

PARAMOUNT
COLLECTIONS
DEBT RECOVERY SPECIALISTS

APPOINTMENT OF DEBT COLLECTOR

Pursuant to *Debt Collectors (Field Agents and Collection Agents) Act 2014*

BETWEEN: SHIRAN (QLD) PTY LTD trading as
PARAMOUNT COLLECTIONS
Level 2, 66 Nicklin Way or PO Box 242
Buddina Q. 4575 Mooloolaba Q 4557
("The Company")

Name: ("The Client")
(Sole Trader, Partnership, Company)

Trading Name:

ABN: ACN:

Trading Address:

Registered Office:

Postal Address:

Director/Proprietor:

Collection Contact: Phone: Fax:

Email: Mobile:

Privacy Statement

"THE COMPANY" adheres to the Privacy Act 1988 (as amended) and the new, privacy principles and section 60 of the Trade Practices Act. Any information collection will be used only for the purpose in which it is collected, unless otherwise authorised by the Client. The Appointment of Debt Collector provided to the Company acknowledges the Client understands and adheres to the Terms and Conditions attached. I/We acknowledge and understand the full terms of this agreement and have been afforded a genuine opportunity to obtain relevant independent professional advice or representation before entering into this agreement.

"The Company" is authorised to perform a debt collection activity under the *Debt Collectors (Field Agents and Collection Agents) Act 2014*

Shiran (Qld) Pty Ltd. Debt Collectors Licence #3559906.

OFFICE USE ONLY

CLIENT CODE: _____ DATE RECEIVED: _____

CONDITIONS: _____ CLIENT ACCESS REQUIRED: YES/NO

COMMISSION SCALE: _____

DEBT RECOVERY – LEGAL SERVICES – CREDIT MANAGEMENT & CONSULTING

www.paramountcollections.com.au
PH: 07 5437 8755 FAX: 07 5437 8744

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TERMS AND CONDITIONS

I hereby appoint **Paramount Collections** (and all entities that are affiliates, subsidiaries, successors and/or assigns) ("The Company") as its agent subject to the provisions of the following:

- (a) Terms and Conditions;
- (b) Trust Authority;
- (c) Continuing appointment;
- (d) Pricing Schedule (see attached)

CONDITIONS OF ENGAGEMENT

The only contractual terms which are binding upon The Company are those set forth in this agreement.

IDENTITY

Should the identity/particulars of the Client be found to be incorrect (in The Company's opinion) then the person/s signing on behalf of the Client shall be deemed to be personally liable and stand in place of the Client and agrees to be personally bound by the Terms and Conditions herein.

CHARGES AND COMMISSION RATES AS PER PRICING SCHEDULE

The commission rate and charges and description of services to be rendered are contained in the pricing schedule herein, and Commission shall be calculated on all monies, (including but not limited to) all benefits received, contra done, goods returned, compromises entered into, credit given, accounts withdrawn, matter settled either directly or indirectly by the client.

If The Client accepts payment of a lesser amount without the Company agreeing the Company is entitled to Commission based on the listed Debt amount.

The Company reserves the right to alter charges and/or commission rates after 30 days written notice and states that such alteration can only take place once a calendar year, calculated from the date of this agreement.

CONSENT

The client acknowledges that upon communicating, its consent (be it written and/or verbal), regardless of when such consent is withdrawn, that they are liable for all charges, commission and outlays incurred to date.

CLOSING ACCOUNTS

The Client acknowledges that should:

- (a) It fail to reply to The Company within 10 days of receiving a communication, requesting instructions and/or documents etc.
- (b) Have not paid any of The Company outstanding accounts by the due date.
- (c) Communicate with the defaulting party, (your client /customer) after the debt is referred to The Company and/or settles
- (d) and/or compromises the debt;

then The Company may close such account/s and render an invoice/s for commissions, charges and outlays, as though the debt had been collected, and calculated on the amount that the debt was originally referred to The Company for collection.

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The Company reserves the right to continue collection activity after such time as 'The Client' closes the file in writing IF the file has been closed because the Client believes it is uneconomical to continue and or any other reason that may reasonably affect the chances of the Company collecting the debt. If a debt is disputed and the dispute is of reasonable cause "The Company" reserves the right to cease action at their discretion.

If The Client closes an account after receiving the money direct any time after the debt is listed the Company is entitled to full commission on the listed debt amount

COSTS

- a) All costs and/or any other expenses incurred by The Company pursuant to this Agreement shall be paid by the Client upon
- b) On receipt of invoice.
- c) A certificate signed by either the Credit Manager or a Director of The Company shall be prima facie evidence of the outstanding amount owed by the Client or the Guarantor/s.
- d) There shall be no obligation upon The Company to first make demand upon or proceed against the Client before making a demand upon and proceeding against the Guarantor/s.

ORDER OF PAYMENT

All monies and credits received by The Company shall be applied in the following order:

- (a) Towards payment of any costs, including commission, charges, expenses and/or outgoings incurred by or paid by

The Company: and

- (b) Towards payment of the debt itself.

LIMITATION OF LIABILITY

Under no circumstances will The Company be liable for any loss and/or any damage to persons or property of any nature as a result, direct or indirect, of any defect, deficiency or discrepancy in services rendered and/or powers exercised (attempted) pursuant to the agreement or any action taken by the client and/or its' employee/s, agent/s, and/or representatives.

