

DISCHARGE/SUBROGATION FORM

Client Name:

Subject-Matter: Ex-gratia payment

Settlement Sum: HKD 1,500.00

Contract: RP 191

Declaration Date:

I, named as the Client above, as the true and correct payees of the Payment Sum above, and signatories of this Subrogation and Discharge Form, unconditionally agree;

- 1. to accept the Payment Sum above, in full and final settlement and discharge of any claim that I / we may have against the Removal Company for all loss or liability that arises or may arise associated with any loss, damage or any other issue whatsoever arising from the Contract described above.
- to withdraw all and any written material published referring to the settlement of this claim or any event connected to this event what so ever on any media method whether on a public or private platform, including but not limited to social media once payment is received in our below designated account.
- 3. to give a strict undertaking to assist the Removal Company with the prosecution of any recovery action against any other third party. On our receiving the Payment Sum, Allied Pickfords are subrogated in our name to all our rights and remedies against third parties with respect to the Contract as described above. It is understood that Allied Pickfords indemnify us for any costs, charges / expenses arising from any subrogation action.
- 4. to give our authority to pursue the aggregate loss from any third party. We agree that the loss and costs of Allied Pickfords be first reimbursed.
- 5. to immediately advise and surrender to Allied Pickfords any offers [without acceptance] made by third parties.
- 6. that subject to any statutory privacy legislation governing the Contract and / or this Subrogation and Discharge Form, Allied Pickfords are authorised to obtain from any party any information, including but not limited to any contract of insurance. We have the right to correct this information, subject to that legislation.
- 7. that, where we are sharing the costs of the recovery action by specific agreement (agreed separately), any such costs are shared equally as and when they are incurred. Any recovery from a third party is similarly shared
- 8. that, should this loss concern shortages or non-delivery of goods, to reimburse the Payment Sum to Allied Pickfords to the same proportion should those shortages or missing goods be subsequently delivered.

We/I declare that we/I am the true and correct payees, and that I/we agree to all provisions above. Should any false representation or statement knowingly have been made by us in the course of this claim, then it is understood by us that action may be taken against us.

Signed:		Date:	
	Print name:		
Witness:		Date:	
	Print name:		