



APPOINTMENT OF DEBT COLLECTOR

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

DEBT RECOVERY – LEGAL SERVICES – CREDIT MANAGEMENT & CONSULTING

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APPOINTMENT OF DEBT COLLECTOR

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

BETWEEN: CREDITSHIELD AUSTRALIA trading as **PARAMOUNT COLLECTIONS**

("The Company")

Company Name:

("The Client")

Trading Name:

ABN:

ACN:

Trading Address:

Registered Office:

Postal Address:

Director/Proprietor:

Collection Contact:

Phone:

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*

OFFICE USE ONLY

CLIENT CODE: _____ DATE RECEIVED: _____

CONDITIONS: _____ CLIENT ACCESS REQUIRED: YES/NO

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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) If you 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. It is acknowledged that the Director of the Company is personally liable for any outstanding debt to The Company.

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.

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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.

MONEY BACK GUARANTEE

We offer a 100% Money Back Guarantee – If we don't collect your debt within 90 days and you are not satisfied with our results we will refund your initial lodgment fee. This Guarantee applies to the Primary Debt Recovery Program only and is void if the debt is disputed for any reason whatsoever. Requests for refunds must be made in writing expressing the reasons for the refund. The Guarantee is effective for 7 days after the expiration of the 90 day period.

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.

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.

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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 listing a new debt.

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 from listing of any new debt 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.

FEE SCHEDULE NOTIFICATION

- **Paramount Collection's recovery service is totally based on **SUCCESSFUL COLLECTION ONLY**.**
- **All you pay is commission on the amount 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.
- Commission is charged on **PAYMENT AMOUNT** not **DEBT AMOUNT**. GST is not quoted in these costs Minimum charge is \$2.50.
- All debts incur a \$15 Instruction Fee. GST has not been quoted on commission or other fees.
- All matters are in accordance with our Terms and Conditions

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++PRIMARY DEBT RECOVERY SCHEDULE – 1 January 2025

Commission scale is a sliding Scale and calculated on payment amount not debt amount* Rates **exclude GST**:

• 20%	\$ 0.00	-	\$ 1,500.00
• 17.5%	\$ 1,500.00	-	\$ 7,500.00
• 15%	\$ 7,500.00	-	\$15,000.00
• 12.5%	\$15,000.00	-	\$25,000.00
• 10%	\$25,000.00	-	\$50,000.00
• 7.5%	\$50,000.00	+	

Minimum Commission Charge is \$2.50 All debts incur our Instruction Fee of \$15.00 + GST

PLEASE NOTE: Debts over 18 months old attract a 50% commission rate unless otherwise negotiated.
Debts over 12 months old attract a 35% commission rate unless otherwise negotiated.

Please see our Probability of Recovery Chart which should explain why these rates apply.

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

I acknowledge the Terms and Conditions as referred to in the previous 5 Pages and the information provided in respect to the Paramount Collection's Terms and Conditions outlined on the website at <http://www.paramountcollections.com.au/>

DO YOU REQUIRE 24 HOUR ACCESS TO OUR SYSTEM

Please note our access privacy issues are strongly adhered to if you accept this option.

Electronic 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:

Please note the person whose Electronic Signature and Authorised Person that appears above accepts this Agreement and acknowledges our Terms and Conditions.

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