C.I.A. Debt Recovery Group Limited, then any consequential refund shall be made direct to the debtor by the person/firm/client lodging the debt.

# Negotiations

The C.I.A. Debt Recovery Group Limited reserves the right to negotiate with debtors in relation to the amount per payment and the total amount owing for the purposes of getting a repayment plan underway.

The debtor agrees that if the client does not agree to the negotiated amount, then the plan amount may be amended to the original stated debt. It is the debtor's responsibility to check whether the amount was accepted or declined by the client.

# Commission Charges

The C.I.A. Debt Recovery Group Limited has five different pricing options for clients, please [click here](#) to see them.

## Unpaid Invoices

If a client has failed or refused to pay an invoice within 30 days, where commission is due for a payment in full which has been paid direct to the client by the debtor, he/she/it will be charged a fee of \$300+GST which will be added on top of the commission due, and this will be lodged against the appropriate party.

## Credits and Compensation

The C.I.A. Debt Recovery Group Limited reserves the right to apply credits to debtors' accounts if deemed necessary. This includes but is not limited to: compensating a debtor for an error made on his/her/its debt file; compensating a debtor's account for an incorrect default charge; or as a negotiation tool to aid in the overall collection of a debt.

## Debt Enforcement

If the debtor is located and he/she/it refuses to pay the debt voluntarily, The C.I.A. Debt Recovery Group Limited reserves the right to use any means necessary to collect the debt, including District Court enforcement.

The C.I.A. Debt Recovery Group Limited will do all the necessary documentation and will arrange legal representation on the client's behalf. The C.I.A. Debt Recovery Group Limited will cover all the costs to start the first enforcement action only. If subsequent enforcement action is required, the client must pay The C.I.A. Debt Recovery Group Limited for these costs.

If the client does not gain an amended Court Order to include The C.I.A. Debt Recovery Group Limited's collection costs, the clients proportion of the Court ordered debt will be reduced by the applicable commission as per the chosen Pricing Option. Enforcement costs, which include Court and solicitor's preparation of documents and Court appearances are added to any debt if that course of action is required.

If the C.I.A. Debt Recovery Group Limited has not received a response from the client within 21 days of either payment or information being requested via email, fax, post or phone, then the debt is deemed to be assigned to The C.I.A. Debt Recovery Group Limited. If a client does not pay an invoice, then the debt is deemed to be assigned to The C.I.A. Debt Recovery Group Limited. The C.I.A. Debt Recovery Group Limited will then charge you the fee's (including commission) in the chosen pricing option.

## Credit File

All debtors are loaded into Veda Advantage (Equifax New Zealand Holdings as of March 2017), Dun & Bradstreet (NZ) and Tenancy Information New Zealand Limited databases at the discretion of The C.I.A. Debt Recovery Group Limited. Debtors loaded into these databases may also be removed at the discretion of The C.I.A. Debt Recovery Group Limited.

## False Information

If a client lodges a debt with The C.I.A. Debt Recovery Group Limited and The C.I.A. Debt Recovery Group Limited has reason to believe that the client has provided false or misleading information to The C.I.A. Debt Recovery Group Limited, then the client consents to The C.I.A. Debt Recovery Group Limited running a credit check on the client's credit file to help The C.I.A. Debt Recovery Group Limited further assess whether his/her/it's information provided is in fact correct or false.

## New Information

If The C.I.A. Debt Recovery Group Limited obtains new information during its duties, The C.I.A. Debt Recovery Group Limited will not disclose that information to any person or organisation.



**C.I.A.**

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