

AUTHORITY TO ACT & DEBT SUBMISSION FORM

Agreement to Appoint a Commercial Agent

This document is pursuant to section 23 of the Debt Collectors (Field Agents and Collection Agents) Regulation 2014.

Details of the Client (party owed the money)

Business Name	
ABN/ACN	
Contact Person Name	
Position Held	
Phone Number	
Email	
Address	

Details of the Debt

Amount Owed	
Due Date	
Debtor Business Name	
Debtor Contact Name	
Debtor's Phone	
Debtor's Email	
Address and Other Information Incl. ACN/ABN if Applicable	

Background

- a) The Client wishes to engage Henley Recoveries Group to recover the nominated debts owed to the Client.
- b) The Client agrees that they are engaging Henley Recoveries Group exclusively and that no other debt collectors have been given a similar authority to act in regard to the nominated debts.
- c) Henley Recoveries Group agrees to provide ongoing debt collection services to the Client, relating to the nominated debt.
- d) The Client agrees to send a formal written request should they wish to discontinue the services of Henley Recoveries Group and agrees to give a minimum period of fourteen (14) days notice provided payments are not being received at regular intervals from the debtor.

The following are agreed upon by both parties**1. Authority and Appointment**

- 1.1. The Client hereby officially authorises and appoints Henley Recoveries Group to exclusively recover nominated debts that are owed to the Client by its debtors from time to time, on the terms contained in this agreement (Appointment).
- 1.2. Henley Recoveries Group accepts the Appointment and agrees to provide debt collection services on the terms contained in this agreement.
- 1.3. The Appointment:
 - a) is a continuing appointment as provided for in section 23(2) of the Debt Collectors (Field Agents and Collection Agents) Regulation 2014.
 - b) commences on the date the Client provides a signed and completed copy of this agreement to Henley Recoveries Group; and may be revoked by either party on giving thirty (30) days' written notice.

2. Instructions for Collection

- 2.1. The Client must provide Henley Recoveries Group with all documents and information that are reasonably required for the purpose of collecting the nominated debt. Examples of this may include, but are not limited to: tax invoices, statements, debtor contact details, director's guarantees, contracts, etc.
- 2.2. The Client warrants that all of the information and documents provided by themselves or a representative of their party to Henley Recoveries Group concerning the debtor and the debt are true and correct.
- 2.3. The Client can provide these documents to Henley Recoveries Group either electronically via email, through a postal service, or in person, by delivering them to the Henley Recoveries Group office.

3. Performance of Collection Service

- 3.1. Henley Recoveries Group may use its discretion to undertake any or all of the following actions, without limitation, to recover debts nominated by the Client, pursuant to clause 2 in this agreement:
 - a) locate debtors (ie. through the use of skip tracing);
 - b) make written demands (via email, letter, SMS, or other forms of electronic messaging);
 - c) make telephone demands;
 - d) negotiate with the debtor;
 - e) enter into payment arrangements;
 - f) instruct field calls; or
 - g) make contact and lodgements on behalf of the Client to the relevant state tribunal body, including:
 - i) Queensland Civil and Administrative Tribunal (QCAT)
 - ii) New South Wales Civil and Administrative Tribunal (NCAT)
 - iii) Victorian Civil and Administrative Tribunal (VCAT)
 - iv) South Australian Civil and Administrative Tribunal (SACAT)
 - v) Northern Territory Civil and Administrative Tribunal (NTCAT)
 - vi) State Administrative Tribunal in Western Australia (SAT)
 - vii) Australian Capital Territory Civil and Administrative Tribunal (ACAT)
 - viii) Tasmanian Civil & Administrative Tribunal (TASCAT)
 - h) make contact and lodgements on behalf of the Client to other parties, as deemed necessary by Henley Recoveries Group. Such parties include, but not limited to: the Queensland Building and Construction Commission and other state-specific organisations and commissions;
- 3.2. In regard to clause 3.1, Henley Recoveries Group will not proceed with field calls or legal action, without prior discussion with and subsequent authorisation provided by the Client. Authorisation may be given verbally, or by written authority.

