

SERVICE AGREEMENT

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I/We the Client (hereafter referred to as “You” or the “authorised officer”) hereby appoint Prime Collections as our Sole Collection Agent and any other affiliated agent from the date of this agreement. I/we authorise Prime Collections to institute on our behalf any action, including legal necessary to collect accounts placed for collection. These fees and charges are payable in accordance with this agreement.

I/We acknowledge and agree with the following:

TERMS & CONDITIONS

1. Definitions

In this Agreement, unless the context otherwise requires: “Agreed Commission” means: The amount which represents the percentage of each and every Recovered Debt. “Recovered Debt” means all payments or part payments of a Referred Debt, including payments or part payments made directly to You, or Referred Debts deemed settled or otherwise compromised by the Client in accordance with this Agreement. “Referred Debt” means a debt owned by the Client and which the Client refers to Prime Collections.

2. Acceptance of Offer

If you accept this offer you will be bound by the terms and conditions set out in this document, including being billed in accordance with the terms herein. Acceptance may be by any one of the following ways:

- a. Signing and returning a copy of this document;
- b. Giving us instructions after receiving this document;
- c. Oral acceptance.

Failure to accept this offer within 7 days of dispatch of this document can result in the immediate withdrawal of our offer to act on your behalf.

3. All payments made by a debtor from the date Prime Collections is instructed to collect, are subject to the Agreed Commission.

4. Commission

The Agreed Commission is also payable if the account is withdrawn. Please note: Any of the following will require payment of the Agreed Commission: credit passed (cancelling some or all of the debt), goods returned, caveat registered with consent, or the debt settled by way of “contra”. Prime Collections will only acknowledge withdrawal of an account once we have received notice in writing by the authorised officer. If you fail to provide your instructions for further prosecution of the debt within 30 days of our written request to do so, this will also be deemed as termination or withdrawal of your account, and the Agreed Commission becomes payable in the next billing cycle. Prime Collections reserves the right to enforce STOP WORK policies on accounts which remain unpaid for 60 days from due date. No claims recognised after 7 days from invoice date.

Prime Collections Commission Rates

Monies Collected	Commission Rate
\$0.01 to 1,000.00	25% on the first \$1k
\$1,000.01 to 5,000.00	20% on the second portion
\$5,000.01 to 10,000.00	15% on the third portion
\$10,000 and over	10% on the balance

Note: Please Note: All prices are GST exclusive.

5. Once an account has been placed for collection, no arrangements or negotiations should be made with a debtor without Prime Collections being notified, Please send us a “DIRECT PAYMENT MEMO” if any payments are received from a debtor immediately.

6. We further agree to allow Prime Collections to still pursue the account even if your debtor has promised to pay you, and Prime Collections will continue to pursue the debt unless you terminate this agreement or withdraw an account in writing.
7. Prime Collections will remit monthly statements of accounts (statements are issued at the last day of each calendar month), any payments received after this date will be carried forward to the following month, after deducting all charges for commission and incidental expenses. Any debit statement rendered is payable on receipt.
8. Prime Collections is authorised to collect, bank and receive monies paid by the debtors and to deduct from these monies all agreed costs and reasonable disbursements. Prime Collections is hereby authorised to provide receipt and grant a sufficient discharge to the debtor in request of monies received on behalf of the client.
9. **Termination**
Termination may be affected in writing by either party by giving 30 days Notice. We reserve the right to suspend, terminate or cancel our agreement with you due to non-payment of account, insufficient documentation to pursue your account and/or your failure to provide instructions upon request.
10. We authorise Prime Collections to negotiate and accept any reasonable settlement from my/our debtors with my authorisation within the terms and conditions of this agreement with my approval whether written or verbally.
11. We the client authorise Prime Collections to initiate any legal representative namely, Mercantile Legal, Lou Baker & Associates or Snelgroves Solicitors to represent matters which require legal representation. You agree to pay all legal related expenses when charged and acknowledge Prime collections is authorised to provide instructions to our legal representatives on your behalf. All major expenses are strictly on approval basis and are charged at the scale rates, please refer to the current fee schedule for more information.
12. Exclusion of Liability is extended to Prime Collections, employees and or agents instructed on behalf of or by the client. The client agrees to indemnify Prime Collections against any claims or proceedings, including for non-economic loss, loss of profit or loss of savings for any indirect or consequential losses or damages under this agreement.
13. The client agrees to release Prime Collections from any liability for failure to perform or comply with any of the conditions contained in the agreement if such failure results from any cause beyond its reasonable control.

