

ACTION FORM

PRUSHKA 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 Prushka before? Tick if No

PARTICULARS OF THE PERSON WHO OWES YOU MONEY

Full Name Mr/Ms/Mrs

Home Address State P/C.....

☎ (.....) Mob Fax (.....) Email

Work Details (if known)

Name of Relation (if known)

OR

PARTICULARS OF THE BUSINESS WHICH OWES YOU MONEY ABN

Company or Business Name

Contact Address State P/C.....

☎ (.....) Mob Fax (.....) Email

MONIES OWING

Date of first invoice (attach copy)/...../20..... Balance owing \$

Details of service or goods provided by you

Add Prushka Commission? **Tick if Yes (One box only)** For this debt only **OR** For this and all future debts
(Only tick yes if your trading terms allow you to do so. Call Client Services Team to explain further)

Is this debt disputed? **Tick if Yes**

FOR MEDICAL DEBTS ONLY Name of Patient (if a minor)

Referring Doctor (if any) Name Date of Consultation / Service/...../.....

FOR WORKCARE OR MOTOR ACCIDENT BOARD CLAIMS Claim Number

Date of Accident/...../..... Name and Address of Patient's Employer Postcode

Insurer

OTHER INFORMATION

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 FORM TO PRUSHKA. NOW!

Fax to: (03) 9872 4757 OR Post: Private Bag 6, Mitcham, Victoria, 3132, Australia OR Complete on-line at www.prushka.com.au
Enquiries – Call the Prushka Client Services Team – Freecall 1800 061 761



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.