

# SCORE DEBT MANAGEMENT

## DEBT COLLECTION PROPOSAL

### FOR AUSTRALIAN CLIENTS ONLY

**(If your need is a regular one then please proceed to our home page and "Order A Proposal")**

Phone Greg Wilson **1300-729809**

[www.scoredebtcollection.com.au](http://www.scoredebtcollection.com.au)

[sales@scoredebtcollection.com.au](mailto:sales@scoredebtcollection.com.au)



#### WHY USE SCORE?

- **Affordable & Efficient debt collection for small to medium business users**
- **Include our fees in the debt (if correct documentation exists). A real saving!**
- **The ability to chose your own commission rate**
- **24x7 access to your debts over the Internet (You always know what is happening!)**
- **Working directors have over 60 years combined experience as debt collectors**
- **Professional Indemnity insurance of \$5million**
- **Non threatening reminder letters available that can assist in client retention**
- **Australian owned with no overseas labour used & no call centre mentality.**
- **Score provides a real DISCOUNT on legal proceedings issued in Victoria.**



#### PAY LESS on successful collection & know that the job is being done !

*Check our commission rates against others published on the internet and do your own calculation! Our rates are extremely competitive...*

**WHY?...**because Score was specifically established to cater for clients with isolated needs that cannot otherwise gain quality service at rates normally reserved for large companies. Whilst our market is small business; most of our competitors only want large accounts.

*There is an old and well known adage..."you get what you pay for"*

**Don't be fooled by agencies that offer no collection – no fees facilities...**  
**After all what do you do for free?**

*By investing a small sum when you place a debt with Score you can rest sound in the knowledge that we will comit those funds to the proper conduct of your file.*

**Will other agencies provide adequate action on your debt if it is just their time and money being used? The answer is probably NO. After all, what would you do for nothing?**

*Save money if you need to issue legal proceedings (though this is rarely necessary)...*

**Score provides a very real discount on the issue of legal proceedings in Victoria.**



### ***Experience matters...***

Score Debt Management was commenced early 2005 and is owned and controlled by two active directors – Greg Wilson and Stella Gianino who between them have over 60 years of combined debt recovery experience. Score DM Pty Ltd was a fully licensed and bonded agency until 1/7/2011 when licencing requirements were removed by legislation in our home state.

Greg has been in the debt collection industry since the mid 1970's and has been a member of the Australian Institute of Credit Management since 1982. He is also a former Vice President of the Victorian division of the Australian Collectors Association, now part of the IMA. For 12 years before Score, he established and managed the Victorian activities of two of the largest debt collection agencies in Australia. Greg controls our administration, marketing and business development.

Stella had been with Greg in those 2 agencies in supervisory and management roles and shared his vision for the need to start an agency that catered for those small and medium sized companies that could not readily gain access to quality debt collection without paying over-inflated prices. Stella controls our collection operations. Her collection skills are well known throughout our industry.



### ***Collection facilities...***

Score uses a range of demand letters, telephone demands, SMS, emails and solicitors letters supplemented as a last resort by the issue of legal action. Legal action is required only in a very small percentage of matters because most debts are resolved or settled beforehand. If the initial legal action is issued in Victoria then a true discount on solicitors costs is available. A panel of specialist solicitors and field agents has been established throughout Australia, so the debtors state of residence is not an issue. We offer a choice of 2 facilities:

- **FN Facility** – Our traditional facility that commences with the issue of a Final Notice.
- **RL Facility** – This facility incorporates a Reminder Letter as the first action followed by the issue of a Final Notice. It should be considered where the retention of the debtors future business is of consideration or if the debt is not significantly overdue.

Collection activity continues without reference to you so you must let us know of payments or contact. Download a flow chart of the FN process from [www.scoredebtcollection.com.au/processmap.pdf](http://www.scoredebtcollection.com.au/processmap.pdf)



### ***Include our fees in the debt? (Potentially a very real saving to you)***

(Not available in Queensland)

If you have the correct documentation including a clause providing for your debtors to pay your collection costs in the event of a payment default; then Scores fees (including a calculation of commission) can be added to the debt by you. (Our fees are still payable by you but can be recovered from the debtor commission free and repaid to you). You would need one or more of the following...

1. A signed & dated written agreement (terms) with the debtor including this clause (best practice)
2. A clause in your Terms & Conditions and indisputable evidence that the debtor has seen your T&C,s BEFORE they commenced trading with you



***Internet Access live in real time all day every day...***

Score provides you with internet access to your debts via our Web-Collect facility. It requires Internet Explorer for functionality. Please use it first before you call us.

