

LEGALVISION®

HOW TO GET PAID: A DEBT RECOVERY GUIDE FOR SMES



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ABOUT THIS MANUAL

Whether you're a small business owner or the Chief Financial Officer of an ASX-listed company, one fact remains: your customers need to pay you.

But maintaining positive cash flow can be a challenge for any business. Payments for suppliers, wages, rent and other overheads don't always match up with the funds you have coming into the business.

Cash flow management is a combination of sensible payment arrangements and effective debt recovery processes. We know from first-hand experience that clearly stating the scope of work and price upfront can greatly reduce the likelihood of a dispute arising. We also recognise that regular communication about outstanding debts with our accounts team helps to ensure any payment issues are resolved quickly.

This manual aims to help business owners, financial controllers and credit managers best manage and recover their debts. By familiarising yourself with your debt recovery options, you can more effectively reign in overdue debts and maintain a healthy cash flow cycle.

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HOW TO RECOVER A DEBT



1. Revisit your business terms and conditions.

Do your business terms and conditions set out what steps you and the debtor must take to resolve any dispute that arises with respect to payments owed?



2. Follow-up via email or phone to remind the debtor of the amount due.

Resending a copy of your invoice can also act as a reminder for a forgetful customer.



3. Send a letter of demand requesting the debtor pay the outstanding amount.

A letter of demand lets the debtor know that you are serious about recovering the debt.



4. If the debtor still doesn't pay, you may serve a statement of claim on the debtor.

This action starts the process to pursue your debt in court.



5. The debtor may either:

- respond to your claim by filing a defence or attempting to negotiate a settlement; or
- not respond at all. You can then make an application to the court for a default judgment. A default judgment is an application to the court to have the matter finalised.



6. Negotiate with the debtor.

When preparing your claim for court, your lawyer will usually engage in negotiations with the debtor to resolve the matter out of court. This will save you and the debtor time and money.



7. The court will decide whether the debtor must pay you and award a judgment.

You may need to take additional steps to collect your money.

MANAGING YOUR DEBTS

Staying on top of cash flow is critical for every business and the biggest cause of cash flow issues are late payments. An Australian Small Business and Family Enterprise Ombudsman Inquiry revealed that more than 40% of small businesses spend over 12 days each year chasing unpaid invoices. This means that payment delays can impact your business' productivity, costing you time and money.



Cash flow is the leading cause of insolvency in Australia. 1 in 2 Australian small business owners reported that 40% of their invoices were paid late in 2017.

Payment Times and Practices Inquiry 2017, Australian Small Business and Family Enterprise Ombudsman

When it comes to getting paid on time for goods or services that you have provided, it helps to have written payment terms and a process in place to issue invoices.

— **More than 40% of small businesses spend over 12 days each year chasing unpaid invoices.** —

INVOICING

Make sure that you issue invoices promptly and that the invoices are clearly addressed to the person who will be making the payment. The invoice should also display a due date as well as payment options. Diarise invoice due dates and once an invoice becomes overdue, follow-up with your customer immediately.



Quick Tip

Automate the Invoice Follow-Up Process

If your business issues a large number of invoices, you should consider automating the invoice follow-up process. Automation can help reduce invoicing errors and the time spent chasing unpaid invoices. Some examples of automation workflows include:

- email reminders five business days before the invoice due date and three business days after;
- prompts for your accounts team to call the customer seven business days after the due date; and
- notes attached to the customer's file in your sales or invoicing software whenever action is taken to collect against an invoice.

Automated emails should attach the invoice, a statement of accounts and an option for the client to pay in a few clicks online or over the phone.

But take care — you may not want to follow up all your customers in the same way. You can segment your customers into groups based on their size and the nature of your relationship with them, and adjust your automated follow-up process.

PAYMENT TERMS

What Should I Include in My Business Terms and Conditions?

Any customer that engages you to provide goods or services should receive a written copy of your business terms and conditions. Attach a copy of your business terms to each order form, quote and invoice.

