



We understand small business. That's because we've been helping small businesses since 1977 and now have tens of thousands of small business clients across Australia.

This brochure includes the most popular products and solutions we have available for small business clients and information about how they work.

If you have specific requirements or would like a Client Services Consultant to speak with you about your needs, simply give us a call or send us an email. Our website also lets you gather more information or contact us online.

Contact the Client Services Team on

**1800 641 617**

[info@prushka.com.au](mailto:info@prushka.com.au)

[www.prushka.com.au](http://www.prushka.com.au)

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**In-house Debt Recovery** on a "**No Recovery - No Charge**" commission basis

**Instant Legal Demand Letter** for an instant lawyer's demand letter sent to your debtor

**Prushka Sticker System** for "Now Due", "Overdue" and "Final Demand" stickers

**Fast Debt Recovery Kit** for easy-to-use, DIY debt collection

**Why Choose Prushka** explains why we're the best at recovering debts across Australia

**Products & Solutions Order Form** to place an order

**Action Form** - to submit a debt for in-house "No Recovery - No Charge" debt collection

Comprehensive and correctly worded trading terms establish a concrete foundation for your business, clearly defining your legal rights and relationship with your customer from the beginning.

## Product details

Prushka, in conjunction with Mendelsons Lawyers, will review your current terms and make suggestions for the inclusion of additional terms and/or amendment of your current terms. If you don't have terms, we can create them for you.

With over 34 years of experience and legal expertise in recovering overdue accounts, we know the most suitable clauses you should have in your trading terms. Our lawyers will contact you to find out more about your business so that we can produce tailored trading terms specifically for your business.

Your trading terms may be incorporated into your quote, order form, acceptance confirmation or account opening paperwork. We will also provide you with a guide of how to effectively utilise your new trading terms.

## Benefits for your business

- Decrease the number of defaulting customers.
- Ability to seize your goods back in the event of default.
- **Increase your success** when suing debtors.
- Protect yourself from being sued.
- Ability to **charge interest** and **add commission** on your overdue accounts.



The Trading Terms Review is offered in conjunction with Mendelsons Lawyers, a division of Prushka.

## What you get

- **In-depth review** of your existing trading terms and/or business practice. #
- **Review** of your business risk.
- **Terms to improve recovery of overdue accounts** and to cover all legal bases to enable you to sue successfully.
- **Professional advice** on additional terms that may be required to further protect your business from other potential liabilities.
- **Provision of comprehensive trading terms** in both 'easy to read' format and 'fine print' format.
- **A written guide** to effective implementation of your new trading terms.

# If you do not have trading terms, we will formulate trading terms for you.

Contact the Client Services Team on

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## Authority to proceed

Company / Business Name (in full): \_\_\_\_\_ ACN / ABN: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Nature of Business: \_\_\_\_\_

Street Address: \_\_\_\_\_ Postcode: \_\_\_\_\_

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

Email: \_\_\_\_\_

**I / We authorise Prushka to carry out a legal review of my / our existing Trading Terms and / or business practice for a total cost of \$825.00 (including GST)**

Date: \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_\_

(Please sign here)

(Please state full name and include position held if signing as an officer of a company)

TAX INVOICE

### Payment Method *(please tick)*

**Cheque**  
(Please make cheque payable to **Prushka Fast Debt Recovery**)

**Credit Card**

Card Type: MASTER  VISA  Card Number:

Name on Card:

Expiry Date:  /  Amount: **\$825.00**

Receipt Number *(for office use only)*: \_\_\_\_\_

**\* Please forward form (and cheque) to Private Bag 6, Mitcham, VIC 3132 or, if paying by credit card, fax to (03) 9872 4757.**

Prushka Fast Debt Recovery Pty Ltd and Mendelsons Lawyers Pty Ltd do not warrant that the review and resultant suggestions and/or amendments will be effective in every instance and will not be held liable for any loss or damage arising from your use and/or authorised amendments of the service supplied under this agreement.

