

SAMPLE



Level 3
16 Irwin Street
Perth
Western Australia
6000

mail@birmanride.com.au
birmanride.com.au
ABN 79 640 502 307

Please quote **1234.1**

27 August 2021

FINAL DEMAND

Mr J Citizen
123 Fake Street
PERTH 6000
By email to: johncitizen@hmail.com

Dear Mr Citizen,

Creditor: James Smith Plumbing
Reference: Services rendered - 456, 123
Debt: \$3,900.00

We are the Creditor's lawyers. The Creditor hereby demands that you pay the Debt.

Unless within 7 days you pay the Debt in full or make an acceptable offer to pay it by instalments we may commence legal proceedings for recovery without further notice. If we do so, you may be ordered to pay the Creditor's costs and interest in addition to the amount claimed.

How to pay the debt

You may settle this matter by paying the Debt by bank deposit or EFT to the following account:

Account name: **BR Legal Pty Ltd – Law Practice Trust Account**
Bank: **ANZ Banking Group**
BSB: **016-002**
Account Number: **319867327**
Please quote: **1234.1**

For further details and payment options or to offer to pay the Debt by instalment, visit pay.getpaiddebtcollection.com.au and enter your debt number (123) and file number (1234.1).

How to dispute the Debt

If you dispute your liability to pay the Debt, please visit pay.getpaiddebtcollection.com.au to notify us of your reasons for non-payment or complete and return the attached notice.

DO NOT IGNORE THIS LETTER. It may be produced in Court in evidence against you.

Yours faithfully,

A stylized, handwritten signature in black ink that reads 'BirmanRide'.

Birman & Ride



To: **Birman & Ride**
Fax: **(08) 9220 4492**
Email: **paid@getpaiddebtcollection.com.au**

Creditor: James Smith Plumbing
Reference: Services rendered - 456, 123
Debt: \$3,900.00

From: **John Citizen**

Offer to pay or compromise the Debt

I/we acknowledge that we are liable to pay the Debt to the Creditor. I/we OFFER to:

- make payment in full herewith.
- make payments by fortnightly instalments of \$_____, with the first payment to be made immediately after your acceptance of the offer. I/we agree that the Creditor's standard instalment terms (attached hereto) are incorporated and form part of this offer, which terms also provide for the payment of interest on the Debt and an administration fee of \$\$198.00 (including GST).

Payment methods

EFT or bank deposit to:

Account name: **BR Legal Pty Ltd – Law Practice Trust Account**
Bank: **ANZ Banking Group**
BSB: **016-002**
Account Number: **319867327**
Please quote: **1234.1**

Denial of liability

I/we deny that we are liable to pay the Debt for the following reasons (please state your reasons; attach additional sheets if necessary):

Debtor signature

Date

Standard instalment terms

These terms and conditions are incorporated and form part of the offer that you are making to pay the Debt to the Creditor. They will apply *if* the Creditor accepts your offer.

1 Interest

You must pay interest on the unpaid balance of the Debt at the rate of 6% per annum.

2 Costs

You must pay the Creditor the costs of negotiating and monitoring this instalment arrangement in the amount of \$198 (including GST) and any variation costs, which amounts will be paid in priority of the Debt from your repayments. If you request (and the Creditor agrees) to any variation to this arrangement, a fee of \$110 (including GST) may apply.

3 Time is of the essence

If you do not make a payment when due, the Creditor may, without notice, commence or continue court proceedings against you to recover the total unpaid amount of the Debt, recoverable costs and interest.

4 Court proceedings

If the Creditor has already commenced proceedings against you:

- for so long as you comply with the instalment plan, the Creditor will not take further steps in those proceedings; and
- you agree to consent to any order to prevent the matter from being entered on the inactive cases list or from being automatically dismissed, where such a situation develops because of this Instalment plan.

5 If you cannot pay an instalment on time

If you cannot make an instalment payment due to circumstances outside of your control, please immediately contact us on **(08) 9220 4443** or at **paid@getpaiddebtcollection.com.au**.

6 Creditor's right to terminate

The Creditor may terminate this agreement at any time if it reasonably believes that there has been a change in your financial circumstances or if you are selling or realising your assets.

7 Agreement not a release

For the avoidance of doubt, this is an offer by the Creditor to refrain from commencing or, if proceedings have already been commenced, continuing those proceedings against you for so long as this agreement is in effect and you comply strictly with its terms. It does not operate as a release, and the Creditor reserves its rights against any other person, including any other debtors.