LIABILITY TO IMPROPER EXERCISE OF POWERS

The Company shall be not liable in any way for any loss or damage to the Client or any other person whether direct or consequential, which loss or damage arises directly or indirectly in any way from or in connection with The Company's use (attempted) of its powers pursuant to this agreement. This paragraph shall apply even though the use of the said powers may be unsuccessful or unjustified on any grounds whatsoever. Where such loss or damage occurs to a third party the Client hereby indemnifies The Company against all liability thereof to the fullest extent permitted by law.

INDEMNITIES

The Client indemnifies The Company against all actions, claims (including without limitations claims for personal injury and damage to property and claims for loss of profit, indirect or consequential loss) demands, losses, damages, costs and expenses which The Company may incur.

ASSIGNMENT

The Company may at its discretion, without notice, transfer and or assign the benefit of this agreement to a third party who shall be bound by the terms and conditions of this agreement as though it was The Company.

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JURISDICTION OF COURTS

The Client hereby submits to the jurisdiction of the appropriate Court in the State of Queensland and/or as selected by The Company should it be necessary to decide any matter, claim or issue arising out of this Agreement.

DEFENCES

The Client agrees that should The Company commence legal action against it for monies outstanding that it will not raise the following Defence/s:-

- a) Action commenced in wrong jurisdiction and/or state
- b) Counter Claim for alleged damages
- c) Set-off for monies allegedly owing

ACCEPTANCE

Acceptance of this agreement and schedules can be given by:

- (a) Signing and returning the agreement either by post, fax or electronic scan
- (b) Confirming same by return email
- (c) Receipt of Acknowledgement of entry of file.

WEBSITE

Any instructions generated by The Company's website, the client agrees to be bound by the terms and condition contained on such website.

INTERPRETATION

In this Agreement, unless a contrary intention appears, a reference to:

- (a) The singular includes the plural and vice versa;
- (b) Any gender includes all other genders;
- (c) A person includes a corporation and an association whether incorporated or not and vice versa.

TRUST AUTHORITY

I hereby authorise The Company (its director/s, employee/s, agent/s and or representative/s to withdraw, and/or to do with any monies it holds on my behalf in its trust account, immediately upon invoice or instructions, to do any or all of the following:

- (a) Pay commissions.
- (b) To bank third party cheques.
- (c) Reimburse charges and outlays (be they administrative, bank charges and or legal expenses) of whatsoever nature.
- (d) To distribute any monies held by the end of each calendar month.

CONTINUING APPOINTMENT

The parties;

- (a) Acknowledge that this agreement shall commence on the date of signing herein and shall continue for one calendar year from such date and shall renew automatically successively for periods of one calendar year thereafter until either party delivers written notice to the other party that it intends to terminate such agreement.
- (b) Agree that the period of notice is 30 days.

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I acknowledge the Terms and Conditions as referred to in the previous 3 Pages and outlined on the website of Paramount Collections.

Signature of Authorised Person:

Name of Authorised Person:

Date:

IMPORTANT NOTICE

Our office disburses TRUST ACCOUNT payments by EFT. Please provide your Bank Account Particulars with this Authority to enable payments collected on your behalf to be deposited direct to your Account. Failure to provide this information may delay payments.

NAME:

BSB:

ACCOUNT:

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STANDARD FEE SCHEDULE*

(@ 1st January 2014)

No Collection. No Commission**

STANDARD COMMISSION SCALE ex GST

• 20%	Under \$ 1,000.00		
• 17.5%	\$ 1,000.00 -	\$ 5,000.00	
• 15%	\$ 5,000.00 -	\$10,000.00	
• 12.5%	\$10,000.00 -	\$20,000.00	
• 10%	\$20,000.00 -	\$50,000.00	
• 7.5%	\$50,000.00 +		

- Paramount Collection's recovery service is totally based on **SUCCESSFUL COLLECTION ONLY**.
- **All you pay** is *commission on monies collected*. There are **no hidden costs**. If we don't collect, you don't pay anything.
- Rates may be higher for judgment debts, liquidator's debts and residential tenancy debts.
- *Subject to our Terms and Conditions.*

Rates effective for all debts submitted to Paramount Collections from 1st January 2013

Example:

If you send us an overdue account for \$14,000 and we collect \$11,000

Collected	\$11,000.00
We deduct commission calculated at 15% + GST	\$1,815.00
We send you	\$9,185.00
You get a GST credit	<u>\$165.00</u>
Your net recovery	<u>\$9350.00</u>

There are absolutely no hidden charges. This is what you get.

+ Engagement Fee \$15.00 ex GST per debtor file (Engagement Fee applies to cover file setup, in office searches, skip tracing costs.)

PLEASE NOTE: Debts over 24 months old attract a 50% commission rate
Debts over 18 months old attract a 35% commission rate
Debts over 12 months old attract a 25% commission rate.

Please see our Probability of Recovery Chart which should explain why

*Paramount Collections will negotiate collection rates with our Clients if special circumstances apply. Please feel free to contact our office.

** Pursuant to our Standard Terms and Conditions

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