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**www.prushka.com.au**

- Melbourne • Adelaide • Ballarat • Cairns • Dubbo • Geelong • Launceston • Newcastle
- Southport • Sydney • Wagga Wagga • Warrnambool

## In-House Debt Recovery

### “No Recovery – No Charge”

#### Solution details

We pioneered the concept of performance based debt recovery and have maintained a policy of not charging our clients any loading fees, membership fees or other similar charges for over thirty years. Our **“No Recovery - No Charge”** service means that our commission is only charged on the amount we actually recover for you.

Our system for debt collection has been developed and refined over many years. It utilises a series of letters and phone calls to firstly engage your debtor and have the debt acknowledged. Then it focuses on having your debt prioritised and paid before other accounts the debtor may have owing. Finally, it aims to achieve fast repayment and monitoring any agreement to ensure the debtor follows through.

In the instance a debtor proves elusive we are able to perform a trace using their last known details. If further investigation is required, we are able to refer the file to our in-house investigations department for more extensive inquiry.

Our system and approach allows slow payers to settle their debts quickly, and without much fuss or embarrassment. It also places enough focus and pressure on seasoned debtors to achieve positive outcomes on complex and troublesome accounts.

#### Benefits for your business

- You're **free to focus on your core business** functions whilst we take care of recovering your overdue accounts.
- **Reduces your operating costs** through employing and training less accounts receivable staff.
- **Reduces your risk** of breaching compliance and regulatory obligations and legislation including ACCC & ASIC debt collection directives, the National Privacy Principles and Privacy Act.



Prushka's fully integrated law firm

#### Specialist Teams and quality service

**All correspondence to debtors comes from our fully integrated law firm, Mendelsons National Debt Collection Lawyers.** With over thirty years of debt collection experience, the Mendelsons name is familiar to many debtors and late payers. It therefore carries impact and captures a debtor's urgent attention.

**We have specialised teams dedicated to various industry types and debts.** We are able to allocate your debts to a team that is highly experienced in recovering monies for businesses just like yours. We have Commercial, Healthcare, Motor Vehicle, Corporate Commercial and Corporate Healthcare Teams.

We also have a **network of branches across Australia.** Each office recovers debts on behalf of clients located within its region. These offices combine collections experience and local knowledge to meet the needs of a wide variety of clients across Australia, including regional areas.

As a client you will be assigned a **dedicated Account Controller(s)** to work on your debt ledger, therefore ensuring that you receive exceptional and personalised service. Our Account Controllers have access to legal demand letters, lawyers for advice and drafting of customised letters, and a proven collection system incorporating customised software, databases and queuing technology.

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• Southport • Sydney • Wagga Wagga • Warrnambool

Discuss your debt recovery concerns with an experienced debt collection lawyer from Mendelsons, Prushka's fully integrated law firm. A legal letter will immediately be sent to your debtor, with a copy sent to you.

## Product details

If you are seeking to take a harder legal line with a particular debtor or speed up the recovery of a large outstanding account, then a legal demand letter may be the ideal solution.

After speaking directly with a lawyer (an expert in debt recovery) a customised letter will be prepared for you on Mendelsons Lawyers letterhead. This letter will assist you in moving from using your company branding on demands for payment to a debt recovery law firm's letterhead.

## Benefits for your business

- No hassles, no forms to fill in, **no appointments necessary.**
- You can discuss your debt with a lawyer who has experience in debt collection.
- **No commission payable** if the letter results in your debt being paid.
- **No obligation** to continue using us. The choice is yours!
- The legal demand letter is an ideal first step, allowing for more pressure to be applied if the debt remains unpaid.
- And all this for **only \$182.50 including GST!**

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Legal Demand Letters are offered in conjunction with Mendelsons Lawyers, a division of Prushka.



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• Southport • Sydney • Wagga Wagga • Warrnambool

## Product details

The Prushka Sticker System will empower your business with the Prushka Fast Debt Recovery name, conveying the strong message to your customers that you operate an effective accounts receivable system. This in turn encourages your customers to pay their accounts promptly.

