



www.macquariegroup.com.au

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NSW
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p: 02 4721 2100 f: 02 4721 2699

AUTHORITY

COMPANY OR PROPRIETORS NAME: _____

TRADING NAME: _____
(herein after called 'the Client')

ACN: _____

TRADING ADDRESS: _____

POSTAL ADDRESS: _____

REGISTERED OFFICE OR PRINCIPAL PLACE OF BUSINESS: _____

NATURE OF BUSINESS: _____

TELEPHONE: _____ FAX No: _____

CONTACT: _____

COMMISSION RATE: _____ YEARLY PREMIUM: _____

The client appoints MACQUARIE COLLECTIONS PTY. LIMITED ACN 050 047 339 and MACQUARIE COLLECTIONS (VIC) PTY. LIMITED ACN 053 335 112 (hereinafter called "Macquarie") as its agent and authorises Macquarie to collect accounts and where legal action is required, to provide instructions to Macquarie's solicitors on behalf of the Client; subject to the terms and conditions contained on the back hereof.

The Client directs Macquarie to instruct any solicitor/s Macquarie may engage on the Client's behalf to render their accounts in the name of Macquarie and the Client undertakes to reimburse Macquarie for any and all legal costs and disbursements paid by Macquarie for and on the Client's behalf.

SPECIAL CONDITIONS:

I/We acknowledge that I/we have perused the terms and conditions contained on the back hereof and agree to be bound by the same.

Signed: _____

Position: _____ Date: _____

TERMS AND CONDITIONS

1. No commission shall be payable prior to the date instructions are received from the Client to commence recovery action.
2. Upon receipt of instructions to commence legal action;
 - a) All costs and disbursements incurred up to the time instructions are received to discontinue any proceedings, are payable by the Client; and
 - b) Commission is payable on the debt in the following circumstances:-
 - i. The debt is paid to Macquarie or its solicitors.
 - ii. The debt is paid to the client.
 - iii. The debt is settled by way of credit being passed or contra.
 - iv. The client withdraws the account.
3. Macquarie shall not bank in its Trust Account any payments received from the Debtor, and shall forward immediately to the Client such payments, except under the following circumstances:-
 - a) Macquarie or its solicitors endorse a cheque in favour of the client and the client's bank will not accept the cheque. Macquarie will clear the cheque and forward proceeds to the client.
 - b) The payment received from the debtor in respect to winding up or bankruptcy proceedings, includes costs subsidised by Macquarie. Macquarie will clear the cheque and forward proceeds to the client – less the subsidised costs.
 - c) The client's account with Macquarie is overdue and no settlement arrangements have been made. Macquarie will clear the cheque and offset any overdue account and forward the balance (if any) to the client.
4. The Client authorises Macquarie, at Macquarie's discretion, to instruct its solicitors to endorse any cheque received by its Solicitors, from a Debtor, to the Client subject to any requirements of any Statute or Regulation thereunder.
5. The Client agrees to pay Macquarie's fees and charges as set forth in the current schedule of fees and charges. The schedule of fees and charges is subject to change without notice.
6. Where it is permissible to claim interest in any proceedings, Macquarie shall instruct its solicitors to claim such interest, and in the event that interest is recovered from the Debtor, then, instead of a charge for calculation of the interest, Macquarie shall accept one half of the pre-judgement interest recovered.
7. The Client shall pay within 30 days of the date of Macquarie's monthly statement all charges contained in the said statement.
8. Macquarie shall provide to the Client a monthly Status Report on all current matters on a date mutually agreed upon between Macquarie and the Client.