

## **Terms and Conditions of Coast to Coast Investigations (2008)**

1. In submitting any instruction to Coast to Coast Investigations, you acknowledge that this constitutes a legally binding agreement between you ('the client') and Coast to Coast Investigations.
2. In submitting any instruction to Coast to Coast Investigations, you acknowledge that you have read in full, and understood, and fully agree to abide by the terms of trade of Coast to Coast Investigations.
3. That in issuing any instruction to Coast to Coast Investigations, the instructing person confirms that they are authorised to issue such instruction on behalf of the entity that they represent.
4. That in issuing any instruction to Coast to Coast Investigations the client confirms and acknowledges that they have the due and required authority to entitle and instruct Coast to Coast Investigations to carry out credit reports and history inquiries upon the debtor unless otherwise specified in writing at the time of instruction. All liability for such instruction and request in relation to the Privacy Act rests with the client.
5. That upon receipt of any instruction, Coast to Coast Investigations reserves the right to conduct at their discretion, a field agent visit to assist in recovery/investigative actions to the value of a maximum \$120.00 plus GST. A written report is provided within 5 working days. Please note, that the visit charge is payable within 7 days of invoice, and is payable regardless of recovery or result. Any subsequent non commission costs will be upon client authorisation only. If your terms and conditions of trade legally support it, you may be able to claim these costs in addition to your outstanding debt, however the account for the visit will remain payable regardless of recovery.
6. Coast to Coast Investigations will carry out recoveries or instructed actions on your behalf and are thus authorised to do so effective immediately upon receipt of instruction.
7. Monies receipted directly by Coast to Coast Investigations on behalf of the client will be settled to clients minus due commissions and charges within a maximum of 31 days of payment clearance by electronic bank transfer.
8. For payments receipted directly by the client after recovery instructions to Coast to Coast Investigations, Coast to Coast Investigations will forward an invoice for commissions and any associated charges payable within 7 days of payment clearance by the client.
9. That Coast to Coast Investigations will be immediately informed of any communications or payments receipted directly by the client from the debtor after the issuing of instruction to Coast to Coast Investigations, and that any monies receipted directly by the client will be subject to commission charges.
10. Unless otherwise specified, commission rate is 20% plus GST of monies recovered, as it is recovered. All other charges, apart from the field agent visit fee as detailed in clause 4, are on a quotation and authorised basis only.
11. Whilst there is no minimum dollar amount that we will pursue on your behalf, please note however that a minimum commission charge of \$85.00 plus GST applies. This is in addition to the field visit fee.
12. In the event of cancellation of instructions by the client when instructions have been receipted and recovery services have already commenced, Coast to Coast Investigations reserves the right to impose a cancellation fee to cover costs and expenses incurred. The cancellation fee is at the sole discretion of Coast to

Coast Investigations, but will not be more than the standard commission charge of 30% plus GST.

13. That in the event of non-payment by a client of any invoice presented by Coast to Coast Investigations for collection/investigative services, Coast to Coast Investigations reserves the right to add collection costs of 35% plus GST, plus all costs associated with, or incidental to the recovery of outstanding monies. Furthermore, a penalty overdue fee of 10% per month will be incurred in addition to the original outstanding.
14. The client will indemnify and hold it harmless for any losses, costs, expenses damages, actions and proceedings
  - 14.1 Arising out of any Court proceedings initiated or conducted by C2C on the client's behalf.
  - 14.2 Arising out of any seizure or repossessions of any goods or assets on the client's behalf.
  - 14.3 Arising out of any execution process initiated or conducted on the client's behalf.
  - 14.4 Concerning the use of information supplied to C2C by the client.