

Client Service Contract

AND

Tax Invoice

Client Details :

Trading - Name		
	(hereinafter together with its successors and assigns referred to as "the Client")	
- Address		
- ABN		
- Bartercard		
- Contact(s)		
- Email(s)		
- Telephone	<i>Office</i>	<i>Facsimile</i>
	<i>Mobile</i>	<i>Other</i>

The Client has engaged the services of The Arms Group (WA) Pty Ltd (hereinafter together with its successors and assigns referred to as "ARMS") for the purposes of collecting certain monies payable to the Client from its Customer in accordance with the Terms and Conditions of this Contract, in relation to:

- "Accounts Receivable Management "; and
- "Managed Payment Plans".

Commencement Date :

_____ Day of _____ 2004

Managed Payment Plans ("MPP") :

Annual Investment of \$220.00 (inc GST) is payable to ARMS.

1. The client shall have all Customers who elect to pay by instalments, sign a Managed Payment Plan Contract and Deduction Authority as approved by ARMS. The Client guarantees that any Services referred to in the Client's MPP Contract are not to be construed as conferring upon ARMS any responsibility whatsoever for providing the services and/or facilities which are usually provided by the Client.
2. The client guarantees that it shall not use the MPP Contract, or any derivative of it, to collect instalments from the Client's Customers' without the direct involvement of ARMS.
3. ARMS reserves the right to refuse to accept a MPP Contract where ARMS has reasonable grounds to believe that the Client has failed to meet the terms and conditions of the MPP Contract.

General Terms and Conditions :

1. The Client hereby guarantees to indemnify and guarantees to keep indemnified ARMS against all claims, demands, actions, suits and proceedings whatsoever that may be made on or taken against ARMS or any of its employees by the Client and/or the Client's Customer.
2. The Client guarantees to provide to ARMS proper instructions and accurate information on request. The Client guarantees to provide to ARMS all relevant documentation and correspondence relating to the Client's Customers' account.
3. The Client guarantees to pay all commissions, fees, and charges as delineated on the ARMS Services Brochure (copy provided). I acknowledge that I have received a copy of the ARMS Services Brochure which contains all commissions, fees, and charges payable under this contract. _____ *Client to Sign Here*
4. All accounts forwarded to ARMS which are subsequently withdrawn, or which are settled by means of a direct settlement, including the acceptance by the Client of any goods or services in lieu of payment, are subject to the usual charges and commissions as detailed in the ARMS Services Brochure.
5. Any failure by the Client to pay any or all amounts due will permit ARMS and/or their representatives to recover the outstanding amounts, interest (under Section 32 of the Supreme Court Act 1932), and all further costs incurred by ARMS and/or its representatives as well as and without limitation any reasonable enforcement expenses including debt collection costs, mercantile agents costs, and legal fees.
6. The Client guarantees that ARMS shall not be held responsible for the Client's failure to adhere to any of the Terms and Conditions of this contract. In such instances ARMS may cease to act for the Client, close all accounts, and charge an account closure fee as detailed in the ARMS Services Brochure.
7. With the exception of disbursements (ie out-of-pocket expenses such as Legal Fees, Service, Field Calls) All commissions, fees, and charges are payable in Bartercard Trade Dollars.
8. All Intellectual Materials, Information and Documentation remain the property of ARMS. The Client is authorised to utilise such materials whilst they remain a Client of ARMS.

The authorised person having read and understood the Terms and Conditions of this contract and the ARMS Services Brochure, hereby and herewith employ ARMS, from the Commencement Date for the period stated above.

Signed by (*Print Name*) _____
 Signature _____
 Date _____ / _____ / _____
 Accepted by (*Print Name*) _____
 Signature _____