



**APPOINTMENT OF A COLLECTION AGENT (NEW CLIENT)**

Company Name			
Trading Name			
Physical Address			
Postal Address (as above if not different)			
ABN or ACN		Contact Name	
Phone Numbers	Mobile:	W:	H:
Email Address/es			
Bank Account Details <b>(any money collected and/or refunds will be banked into this account) If debt is to pay you direct we will quote this account unless advised by you</b>	<b>Bank Name and Branch</b>	<b>BSB:</b>	<b>Account Number:</b>
Terms your are after (circle one)	<b>7 Days</b>	<b>14 Days</b>	
Contact Person 1		Contact Person 2	
Name		Name	
Phone:		Phone:	
Email:		Email:	
<p><b>I the undersigned confirm that I am an authorised representative for the applicant an appoint Emma Louise Banks Trading As Ozwide Collections ABN 47429303578 to act as our licensed commercial agent. This appointment is a continuing appointment and shall cover future work that the applicant may wish to refer to Ozwide Collections. I authorise Ozwide Collections to collect any account/s on the applicants behalf and further allow Ozwide Collections to instruct solicitors where legal action is required ( a separate authority is always obtained before legal action is commenced as costs are involved with this process)</b></p> <p>The applicant also agrees that Ozwide Collections may deduct monies held in the Ozwide Collections Trust Account on behalf of the applicant/s including any commission and/or legal costs or outstanding invoices.</p>			
Signed:		Position Held	
Print Name		Email	
Dated			



<b>Commission Fee Schedule</b>		
<b><u>Debt Amount</u></b>		<b><u>Commission</u></b>
\$0 - \$5,000		20%
\$5,001 - \$10,000		15%
\$10,001 - \$50,000		10%
\$50,001 - \$100,000		7.5%
Over \$100,001		5%

**Online Access**

Online access allows you to lodge debts online instead of completing manual forms, it allows you to add notes if the debtor pays you, contacts you, or you have a specific note you wish to pass to your Account Manager.

**Online First Letters of Demand - DIY**

You can also have access to send your own first demand letter online using our letterhead, these letters attract NO COMMISSION, and are send by your office. The fees for this service are \$11.00 per letter.

Please answer the following:

Can we send SMS messages to your clients if they have a mobile phone?

YES	NO
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Do you want all funds collected by us to be placed into the trust account?

YES	NO
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If no, please be advised we will use the bank details on the front of this form for the debtor to make payment to you, unless advised in writing otherwise.



**LEGAL ACTION FEES** – some of these fees are required to be paid prior to issuing the Claim or Minor Debt Claim with the Court as out of pocket expenses are incurred. We will prepare the legal action and then issue an invoice that will need to be paid before its lodged with the Courts.

**TRUST ACCOUNT AUTHORITY**

I, hereby authorise and direct Ozwide Collections to:

- I. Charge your professional fees calculated on a time costing basis or in accordance with the prevailing scale of fees appropriate for the type of work assigned to you;
- II. Pay to your General Account from your Trust Account such professional costs as may be payable by me/us;
- III. Deal with my/our monies held in trust and to reimburse outlays and disbursements incurred by you on my/our behalf from time to time from monies held in trust;
- IV. Transfer my/our trust funds between files as required by you from time to time;
- V. Send out interim accounts for my/our payment.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 18

.....  
Signature

.....  
Full Name

**DIRECTORS – MUST BE SIGNED IF YOU ARE A PTY LTD COMPANY**

The above listed directors hereby GUARANTEE (jointly and severally in the case of more than one Guarantor) the due and punctual payment of all monies which may now or in the future be or become due and payable to Emma Louise Banks T/as Ozwide Collections by the Applicant under the agreed trading terms AND I/WE FURTHER DECLARE THAT:

1. this Guarantee shall be a continuing guarantee and shall remain in full force and effect and the Guarantor shall remain liable hereunder notwithstanding the granting by Ozwide Collections of time, credit or any other indulgence or concession to the Applicant or to the Guarantor or the waiver by Ozwide Collections of any breach by the Applicant of its obligations to Ozwide Collections or the liquidation of the Applicant or the bankruptcy or death of the Guarantor or the liability of the Applicant ceasing or becoming extinguished for any reason.

2. I/WE will make due and punctual payments to Ozwide Collections upon demand being made by notice or letter given to the Guarantor and such demand or notice or letter shall be deemed to be duly made or given if the same shall be in writing and left at or sent by pre-paid post to the address of the Guarantor as set out above. the Guarantor shall pay all costs, fees, charges and expenses including legal costs on a solicitor and own client basis incurred by Ozwide Collections of and incidental to this Guarantee or any matter arising out of or incidental to this Guarantee or the performance or failure to perform by the Guarantor of the covenants herein contained.

I/We understand the nature and effect of the within Guarantee and I/We have had the opportunity of obtaining independent legal advice before signing this Guarantee.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

<b>Guarantor Full Name</b>	
<b>Guarantor Date of Birth</b>	
<b>Guarantor Home Address</b>	
<b>Guarantor Signature</b>	
Office Use ONLY - Witnessed	
Office Use ONLY - Date Received	