

**We Guarantee to
Collect your Overdue
Accounts Better
Than Anyone Else.**

*Because if we don't collect,
we don't get paid*

Find out how we can help you...

PRU\$HKA

FAST DEBT RECOVERY

NO RECOVERY - NO CHARGE

When you only earn income if you collect debts, and have done so since 1977, you get damn good at it.

Prushka has always operated on the **No Recovery — No Charge** basis.

No-one else can claim that

Our **No Recovery—No Charge** service means exactly that.

No-one else can claim that

Prushka bears all expenses. You bear none.

No-one else can claim that

The **only deduction** from monies recovered is Prushka's commission.

No-one else can claim that

Our commission rates start at 11%

And that is all you pay.

This means that **we share a common interest in your overdue accounts with you — because if we don't collect, we don't get paid.**

PRUSHKA
FAST DEBT RECOVERY
NO RECOVERY - NO CHARGE

A Little About Prushka

- ◆ Established in 1977
- ◆ You will be immediately assigned your individual Account Controller who will **always be accessible to you.**
- ◆ **“No Recovery—No Charge”**
- ◆ Verifiable **recovery rate exceeding 70%**
** based on volume account referrals for particular clients over several years*
- ◆ Your collections will be handled within a specialist collections team.
- ◆ In-house Lawyers
- ◆ Always someone accountable at the end of the phone
- ◆ 12 Branches Australia-wide
- ◆ No joining fee and no on-going commitment to use us. If you are unhappy, you are not tied to Prushka
- ◆ Simple to use . Simply complete an Action Form and send to us—either fax to (03) 9872 4757 or post to Private Bag 6, Mitcham 3132 or on-line at www.prushka.com.au.
- ◆ Products to help you.
- ◆ Prushka collections letters available in printed or disk format. They produce a **recovery rate exceeding 50%**, by harnessing the power of the Prushka name. Payments made from use of the letters are **Commission-Free.**
- ◆ Highly competitive commission rates, starting from 11%.

Prushka's Commission Rates

Commission rates from as low as 11% (including GST)

Original Debt Amount \$	Commission Rate %	*What you receive %
Over 20,001	10	90
10,001 – 20,000	15.5	84.5
5,001 – 10,000	17.5	82.5
1,001 – 5,000	25	75
Under 1,000	35	65
*Assumes full GST recovery		

Minimum commission for any debt is \$40.00 + GST, which is payable only once, after at least \$44.00 has been collected.

Subject to terms on our website.

Call us for quotes on volume accounts and for judgment debts.

Head Office (Melbourne)

Prushka House, 8 Station Street,
Mitcham, Victoria 3132
Tel: (03) 9874 5000 Fax: (03) 9872 4757

Adelaide

Shop A, 141 Tapleys Hill Road, Seaton,
South Australia 5023
Tel: (08) 8243 1755 Fax (08) 8244 0122

Brisbane

Shop 3, 452 Gympie Road, Strathpine
Queensland 4500
Tel (07) 3205 1977 Fax (07) 3889 8057

Ballarat

44 Lydiard Street South, Ballarat
Victoria 3350
Tel: (03) 5332 4255 Fax: (03) 5331 1526

Cairns

Unit A3 Traveltown, 21 Lake Street, Cairns
Queensland 4870
Tel: (07) 4031 9664 Fax: (07) 4031 6155

Dubbo

1/151 Talbragar Street, Dubbo
New South Wales 2830
Tel: (02) 6882 6933 Fax: (02) 6884 2777

Geelong

128 Yarra Street, Geelong
Victoria 3220
Tel: (03) 5224 2269 Fax: (03) 5224 1726

Launceston

49-51 Elizabeth Street, Launceston
Tasmania 7250
Tel: (03) 6334 9266 Fax: (03) 6334 2134

Newcastle

3 Newcomen Street, Newcastle
New South Wales 2300
Tel: (02) 4925 2851 Fax: (02) 4925 2953

Sydney

1/462 King Georges Road, Beverly Hills,
New South Wales 2209
Tel: (02) 9554 9486 Fax: (02) 9554 9645

Wagga Wagga

111 Fitzmaurice Street, Wagga Wagga
New South Wales 2650
Tel: (02) 6971 7400 Fax: (02) 6971 7404

Warrnambool

85 Henna Street, Warrnambool
Victoria 3280
Tel: (03) 5562 7718 Fax: (03) 5562 1681

1800 641 617
www.prushka.com.au

Mendelsons Lawyers Pty Ltd ACN 125 099 701 discloses that it shares common ownership with Prushka.

