

**COMMERCIAL AGENCY APPOINTMENT AND SERVICE AGREEMENT  
PURSUANT TO SECTION 23 OF *DEBT COLLECTORS  
(FIELD AGENTS AND COLLECTION AGENTS) ACT 2014***

**THIS AGREEMENT** is made between **Dynamic Commercial Collections Pty Ltd** (ACN 624 517 200), a company duly incorporated in the State of Queensland (hereinafter referred to as "**the Agent**" or "**Dynamic Commercial Collections**"), and the party engaging the services (hereinafter referred to as "**the Client**").

## **1. GENERAL TERMS OF ENGAGEMENT**

- 1.1 **Acceptance:** These Terms and Conditions ("Terms") govern the provision of services by the Agent to the Client. By accessing the website [www.dynamiccommercialcollections.com.au](http://www.dynamiccommercialcollections.com.au), engaging the Agent for a quoted package, or providing instructions (whether written, verbal, or via the website), the Client agrees to be bound by this Agreement.
- 1.2 **Entire Agreement:** These Terms, together with any provided Fee Schedule or Quote, constitute the entire agreement between the parties and supersede all prior agreements, understandings, or representations.
- 1.3 **Amendments:** Dynamic Commercial Collections reserves the right to amend these Terms. Notification of amendments will be provided to existing Clients. Continued instruction after such notification constitutes acceptance of the amended Terms.

## **2. SCOPE OF SERVICES**

Dynamic Commercial Collections offers the following services (collectively, "the Services"):

- i. **Skip Tracing:** The Agent shall utilise lawful information-gathering techniques to locate individuals. All activities are conducted in strict accordance with the *Privacy Act 1988* (Cth) and relevant state legislation.
- ii. **Online Investigations:** The Agent shall perform research and analysis of digital footprints, social media profiles, and public records to provide intelligence supporting the Client's objectives.
- iii. **Process Serving:** The Agent shall affect service of legal documents (including subpoenas, summonses, and court orders) in compliance with relevant court rules and legislation.
- iv. **Field Calls:** The Agent shall conduct in-person attendance at a subject's last known address or place of business to verify location, obtain contact details, or deliver communications.
- v. **Surveillance:** The Agent may use, by a, third-party surveillance service. All surveillance activities are strictly compliant with the *Surveillance Devices Act 2004* (Cth), *Surveillance Devices Act 2007* (NSW), *Invasion of Privacy Act 1971* (Qld), and other applicable laws.

[dynamiccollections.com.au](http://dynamiccollections.com.au)

1300 375 067 [admin@dynamiccollections.com.au](mailto:admin@dynamiccollections.com.au)

**BRISBANE**  
PO Box 214  
Fortitude Valley, QLD 4006

**PERTH**  
Level 25, 108 St Georges Terrace  
Perth, WA 6000

### 3. FEES, CHARGES, AND PAYMENT TERMS

- 3.1. **Fees:** The Client agrees to pay all fees as outlined in the Quote, Fee Schedule, or as otherwise agreed in writing. All fees are **+GST** unless stated otherwise.
- 3.2. **Disbursements:** The Client is liable for all applicable disbursements (e.g., travel, searches, official records) provided consent is obtained prior to incurring such costs.
- 3.3. **Payment Terms:**
- **Upfront Payment:** Required for services totalling **\$500.00 + GST or less**, or unless agreed in writing with the Client. Services will not commence until funds are received and cleared.
  - **Invoicing:** For other matters, or where additional costs are incurred, an invoice will be issued upon completion.
  - **Due Date:** Payment is strictly due **fourteen (14) days** from the date of invoice.
- 3.4. **Default and Interest:** Time is of the essence regarding payment. Overdue amounts shall attract interest at the rate of 10% per annum. The Client shall indemnify the Agent for all costs associated with the recovery of overdue fees, including legal costs and debt collection fees on an indemnity basis.

### 4. TURNAROUND TIMES

Turnaround times are estimates only and may vary based on workload and complexity:

- **Standard Skip Trace:** 5–10 business days.
- **Advanced Skip Trace:** 10–20 business days.
- **Urgent Skip Trace:** Commencement within 24 hours; aim to finalise within 24–48 business hours, (additional costs may be charged).