With easy-to-use **Now Due**, **Overdue** and **Final Demand** stickers, the messages are designed specifically to act as a reminder to your customers, to settle their accounts in a timely manner in order to avoid any consequences. The stickers are placed onto your first, second and third statements/invoices and reminder notices respectively.

## Benefits for your business

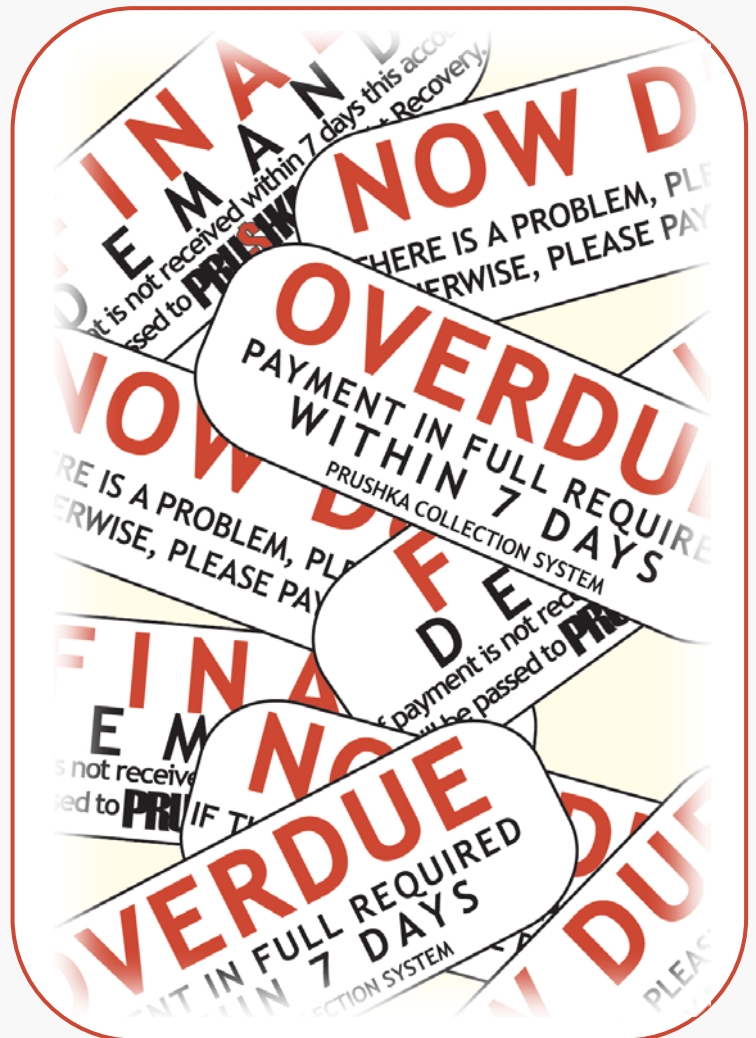
- By involving the “Prushka” name, it shows you **take a firm line with bad debtors**.
- Enhances your accounts receivable system by helping **isolate potential bad debts**.
- **Improves cash flow** by encouraging your customers to pay their accounts promptly.
- No obligation to continue using us. The choice is yours!
- And all this from **only \$90.50 including GST!**

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Pack Types	Contents
“Now Due”	300 “Now Due” stickers
“Overdue”	300 “Overdue” stickers
“Final Demand”	300 “Final Demand” stickers
Mixed	150 “Now Due” 75 “Overdue” & 75 “Final Demand” stickers

## Product details

The Fast Debt Recovery Kit is an easy-to-use, DIY Kit that provides you with full control in recovering your overdue accounts. It gives you an additional chance to collect your money before engaging our “No Recovery - No Charge” in-house collection services.

The Kit consists of a software program able to store your debtors’ details (via an inbuilt database) and generates Demand Letters on Prushka stationery. These letters are generated from your office/workshop for your convenience.