Payment Terms:-

- a. All statements/tax invoices are strictly payable on receipt.
 - b. Five percent per month (5%) interest accruing on the monthly balance and any recovery costs incurred by Prime Collections will be added to all outstanding accounts that remain unpaid for 30 days.
 - c. Legal action may be taken if accounts remain unpaid after 60 days of due date. All costs, including legal costs incurred by Prime Collections will be charged to the client.
14. The client agrees that Prime Collections will Direct Debit (via Ezi Debit DDR) the clients nominate account for any debit tax invoices issued for services rendered. The client further agrees to allow Prime Collections to Direct Debit the clients account on the 5th business day after presentation of the tax invoice. You may be entitled to 5% discount on fees if you pay by Direct Debit.

DEED OF GUARANTEE & INDEMNITY

IN CONSIDERATION of Prime Collections having agreed or agreeing to sell goods or to provide services granting or giving credit to:-

..... COMPANY NAME

Herein after called "the Company" with its registered office at

.....
at my request and forbearing for the time to sue the company for the recovery of monies owing by it to Prime Collections, I, and where more than one, each of us **HEREBY UNCONDITIONALLY AND IRREVOCABLY** GUARANTEE to Prime Collections the due and punctual payment of all monies which are now or may at any time until we are released in writing be owing to Prime Collections by the Company including all costs, charges, damages, expenses, and costs of collection as set out in Prime Collections' Terms and Conditions of sale which may be incurred by Prime Collections in the exercise or attempted exercise of any power or remedy **AND UNDERTAKE** as a separate and additional obligation under this instrument and as a principal Debtor to indemnify and to keep you indemnified against any loss that you incur as a consequence of the failure for whatever reason whatsoever of the due and punctual payment by the company of any monies due to you as aforesaid **AND IN CONSIDERATION** as aforesaid **WE FURTHER AGREE** that this guarantee shall be a continuing guarantee and shall not be considered as wholly or partly satisfied or discharged by the payment or liquidation at any time or times hereafter of any sum or sums of money for the time being due to Prime Collections as aforesaid or by any settlement of an account or by any other matters or thing whatsoever including a change in the terms on which Prime Collections sells goods or provides services or extends credit to the Company but shall extend to cover and be security for all sums of money at any time due to Prime Collections as aforesaid notwithstanding any such payment, liquidation settlement or an account or other matter or thing whatsoever and that in the event of any payment being made to Prime Collections by or on behalf of the Company and avoided by any statutory provision that payment should of deemed not to have discharged the liability of any of us and in the event of such payment being so avoided the parties hereto are restored to the rights which each respectively would have had if the payment had not been made and that this guarantee shall not be determined by the death of us or by any of us or by notice of such death or deaths that Prime Collections may grant any time or other indulgence to the Company at any time without affecting the liability of us or any of us under this instrument or any compounding release waiver or variation of this Instrument and that a certificate signed by any person is for the time being a secretary or director of any of your companies which relies on this agreement stating the amount due to such company by the Company shall be prima facie evidence of the fact and each of us agrees that he or she will not object to the admissibility of each certificate in any legal proceedings **AND FURTHER AGREE AND HEREBY CHARGE** as a separate and additional obligation under this Instrument CHARGE with payment of monies hereby guaranteed (and where this Instrument is executed by more than one person **JOINTLY AND SEVERALLY CHARGE**) as beneficial owner all freehold and leasehold interests in land which I now have or may acquire.

