

# VIC COLLECT

## SERVICE AGREEMENT

Company/Individual \_\_\_\_\_ (“You”)

Trading as \_\_\_\_\_

ACN \_\_\_\_\_ ABN \_\_\_\_\_

Street Address \_\_\_\_\_

Postal Address \_\_\_\_\_

If Company, Director’s name \_\_\_\_\_ DIN \_\_\_\_\_

If Company, Director’s name \_\_\_\_\_ DIN \_\_\_\_\_

Contact 1 \_\_\_\_\_ Phone \_\_\_\_\_

Contact 2 \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_

Your Bank Account details (**required for direct payment**)

Bank \_\_\_\_\_

Bank Account Name \_\_\_\_\_

BSB \_\_\_\_\_ Account Number \_\_\_\_\_

You agree to appoint Vic Collect as your authorised debt collection agent to act on your behalf in the collection of your outstanding debts. You have read and understood, and agree and accept Vic Collect’s Terms and Conditions as show on pages 2-4 of this Service Agreement, and the Commission fees shown on page 2 of our Proposal, which both form part of this Service Agreement.

Dated \_\_\_\_\_

Authorised Signatory \_\_\_\_\_

Print Name \_\_\_\_\_

Position \_\_\_\_\_

Please email this form to [admin@viccollect.com.au](mailto:admin@viccollect.com.au)

# VIC COLLECT

## TERMS AND CONDITIONS

In this Agreement, “We”, “Our” and “Us” means Vic Collect and its employees and “You” means yourself in either a personal capacity or as an authorised representative of another individual carrying on a business or a company.

### 1. Definitions

- 1.1 **Agreement** means the Service Agreement signed by You and accepted by Us, together with these Terms and Conditions and Our Proposal.
- 1.2 **Commission** means the rate that We will charge You for debt collection Services on moneys collected on your behalf.
- 1.3 **Debt/s** means the amount owed to You by a Debtor in Australian Dollars (AUD).
- 1.4 **Debtor/s** means the legal entity, whether that be a company or individual who owes You an amount of money.
- 1.5 **Invoice** means a regular Invoice (we are not currently required to be registered for GST) rendered to You by Us for debt collection and/or credit management services for any Commission or other fees.
- 1.6 **Proposal** means the document titled “Proposal for Debt Collection Services” provided to you or perused by you at Our Website, for your consideration before engaging Our services.
- 1.7 **Services** means debt collection services and/or credit management services provided to You by Us. These Services may, *inter alia*, include the various methods of debt recovery steps shown to You in our Proposal and credit management advice and procedures as we recommend from time to time.
- 1.8 **Terms** means these Terms and Conditions.
- 1.9 **Website** means this URL location - <https://viccollect.com.au/>

### 2. Appointment as your Debt Collection and Credit Management Agent

- 2.1 You appoint Us to act as your agent and We agree to provide the Services to You in accordance with these Terms.
- 2.2 As your agent, for the purposes of carrying out the Services, You agree to allow Us to conduct all necessary communication methods with your Debtor as described in the Proposal.
- 2.3 This Agreement will remain valid from the date of the Service Agreement, until either party terminates the Agreement.
- 2.4 We reserve the right to alter and/or amend these Terms, which may be accepted or rejected by You and if rejected, then this Agreement will be at an end.
- 2.5 We may close any files You hold with Us should you fail to provide instructions within thirty (30) days of any such request for instructions.
- 2.6 We may close any files You hold with Us at any stage of the collection process at our discretion, unless a file extension fee has been approved by You, which will require Us to make at least 3 further debt recovery attempts on the Debtor as we see fit.
- 2.7 You agree to allow Us to provide your bank account details to Debtors for the purpose of payments being made directly to You.
- 2.8 You agree to allow Us to engage Lawyers at Our discretion to commence Court proceedings if so instructed by You.

### 3. Commission

- 3.1 In consideration for the Services, You agree to pay Us Commission for payments made to You by Debtors, whether partly or fully paid.
- 3.2 The Commission charged to You is calculated on the total Debt amount You initially submit to Us for collection, in accordance with the commission rate table provided to You in Our Proposal, or agreed in writing separately between You and Us.
- 3.3 Commission is also payable on any credit or offset given to a Debtor by You for any reason, and on the quantum value of the return of any stock or goods.
- 3.4 Regardless of what Services have been provided to You to recover a Debt, We are entitled to charge You commission pursuant to Clause 3.1 and 3.2.
- 3.5 You also agree to pay Us commission on any Debt previously paid to You, prior to engaging Our Services for that particular Debt.

- 3.6 Commission will be charge if You breach your obligations as set out in Clause 6.
- 3.7 Commission will be charged on the balance of the Debt amount, if You fail to provide Us with instructions within thirty (30) days of any such request for instructions.
- 3.8 If you reject a Debtor's payment proposal for any reason and then fail to take further debt recovery action, We reserve the right to charge Commission on the balance of the Debt owed.
- 3.9 Any price match commission rates agreed upon, shall be valid and charged for a six (6) month period only, after which, We will charge You the commission rates shown in Our Proposal in accordance with Clause 3.2.