4. Henley Recoveries Group Fees

- 4.1. The Client agrees to pay Henley Recoveries Group commission from the money collected by Henley Recoveries Group for each nominated debtor account, calculated as a commission, on the following basis:

Total amount of debt (inclusive of GST) Commission fees:

 - ix) \$0 up to \$999 - 33% of total amount collected
 - x) \$1,000 up to \$5,999 - 23% of total amount collected
 - xi) \$6,000 up to \$9,999 - 18% of total amount collected
 - xii) \$10,000 and over - 14% of total amount collected
- 4.2. Disbursements (such as, but not limited to: search costs and tribunal fees) may also be incurred, and the Client agrees to pay those amounts. The Client agrees that payment of such amounts is applicable in any circumstance, regardless of whether or not commission is payable.
- 4.3. Henley Recoveries Group will issue the Client with a tax invoice, inclusive of commission fees and disbursements payable, for each nominated debtor account. GST is payable on the commission fees and all subsequent applicable incurred disbursements.
- 4.4. In regard to clause 4.2, Henley Recoveries Group agrees to seek approval prior to incurring any additional costs. Approval may be given either verbally or by written consent.

5. Payment to Client

- 5.1. The Client agrees that if it receives payment directly from a debtor that has been given to Henley Recoveries Group to pursue, the Client will do the following within one (1) business day:
 - a) notify Henley Recoveries Group of the amount of funds received from the Debtor and;
 - b) transfer payment of the total invoice amount, as issued by Henley Recoveries Group in accordance with clause 4.1 within this agreement.
 - c) advise Henley Recoveries Group if payment was paid prior to engagement wherein the Client will be entitled to a 50% discount based on ethical grounds.
- 5.2. Henley Recoveries Group will pay the Client's Money by Electronic Funds Transfer to the Client's nominated bank account, within seven (7) business days of receiving the cleared funds from the relevant debtor in relation to the nominated debt.
- 5.3. The Client understands it must provide written confirmation of its bank details for the payment of the Client's money.
- 5.4. Henley Recoveries Group will pay to the Client money that is collected from the appropriate debtor and subsequently has been paid into the Henley Recoveries Group trust bank account. The amount is pursuant to an invoice issued, as per the commission rates outlined in clause 4.1 of this agreement.
- 5.5. The Client agrees that once a debt has been nominated and submitted to Henley Recoveries Group for collection, any subsequent payment received from the debtor, will be subject to commission. The Client agrees to pay this amount in accordance with clause 4.1 of this agreement.
- 5.6. The Client authorises Henley Recoveries Group to deduct applicable commission rates and inclusive in them the GST amounts, from the Client's money paid into the Henley Recoveries Group Trust bank account by the relevant debtor.

6. Terms of Trade

- 6.1. The Client agrees to the Henley Recoveries Group terms of trade being strictly 'payable on invoice.'
- 6.2. The Client hereby gives authorisation to Henley Recoveries Group to settle any outstanding invoices relating to the Client. Such settlement will be done by deducting the total invoiced amounts from debtor monies that have been collected on the Client's behalf and further held in the Henley Recoveries Group trust bank account. This is subject to the fact that sufficient debtor monies are available to pay the overdue invoice in full.
- 6.3. The Client agrees that if they do not pay an invoice issued by Henley Recoveries Group within the terms, they will be liable for the following:
 - a) Recovery fees (as per clause 4.1)
 - b) Legal fees
 - c) Admin fees (\$35.00)
 - d) Interest (10% p.a compounded monthly)

7. Privacy

- 7.1. Henley Recoveries Group is bound by the Privacy Act 1988, including the Australian Privacy Principles.

The Client hereby:

Confirms that the person who is named and has their signature on this form is the nominee signing on behalf of their organisation and has the appropriate level of authorisation to represent their party in this manner.

Acknowledges and understands the full terms and conditions of this agreement.

Agrees that it has been afforded the opportunity to obtain relevant independent professional advice and/or representation before entering into this agreement.

Signature: _____

Date: _____

Name of Person Signing: _____

Position of Person Signing: _____

On Behalf Of: _____