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APPOINTMENT OF A COMMERCIAL AGENT (TERMS AND CONDITIONS)

1. Payment terms are 14 days, on receipt of tax invoice from BB Recoveries Pty Ltd (BBR).
2. From the date of receiving instructions to commence debt recovery proceedings, BBR shall be entitled to charge commission as per the Fee Schedule on the appointment of a commercial agent form once any of the following occur;
 - (i) A debt is paid to BBR;
 - (ii) A debt is paid to a legal representative of BBR or the applicant;
 - (iii) A debt is paid to the applicant in any way or to a third party of the applicant;
 - (iv) Goods or services are received in lieu of payment to the applicant or a third party of the applicant;
 - (v) The account is settled in any way including a "contra arrangement";
 - (vi) The account had been paid prior to referring the debtor to BBR
3. With the exception to this is clause 2. (i) to (vi), no commission shall be charged by BBR if no money is collected.
4. The applicant acknowledges that should a payment arrangement or settlement be reached, BBR are entitled to keep carriage of the said account to ensure payments by debtors are made and allow BBR to charge commission as agreed in the fee schedule.
5. Should the applicant wish to terminate this agreement and BBR believe this is due to the applicant wanting to avoid paying commission, then full commission as per the Fee Schedule on the signed Appointment of a commercial agent form will be charged.
6. Prior to commencing with legal action, BBR shall obtain written confirmation from the applicant to proceed. BBR shall engage solicitors on the applicant's behalf and the applicant is responsible for the costs. BBR shall provide the applicant with a quotation for the work. There is no obligation for the applicant to commence with legal action.
7. You will be added to the BBR marketing list to receive promotional material for both our collection and finance companies. Should you wish to opt out of this material, please advise our office.
8. The signing of the Appointment of a Commercial Agent form or Terms and Conditions represents the acknowledgment and acceptance of these Terms & Conditions.

SIGNED: _____ TITLE HELD: _____

PRINT NAME: _____ DATED: _____