#### 4. Payment Terms

- 4.1 Any Invoice rendered by Us to You is payable strictly within fourteen (14) days from the date of the Invoice.
- 4.2 You must inform Us with within seven (7) days from the date of any Invoice of any non-performance of the Services or error on any Invoice. A failure to do so will be considered an acceptance of the invoiced amount.

#### 5. Default

Should you fail to pay Us any invoiced amount with the terms specified in 4.1, then You agree that We may:-

- 5.1 Include any another Invoice/s owed by You which are not yet due to form one total outstanding amount.
- 5.2 Charge You interest at the rate set pursuant to the *Penalty Interest Rates Act 1983*.
- 5.3 Suspend all Services on any and/or all files You hold with Us until such time as payment is made.
- 5.4 Terminate this Agreement.
- 5.5 Commence legal action against You to recover all outstanding amounts, including any additional collection costs.

#### 6. Obligations

- 6.1 You will relinquish all communications with any Debtors under Our management for You.
- 6.2 You will cease forwarding any account Statements to Debtors.
- 6.3 You will direct all Debtor communications to Us, unless otherwise directed.
- 6.4 You will immediately inform Us of any payment/s made to You by any Debtor under Our management, whether it be full payment or a part payment.
- 6.5 You will immediately inform Us of any credit or offset You provide a Debtor or return of stock/goods a Debtor makes to You, together with the quantum to be credited to the Debtor account.
- 6.6 You agree not to negotiate any settlements directly with any Debtor under Our management without first consulting with Us.
- 6.7 You will immediately notify Us of any change to your contact details.

#### 7. Termination of this Agreement

- 7.1 Either party may terminate this Agreement by giving the other party notice in writing.
- 7.2 Upon termination of this Agreement You must immediately pay any outstanding Invoice/s pursuant to Clause 4 of this Agreement.
- 7.3 We will return any original or confidential information to You once Clause 7.2 of this Agreement has been attended to.

#### 8. Confidentiality

Both parties agree that the contents of this Agreement will remain confidential and will only disclose the details of this Agreement for the purposes of enforcing or exercising rights granted under this Agreement or to comply with any law or order of any Court or tribunal or other authority should the need arise.

## **9. Privacy**

- 9.1** Any personal information disclosed by You to Us will be subject to and handled in accordance with the provisions of the *Privacy Act 1988*.
- 9.2** To fulfil the Services, We may be required to disclose personal and sensitive information about Debtors to You. When doing so, You agree to use and handle this information in accordance with the provisions of the *Privacy Act 1988*.
- 9.3** Should you provide personal and sensitive information to Us about Debtors so we may provide the Services to You, You agree that you have complied with the provisions of the *Privacy Act 1988*.

## **10. Limitation of Liability**

- 10.1** We shall not be bound by any covenants, representations or warranties other than those specified in this Agreement.
- 10.2** Whether it be express or implied, You agree not to hold Us liable for any loss, damage or expense incurred from or by the Acts of Us, Our employees or agents whilst we act in accordance with these Terms.
- 10.3** To the extent that certain laws cannot be excluded, restricted or modified, these Terms must be read subject to any such laws. If such laws apply, then to the extent that We are entitled to do so, our liability shall be limited, at our discretion, to the supply of the Services to You or the payment of the cost of having the Services supplied.

## **11. Indemnity**

You will indemnify Us, Our employees and agents against any losses, damages, expenses and costs (on a full indemnity basis) that We or Our employees or agents may sustain or incur as a result, whether directly or indirectly, of:-

- 11.1** Any breach by You of this Agreement.
- 11.2** Any misleading, false or insufficient details being supplied by You.
- 11.3** Any negligence or wilful misconduct by You.
- 11.4** Any third party claim, except third party claims arising out of or relating to negligence or misconduct by Us, or a breach of this Agreement by Us.

## **12. Waiver**

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising a right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by You.

## **13. Severability**

Each of these terms and conditions are severable from each other and a severance of any of these terms and conditions will not affect any other term or condition.

## **14. Entire Agreement**

This Agreement constitutes the entire agreement between You and Us in connection with its subject matter and supersedes any and all previous agreements between You and Us in connection with its subject matter.

## **15. Applicable Law and Exclusive Jurisdiction**

Unless otherwise agreed in writing by Us, at Our sole selection, the Courts of any State or Territory in Australia will have exclusive jurisdiction in relation to all matters whatsoever concerning these Terms. You irrevocably waive any objection to the venue selected by Us in relation to any legal proceedings concerning these Terms. The laws of the State or Territory chosen by Us for any such legal proceedings, will govern these Terms.