Web-Collect provides you with secure access where you can:

- View the debt and all correspondence from all parties
- Place a note on our file (advise us of payments or contact from the debtor, respond to our information requests etc.)
- Print a copy of the file
- Run and print a range of narrative and statistical reports relating to your facility with us
- Print a copy of all invoices that have been issued to you by us

When you join with us a manual and your secure log-in information is provided. For further information go to [www.scoredebtcollection.com.au/internet-access.html](http://www.scoredebtcollection.com.au/internet-access.html)



***Debtor contact...don't forget to tell us too!***

Score requests that if you receive contact from the debtor that you make no arrangements and advise the debtor to contact us. If you must communicate with them then at least check in Web-Collect (above) to ensure that you are not inadvertently weakening our position in the collection process.

If you receive payments or communicate with a debtor please ensure you advise us of what has transpired because our collection activities will continue as if there were no contact. This makes us both look unprofessional!



***What determines our success rate?***

Our success rate is determined by a number of factors but mainly the accuracy and extent of your documentation, the age of the debt, the financial status of the debtor, and your preparedness to listen to our suggestions and where viable act upon them. Unfortunately sometimes it is necessary to spend money to gain a successful outcome but the majority of matters placed require no further expenditure.



***How do we start the debt collection process?***

- **Complete and fax or email pages 5,6 & 7 (\*one page 7 for each debt) of this document to us.** Fax to 1300-259601 or scan & email to [sales@scoredebtcollection.com.au](mailto:sales@scoredebtcollection.com.au)

We will email you within half a business day with your account details, login details & a manual on the use of our internet facility.

\*If you have 3 or more debtors to place then just return pages 5 & 6 to us. We will email you a spreadsheet for you to use for the placement of those debts with us.

**PRICES (GST not included)**

● **SELECT YOUR DESIRED COMMISSION RATE** from ANY of the 3 rates listed below.

- NOTE: 1. Rate Fees & Ancillary Fees are always payable by you (even if you have added your fees to the debt).  
 2. Commission is charged on the amount collected (refer our agreement page 5 for full details regarding commission)  
 3. Min commission debts NT & Tas 17.5% (BUT only where legal action has been issued by us in those states).

**SELECT ANY ONE RATE** (That rate will apply to ALL your debts now and in the future).

\*\* All rates include FREE demand letters, telephone demands, SMS, emails & solicitors letters.

Score only accepts debts of \$100.00 or greater

Rate indicators are based on a successful recovery of the debt - you can select ANY rate you want

**You may be able to include our fees including commission in the debt (see page 2)**

<b>RATE A</b>	<b>\$35.00 per debtor</b>	<b>ALL DEBT SIZES over \$100.00</b>	<b>Commission 16.5%</b>
Rate indicator	Best rate for debts up to \$1,000.00		Minimum commission per payment \$15.00
<b>RATE B*</b>	<b>\$65.00 per debtor*</b>	<b>Debts \$100.00 to \$14,999.99</b>	<b>Commission 13.5%</b>
Rate indicator	Best rate for debts over \$1,000.00	<b>Debts over \$15,000.00</b>	<b>Commission 10%</b>
			Minimum Commission per payment \$10.00
*RATE B VOLUME DISCOUNT...The discount below will apply now and to all future debts placed as well... (Relates to debts placed with the initial placement...Debts cannot include bankrupts, company insolvencies, disputes or non-trading companies)			
3 to 5 debts	Rate drops to \$50.00	6 or more debts	Rate drops to \$35.00
<b>RATE D</b>	<b>NO upfront fees applied</b>	<b>Debts \$100.00 to \$1,000.00</b>	<b>Commission 29%</b>
		<b>Debts \$1,000.01 to \$4,000.00</b>	<b>Commission 20%</b>
		<b>Debts \$4,000.01 to \$15,000.00</b>	<b>Commission 15%</b>
		<b>Debts over \$15,000.00</b>	<b>Commission 11%</b>
			Minimum Commission per payment \$10.00

**Remember you can choose any rate that you want.**

● **ANCILLARY FEES**

**Payable at all times regardless of the result**

**Billed without referral to you** (If you have a valid address and phone numbers then the first 2 charges probably won't apply)

On-line location Fee	\$5.00 per search	For a new address or phone, usually no more than 3 apply
New Address Fee	\$50.00	<b>ONLY</b> if Score provides a new address for the debtor
Age Fee (Debts over 12 months old)	\$25.00	Age determined from oldest outstanding date of debt

**Billed strictly with your prior approval** (We will contact you for approval before these fees are incurred)

Company/Business Search	\$45.00/\$55.00 per name	Index Search (for real estate)	\$45.00 per search
Bankruptcy Search	\$65.00 per name searched	Title Search (on real estate found)	\$65.00 per title
Field Calls (Door knock)	Metro all states \$90.00	Field Calls	Regional \$110.00 (POA Remote areas)
Specialist External Tracing (provided by tracing experts)		No Find \$50.00, Debtor located \$195.00	
Credit Default checks (Veda)	\$25.00	Will reveal <u>only</u> public record information	

**LEGAL COSTS** are billed to you. (If the action is successful these fees are always added to the debt and are recoverable from the debtor in the event of a successful collection). Score, where jurisdiction is possible, will **DISCOUNT 20%** of the solicitors costs on the initial issue of legal proceedings in the Magistrates Court of Victoria (only on undefended matters). This is a very real saving to you and you will never have to pay them back. (They are not just a deferment of costs)

