

Account Application Form



Company Name: _____

Trading Name: _____

Address: _____

Contact Name: _____ Position: _____

E-mail: _____ Phone: _____

Web: _____ Fax: _____

BUSINESS SECTOR: _____ NO OF CUSTOMERS: _____

BANK DETAILS:- A/C NAME: _____

BANK NAME: _____ IBAN NO: _____

BANK ADDRESS: _____

A/C NO: _____ BANK BIC / SWIFT CODE: _____ SORT CODE: _____

REGISTERED OFFICE ADDRESS (If different to above): _____

COMPANY REGISTRATION No: _____ VAT No: _____ VAT EXEMPT:(Y/N) _____
Copy of VAT exemption cert required

TERMS OF PAYMENT: _____ LATE PAYMENT (Y/N): _____ % RATE Per Annum: _____

DO YOU WANT TO RECOVER DEBT COLLECTION COSTS (Y/N): _____

A copy of your Terms & Conditions of Business must be provided if recovery of Late Payment Interest, Debt Collection & Other costs is required

MEMBER OF ANY ASSOCIATION (Y/N) e.g SFA: _____ NAME: _____

ORDER NOS. REQUIRED? Y/N _____ Order number for services currently required: _____

I/WE ACKNOWLEDGE THAT I/WE HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS SET OUT OVERLEAF AND I/WE AGREE TO BE BOUND BY THE G-DCA Terms and Conditions of Business.

SIGNATURE: _____

DATE: _____

NAME: _____

TITLE / POSITION: _____

(BLOCK CAPITALS PLEASE)

This constitutes an agreement between G-DCA (Cash Flow Fulfilment) and the individual or entity making the application for account and credit facilities as detailed above:

OFFICE USE ONLY

Signed:.....
G-DCA Cash Flow Fulfilment

Name:.....
(BLOCK CAPITALS PLEASE)

Date a/c opened

FEE STRUCTURE: _____

WORKFLOW _____

FILE OPENING FEE: _____

G-DCA Terms and Conditions of Business & Rates applicable from January 2023

(1) DEFINITIONS

- a) G-DCA (CASH FLOW FULFILMENT) business registration number 547541 also known as Cash Flow Fulfilment includes this business and its servants or agents.
- b) THE CLIENT means any individual firm, partnership, company or organization or any other undertaking which employ the services of G-DCA to recover any debt or account owing to them or retains G-DCA in a professional or consultancy capacity.
- c) THE CUSTOMER means any individual firm, partnership, company or organization or any other undertaking which is invoiced or subject to be invoiced by the CLIENT.

(2) SERVICE OBLIGATIONS / EXEMPTIONS

- a) Unless otherwise contracted, G-DCA make no claim to guarantee collection success.
- b) G-DCA reserve the right to allocate at it's sole discretion appropriate resources to manage debts referred for collection in whatever manner G-DCA deems appropriate.
- c) G-DCA offer no guarantee in relation to storage of client data in electronic form and will not be liable for any failure due to loss of electronic data, however it will take all necessary security and data storage measures and precaution safeguard all client data.
- d) Where performance fees are based on collection success, the client undertakes to indemnify G-DCA against loss of fee income resulting from the client changing their credit or general terms of business with customers.
- e) **Provision of Data**
- I) G-DCA will not be liable for errors arising from client data arriving late to G-DCA.
- II) Non provision of data from a client will not constitute cessation of contract. The client will be liable for fees in line with predicted contracted levels in the event that the client fails to provide suitable data which results in the disruption of service.

(3) DATA PROTECTION

Nothing in these terms and conditions relating to the confidentiality of information shall prevent or hinder either G-DCA or the client from complying with its legal obligations as to disclosure or otherwise under Data Protection Act.

(4) INDEMNITY

The client shall indemnify G-DCA, its officers, employees and agents in respect of any loss or damage whatsoever (including costs and any necessary payments made in order to settle or compromise any claim) which it or they may suffer or incur directly or indirectly from any breach of these conditions by the client or by the clients employees or by any other party acting through with or on behalf of the client.

(5) CONTRACT

- a) Any Specific Contract for a service requested by the client shall be subject to and deemed to include these terms and conditions.
The client agrees to pay G-DCA for such service at G-DCA's standard rates referred to in these terms, and the client further agrees to pay G-DCA for such service at any special rates agreed in writing between the client and G-DCA in force from time to time in respect of special contracts mutually agreed in writing between G-DCA & the client.
- b) In the event that payment is not received by G-DCA by the thirtieth day following the date of the invoice issued by G-DCA then the client shall in addition pay to G-DCA interest on the amount of such invoice until payment is received, such interest will be charged at the rate of 1% per month.
- c) Should any conflict arise between these Standard Terms & Conditions and any Specific Contract, the Standard Terms & Conditions shall prevail.

(6) FORCE MAJEURE

G-DCA shall not be liable for any failure to perform or delay to performing any of its obligations under these conditions if such failure or delay arises from circumstances beyond its reasonable control.