DATED THIS.....DAY OF.....2010

WITNESS NAME..... GUARANTOR NAME.....

ADDRESS..... SIGNATURE.....

TELEPHONE NUMBER.....

SIGNATURE.....

WITNESS NAME..... GUARANTOR NAME.....

ADDRESS..... SIGNATURE.....

TELEPHONE NUMBER.....

SIGNATURE.....

CLIENT ACCOUNT APPLICATION FORM

APPLICANT/S DIRECTOR / AUTHORISED EMPLOYEE	
COMPANY / BUSINESS NAME	
TRADING NAME	
A.C.N / BUSINESS REGISTRATION NO.	
A.B.N	
BUSINESS ADDRESS	
POSTAL ADDRESS	
TELEPHONE	
FACSIMILE	
MOBILE	
PRIVATE DETAILS 1 / NAME	
ADDRESS	
PRIVATE TELEPHONE	
PRIVATE DETAILS 2 / NAME	
ADDRESS	
PRIVATE TELEPHONE	
BANK DEATAILS / BANK	
BRANCH / ACC NO	
ANTICIPATED MONTHLY PURCHASE AMOUNT \$	
TRADE REFERENCES 1 CONTACT / BUSINESS COMPANY NAME & TELEPHONE	
TRADE REFERENCES 2 CONTACT / BUSINESS COMPANY NAME & TELEPHONE	

1. I / WE HEREBY REQUEST THE OPENING OF A CREDIT ACCOUNT AND PROVIDE THE ABOVE INFORMATION IN SUPPORT THEREOF.
2. I / WE HEREBY AUTHORISE YOU TO MAKE ANY ENQUIRY OR EXCHANGE OR DISCLOSE ANY INFORMATION CONCERNING MY / OUR CREDIT, FROM OR TO ANY PERSON OR SOURCE AUTHORISED UNDER THE PRIVACY ACT AND I / WE ACKNOWLEDGE THAT YOU MAY SUPPLY THIS INFORMATION TO ANY CREDIT REPORTING AGENCY .
3. IN CONSIDERATION OF YOU HAVING AGREED TO SELL GOODS AND EXTEND CREDIT. I / WE HEREBY CHARGE WITH PAYMENT OF ALL MONIES WHICH AT ANY TIME OR FROM TIME TO TIME ARE OWING AND PAYABLE OR OWING BUT NOT THEN PRESENTLY PAYABLE BY US ALONE OR JOINTLY OR JOINTLY AND SEVERALLY WITH ANY PERSON TO YOU (AND WHERE THIS APPLICATION IS SIGNED BY MORE THAN ONE PERSON, JOINTLY AND SEVERALLY CHARGE) AS BENEFICIAL OWNER ALL FREEHOLD AND LEASE-HOLD INTERESTS IN LANDS WHICH THE APPLICANT/S NOW HAS OR MAY AQUIRE.
4. I / WE AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF SALE WHICH I / WE ACKNOWLEDGE AND HAVE READ AND UNDERSTAND AS SET OUT IN THIS APPLICATION AND WARRANT THAT THE INFORMATION GIVEN BY ME / US HEREIN IS TRUE AND CORRECT.

DATED.....DAY OF.....2010

SIGNED BY & ON BEHALF OF THE APPLICANT/S AND ALL PROPRIETORS):-

Applicant 1
1.(Sign Here)

Applicant 2
2(Sign Here)

.....
PRINT FULL NAME OF SIGNATORY

.....
PRINT FULL NAME OF SIGNATORY

WITNESSED BY:-

WITNESSED BY:-

.....(Sign Here)

.....(Sign Here)

.....PLEASE PRINT NAME

..... PLEASE PRINT NAME

Please fax this completed form to: 1300 635 039 or Email jpestano@primecollections.com.au