

Bell Mercantile Debt Collection

Explanation of Services

We will proceed on your matter and we ask that all communications remain entirely with the Agency from the moment a matter is placed with the agency. Any attempt by the debtor to reach out to you must be redirected to the agency with no comment to the debtor, otherwise there can be issues of prejudice and complications. Just let us know immediately of any and all attempts by a debtor to communicate with you direct.

Pathway of Recovery

Most of the matters are often resolved fairly quickly, but there are always matters that need far more considerations.

Part and parcel of any Debt Collection phase is the implication of potential Litigated matter, which can be initiated in various courts and tribunals. We fully understand that this phase can be expensive for our clients, so unlike the majority of Agencies that are solicitor owed, and mandate the files into litigation free of choice, we will not allow that process with our clients and any matter that is required to be litigated must be considered, and assessed before any matter can proceed into litigations, and with mutual understandings and agreement from our client.

Commissions for Debt Recovery

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

INTERNATIONAL Debt Recovery Commission - 25%

Terms and Conditions

IN THIS AGREEMENT "BELL MERCANTILE PTY LTD" SHALL BE KNOWN AS "BELL" AND THE NAME APPEARING IN THE APPLICANT ORGANISATION NAMED IN THE ONLINE SUBMISSION WILL BE KNOWN AS THE "CLIENT"

DEBTORS:

DEBTOR INFORMATION RECEIVED ON ONLINE CLAIM FORMS, BY WRITTEN ACCOUNT PLACEMENT FORMS, OR BY ANY 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 ANY ACCOUNT BE WITHDRAWN FROM THE AGENCY THEN UNDER ALL CIRCUMSTANCES IT IS AGREED 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 THERE FROM. 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.