ACTION FORM

PRUSHKA CLIENT NO: & Name

OR YOUR PARTICULARS

Name / Trading Name Contact Name

Your Postal Address State P/C.....

☎ (.....)..... Mobile Email

Nature of Business ABN Have you used Prushka before? **Tick if No** ☐

PARTICULARS OF THE PERSON WHO OWES YOU MONEY

Full Name Mr/Ms/Mrs

Home Address State P/C.....

☎ (.....)..... Mob Fax (.....)..... Email

Work Details (if known)

Name of Relation (if known)

OR

PARTICULARS OF THE BUSINESS WHICH OWES YOU MONEY ABN

Company or Business Name

Contact Address State P/C.....

☎ (.....)..... Mob Fax (.....)..... Email

MONIES OWING

Date of first invoice (attach copy)/...../20..... Balance owing \$

Details of service or goods provided by you

Add Prushka Commission? **Tick if Yes (One box only)** ☐ For this debt only **OR** ☐ For this and all future debts
Commission can only legally be added if your terms and conditions clearly allow you to do so. For new clients, please attach copy.

Is this debt disputed? **Tick if Yes** ☐ Details

FOR MEDICAL DEBTS ONLY

Name of Patient (if a minor)

Referring Doctor (if any) Name

Date of Consultation/Service/...../.....

FOR WORKCARE OR MOTOR ACCIDENT BOARD CLAIMS

Claim Number

Date of Accident/...../.....

Name and Address of Patient's Employer.....

.....Postcode

Insurer

NO MORE FORMS

Once you have lodged one complete Action Form, you can then submit debts to us by posting, faxing or emailing a copy of your invoice or print-out listing details of your debtors.

The terms which apply will be the current terms on our web-site.

OTHER INFORMATION

Comment:

Please attach any relevant further information.

I confirm that the above details are true and correct and that I have read the Terms and Conditions printed on the back of this form and agree to be bound by them for this and all future debts submitted.

Date/...../..... **Sign Here** **Position**
(State Position if Signing on behalf of a business)

FOR IMMEDIATE ACTION SEND OR FAX FORM TO PRUSHKA. NOW!

Fax to: (03) 9872 4757 **OR Post:** Private Bag 6, Mitcham, Victoria, 3132, Australia **OR Complete on-line at** www.prushka.com.au
Enquiries – Call the Prushka Client Services Team – Freecall 1800 061 761



