

**PROPERTY AGENTS & MOTOR DEALERS ACT 2000**  
**APPOINTMENT OF A COMMERCIAL AGENT**  
PURSUANT TO SECTION 344 OF THE PROPERTY AGENTS AND MOTOR DEALERS ACT 2000 "PAMD"

**Terms of Agreement**

This agreement is made between Nexus Collections Pty Ltd ACN 101 666 746 a company duly incorporated in the state of Queensland (hereafter referred to as "the Agent") and the parties who details appear below (hereafter referred to the as "the Client")

**1. General Terms**

The Client herein acknowledges and agrees;

- (a) to appoint the Agent to act on its behalf as its authorised representative and agent in the recovery of certain monies owed to the client as instructed from time to time.
- (b) that all information provided to the Agent be it material or otherwise is completely true and correct to the best of its knowledge and;
- (c) that the client shall immediately advise that agent in writing should they become aware of any changes affecting the recovery of the monies owed in any way whatsoever.
- (d) to reimburse the agent for outlays incurred in the collection process subject to such costs having been notified to the Client before being incurred.
- (e) to immediately notify the Agent of any payment made by the debtor and where relevant any contact that it may have with the debtor during the course of the recovery process.
- (f) that jurisdiction in this agreement shall be in the state of Queensland.
- (g) that this agreement remains legally binding upon the parties if its is accepted in any form including but not limited too electronic acknowledgement via the internet, email, facsimile, or any other written form of acceptance.
- (h) that in the event that it has added any fees relating to the recovery of the debt to the amount owed in any form whatsoever that it is duly authorised to do so under a separate prior agreement in writing with the debtor.

**2. Payment Terms & Customer Obligations**

The Client acknowledges and agrees:

- (a) that it will pay commission to the Agent based upon the scale detailed in the "Fee Schedule" and it will do so within the agreed terms where the debtor and/or any of its representatives pays monies to the either the Client or the Agent or a representative of either party.
- (b) the Agents full commission becomes immediately due and payable if the Client enters separately in to any form of settlement arrangement with the debtor whether it be for an immediate settlement of settlement over an extended period.
- (c) the Agent may charge commission on any credits raised by the client in reduction of the amount outstanding from the debtor.
- (d) the Agent will issue statements and/or invoices to the client from time to time and the Client will adhere strictly to the Seven day payment terms.
- (e) that the Agent may withhold settlement of funds received on its behalf should the Agents invoice remain unpaid beyond the stated terms.
- (f) the Agent may deduct or offset any monies owed to it by the client from any monies held on the Clients behalf.
- (g) the client acknowledges that all accounts placed with the Agent at the time of termination shall remain under the control of the Agent until such time as the debts are paid in full or all commission owing to the Agent has been paid by the client.

**3. Fee Schedule**

The customer acknowledges that unless a variation is agreed between the parties in writing the following schedule of fees shall apply. The fee is calculated based upon the total amount of the debt recovered by the Agent. Fees may be varied by notice to the client in writing detailing such variation and providing 30 days notice of such variation.

<b>Debt Value</b>	<b>Fee (Ex GST)</b>
< \$200	50% (Min Fee \$50.00)
\$201 - \$500	30%
\$501 - \$1000	20%
\$1001 - \$7500	15%
\$7501 - \$50,000	10%
\$50,001 - \$100,000	7.50%
> \$100,000	5.00%

\* A minimum fee of \$50.00 applies to all collection requests. This fee is only charged on successful recovery of part or all of the debt.

\*\* A minimum fee of \$10.00 is deducted for each individual payment paid from our trust account.

**4. Term of Appointment**

- This appointment is a single appointment for a particular service which will end once the service has been completed unless this appointment is terminated earlier under the terms of this Appointment
- This appointment is a continuing appointment for a number of services over a period which will end 30 days after either of the parties gives notice in writing of their intention to terminate the appointment, or on ...../...../..... (enter a date not more than 3 years from today).

- (a) either party may terminate the agreement for any reason whatsoever provided they give the other party thirty (30) days written notice to the parties registered office or place of business and;
- (b) this continuing appointment allows the client to use the services of other commercial agents and is non exclusive in that regard.
- (c) the terms of this Agreement may be varied by the Agent giving the client 30 days notice in writing and the Client may elect to immediately terminate this Agreement should they disagree with the notified changes. All conditions to which the client was bound prior to the notified changes shall remain in force as if no change were made.

**5. Indemnities**

The client indemnifies the Agent in respect of all demands, claims, actions, proceedings, suits or court rulings brought against the Agent, whether in law or equity, with respect to any clause of this agreement or where information provided to the Agent was inaccurate or unlawful. If any clause or part clause of this agreement is deemed invalid or unlawful then the balance of the agreement shall still be deemed to be lawful and to hold full effect.

**6. Service to be Provided**

The Client appoints the agent to perform the following services:

- (a) Collect overdue debts as assigned by the client by way or written or oral communication, field call or legal action if considered necessary.
- (b) Provide credit and debtor management service, credit and risk analysis services in the name of the customer as the appointed credit manager including conducting VEDA checks and listing payment defaults on behalf of the customer.
- (c) To locate, repossess and/or secure any goods or chattels that the client is entitled to repossess under the terms of an agreement.
- (d) To serve and/or attend to any Writ, Claim, Summons, Application, Notice, Court Attendance (as Agent) or enforcement hearing as requested by the client.

**Acceptance**

By executing this agreement I declare that I am authorised to do so and that I have read and accept all of the terms and conditions contained in this agreement. I further confirm that I have had the opportunity to seek legal advice before signing the agreement.

Company/Business name:

ABN or ACN:

Postal address:

Street address:

Contact name:

Telephone:  Facsimile:

Mobile:  Email:

**Executed for and on behalf of the Client by :**

Name: ..... Signature: .....

Position: ..... Dated:     /     /

Office Use Only

**Accepted for and on behalf of the Agent by:**

Name: ..... Signature: .....

Position: ..... Dated:     /     /