

SERVICE AGREEMENT

Client Details

Company Name/Registered Business Name		ABN No. Business Registration Number No.	
OR Name of Individual Person/s	Title	First name/s	Surname
Postal Address			Postcode
Business Address			Postcode
Registered Address			Postcode
NAME OF CONTACT PERSON WITHIN YOUR COMPANY			
Title		Name	Surname
Telephone Number ()	Fax Number ()	Email Address	
REGULAR PROGRESS REPORT REQUEST			
Please report progress to me by: <input type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Email <input type="checkbox"/> Telephone			

I/We, the undersigned, ("the Client") hereby appoints and authorises Target Collections Pty Ltd ("Target Collections") to collect past-due accounts due to the Client as may be referred to it from time to time ("the debts") for the commission set out in the Schedule and on the Terms and Conditions hereafter specified until this Agreement is terminated by giving 30 days notice in writing.

Terms and Conditions of Appointment

- The Client authorises Target Collections to take such action as may be specified by the Client in a Collection Action Form or, if not so specified, as Target Collections shall reasonably determine to effect collection of the debts.
- Subject to clause 1 here of the Client authorises Target Collections to instruct solicitors on behalf of the Client to initiate and proceed with all legal steps necessary to recover the debts.
- The Client authorises Target Collections to enter into any repayment arrangement in relation to the debts which Target Collections and its duly authorised agents consider reasonable.
- The Client agrees to indemnify and to hold Target Collections, its employees, consultants, solicitors and agents harmless against all loss, damage, cost and expense howsoever arising from the acts or omissions of Target Collections, its staff, agents or solicitors.
- Target Collections reserves the right to refuse to accept or continue handling debt recovery instructions referred to it by the Client.
- When debts are handled after the expiration or termination of this Agreement, these terms and conditions shall continue to apply, excepting for all fees and charges which at Target Collections' discretion may be charged at the prevailing rates of commission charged by Target Collections to its clients from time to time and shall be payable by the Client to Target Collections on demand.
- Target Collections or its agents/solicitors are authorised to receive, endorse and deposit monies recovered into Target Collections' trust account.
- The Client shall immediately advise Target Collections when direct negotiations or arrangements are made with debtors or when payments are received.
- The Client agrees that out of any monies collected, Target Collections shall be entitled to first priority in respect of all commissions, incurred in the conduct of any action on behalf of the Client, and that all such monies may be deducted by Target Collections from any sum recovered or held by Target Collections on behalf of the Client. The Client further agrees that monies collected or held by Target Collections in respect to one collection may be applied or utilised by Target Collections to pay or reimburse all costs (as described above) incurred in respect to any other account owed by the Client to Target Collection.
- Any and all payments made to Target Collections or directly to the Client by a debtor, from the date Target Collections is given instructions to collect, are subject to the payment of commission at the rate agreed upon with Target Collections or failing such agreement at Target Collections' prevailing standard rates of commission charged to its clients from time to time.
- Accounts withdrawn, settled or compromised with a debtor shall be deemed to have been recovered and therefore are subject to commission calculated on the full value of the account placed with Target Collections for collection unless otherwise agreed. Further, where an account is settled by the debtor providing merchandise in satisfaction of the debt, the commission shall also be calculated on the full value of the account.
- Commission shall be invoiced at the agreed rate for all amounts recovered or paid by the debtor and shall become due and payable within 7 days from the date of the invoice regardless of whether the sum is paid direct to the Client, Target Collections or to its duly authorised agent.
- Target Collections shall be entitled to exercise a lien over all of the files and records of the Client in order to secure payment of any monies owed by the Client to Target Collections under these Terms and Conditions.
- These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Victoria and in the event of a dispute the parties agree to submit to the non-exclusive jurisdictions of the laws of that State.

Schedule of Commission: **15% of monies collected**

SIGNED for and on behalf of Target Collections: _____
Signature: _____
Title: _____
Date: ____ / ____ / ____

SIGNED for and on behalf of the Client: _____
Signature: _____
Title: _____
Date: ____ / ____ / ____

TARGET COLLECTIONS PTY LTD. Ensuring cash flow for your business.

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