You complete the letters yourself, sending the original to your debtor and a duplicate to us. We forward to you any returned letters and cheques and handle phone enquiries for no additional charge.

## Benefits for your business

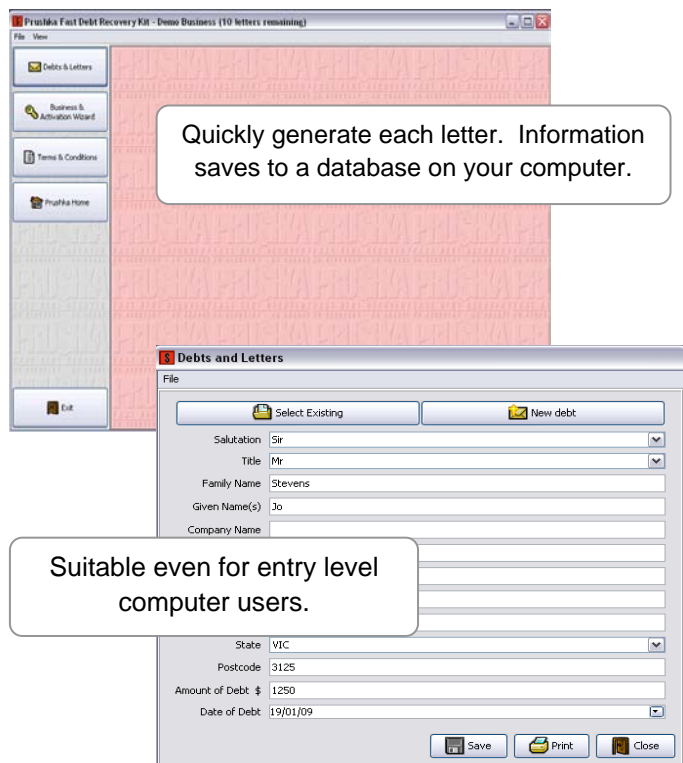
- Recovery rate of over 50%.
- Fast, easy-to-use, **cost effective** and no **commission payable**.
- Speeds up your collection process and **increases cash flow**.
- Isolates bad payers from slow payers.
- Full Prushka back up. We forward any correspondence and cheques received.
- Fully Tax Deductible.
- It’s a natural extension of your existing accounting system.
- **No obligation** to continue using us. The choice is yours!

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## Why Choose Prushka

### “No recovery – No Charge”

With our “No Recovery - No Charge” service there are no hidden costs or fees. Our commission includes letters, phone calls, field calls (in selected areas and when appropriate), skip tracing (when applicable), client reporting and even dishonoured cheque fees from debtors.

### Dedicated Client Services Team

We have a dedicated Client Services Team totally focused on handling the specific needs, questions and comments of our clients.

### Recognised name synonymous with achieving results

We receive a lot of positive coverage in the media. This includes professional commentary from the CEO and senior managers on current economic issues and events.

Prushka’s opinion is highly regarded in the areas of debt collection, national debt levels (including consumer debt, business debt, small business debt and credit card debt), mortgage defaults, interest rates, and inflation.

All correspondence to debtors comes from our fully integrated law firm, Mendelsons National Debt Collection lawyers. This name is familiar to many debtors and late payers. Mendelsons has the expertise to carry a matter right through to legal action and enforcement. The debtors receiving correspondence from Mendelsons know that such a matter requires their urgent attention.

### Expert collection staff

Our team of expert collection staff receive comprehensive and ongoing training from professional trainers covering relevant codes, legislation and industry best practice.

As a result, well over 90% of files are settled or concluded prior to legal action.



### Specialist Pre-legal Team

For debts that may require legal action, we have a specialist Pre-legal Team that is able to discuss your potential legal files with you and help choose the best course of action. This is done with the goal of maximising your chances of recovery.

### Fully integrated law firm

Mendelsons National Debt Collection Lawyers are able to take legal action Australia-wide without the use of subcontractors.

Our “Fixed-Price, Fully Inclusive Legal Action Service” ensures that legal costs will not blow out.

