



**COLLECTSMART**  
CREDITOR HUB

## NETWORK PAYMENT SOLUTIONS

**Payment Monitor providing Flexible Payment Plans:  
Bank Accounts & Credit Cards**

### Network Payment Solutions Service Agreement:

**Business Name:** \_\_\_\_\_

Street Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Position: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

### Client Bank Details:

Bank Name: \_\_\_\_\_ Branch: \_\_\_\_\_

Account Name: \_\_\_\_\_

BSB: \_ \_ \_ -- \_ \_ \_ Account Number: \_ \_ \_ \_ \_

### Fees:

3% + GST of monies collected.

**Field Agent & Solicitor: (If Applicable):** \_\_\_\_\_

I, the signatory hereto, being duly authorized 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 and conditions together with cost associated therewith.

Authorised Signatory: \_\_\_\_\_ Dated:     /     / 20

Printed Name: \_\_\_\_\_

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### Service Agreement: Terms and Conditions

#### **1. Definitions in This Agreement:**

- (a) "client" means the client specified overleaf;
- (b) "commission rate" means the commission rate specified or any variation of that rate;
- (c) "Payment Monitor" means Network Payment Solutions.

#### **2. Appointment:**

The Client appoints the Payment Monitor as its agent to recover monies on its behalf.

#### **3. Client Obligations:**

The Client shall:

- (a) provide proper instructions and accurate information promptly as required;
- (b) answer correspondence and requests promptly;
- (c) provide the Client's address and telephone number where it may be contacted;
- (d) pay accounts for fees promptly in accordance with this Service Agreement;
- (e) at its own cost and expense comply with, carry out and perform the requirements under all Acts and Regulations.

#### **4. Fees:**

The Client shall:

- (a) pay all invoices tendered by the Payment Monitor promptly.

#### **5. Transfer of Monies:**

The Client authorises the Payment Monitor:

- (a) To transfer monies collected on the Client's behalf directly to Client's bank account;
- (b) Apply any monies collected on the Client's behalf to offset any unpaid invoices owing.

#### **6. Default:**

The Payment Monitor may at its sole discretion cease to act for the client should it fail to comply with the Terms and Conditions of this Service Agreement.

Should the Payment Monitor commence recovery proceedings against the Client for unpaid fees, all costs and expenses incurred in recovering such monies shall be the responsibility of the Client.

#### **7. Variations:**

Upon written notice to the Client, the Payment Monitor, reserves the right to vary delete or supplement any term or condition of this Agreement.

#### **8. Miscellaneous:**

The Client hereby acknowledges and agrees:

- (a) To keep the Payment Monitor indemnified against all claims, demands, writs, summons actions, suit proceedings, damages, costs, losses and expenses of any nature whatsoever;
- (b) Time shall be of the essence with respect to the obligation of the Client;
- (c) 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 and the balance shall remain in full force and effect;
- (d) This Service Agreement shall be governed by the laws of Western Australia.