

ACTION FORM

PRUSHKA CLIENT NO: & Name

OR YOUR PARTICULARS

Name / Trading Name Contact Name

Your Postal Address State P/C.....

☎ (.....)..... Mobile Email

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
Commission can only legally be added if your terms and conditions clearly allow you to do so. For new clients, please attach copy.

Is this debt disputed? Tick if Yes Details

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

NO MORE FORMS

Once you have lodged one complete Action Form, you can then submit debts to us by posting, faxing or emailing a copy of your invoice or print-out listing details of your debtors.

The terms which apply will be the current terms on our web-site.

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 for this and all future debts submitted.

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 **OR** Email to: info@prushka.com.au
 Enquiries – Call the Prushka Client Services Team – Freecall 1800 641 617

**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*. The only deduction shall be bank fees charged on foreign currency payments received. In the event where the *PRINCIPAL* accepts a reduced lump sum, the commission rate shall be calculated on the applicable rate for the reduced amount and not on the submitted amount. Early release of funds will attract a fee at *PRUSHKA*'S prevailing rate.
4. The *PRINCIPAL* covenants that he will notify *PRUSHKA* within one working day of a debt referred to in a form or instructions 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. (a) The *PRINCIPAL* expressly authorises *PRUSHKA* to perform all acts reasonably necessary to collect a claim on his/her behalf and to instruct Mendelsons Lawyers Pty Ltd (“ML”) unless otherwise advised to carry out part or all of the collection process. ML is authorised to request payment of legal costs on legal demand letters sent by it and the cost of such letters shall be borne by the *PRINCIPAL* but the cost shall be offset by any costs recovered from the *PRINCIPAL*'S debtors and *PRUSHKA* shall apply any commission received by it against such liability and to the extent that there is a shortfall, *PRUSHKA* shall bear the shortfall.
- 6.(b) In the event where the *PRINCIPAL* has trading terms in place with its Debtor which provide for collection costs to be added to the debt, *PRUSHKA* shall endeavour to collect the applicable costs but is irrevocably authorised to waive part or all of such costs and commission payable by the *PRINCIPAL* shall be calculated on the total of the amount recovered and accounted for to the *PRINCIPAL* and in the event where there is recovery of an amount exceeding the original debt, *PRUSHKA* is authorized to instruct Mendelsons Lawyers to allocate the excess between legal costs and recovery of commission in such proportion as it directs.
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. In the event where the *PRINCIPAL* breaches this clause *PRUSHKA* shall be entitled to charge commission as if the debt had been paid in full.
8. *Both parties* warrant that it will not act in any manner which may besmirch the name and reputation of the other.
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. 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.
12. *PRUSHKA* shall be bound by no covenants, representations or warranties other than those specified in this Agreement.
13. *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 and Mendelsons Lawyers shall be entitled to destroy its files on the same basis other than litigation files.
14. In the event where the *PRINCIPAL* fails to pay to *PRUSHKA* the debt balance on the statement forwarded to the *PRINCIPAL* within 21 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.
15. These terms may be amended from time to time and the applicable current terms shall be those detailed on the Prushka website and *PRUSHKA* shall be under no obligation to provide notice whenever there has been a change. Changes made shall relate to all debts submitted by the *PRINCIPAL* from the date of change.
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*, the *PRINCIPAL* authorizes *PRUSHKA* to cancel the cheque and to transfer an equivalent amount from its trust account and to retain same.
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.
20. Prushka shall be entitled to set-off monies due to the *PRINCIPAL* with monies *PRUSHKA* reasonably believes are owing by the *PRINCIPAL* to it.
21. Pursuant to Rule 7 of the Legal Profession Uniform Legal Practice (Solicitors) Rules 2015 Mendelsons Lawyers Pty Ltd ACN 125 099 701 discloses that it is associated with and shares common ownership with Prushka Fast Debt Recovery Pty Ltd ACN 005 962 854.
22. Mendelsons Lawyers Pty Ltd is authorised to direct monies recovered from debtors for other than litigation files into *PRUSHKA*'S trust account.