Terms and Conditions of Agency Agreement with Prushka Fast Debt Recovery Pty Ltd

1. In this Agreement, *PRUSHKA FAST DEBT RECOVERY PTY LTD* ABN 55 005 962 854, shall be known as Prushka and the party completing one or more Action Forms ("form") shall be known as the *PRINCIPAL*.
2. By the act of forwarding one or more forms to *PRUSHKA*, the *PRINCIPAL* acknowledges that he has read and agrees to be bound by these Terms and Conditions.
3. *PRUSHKA* will on the following Statement Date forward to the *PRINCIPAL* a sum equivalent to any monies received on behalf of the *PRINCIPAL* less any commission due, calculated according to prevailing rates, such commission to be calculated on the sum received by *PRUSHKA* or paid directly by the debtor to the *PRINCIPAL*. The only deduction shall be bank fees charged on foreign currency payments received. In the event where the *PRINCIPAL* accepts a reduced lump sum, the commission rate shall be calculated on the applicable rate for the reduced amount and not on the submitted amount.
4. The *PRINCIPAL* covenants that he will notify *PRUSHKA* within one working day of a debt referred to in a form or instructions being paid in whole or in part to him whether paid directly by the debtor or on behalf of the debtor and further acknowledges that *PRUSHKA* shall be entitled to charge commission to the *PRINCIPAL* on such recovery calculated according to the prevailing rates.
5. The *PRINCIPAL* covenants that the details supplied by him are true and correct and include all information relevant to the debt. Should *PRUSHKA* suffer loss or expense due to misleading, false or insufficient details being supplied by the *PRINCIPAL*, the *PRINCIPAL* will indemnify *PRUSHKA* in full for such loss or expense.
6. The *PRINCIPAL* expressly authorises *PRUSHKA* to perform all acts reasonably necessary to collect a claim on his/her behalf including legal and enforcement action and to instruct at its cost, Mendelsons Lawyers Pty Ltd to carry out part or all of the collection process. In the event where *PRUSHKA* initiates legal action, it shall do so at its cost provided that it shall be entitled to deduct from monies recovered from the debtor the scale legal costs and disbursements incurred and in the event where the legal costs and disbursements exceed the recovery *PRUSHKA* shall bear the excess. Mendelsons Lawyers is authorised to request payment of legal costs on legal demand letters sent by it.
7. During the time period *PRUSHKA* is acting for the *PRINCIPAL*, the *PRINCIPAL* covenants that *PRUSHKA* acts on its/their behalf exclusively and the *PRINCIPAL* shall not negotiate with or contact the debtor or accept less than total payment directly from the debtor. In the event where the *PRINCIPAL* breaches this clause *PRUSHKA* shall be entitled to charge commission as if the debt had been paid in full.
8. *Both parties* warrant that it will not act in any manner which may besmirch the name and reputation of the other.
9. *PRUSHKA* reserves the right to refuse to act as agent against any one or more debtors and may at any time by notice in writing, cease to act for the *PRINCIPAL* in relation to any one or more debts.
10. The *PRINCIPAL'S* instructions to *PRUSHKA* to recover a debt pursuant to this agreement shall be deemed to have commenced from the date of receipt of a form or instructions by *PRUSHKA* and should the *PRINCIPAL* thereafter at any time instruct *PRUSHKA* whether expressly or by conduct to terminate recovery proceedings for any reason whatsoever *PRUSHKA* shall be entitled to charge commission from the date of termination regardless of the ultimate outcome of further recovery action as if the debt has been paid in full.
11. In the event where the *PRINCIPAL* accepts a return of goods, offset or credit in satisfaction of a claim *PRUSHKA* shall be entitled to charge commission based on the agreed value allowed by the *PRINCIPAL* to the debtor.
12. *PRUSHKA* shall be bound by no covenants, representations or warranties other than those specified in this Agreement.
13. *PRUSHKA* shall be entitled to destroy its file and all documents and particulars provided by the *PRINCIPAL* in relation to any debt referral upon the expiration of thirty days from the date a statement is sent to the principal advising either of the payment of the debt or that *PRUSHKA* has closed the file and Mendelsons Lawyers shall be entitled to destroy its files on the same basis other than litigation files.
14. In the event where the *PRINCIPAL* fails to pay to *PRUSHKA* the debt balance on the statement forwarded to the *PRINCIPAL* within 14 days from the date of the statement, *PRUSHKA* shall be entitled to charge an account keeping fee calculated at its prevailing rate every month in which there is a debt balance outstanding. In addition, the *PRINCIPAL* shall be liable for all legal costs and disbursements incurred by *PRUSHKA* arising from the default calculated on the indemnity basis.
15. These terms may be amended from time to time and the applicable current terms shall be those detailed on the Prushka website and *PRUSHKA* shall be under no obligation to provide notice whenever there has been a change. Changes made shall relate to all debts submitted by the *PRINCIPAL* from the date of change.
16. In the event where the *PRINCIPAL* does not cash a cheque sent to him within 6 months of the cheque being sent to him by *PRUSHKA*, the *PRINCIPAL* authorizes *PRUSHKA* to cancel the cheque and to transfer an equivalent amount from its trust account and to retain same.
17. All GST levied by the Commonwealth Government on *PRUSHKA'S* commission shall be borne by the *PRINCIPAL* and *PRUSHKA* shall provide a Tax Invoice.
18. This Agreement is deemed to be made in the State of Victoria and all disputes hereunder shall be determined by the relevant Victorian Court.
19. Reference to a party shall include reference where applicable to its heirs, successors in title, executors, administrator, receiver or liquidator.
20. Prushka shall be entitled to set-off monies due to the *PRINCIPAL* with monies Prushka reasonably believes are owing by the *PRINCIPAL* to it.
21. Pursuant to Rule 32 of the Professional Conduct and Practice Rules 2005 (Vic) Mendelsons Lawyers Pty Ltd discloses that it is associated with *PRUSHKA* and that there is common ownership and common directorship between the two entities. In particular, the legal Director of Mendelsons Lawyers is also a Director of Prushka.
22. Mendelsons Lawyers Pty Ltd is authorised to direct monies recovered from debtors for other than litigation files into Prushka's trust account.