Result-oriented enforcement actions are available on judgments, including bankruptcy and seizure & sale.

### Contact the Client Services Team on

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[www.prushka.com.au](http://www.prushka.com.au)

**Your Details > Existing Client**

Client Code*:	Company / Business Name:
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\* If you do not know your Client Number or you are a new client, please complete the 'New Client' section below

**Your Details > New Client**

Company / Business Name:	
Address:	
Suburb:	State: Postcode: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Contact Person/s:	<input type="checkbox"/> Mr <input type="checkbox"/> Ms <input type="checkbox"/> Mr <input type="checkbox"/> Ms
Telephone (landline): (0 )	Facsimile: (0 ) Email:
Telephone (mobile):	

**Prushka Fast Debt Recovery Kit (Please select a Kit size, type, format & quantity)**

Kit Size	Kit Type			Format		Quantity (please specify quantity)
	Standard	Medical	Library	CD	Pre-Printed	
<input type="checkbox"/> 5 Letters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/> X \$87.00 (incl. GST)
<input type="checkbox"/> 10 Letters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/> X \$149.50 (incl. GST)
<input type="checkbox"/> 30 Letters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/> X \$275.00 (incl. GST)
<input type="checkbox"/> 50 Letters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/> X \$399.00 (incl. GST)
<input type="checkbox"/> 100 Letters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/> X \$595.00 (incl. GST)
<input type="checkbox"/> 200 Letters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/> X \$895.00 (incl. GST)
<input type="checkbox"/> 500 Letters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/> X \$2075.00 (incl. GST)
<input type="checkbox"/> 1,000 Letters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/> X \$2990.00 (incl. GST)

**Prushka Sticker System (Please select a sticker book type and quantity)**

The Mixed Stickers pack includes 150 'Now Due', 75 'Overdue', and 75 'Final Demand' stickers. All other pack Types include 300 stickers of a single Type (being 'Now Due', 'Overdue', or 'Final Demand')

Type	Quantity (please specify quantity)	Price
<input type="checkbox"/> Mixed Stickers	<input type="text"/> book/s	Any 1 Book = \$95.50 (incl. GST)
<input type="checkbox"/> Now Due Stickers	<input type="text"/> book/s	Any 2 Books = \$175.00 (incl. GST)
<input type="checkbox"/> Overdue Stickers	<input type="text"/> book/s	Any 3 Books = \$225.50 (incl. GST)
<input type="checkbox"/> Final Demand Stickers	<input type="text"/> book/s	

**Combination Kit & Stickers (Choose a 30 letter Kit plus a Sticker pack and save money!)**

Prushka Fast Debt Recovery Kit Type (30 Letter)			Format		Prushka Sticker System Type
Standard	Medical	Library	CD	Pre-Printed	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Mixed Stickers
					<input type="checkbox"/> Now Due Stickers
Price					<input type="checkbox"/> Overdue Stickers
Combination Kit & Stickers = \$349.00 (incl. GST)					<input type="checkbox"/> Final Demand Stickers
Quantity (of the same combination)			<input type="text"/>		

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

Return this form to us at the following: Prushka Fast Debt Recovery, Private Bag 6, Mitcham, VIC 3132

or Fax: (03) 9872 4757

**A Tax Invoice will be posted to you for payment.**

For other products and solutions, please contact the **Prushka Client Services Team** on **1800 641 617**.

Prushka Fast Debt Recovery Pty Ltd [ ABN 55-005-962-854 ]

Products & Solutions Order Form - W007

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

# PRUSHKA

FAST DEBT RECOVERY  
NO RECOVERY – NO CHARGE

## **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 reasonably necessary to collect a claim on his/her behalf including legal and enforcement action and to instruct at its cost, Mendelons Lawyers to carry out part or all of the collection process. 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. 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.
14. 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.
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 32 of the Professional Conduct and Practice Rules 2005 (Vic) Mendelons Lawyers Pty Ltd discloses that it is associated with *PRUSHKA* and that there is common ownership between the two entities.