



Terms and Conditions of Agency Agreement with Prushka Fast Debt Recovery Pty Ltd

1. In this Agreement, *PRUSHKA FAST DEBT RECOVERY PTY LTD* ABN 55 005 962 854, shall be known as Prushka 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 *PRUSHKA*, the *PRINCIPAL* acknowledges that he has read and agrees to be bound by these Terms and Conditions.
3. *PRUSHKA* will on the following Statement Date 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 *PRUSHKA* or paid directly by the debtor to the *PRINCIPAL*.
4. The *PRINCIPAL* covenants that he will notify *PRUSHKA* 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 *PRUSHKA* shall be entitled to charge commission to the *PRINCIPAL* on such recovery calculated according to the prevailing rates.
5. The *PRINCIPAL* covenants that the details supplied by him are true and correct and include all information relevant to the debt. Should *PRUSHKA* suffer loss or expense due to misleading, false or insufficient details being supplied by the *PRINCIPAL*, the *PRINCIPAL* will indemnify *PRUSHKA* in full for such loss or expense.
6. The *PRINCIPAL* expressly authorises *PRUSHKA* to perform all acts reasonable necessary to recovery a claim on his/her behalf including legal and enforcement action. In the event where *PRUSHKA* 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 *PRUSHKA* shall bear the excess.
7. During the time period *PRUSHKA* is acting for the *PRINCIPAL*, the *PRINCIPAL* covenants that *PRUSHKA* acts 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.
8. *PRUSHKA* warrants that it will not act in any manner which may besmirch the *PRINCIPAL'S* name and reputation.
9. *PRUSHKA* 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.
10. The *PRINCIPAL'S* instructions to *PRUSHKA* 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 *PRUSHKA* and should the *PRINCIPAL* thereafter at any time instruct *PRUSHKA* whether expressly or by conduct to terminate recovery proceedings for any reason whatsoever *PRUSHKA* 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.
11. *PRUSHKA* 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.
12. In the event where the *PRINCIPAL* accepts a return of goods, offset or credit in satisfaction of a claim *PRUSHKA* shall be entitled to charge commission based on the agreed value allowed by the *PRINCIPAL* to the debtor.
13. *PRUSHKA* shall be bound by no covenants, representations or warranties other than those specified in this Agreement.
14. *PRUSHKA* 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 *PRUSHKA* has closed the file.
15. In the event where the *PRINCIPAL* fails to pay to *PRUSHKA* the debt balance on the statement forwarded to the *PRINCIPAL* within 14 days from the date of the statement, *PRUSHKA* shall be entitled to charge an account keeping fee calculated at its prevailing rate every month in which there is a debt balance outstanding. In addition, the *PRINCIPAL* shall be liable for all legal costs and disbursements incurred by *PRUSHKA* arising from the default calculated on the indemnity basis.
16. 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 *PRUSHKA*, *PRUSHKA* shall be entitled to cancel the cheque and retain the monies.
17. All GST levied by the Commonwealth Government on *PRUSHKA'S* commission shall be borne by the *PRINCIPAL* and *PRUSHKA* shall provide a Tax Invoice.
18. This Agreement is deemed to be made in the State of Victoria and all disputes hereunder shall be determined by the relevant Victorian Court.
19. Reference to a party shall include reference where applicable to its heirs, successors in title, executors, administrator, receiver or liquidator.

ACTION FORM!



PRUSHKA CLIENT NO: _____ & Name

OR

YOUR PARTICULARS

Your Business Name Trading Name (if different)

Contact Person (position held)

Your Postal Address Postcode

Your Business Address (if different) Postcode

Email

Your Telephone No Fax Mobile

Nature of Business ABN Have you used Prushka before? Yes No

Your reference for this particular matter/claim:

PARTICULARS OF THE PERSON WHO HAS MADE CLAIM AGAINST YOU

Full Name Mr / Ms / Mrs

Home Address Postcode

Telephone No Mob Fax Email

OR

PARTICULARS OF THE BUSINESS/COMPANY WHICH HAS MADE CLAIM AGAINST YOU

Company or Business Name Contact Person

Address Postcode ABN

Telephone No. Bus Mob Fax Email

Nature of business (e.g. insurer, solicitor, broker, fleet controller)

Third Party reference for this matter:

DETAILS OF CLAIM

Date of Accident/Collision Location

Description of the incident > please send through a copy of your incident description form for this matter. Alternatively, you may wish to use a Prushka Motor Vehicle Incident Description Form to detail the particulars of the incident.

Amount being claimed as per invoice/assessment \$ **Attach copy of all documents**

(Note: If multiple Third Parties are claiming against you for this particular incident, please complete a separate form for each claim and advise us of the related reference for your other file/s > Related file reference/s for this incident

OTHER INFORMATION

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 when Signing on behalf of a business)

FOR IMMEDIATE ACTION SEND OR FAX FORM TO PRUSHKA NOW!

Fax to: (03) 9872 4757 **OR**

Post: Private Bag 6, Mitcham, Victoria, 3132, Australia

Enquiries – Call the Prushka Client Services Team – Freecall 1800 061 761

Email - info@prushka.com.au