

NK Debt Collectors Pty Ltd



CFDC Reg No: 0094782/16
Reg No: 2016/203802/07

MEMORANDUM OF AGREEMENT

Between *NK Debt Collectors*, (herein referred to as the "Firm") and

Individual	Partnership	Close Corporation	Private Company	Limited Company	Section 21
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Trading Name _____

Registered Name _____

01. All cases will be assessed, to establish the validity of the claim, the prescription date, and the type of debt, and you will be advised whether the claim is valid and recoverable.
02. Debtors can be uploaded electronically, and no physical documents are required for initial hand over.
03. The "Client" authorizes the "Firm" to take action in its own name for the recovery of funds, due to the "Client".
04. It is hereby agreed that in the event of payment being made directly to the "Client" after the matter has been handed over and/or activated by the "Firm" recovery charges will be invoiced by the "Firm" to the "Client".
05. All funds recovered on our "Client's" behalf before the 14th of each month will be paid over to the "Client" at month end of that month. Funds recovered on or after the 15th of the month will be paid over on the last working day of the following month.
06. The "Client" agrees to pay the "Firm" a fee of 15% of the amount successfully collected on any individual debtor handed over for collection. All commissions are VAT exclusive.
07. A fee of
Outstanding Debt Amount
<R10 000.00 = R250.00 (Minimum Fee)
>R10 000.00 – R50 000.00 = R500.00
>R50 000.00 – R100 000.00 = R1 000.00
>R100 000.00 – R200 000.00 = R2 000.00
>R200 000.00 = 1% of outstanding debt
per debtor will be charged for instruction fees, while a "no collection" "no fee" principle shall apply. Instruction fees, includes = Opening of files, Tracing fees, All Legal letters, Telephone calls, Sms's, B Blacklisting on ITC & Experian
Special pricing for Bulk Collections can be negotiated.
08. The collection service includes all forms of communication, negotiation, credit bureau listings, legal documentation and full legal collection service.
09. In the event of the debtor making any payment directly to the "Client", the Firm will still be entitled to the fee referred to in paragraph 4 above, irrespective of any efforts or any progress made by the "Firm" to collect any amounts from the debtor.
10. It is hereby agreed that in the event of an account being withdrawn within the first 60 days after being handed over to the "Firm", cancellation charges equivalent to our fee referred to in paragraph 4 above will be invoiced for by the "Firm" to the "Client"
11. The "Client" will terminate all contact with the relevant debtors after hand over and refer such debtors back to the "Firm" should a debtor contact them, in order to fulfill our Agreement.
12. It is hereby agreed that should goods be returned to the "Client" by any debtor and credits passed, or the "Client" passes credit on the account for whatsoever reason after hand over and before prior notice has been given to the "Firm", the "Firm" shall still be entitled to our fee, referred to in paragraph 4 above.

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13. In the event that a debtor presents a full and final settlement proposal, the “Firm” will under no circumstances accept this proposal without the consent of the “Client”
14. On or before the 5th of each month, a Progress report is submitted to our clients listing the debtor’s details, capital amount outstanding and the last action taken. On the same day a remittance will be sent listing all payments received for the previous month, and collected funds transferred. Client reports are entirely software driven, thereby ensuring the accuracy.
15. All funds received from Debtors on behalf of our customers are deposited into an audited trust account and reconciled on a monthly basis. Interest earned from the trust account is paid to the Council for Debt Collectors in accordance with Legislation.
16. A close association exists with several attorneys throughout South Africa, who acts as our Legal advisors and correspondence at legal stage. Correspondent attorneys are used where necessary. High court matters and correspondence attorneys are only used where the client’s authorization is obtained before proceeding in such matters.
17. Any alteration to this Agreement will only be valid if signed by the management of both parties. Any amendments to this Agreement must be clearly marked starting with “A”.

Dated at _____ on this the _____ day of _____ 20____

Authorized Signature Client

Authorized Signature NK Debt Collectors Pty Ltd

Print Name

Print Name

Identity / Co Registration Number