



T: 1300 306 619  
P: GPO Box 1900, Melbourne, VIC 3001  
E: info@prorecovery.com.au  
W: www.prorecovery.com.au

## APPOINTMENT OF A COMMERCIAL AGENT

Registered company or business name (" the applicant") : \_\_\_\_\_

Trading name : \_\_\_\_\_

ACN : \_\_\_\_\_ ABN : \_\_\_\_\_

Bank account name : \_\_\_\_\_

BSB : \_\_\_\_\_ Bank account number : \_\_\_\_\_

*(Please nominate your account for payments)*

Postal address : \_\_\_\_\_

Business address : \_\_\_\_\_

Contact 1 : \_\_\_\_\_ Contact 2 : \_\_\_\_\_

Telephone 1 : \_\_\_\_\_ Telephone 2 : \_\_\_\_\_

Email 1 : \_\_\_\_\_ Email 2 : \_\_\_\_\_

Fax : \_\_\_\_\_ Mobile : \_\_\_\_\_

I confirm by signing below, that I am an authorised representative for the applicant and wish to appoint Professional Recovery Services Aust Pty Ltd (PRS) (ACN 615007362) to act as our debt collector (licensed commercial agent). This appointment is a continuing appointment whereby we wish to use PRS services. I understand PRS does not charge a joining fee and has no minimum amounts of debt I can refer to them. I authorise PRS to collect any accounts on the applicants behalf and further allow PRS to instruct solicitors where legal action is required (a separate authority is always obtained before legal action commences as costs are involved with this process).

The applicant also agrees that PRS that may deduct monies held in the Trust Account of PRS trust account on behalf of the applicants including any commissions and/or legal costs or outstanding invoices.

Signed : \_\_\_\_\_ Title held : \_\_\_\_\_

Print name : \_\_\_\_\_ Email : \_\_\_\_\_

Dated : \_\_\_\_\_

Fee Schedule :	\$300 – \$2,500.00   <b>30% + GST</b>	\$20,001.00 – \$50,000.00   <b>12.5% + GST</b>
	\$2,501.00 – \$5,000.00   <b>25% + GST</b>	\$50,001.00 – \$100,000.00   <b>10% + GST</b>
	\$5,001 – \$10,000.00   <b>20% + GST</b>	\$100,000 +   <b>7.5% + GST</b>
	\$10,001.00 – \$20,000.00   <b>15% + GST</b>	



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## APPOINTMENT OF A COMMERCIAL AGENT (TERMS AND CONDITIONS)

1. Payment terms are 7 days, on receipt of tax invoice from Professional Recovery Services Aust Pty Ltd (PRS).
2. From the date of receiving instructions to commence debt recovery proceedings, PRS shall be entitled to charge commission as per the Fee Schedule on the appointment of a commercial agent form once any of the following occur;
  - i. A debt is paid to PRS;
  - ii. A debt is paid to a legal representative of PRS or the applicant;
  - iii. A debt is paid to the applicant in any way or to a third party of the applicant;
  - iv. Goods or services are received in lieu of payment to the applicant or a third party of the applicant;
  - v. The account is settled in any way including a "contra arrangement";
  - vi. The account had been paid prior to referring the debtor to PRS
3. With the exception to this is clause 2. (i) to (vi), no commission shall be charged by PRS if no money is collected.
4. The applicant acknowledges that should a payment arrangement or settlement be reached, PRS are entitled to keep carriage of the said account to ensure payments by debtors are made and allow PRS to charge commission as agreed in the fee schedule.
5. Should the applicant wish to terminate this agreement and PRS believe this is due to the applicant wanting to avoid paying commission, then full commission as per the Fee Schedule on the signed Appointment of a commercial agent form will be charged.
6. Prior to commencing with legal action, PRS shall obtain written confirmation from the applicant to proceed. PRS shall engage solicitors on the applicant's behalf and the applicant is responsible for the costs. PRS shall provide the applicant with a quotation for the work. There is no obligation for the applicant to commence with legal action.
7. The signing of the Appointment of a Commercial Agent form or Terms and Conditions represents the acknowledgement and acceptance of these Terms & Conditions.

Signed : \_\_\_\_\_

Title held : \_\_\_\_\_

Print name : \_\_\_\_\_

Dated : \_\_\_\_\_

Sales code : \_\_\_\_\_