

Score DM Pty Ltd t/as Score Debt Management

Terms and Conditions (Eff 1st August 2011)

1. The client engages SDM to act on their behalf in relation to debt recovery or related matters as requested.
2. The client authorises SDM to engage its solicitors or agents as necessary and agrees to use those representatives
3. This agreement shall remain valid until either party provides 30 days written notice by registered mail to the other party at their business address or registered office. The agreement shall terminate 120 days from receipt of the advice.
4. The client agrees that the rate selected shall apply to all debts placed with SDM. The client agrees that payment of the Annual Subscription (where applicable), Handling (Rate) fees and Ancillary Fees shall always be due and is not conditional on the results of any debt collection process or the addition of our fees to the debt.
5. The client agrees to pay for annual renewals of any annual subscription (if applicable) unless it has exercised clause 3.
6. The client warrants that all information it provides to SDM is totally accurate, true and lawful.
7. The client confirms that where they instruct SDM to collect the fees and charges of a collection matter that the client holds a signed written agreement with the debtor authorising this action.
8. If clause 3 is executed or the client otherwise withdraws a file then the following shall apply;
 - a. SDM and its solicitors or agents shall immediately cease action on all debts including any legal action
 - b. The client must inform all debtors that they must redirect any payments or instalments to them
 - c. There shall be no refund of any fees including subscriptions
 - d. All files shall remain the property of SDM until all SDM Invoices have been fully paid
 - e. Commission will still apply on all payments by the debtor as per clause 10 below.
9. The client must always advise SDM immediately of any contact with or payment from a debtor or their representatives.
10. Commission will apply in all of the following circumstances from the time SDM creates a debt on its systems;
 - a. On all payments received by SDM, its agents, solicitors or representatives at any time (this shall include debts where clause 3 has been executed and/or any other debts that may have been otherwise withdrawn)
 - b. On all payments received by the client, its agents, solicitors, representatives or insurers during the term of this agreement and for 120 days after the withdrawal of any file (including when clause 3 is executed by the client).
 - c. On any withdrawal of a debt by the client where legal action exists, or where the debtor has entered into a repayment arrangement by instalments, or promised payment to either SDM or the client (even if the promised payments have not been received). Commission shall apply immediately as if the debt were paid in full.
 - d. Where goods are returned or contra arrangements are made. Commission applies as if the debt were paid in full.
 - e. Where the client raises a credit against the debt or advises it was paid before placement or on the day of placement with SDM. Commission will apply on the value of the credit or payment.
 - f. Where a client withdraws a file claiming it should never have been placed with SDM. Commission shall apply on the full sum of the debt but at the discretion of SDM.
11. Minimum commission amounts outlined in the proposal are applied to the value of each payment received.
12. A minimum commission of 15% applies to all debts in Northern Territory or Tasmania but only where legal action has been issued in those states at the instigation of SDM. Normal commission otherwise applies.
13. SDM shall continue all collection efforts without referral to the client except for any action that requires the payment of a fee (save for commission, joining fee, handling fees, age fees, subscriptions, letter or telephone fees, on-line location fees or new address fees – these fees may be billed to the client without referral to the them).
14. SDM shall never commence legal action against a debtor without client approval, such approval may be verbal.
15. SDM shall always have the right to close any file for any reason at any time without notice to the client.
16. SDM shall always retain the right to contact any client's debtor at any time; even after file closure or withdrawal.
17. SDM statements to clients must be paid within 14 days. An administration fee shall apply on all overdue accounts. The fee shall equate to an interest calculation under the Penalty Interest Rates Act 1983 or \$20.00 whichever is the greater.
18. Any overseas client must remit payment to SDM in Australian Dollars in full. Any shortfall due to currency fluctuations and / or any bank fees incurred by SDM shall be the responsibility of the client.
19. SDM, its agents or solicitors shall have the right without notice to the client to cease action (including legal action) and/or close files if SDM's statement of account is overdue. File reinstatement shall be solely at the discretion of SDM.
20. SDM shall have the right to deduct any money owed to it by the client from any money it holds on behalf of the client. This clause may be overturned with the permission of SDM but will unconditionally apply if the clients account is overdue.
21. SDM shall have the right to increase annually its handling (rate) fees, subscriptions and other charges (except for commission) by the National CPI rate. SDM shall have the right to increase its fees at any time where there has been an increase in the 'out-of-pocket' fees by an SDM supplier. All fee increases may be rounded up to the nearest \$1.00.
22. SDM shall have the right to request pre-payment of any fees or legal costs at any time for any reason.

23. Jurisdiction for this agreement shall always be in the State of Victoria Australia.
24. The client agrees that receipt of this agreement by SDM by internet application, or internet acceptance tick, or by facsimile or by email shall at all times constitute a legally binding agreement on it and any court or tribunal.
25. The client confirms that SDM will not provide copies of demand letters used in the collection process
26. An owner or director of the client or any other person who signs and enters into this agreement shall be liable jointly and severally with the client for payment of all money due to SDM, its agents or solicitors.
27. SDM will have the right to bank funds it receives from debtors into its "Score Client Funds" account and may instruct all debtors to directly pay into that account or to SDM by any other means.
28. The client provides SDM with an on-going and irrevocable authority to endorse payments SDM receives that are made payable to the client, so that SDM may then deposit those funds into the SDM account nominated in the clause above.
29. The client and its owners or directors indemnify SDM in respect of any and all demands, claims, actions, proceedings, suits or court rulings brought against SDM, whether in law or equity, with respect to this agreement.
30. If any clause or part clause of this agreement is deemed invalid or unlawful the balance of the agreement shall still be deemed as lawful and to hold full effect.
31. The client gives authority for SDM to undertake credit inquiries on it with any credit reporting agencies and to obtain or provide personal and company information to or from other credit providers.
32. The client agrees that they will be responsible for all collection costs, including commission fees, relating to the collection of any overdue account owed by the client to SDM.
33. The client agrees that if any part of a debt owed to SDM is overdue then all of its debt will be deemed as overdue.
34. The FN facility, 'no addition of fees' & the guideline rate will automatically be applied if no selection is provided below by the client when entering into this agreement with SDM.