



**POSITIVE**  
Collection Services

**Terms and Conditions of Agency Agreement with  
Positive Collection Services Pty Ltd**

1. In this Agreement, Positive Collection Services Pty Ltd ABN 81 135 193 163, shall be known as PCS and the party completing one or more Action Forms ("form") shall be known as the PRINCIPAL.
2. By the act of forwarding one or more forms to PCS, the PRINCIPAL acknowledges that he has read and agrees to be bound by these Terms and Conditions.
3. Principal agrees to pay to PCS a commission on any funds recovered calculated pursuant to the table below and pursuant to these Terms and Conditions.
4. PCS will by the 14<sup>th</sup> of the following month forward to the PRINCIPAL a sum equivalent to any monies received on behalf of the PRINCIPAL less any commission due, calculated according to prevailing rates, such commission to be calculated on the sum received by PCS or paid directly by the debtor to the PRINCIPAL.
5. The PRINCIPAL covenants that he will notify PCS within one working day of a debt referred to in a form being paid in whole or in part to him whether paid directly by the debtor or on behalf of the debtor and further acknowledges that PCS shall be entitled to charge commission to the PRINCIPAL on such recovery calculated according to the prevailing rates.
6. The PRINCIPAL covenants that the details supplied by him are true and correct and include all information relevant to the debt. Should PCS suffer loss or expense due to misleading, false or insufficient details being supplied by the PRINCIPAL, the PRINCIPAL will indemnify PCS in full for such loss or expense.
7. The PRINCIPAL expressly authorises PCS to perform all acts reasonably necessary to recover a claim on his/her behalf including taking legal and/or enforcement action in the name of the PRINCIPAL. In the event where PCS initiates legal action, it shall do so at its cost provided that it shall be entitled to deduct from monies recovered from the debtor the scale legal costs and disbursements incurred and in the event where the legal costs and disbursements exceed the recovery PCS shall bear the excess.
8. During the time period PCS is acting for the PRINCIPAL, the PRINCIPAL covenants that PCS act on its/their behalf exclusively and the PRINCIPAL shall not negotiate with or contact the debtor or accept less than total payment directly from the debtor.
9. PCS warrants that it will not act in any manner which may besmirch the PRINCIPAL'S name and reputation.
10. PCS reserves the right to refuse to act as agent against any one or more debtors and may at any time by notice in writing, cease to act for the PRINCIPAL in relation to any one or more debts.
11. The PRINCIPAL'S instructions to PCS to recover a debt pursuant to this Agreement shall be deemed to have commenced from the date of receipt of a form or instructions by PCS and should the PRINCIPAL thereafter at any time instruct PCS whether expressly or by conduct to terminate recovery proceedings for any reason whatsoever PCS shall be entitled to charge commission from the date of termination regardless of the ultimate outcome of further recovery action as if the debt has been paid in full.
12. PCS shall be entitled to vary these Terms and Conditions at any time upon the giving of one month's notice in writing to the PRINCIPAL detailing such changes.
13. In the event where the PRINCIPAL accepts a return of goods, offset or credit in satisfaction of a claim PCS shall be entitled to charge commission based on the agreed value allowed by the PRINCIPAL to the debtor.
14. PCS shall be bound by no covenants, representations or warranties other than those specified in this Agreement.
15. PCS shall be entitled to destroy its file and all documents and particulars provided by the PRINCIPAL in relation to any debt referral upon the expiration of thirty days from the date a statement is sent to the principal advising either of the payment of the debt or that PCS has closed the file.
16. In the event where the PRINCIPAL fails to pay to PCS the debt balance on the statement forwarded to the PRINCIPAL within 14 days from the date of the statement, PCS shall be entitled to charge interest on any outstanding amount at a rate of 10% per annum until all payment is received. In addition, the PRINCIPAL shall be liable to PCS for all legal costs and disbursements on the indemnity basis incurred by PCS in recovering any monies owing to it.
17. In the event where the PRINCIPAL does not cash a cheque sent to him within 6 months of the cheque being sent to him by PCS, PCS shall be entitled to cancel the cheque and retain the monies.
18. All GST levied by the Commonwealth Government on PCS'S commission shall be borne by the PRINCIPAL and PCS shall provide a Tax Invoice to the PRINCIPAL in respect of same.
19. This Agreement is deemed to be made in the State of Queensland and the laws of the state of Queensland shall apply. All disputes in respect of this agreement shall be determined by the Queensland Courts.
20. Reference to a party shall include reference where applicable to its heirs, successors in title, executors, administrator, receiver and liquidator.

