

# Instalment Monitor Service Agreement

Client ID Number:

NPS Rep:

Sales ID Number:

## Client Details

Business Name:

ABN/ACN:

Street Address:

Postal Address:

Web Address:

## Contact Details

Contact Name:

Position:

Telephone:

Mobile:

Fax:

Email:

Barter Card No:

## Costs

Rate:

One Off Establishment Fee:

## Bank Details

Bank Name:

Branch:

Account Name:

BSB:

Account Number:

## Payment Details

Method of Payment:  Credit Card  Cheque  Cash

Amount:

Name on Card:

Card Type:  VISA  MasterCard

Credit Card No:

Expiry Date: / /

Signature of Card Holder:

## Terms & Conditions (see overleaf)

I, the signatory hereto being duly authorised by the Client acknowledge that I have read the terms and conditions overleaf and do irrevocably agree on behalf of the Client to all terms, conditions and costs.

Authorised Signature:

Position in Company:

Printed Name of Signatory:

Date: / /

# Terms and Conditions

## 1. In this Agreement

- (a) "client" means the client specified below;
- (b) "commission rate" means the commission rate specified below or any variation of that rate;
- (c) "N.P.S." means Network Payment Solutions Pty Ltd.

## Appointment

- 2. The Client appoints NPS as its agent to monitor installment arrangements as agreed between the parties.

## Client's Obligations

- 3. The Client shall at all times;
  - (a) provide NPS with proper instructions and accurate information promptly as NPS requires;
  - (b) answer all NPS 's correspondence and requests promptly;
  - (c) keep NPS informed of the Client's current address and a telephone number where it may be contacted;
  - (d) pay all NPS's accounts for fees promptly in accordance with this Service Agreement ;
  - (e) immediately notify NPS of any arrangements or negotiations made in respect of any installment arrangement including but not limited to any credit made to that account; and
  - (f) at its own cost and expense comply with , carry out and perform the requirements of all Acts now and hereafter or any regulations or by-laws made thereunder including but not limited to the Credit Act 1984 the Credit Administration Act 1984 and the Privacy Act 1988 resulting from or attributable to the use of any standard forms supplied by NPS;

## Fees

- 4. The Client shall
  - (a) each time a payment is made in reduction of an outstanding Account and/or an outstanding Account is credited pay NPS a fee calculated by multiplying the Commission Rate by the amount of the payment and/or the credit ;

## Payment

- 5. NPS will send accounts to the Client at intervals and at such other times as it deems appropriate.

## 6. The Client;

- (a) shall pay all NPS accounts no later than seven (7) days from the date of the account;
- (b) authorises NPS at any time and from time to time to transfer;
  - (i) any money from its trust account;
  - (ii) any money received on the Client's behalf; or
  - (iii) any money held and/or to apply that money towards any unpaid accounts fees or disbursements payable in respect of any matters arising under their Service Agreement or any other money owing by the Client to NPS;

## Default

- 7. NPS may in its sole discretion cease to act for the Client if the Client fails to comply with any term or condition of this Service Agreement and NPS may close any file relating to the matter and any other files and render final accounts therefore.
- 8. If NPS place the Client's account with its inhouse collection department all monies owing by the Client to NPS become immediately due for payment and the Client shall pay to NPS forthwith on demand all costs charges and expenses including but not limited to debt collection agency fees and commissions incurred by NPS as a result or alleged default by the Client in observing or performing any of these terms and conditions.
- 9. NPS may retain custody of any money, property, papers, documents and files pertaining to the Client pending payment in full of the Client's account and shall not be obliged unless directed by a court to hand them over until paid in full.

## Variations

- 10. NPS reserves the right at anytime and from time to time to;
  - (a) vary delete or supplement any other term or condition of this Service Agreement upon written notice to the Client.

## Miscellaneous

- 11. The law implies terms and conditions and warranties ("prescribed terms") into contracts for the supply of goods and services and prohibits the exclusion restriction or modification of certain terms conditions and warranties. Some prescribed terms permit a supplier to limit liability for a breach of the prescribed terms. Except as provided by prescribed terms;
  - (a) NPS shall not be under any liability to the Client for any loss of damage of any kind whatsoever and however arising whether negligent or otherwise caused or incurred by NPS or any servant employee or agent of NPS; and
  - (b) the Client shall indemnify NPS and keep indemnified NPS from and against all claims demand writs summons actions suits proceedings judgments orders decrees damages costs losses and expenses of any nature whatsoever which NPS may suffer or incur in connection with the performance by the Client of the Client's powers and duties hereunder.
- 12. Time shall be of essence with respect to the obligation of the Client.
- 13. The toleration of sufferance by NPS of any breach or default of the Service Agreement by the Client shall not be construed to be a consent or waiver of that breach of default.
- 14. In the event of any part of this Service Agreement being or becoming void or unenforceable then that part shall be severed from the Service Agreement to the intent that the balance shall remain in full force and effect unaffected by any severance.
- 15. This Service Agreement shall be governed by the laws of Western Australia.