



**CHALLENGE
COMMERCIAL
COLLECTIONS**
Licensed Commercial Agents

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CLIENT AGREEMENT

This agreement, dated the _____ day of _____ 2020 is between
Challenge Commercial Collections Pty Ltd and:

CLIENT BUSINESS/COMPANY NAME: _____

ABN: _____

POSTAL ADDRESS: _____

TELEPHONE: _____ FAX: _____

MOBILE CONTACT: _____

E-MAIL: _____

AUTHORISED REPRESENTATIVE: _____

ACCOUNTS PERSON: _____

INDUSTRY: _____

REGISTERED OFFICE: _____

(Hereinafter referred to as "the client) and Challenge Commercial Collections ACN 131 434 118 ("CCC")

TERMS AND CONDITIONS

1. The client hereby appoints CCC as its agent for the purposes of collection of debts owing to the client and the provision of the services related to this function.
2. In the operation of this agreement, the client will instruct CCC to follow up or issue demands or cause Legal action to be issued on its behalf at the agreed scale of commission (set out herein) and to pay all attendance and out of pocket expenses including Legal charges and disbursements except where specifically excluded. All fees quoted upfront shall always be due and is not conditional on the results of any debt collection process. The client also authorises CCC to bank third party cheques to its trust account.
3. All accounts referred to CCC that are subsequently withdrawn, settled with the debtor directly or otherwise finalized (including by the return of goods or merchandise for credit) are subject to CCC's costs, commissions and other fees which are applicable at that time.
Where goods are returned or credited: Commission shall apply as if debt were paid in full.
Where Contra arrangements exist: Commission shall apply as if debt were paid in full
Where a Credit is raised for part of the debt: Commission will apply for the value of the credit.
Where a payment has been received from a Third Party insurance Company: Commission will apply as if the debt were paid in full.
Where you as the client contacts the debtor once the file has been placed with CCC and you have picked up goods or payment on the account: Commission will apply as if the debt were paid in full.
4. Where an agreement is accepted by the client to have any account settled by way of ongoing instalments from the debtor, each and every such ongoing instalment will be subject to commissions (at the relevant rate) as outlined in this agreement.

5. The client authorises CCC to engage a solicitor (on behalf of the client) of CCC's choice to take legal proceedings as may be necessary to effect recover of claims and the client agrees it will (and hereby undertakes to) pay those costs. A current Scale of Professional Costs is set out on the rear of this agreement. CCC shall never commence legal action against a debtor without approval, such approval may be verbal.
6. The client authorises CCC to receive all monies collected on its behalf and to hold the same in trust for the client, subject always to the right of CCC to deduct any and all monies that may otherwise be due by the client to CCC when such due amounts are outside CCC's usual trading terms.
7. CCC reserves the right to at any time increase its charges. With the exception of Court fees and Solicitor's costs, notice of any variation to charges must be forwarded to the client no less than 30 days prior to the change.
8. The total amount of monies contained within the statement/invoice and shown as being due and payable shall be due and payable to the company by the client within seven (7) days after the close of trading for the period in which the statement applies. Any monies remaining outstanding seven (7) days after the end of the current period will be considered a breach of CCC's terms of trade and shall incur interest of no less than 11% p.a. calculated on a daily basis until such time as the total due and payable together with all accrued interest remains unpaid. In the event of the client defaulting in payment to the company, the company reserves the right to deduct any amounts including interest owing by the client from the funds collected.
9. The rates of commission and/or charges set out within this agreement are based on the client's advice regarding the age and number of debts it expects to refer to CCC during the currency of this agreement as set out in the following table.
10. This agreement and the rates of commission and/or costs set out herein shall be revised by CCC and the Client at 90 days from inception and at least annually thereafter

COMMISSION CHARGED BY CCC

COMMISSION RATE	20.00% plus GST 50.00% plus GST for debts under \$150.00
CREDIT CARD PAYMENTS	1.50% Surcharge if processed by CCC

CLIENT BANK DETAILS: (Trust payments will be paid by EFT at month end)

ACCOUNT NAME: _____

BANK: _____

BRANCH: _____

BSB: _____

ACCOUNT NUMBER: _____

LEGAL & OTHER COSTS CHARGED BY CCC
NOTE - WE WILL NOT ISSUE LEGAL PROCEEDINGS
WITHOUT PROVIDING A WRITTEN QUOTE.
THE WRITTEN QUOTE MUST BE SIGNED
BY YOUR AUTHORISED REPRESENTATIVE
BEFORE CHARGES ARE APPLIED TO YOUR ACCOUNT.

DEMAND LETTERS	FREE
STD PHONE CALLS	FREE
INTERNATIONAL PHONE CALLS	AS PER TELSTRA CALL RATES
BUSINESS NAME SEARCH	\$55.00 + GST
COMPANY SEARCH	\$55.00 + GST

ATTEMPTED SEARCH	\$25.00 + GST (Estimated Cost)
HANDLING FEES ON LEGAL DOCUMENTS	\$80.00 + GST
COURT FILING FEES	AS PER COURT SCALE
PROFESSIONAL COSTS	AS PER COURT SCALE
PROCESS SERVING	\$95.00 + GST (Estimated Cost)
PROCESS SERVING	\$95.00 + GST (Estimated Cost)
FIELD CALLS	\$85.00 - \$95.00 + GST
SKIP TRACING	\$15.00 - \$400.00 + GST

QUEENSLAND MAGISTRATES COURT SCALE OF PROFESSIONAL COSTS

Please note this is the scale of professional costs only (set annually by the court) to issue Legal Action in the Queensland Magistrates Court. A fully itemized quote is sent to you prior to commencement of legal action to outlay other legal costs such as (but not limited to):

- Search Fees
- Handling Fees
- Court Filing Fees
- Service Fees
- Bailiff Fees
- Hearing Fees

Solicitors Costs Defended Matters

The costs to defend a matter varies and these costs will be discussed with you prior to our solicitors responding to any Defence filed.

Solicitors fees	\$0 to \$2500.00	\$2501.00 to \$5000.00	\$5001.00 to \$2,000.00	\$20,000 to \$50,000.00	Over \$50,000.00
CLAIM	380.70	719.10	1125.00	1249.00	1422.00
DEFAULT JUDGMENT	100.50	167.60	254.10	279.00	373.90
ENFORCEMENT WARRANT	80.60	167.60	254.10	307.10	373.90
ENFORCEMENT HEARING	230.00	319.10	502.80	626.20	626.60

I confirm I am authorised to enter into this agreement on behalf of the client and that I have read the within terms and conditions and accept them unconditionally.

Please sign here

Date: _____

Client Signature: _____

Full Name & Position of Person Signing: _____

Challenge Collections: _____
Signed and accepted for and on behalf of Challenge Commercial Collections

Date: _____

We appreciate your business and look forward to providing you with a service you will be talking about for all the right reasons.

Yours Sincerley,

Angela Eriksen
Manager