### 5. DEFINITION OF "LOCATE"

For the purposes of fee applicability, a "Successful Locate" is defined as:

- **Documentary Evidence:** Confirmation via Tenancy Application, Title Search, or corroborated data.
- **Verbal Confirmation:** Verification by the subject or a known associate (family/neighbour).
- **Physical Sighting:** Visual confirmation by a Field Agent.
- **Status Confirmation:** Confirmation that the subject is incarcerated or deceased.

*\*Note: Fees apply irrespective of the outcome. A successful locate is not guaranteed.*

### 6. 30-DAY RECHECK GUARANTEE

The Agent warrants the accuracy of data at the time of reporting. If the subject is not found at the reported address, the Client must notify the Agent within **30 days** of the report date. The Agent will perform a recheck at no cost. If the recheck confirms the original report was accurate, the Agent reserves the right to charge a recheck fee of **\$500.00 + GST**.

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## 7. DUTY OF CARE AND DISCRETION

The Agent reserves the right to decline instructions or terminate services if there is a reasonable belief that providing information may result in harm (e.g., domestic violence, mental health risks, and/or using said information unethically). The Agent may disclose information to law enforcement if required by law or to prevent imminent harm.

## 8. CONFIDENTIALITY

The Client agrees to hold all materials and reports provided by the Agent ("Confidential Information") in strict confidence. The Client shall not disclose such information to third parties without written consent, except as required by law. Specifically, regarding domestic violence or protection orders, information must only be disclosed to a solicitor or authorized person for lawful purposes.

## 9. NON-INTERFERENCE

The Client agrees not to conduct independent investigations or contact the subject during the Agent's engagement. Client interference may result in the immediate termination of services and the forfeiture of full fees.

## 10. EXCLUSIVITY

The appointment of the Agent is exclusive. The Client agrees not to engage other commercial Agents for the same matter during the term of this Agreement.

## 11. INTELLECTUAL PROPERTY

All content, reports, and methodologies provided by the Agent remain the Intellectual Property of Dynamic Commercial Collections Pty Ltd. The Client is granted a limited license to use the reports for the specific matter instructed but may not reproduce or resell such data.

## 12. CANCELLATION POLICY

### 12.1 Cancellation by Client:

**12.1.1 Within 24 Hours:** If cancelled within 24 hours of instruction and **prior** to work commencing, no fee applies.

**12.1.2 After 24 Hours:** A minimum cancellation fee of **\$500.00 + GST** applies.

**12.1.3 Work Commenced:** The Client is liable for the minimum fee plus any additional costs for work already undertaken, calculated at the Agent's discretion.

**12.2 Cancellation by Agent:** The Agent may terminate this Agreement immediately upon written notice if the Client breaches these Terms.

## 13. LIMITATION OF LIABILITY

**13.1 No Guarantee:** The Agent provides services on an "as is" basis and does not guarantee specific results (e.g., recovery of debt or location of persons).

**13.2 Indemnity:** The Client agrees to indemnify and hold harmless the Agent, its directors, and employees against any claims, losses, damages, or legal costs arising from the Client's breach of this Agreement, unlawful use of information provided, or instructions given to the Agent.

**13.3 Limitation:** To the maximum extent permitted by law, the Agent's liability for any claim is limited to the re-supply of the service or the cost of having the service re-supplied.

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## 14. DISPUTE RESOLUTION

**14.1 Process:** Neither party may commence court proceedings (except for urgent interlocutory relief) without first attempting to resolve the dispute via the following process:

**14.1.1 Notice:** The complainant must issue a written notice detailing the dispute and desired outcome.

**14.1.2 Negotiation:** Parties must attempt to resolve the matter within 14 days of notice.

**14.1.3 Mediation:** If unresolved, the matter shall be referred to a mediator nominated by the **Resolution Institute**.

**14.1.4 Arbitration:** If mediation fails, the dispute shall be resolved by binding arbitration in Queensland under the ACICA Arbitration Rules.

## 15. GOVERNING LAW

This Agreement is governed by the laws of **Queensland, Australia**. The parties submit to the non-exclusive jurisdiction of the courts of Queensland.

## 16. QUESTIONS

If you have any questions about the information in this document, please email us at [admin@dynamiccollections.com.au](mailto:admin@dynamiccollections.com.au) or call us at 1300 375 067.