● **ACCOUNTING MATTERS**

**TERMS 14 DAYS** (or late payment fees may apply)

Statements are issued at month end... (No separate invoices per debtor or transactions will be supplied)  
 Statement balances MUST be paid... (They are NOT conditional upon collection of the debt or your addition of fees)  
 What you owe is deducted from money held in our trust account Early statements & copy invoices incur a fee of \$25.00

**DEBT COLLECTION AGREEMENT**

**2 PAGES**

BETWEEN **SCORE DM PTY LTD** ABN 55113230247 Herein referred to as **SDM**

& \_\_\_\_\_ Herein referred to as the client.

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 any 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 if they instruct SDM to collect our fees and charges from the debtor that they holds a signed written agreement with the debtor allowing this or have otherwise informed the debtor before any debt was incurred.
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 17.5% 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 unconditional right to bank funds it receives from debtors into its Trust 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.
35. The client has selected the following options from this proposal (CIRCLE ONE ONLY AT EACH LINE) PRINT CLEARLY

FACILITY REQUIRED? FN RL (Page 2 refers)

RATE REQUIRED? A B D (Page 4 refers)

ARE YOU ELIGIBLE TO ADD SCORES FEES TO THE DEBTS YOU PLACE? YES / NO / SOMETIMES
(Refer to page 2 of this proposal to see if you are able to do so)

YOUR COMPANY NAME? (OR FULL PERSONAL NAME/S)

YOUR TRADING NAME?

ABN? WEB www.

NATURE OF YOUR BUSINESS?

STREET ADDRESS

SUBURB STATE PCODE

POSTAL ADDRESS

SUBURB STATE PCODE

CONTACT AT YOUR BUSINESS? PHONE

EMAIL

MOBILE FAX

HOW DID YOU FIND US? Google Yahoo Ninemsn Yellow Pages Referral Other?

REFERRED BY

Do you use Internet Explorer? YES / NO Choose your password

CLIENT SIGNATURE DATED

(By signing this agreement I declare that I am authorised to do so by The Client and that I have read & understand all 35 conditions in the agreement. I confirm that I have had the opportunity to seek legal advice before signing this agreement.)

SIGNATORIES FULL NAME POSITION

YOUR PERSONAL ADDRESS: DATE OF BIRTH



SCORE DEBT MANAGEMENT – DEBT PLACEMENT FORM

FAX PAGES 5 – 7 FAX NUMBER 03-86779962 EMAIL sales@scoredebtcollection.com.au

YOUR COMPANY \_\_\_\_\_ Placed by \_\_\_\_\_

DEBTORS DETAILS

- 1. FILL IN AS MUCH AS YOU CAN – INCLUDE OLD PHONE NUMBERS EVEN IF DISCONNECTED
2. DO NOT SEND COPY INVOICES ETC. – WE WILL ASK FOR THEM IF REQUIRED

Company OR Personal Name/s \_\_\_\_\_

Trading Name/s \_\_\_\_\_

A/C or Invoice Number/s \_\_\_\_\_

Can you add our fees to the debt? – You will need a signed agreement to do so YES / NO
\*If NO then insert \$0 in the Score Fees field below - \*If YES include a calculation of our commission

AMOUNT OWED TO YOU \$ \_\_\_\_\_ + \*SCORE FEES \$ \_\_\_\_\_

TOTAL TO COLLECT = \$ \_\_\_\_\_ (Amount owed + Score Fees (where applicable))

DATE OWED FROM \_\_\_\_\_ DATE OWED TO \_\_\_\_\_
(Insert the dates of the oldest and newest invoices above)

Current / Last Known address \_\_\_\_\_ Suburb \_\_\_\_\_
State \_\_\_\_\_ PCode \_\_\_\_\_ Still At Address? YES / NO / UNKNOWN

Alternative / Postal Address? \_\_\_\_\_ Suburb \_\_\_\_\_
State \_\_\_\_\_ PCode \_\_\_\_\_ Still At Address? YES / NO / UNKNOWN

Contact Name at debtor business? \_\_\_\_\_

ABN Number \_\_\_\_\_ WEB www. \_\_\_\_\_

Business PHONE \_\_\_\_\_ BH FAX \_\_\_\_\_

After Hours PHONE \_\_\_\_\_ MOBILE \_\_\_\_\_

EMAIL ADDRESS of Debtor \_\_\_\_\_

WHAT IS THE DEBT FOR? \_\_\_\_\_

GUARANTEES HELD? Signed YES / NO Guarantors Name/s \_\_\_\_\_
G/tee Dated \_\_\_\_\_

IS THERE A DISPUTE? YES / NO Has the debt been with another agent or solicitor? YES / NO

ADDITIONAL INFORMATION \_\_\_\_\_