

TERMS & CONDITIONS

1. hereinafter referred to as The Subscriber agrees to employ Debt Resolutions hereinafter referred to as DR as the Subscriber's Debt Collector and Agent for a period of months from the date hereof and agrees to abide by the terms and conditions mentioned herein. DR. will use its best endeavours in an attempt to collect the outstanding debts of the Subscriber and to provide to the subscriber such other related services at the commissions and charges as set and agreed upon. The Subscriber agrees to DR. using its best endeavours to collect from The Subscriber's debtors, the cost incurred by the Subscriber in the collection of outstanding debts owed to the Subscriber. The Subscriber also agrees to DR. charging The Subscriber's debtors, surcharge fees as in accordance with the Credit Act.
2. **The Subscriber agrees to pay DR. the charges and commission applicable for the work done by DR.** as set forth in the fee structure. The Subscriber agrees that if as a result of any measure prescribed or authorised by any Government Authority or for any cause whatsoever DR. shall consider it necessary to increase the said charges and commissions to be charged, that the Subscriber agrees to pay such increase for the unexpired period of the agreement.
3. DR. agrees to provide to the Subscriber on the request at the agreed charge Final Demand Notices. It is agreed that the Subscriber will pay no commission on all monies paid to the Subscriber unless further action is requested by the Subscriber and any monies received by the Subscriber will be commissioned at a rate agreed to by both the Subscriber and DR.
4. The annual subscription fee is non refundable in the event of the Subscriber electing to cancel this contract. A \$10 administration fee may be levied on all withdrawn accounts. **The subscriber also agrees that all accounts rendered by DR. for monies owed by the Subscriber will be paid on the basis of fourteen (14) days net.** DR agrees to accept, endorse and deposit into its Trust Account for collection, all monies received in the name of and/or on behalf of the Subscriber, and to deduct there from, such charges and commissions as may from time to time be owing to DR. from the Subscriber.
5. **The Subscriber authorises and appoints as agent DR. subject to written notice to the contrary to engage it's Solicitors to undertake legal action on behalf of the Subscriber for the recovery of monies owed and the Subscriber agrees to pay all legal costs in advance to DR for payment to it's Solicitors.** The Subscriber authorises DR. to instruct it's Solicitors directly in respect to any legal actions with the understanding that the Solicitors are the representatives of the Subscribers and that the Subscriber and the Solicitors may communicate freely at any time and that DR. will not be liable for any loss or damage caused by any acts or admissions on part of the aforesaid Solicitors.
6. DR. shall not be liable to the Subscriber for any damage or loss of any kind caused by the negligence of DR. or any Clerk, Servant, Workman, Employee or Agent of DR. The Subscriber agrees to indemnify and keep indemnified DR. from and against all damages, or sums of money, costs, expenses, charges, claims, actions and demands which may be sustained or suffered or recovered or made against DR. by any person, Company or Corporation for loss, damage or injury of any kind whatsoever which such person, Company or Corporation may sustain as a result of any action taken by DR. on behalf of the Subscriber whether or not such action has been authorised by the Subscriber or not, and whether the loss, damage or injury arises or has arisen as a result or the negligence or of any Clerk, Servant, Workman, Employee or Agent of DR.

Special Conditions:-

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