



Microcement Services NSW - Payment Plan Contract

This Payment Agreement (the “Agreement”) is entered into **<DATE>** (the “Effective Date”), by and between **Declan Brennan/Microcement Services NSW**, with an address of: Sydney, NSW, Australia (the “Debtee”) And **<NAME/COMPANY>**, with an address of: **<ADDRESS>**, (the “Debtor”), also individually referred to as “Party”, and collectively “the Parties.” also individually referred to as “Party”, and collectively “the Parties.”

WHEREAS, the Debtor owes the Debtee a certain debt; and WHEREAS, the Debtee and the Debtor desire to enter into an agreement to memorialise this debt and an associated payment plan;

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the Parties agree as follows:

1. **Debt Amount.** The Debtor owes the Debtee **????** (the “Debt”).
2. **Payment Plan.** The Parties agree to the following Payment Plan.

Date:	Amount:
Down Payment / Start of Payment Plan <DATE>	\$?
<DATE>	\$?

(the “Payment Plan”)

Total: = \$??? (Inc GST)

- Payment plans will incur a 10% interest fee

Total = \$??? (Inc GST + Inc Interest)

All amounts payable must be paid to the following bank details:

NAME: Microcement Services NSW

BSB: 063-097

ACC: 2368 3517

The Debtor represents and warrants that this Payment Plan was developed in such a manner that is suitable for the Debtor. All dates and amounts were confirmed and agreed to by the Debtor before and after the writing of the agreement.

3. **Release and Indemnification:** By entering into this Payment Plan, the Debtee agrees to release the Debtor from any previous claims, actions, and/or liabilities due to the Debt. The Parties agree that this Agreement does not release the Debtor of any obligations to pay the Debt.
4. **Default:** If the Debtor defaults on its payments and fails to cure said default within a reasonable amount of time (the reasonable amount of time is 24 hours from the date of the missed payment), the Debtee will have the option to declare the entire remaining amount of Principal and any accrued interest, if applicable, immediately due and payable. The Debtee may also use the services of a litigator, lawyer or debt collection agent to recover the outstanding balance.
5. **Representations and Warranties:** Both Parties represent that they are fully authorised to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third party or violate any other agreement between the Parties, individually, and any other person, organisation, or business or any law or governmental regulation.
6. **Severability:** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions shall continue in full force and effect as valid and enforceable.
7. **Waiver:** The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

8. **Legal Fees.** In the event of a dispute resulting in legal action, the Debtee will be entitled to its legal fees, including, but not limited to, its attorneys' fees, collection fees and the like.
9. **Legal and Binding Agreement:** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding in Australia. The Parties each represent that they have the authority to enter into this Agreement.
10. **Governing Law and Jurisdiction:** The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties reside/or do business.
11. **Entire Agreement:** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both Parties.
12. **Referral Agreement:** The client agrees that all companies that have received a job from a referral from 'Microcement Services NSW' will fall under Microcement Services NSW's' terms and conditions.
13. **Debt Collection:** The client agrees that debt collection will take place from a job referral if the client fails to pay the company to whom we have referred the job too. Microcement Services NSW' will recover the funds by using our terms and conditions, debt collectors, solicitors, court appearances and any other means necessary.
14. **T&C Enforcement:** The client agrees that any job referred by Microcement Services NSW' to any other company will be able to enforce our terms and conditions on their clients.
15. **Failure to Pay:** The client agrees that debt collection will take place if payments are not made as per the details of the payment plan. Microcement Services NSW' will recover the funds by using our terms and conditions, debt collectors, solicitors, and any other means necessary. Failure to pay your payment plan will result in legal action and costs being taken against you to recover the debt.
16. **Payment Agreement:** Payment plans are only allowed if Microcement Services NSW' agrees to provide 'The Client' with a payment plan.
17. **Interest:** Payment plans will incur a 10% fee of the total invoice cost (Including GST)

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

<https://www.microcementservicesnsw.com.au/terms-and-conditions/>

Debtee

Signed: _____

Name: Declan Brennan / Microcement Services NSW

Date: **<DATE>**

Debtor

Signed: _____

Name: **<NAME/COMPANY>**

Date: **<DATE>**

ID MUST BE SUBMITTED ALSO