

**DEBT RECOVERY
SERVICE AGREEMENT**

Please Tick Sole Trader Partnership Trust Private Company Public Company

Organisation Name _____

ACN _____ ABN _____

Client Contact _____ Email _____

Address _____

Suburb _____ State _____ Postcode _____

Phone# () _____ Mobile _____

This agreement appoints Bell Mercantile Pty Ltd to recover the debts forwarded to the agency and/or to provide the services specified in this Service Agreement. It is also understood that the undersigned has agreed to the terms and conditions detailed overleaf (page 2).

SIGNED _____ **DATE** _____
(please sign page 2 as well)

NAME _____ **POSITION** _____

COMMISSIONS

Commissions are payable on individual payments collected or settled.

10%* FOR AMOUNTS \$20,000 OR MORE
15%* FOR AMOUNTS UP TO \$20,000
25%* FOR AMOUNTS BELOW \$500

ADD TO THE ABOVE 5%* FOR ACCOUNTS OVER 180 DAYS PAST DUE

* All commissions shown are not inclusive of GST

TERMS AND CONDITIONS

IN THIS AGREEMENT "BELL MERCANTILE PTY LTD" SHALL BE KNOWN AS "BELL" AND THE NAME APPEARING IN THE "ORGANISATION NAME" OVERLEAF SHALL BE KNOWN AS THE "CLIENT"

DEBTORS:

DEBTOR INFORMATION RECEIVED ON CLAIM FORMS, IN WRITTEN FORM, BY FAX, OR VERBALLY OVER THE PHONE SHALL THEREBY AUTHORISE BELL TO COLLECT THE DEBT IN AGREEMENT WITH THE TERMS AND CONDITIONS AS SET OUT IN THIS SERVICE AGREEMENT.

PRICING:

COMMISSIONS, CHARGES AND PRICES DO NOT INCLUDE GST (UNLESS INDICATED OTHERWISE). GST WILL BE INCLUDED IN THE NET PRICE AT THE APPROPRIATE RATE ON INVOICE.

TRUST:

ALL RECOVERED MONEY COLLECTED BY BELL SHALL BE CLEARED THROUGH THE "BELL MERCANTILE PTY LTD TRUST ACCOUNT" AND ANY COMMISSIONS, FEES, CHARGES, SUNDRY EXPENSES OR DISBURSEMENTS MAY BE DEBITED FROM THE MONEY HELD IN TRUST.

COMMISSIONS:

UPON SUCCESSFUL RECOVERY OF MONEY BELL IS ENTITLED TO RECOVER ITS COMMISSION FROM MONEY HELD IN TRUST OR TO INVOICE THE CLIENT DIRECT AND IT IS UNDERSTOOD THAT COMMISSIONS WILL BE CHARGED IF AN ACCOUNT IS SETTLED (I.E. BY RETURN OF STOCK) AND THE COMMISSION BE CHARGED AT THE RATE APPLICABLE TO THE SETTLEMENT AND ALSO SHOULD AN ACCOUNT BE WITHDRAWN WITHOUT PROPER EXPLANATION OR A COMPROMISE BE MADE (I.E. BY WAY OF CREDIT OR RETURN OF OTHER GOODS SERVICES OR LABOUR) THEN BELL WILL CHARGE A FULL COMMISSION FOR THE DEBT.

CHARGES:

IT IS UNDERSTOOD THAT WE WILL NOT CHARGE WITHOUT PRIOR VERBAL CONSENT ANY ADDITIONAL CHARGES RELATING TO DEBT RECOVERY, FOR COMPANY SEARCHES, BUSINESS SEARCHES OR OTHER TITLE SEARCHES ETC.

LEGAL PROCESS:

WHERE LEGAL PROCEEDINGS ARE AUTHORISED IN WRITING BY OR ON BEHALF OF THE CLIENT THEN THE CLIENT AGREES TO PAY ALL LEGAL FEES, CHARGES AND DISBURSEMENTS TO THE SOLICITOR AND ALL RECOVERABLE FEES ARE REIMBURSED IF RECOVERED FROM THE DEBTOR. COMMISSIONS DUE WILL BE PAID TO BELL ON ANY MONEY COLLECTED BY SOLICITORS EXCEPT FOR LEGAL EXPENSES.

PAYMENT TERMS:

PAYMENT TERMS SHALL BE NO LATER THAN 7 DAYS FROM DATE OF INVOICE ISSUE.

OTHER TERMS:

IF ANY TERM(S) HEREOF SHALL BE UNENFORCEABLE OR INVALID BY REASON OF ANY STATUTE OR RULE OF LAW OR EQUITY, THE REMAINING TERMS OF THIS AGREEMENT SHALL NOT BE AFFECTED THEREBY AND SHALL REMAIN IN FULL FORCE AND EFFECT AS IF THE UNENFORCEABLE OR INVALID PROVISIONS ARE OMITTED. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF VICTORIA AND EACH PARTY HEREBY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THAT STATE AND COURTS ENTITLED TO HEAR APPEALS THEREFROM.

AS BELL MERCANTILE RELIES ON INFORMATION SOURCES OVER WHICH IT HAS NO CONTROL, BELL DISCLAIMS ANY RESPONSIBILITY FOR THE CORRECTNESS OF THE INFORMATION AND THE CLIENT AGREES BELL SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES SUFFERED BY ANY PERSON AS A RESULT OF INFORMATION SUPPLIED PURSUANT TO THIS AGREEMENT OR THE USE OF SUCH INFORMATION (WHETHER CORRECT OR NOT) BY THE CLIENT. THIS DISCLAIMER ALSO RELATES TO THE SERVICE OF CREDIT APPLICATION FORMS. THE CLIENT AGREES TO INDEMNIFY AND HOLD BELL AND ITS EMPLOYEES, CONTRACTORS AND AGENTS HARMLESS AGAINST ALL CLAIMS, SUITS, ACTIONS, PROCEEDINGS EXPENSES OR LOSSES WHICH MAY ARISE DURING THE COURSE OF COLLECTION PROCESS, WHETHER OR NOT ARISING OUT OF THE NEGLIGENCE OF BELL AND OR ITS EMPLOYEES, CONTRACTORS AND AGENTS.

SIGNED _____

DATE _____

NAME _____

POSITION _____