(7) EXCLUSION OF LIABILITY

G-DCA hereby exclude liability for any loss arising to the client from the provision curtailment or refusal of credit to its customers or other third parties or for any other reason resulting from communication or actions between G-DCA staff and the client, client's customers, and or the agents / representatives of these parties

(8) ACCOUNT TERMS

- a) G-DCA fee invoices in respect of commissions, file opening fees and all other fees are subject to immediate settlement.
- b) The client undertakes to pay on the agreed terms. G-DCA reserve the right to collect and offset monies received against outstanding fees in the event of non payment of G-DCA invoices by the client within 30 days of invoice date
 - c) Legal fees are to cover the cost of an undefended action are payable in advance, in the form of a legal deposit. Defended cases and enforcement procedures are invoiced thereafter where appropriate

(9) OVERDUE COLLECTION SERVICE

- a) The following provisions shall apply to G-DCA's commercial collections services.
- b) The client must ensure that case instructions are accurate and represent the current position of the account in respect of bona fide debts and indemnify G-DCA in respect of claims, actions or liabilities, and costs defending such claims, actions or liabilities arising from the clients non conforming to this clause.
- c) The client authorises G-DCA in its absolute discretion to appoint a solicitor, lawyer or other agent on the client's behalf to assist in the collection of monies owed. Such third party or agent shall be the mutual agent of the client and G-DCA, accordingly, G-DCA shall not be liable for or bound by any omissions, errors or acts of the agents. Further G-DCA shall not be responsible for any monies received by the agent on behalf of the client until such monies are received by G-DCA.
- d) Commission at the rates outlined in the **STANDARD COMMISSION & FILE OPENING FEE RATES** below will be levied as a commission fee calculated against the value of all sums received and or on the value of all goods returned in lieu of payment, whether such payments or return of goods is made through G-DCA, its agents or to the client direct or to the clients agents / representatives. G-DCA also reserves the right to charge commission on the value of all adjustments / Journals / credit note(s) raised or agreed due in relation to past payments identified by G-DCA or the client after the debt has been instructed.
- e) G-DCA reserves the right to charge commission in the following circumstances;

- I) Where the case is withdrawn by the client after G-DCA has received instruction to undertake collection.
- II) Where the client fails to provide responses to debtor claims of direct payment made to the clients office, bank or agents representing the client within one month (30 days)
- III) Where the client neglects or fails to respond within one month (30 Days) to requests for copy invoices, proof of delivery documents or other documentation to prove the legitimacy of the debt.
- IV) Where the client neglects or fails to respond to specific debtor disputes within one month (30 days).
- V) Where an account has disputed or invalid invoices that are left unresolved as a consequence of failures in the clients credit control function prior to outsourcing the account concerned for collection

Commissions in respect of items e) I), II), III), IV) above will be levied on the identified value of e) I), II), III), IV), items at the agreed commission rate, commissions in respect of item e) V) will be levied at the rate of 1.00% of the identified value of e) V).

- f) The client shall immediately advise G-DCA and send subsequent written confirmation of the receipt of any communication or remittance direct from the debtor, receipt of which should not be acknowledged without prior consultation with G-DCA.
- g) Legal & general disbursements and costs of whatever nature to be incurred by the agent or by G-DCA on behalf of the client are due and payable in advance. In the event that G-DCA disburses such sums on behalf of the client, the client shall reimburse G-DCA immediately. Such disbursements and costs as can be recovered from the debtor will be accounted for thereafter.
- h) Any losses arising as a result of any fluctuations in currency exchange rates will be charged to the account of the client.

(10) JURISDICTION

All disputes between G-DCA and the client shall be governed by and construed in accordance with the laws of the Republic of Ireland. Where the client is not incorporated or resident in the Republic of Ireland then it is hereby agreed that such client submits to the jurisdiction of the Irish Courts and legal system.

(11) RECOVERY OF COSTS

- G-DCA reserves the right to recovery from the client of any costs incurred in the collection of monies due in respect of its invoices issued to the clients for any and all services provided or outlay costs incurred howsoever such fees and costs arise, such costs to include but not limited to debt collection costs, legal costs for legal procedures and / or legal advises necessary in relation to any debt due and unpaid to G-DCA by the client.

B2B Third Party Debt Collection Rates

| Debt Values Band | Oldest Invoice Age & Commission Rates | | | |
|--------------------------|---------------------------------------|--------------------|--------------------|-----------------------|
| | < 180 Days | > < 181 - 365 Days | > < 366 - 731 Days | Greater than 732 Days |
| € 100,000 to € 9,999,999 | 4.00% | 8.00% | 10.00% | 14.00% |
| € 50,000 to € 100,000 | 5.00% | 10.00% | 12.00% | 16.00% |
| € 20,000 to € 50,000 | 6.00% | 12.00% | 14.00% | 18.00% |
| € 7,500 to € 20,000 | 8.00% | 14.00% | 16.00% | 20.00% |
| € 2500 to € 7,500 | 10.00% | 16.00% | 18.00% | 22.00% |
| € 1 to € 2,500 | 12.00% | 18.00% | 20.00% | 25.00% |