<b>POSITIVE COLLECTION SERVICES PTY LTD – SCALE OF FEES</b>	
<b>(Each file/debt to be collected will incur an upfront file administration fee of \$150)</b>	
\$0 - \$5,000	25% + GST of amount recovered
\$5,001 - \$10,000	20% + GST of amount recovered
\$10,001 +	15% + GST of amount recovered

# ACTION FORM POSITIVE COLLECTION SERVICES PTY LTD



PCS CLIENT NO: \_\_\_\_\_ & NAME \_\_\_\_\_  
OR YOUR PARTICULARS  
Name / Trading Name \_\_\_\_\_  
Your **Postal** Address \_\_\_\_\_ State \_\_\_\_\_ P/C \_\_\_\_\_  
Contact Name \_\_\_\_\_ Email \_\_\_\_\_  
☎ ( \_\_\_\_ ) \_\_\_\_\_ Fax ( \_\_\_\_ ) \_\_\_\_\_ Mobile \_\_\_\_\_  
Nature of Business \_\_\_\_\_ ABN \_\_\_\_\_ Have you used PCS before? Tick if **No**   
How did you hear about our services? \_\_\_\_\_

## PARTICULARS OF THE PERSON/ BUSINESS WHO OWES YOU MONEY

Full Name Mr/ Ms/ Mrs \_\_\_\_\_ DOB: \_\_\_\_\_  
Company or Business Name \_\_\_\_\_ ABN: \_\_\_\_\_  
Home Address \_\_\_\_\_ State \_\_\_\_\_ P/C \_\_\_\_\_  
Business Address \_\_\_\_\_ State \_\_\_\_\_ P/C \_\_\_\_\_  
☎ ( \_\_\_\_ ) \_\_\_\_\_ Mobile \_\_\_\_\_  
Fax ( \_\_\_\_ ) \_\_\_\_\_ Email \_\_\_\_\_  
Work Details (if known) \_\_\_\_\_  
Name of Relation (if known) \_\_\_\_\_ Car Rego: \_\_\_\_\_ Driver's License # \_\_\_\_\_

## ATTACH A COPY OF CREDIT APPLICATION/ TERMS OF TRADE

## MONIES OWING

Date of invoice(s) (attach copy) \_\_\_\_ / \_\_\_\_ /20\_\_\_\_ Balance owing \$ \_\_\_\_\_  
Is this debt disputed? **Tick if Yes**   
What steps (if any) have you taken to recover the outstanding monies? \_\_\_\_\_

## BASIC DETAILS OF DEBT

**Comment** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please attach any relevant further information.

I confirm that the above details are true and correct and that I have read the Terms and Conditions printed on the back of this form and agree to be bound by them.

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Sign Here \_\_\_\_\_ Position \_\_\_\_\_

(State Position if Signing on behalf of a business)

**FOR IMMEDIATE ACTION SEND OR FAX THIS FORM TO POSITIVE COLLECTION SERVICES**

Fax to: (07) 5557 8761 OR Post to: PO Box 3788, Australia Fair Qld 4215 Australia OR Complete on-line at [www.positivecollection.com.au](http://www.positivecollection.com.au)  
Enquiries – Call Positive Collection Services on (07) 5557 8760