Term	Description
Goods or Services to be Delivered	What products or services are you providing?
Acceptance	<p>How will your customer indicate that they accept your payment terms? For instance:</p> <ul style="list-style-type: none">• signing a contract;• ticking an acceptance box online;• providing written confirmation via email; or• paying a deposit or paying in full.
Payment Terms	<p>How will your customer pay you for the goods or services, and in what timeframe? Standard payment terms are between 14 to 30 days. This term should also set out the consequences for late payment, for example:</p> <ul style="list-style-type: none">• stop providing products or services;• charging interest on any unpaid amount; or• taking legal action to recover the unpaid amount.
Dispute Resolution	<p>How will you resolve any issues that arise from a late payment?</p> <p>It's a good idea to require both parties to negotiate or undertake alternative dispute resolution before they can commence court proceedings. These processes are usually cheaper and faster than litigation, and can help preserve long-term business relationships.</p>

BEFORE TAKING YOUR MATTER TO COURT

Starting court proceedings is often the last step in recovering a debt, as litigation can be complex and expensive. There are several ways to recover a debt and the path you choose will depend on your business' circumstances. You should consider:

- the size of the debt compared with the costs involved in pursuing the debt;
- the debtor's financial circumstances and the likelihood of paying the debt;
- the time you will need to spend away from your business in pursuing the debt;
- the value of your business relationship with your debtor; and
- the financial impact on your business if you don't pursue the debt.

Is your debt worth pursuing in court?

The cost of legal proceedings can easily exceed the debt amount. So it's important to maintain a commercial perspective when deciding what, if any, action you should take.

Some common costs in initiating legal proceedings include:

- your lawyer's costs;
- court filing fees (this is the fee to start proceedings in court); and
- service costs (this is the cost of engaging a licensed process server to personally serve your court documents on the other party).

Can you prove your claim?

Gathering the following information can help support your claim against the debtor:

- written documents setting out the parties' obligations;
- copies of invoices;
- details of when and how you provided the goods or services and have requested payment; and
- any correspondence from your debtor promising to make payment.

By doing so, it will be easier to establish the terms and conditions of the transaction, the amount the debtor agreed to pay and the work or services you agreed to perform.

Can the debtor pay?

There is little point pursuing a debtor if they have no way to pay the debt. Undertaking due diligence before escalating your matter to court can help you get a better idea of the debtor's financial status, assets or business performance. You want to avoid wasting valuable time chasing a debtor who can't repay you.

**The cost of legal proceedings
can easily exceed the
debt amount.**

LETTER OF DEMAND

If you decide that it's worthwhile to pursue a debt, the first step is to send a letter of demand, requesting (or 'demanding') that the debtor pay the outstanding amount by a particular date.

A letter of demand drafted by a lawyer signals to the other party that you are serious about recovering the debt and gives them an opportunity to pay before you escalate the matter to court. It should clearly set out:

- the total amount that the debtor owes;
- the reason for the amount being due (e.g. the invoice is long overdue);
- a final date for payment of the debt;
- what action you will take if the debtor doesn't make payment by the specified date; and
- a copy of any relevant supporting documents (e.g. your tax invoice).

What happens next depends on the debtor's response. We've set out three possible options.

1. The debtor doesn't respond:



Send a final letter of demand, giving your debtor additional time to respond.



If the debtor is a company and the debt (or total value of debts) is over \$2,000, you can issue a statutory demand.



Commence court proceedings.

2. The debtor acknowledges the debt but can't pay



A good option is to try and negotiate a commercial settlement with your debtor, for instance, a repayment plan.



If you agree to a repayment plan, make sure that you record any payment terms in writing.

3. The debtor denies that the debt is owed



A debtor will usually set out the reasons why they believe they don't owe the outstanding amount.



You can either reply and provide further details, or you can begin court proceedings.

NEGOTIATION TIPS

If the debtor acknowledges the debt, you should use this opportunity to find out why they haven't paid, and whether they can pay within a reasonable timeframe. A debtor may have simply forgotten to pay the debt or need an extension of time.

Some key points to remember when negotiating with your debtor are set out below.



Gather information about your debtor's financial position:

For example, you could conduct a credit check to see if they have a history of bad debts. This can be done through organisations such as InfoTrack or GlobalX, which offer a range of property, company and litigation searches so you can piece together the debtor's assets and financial position.



Remain professional:

A debtor is unlikely to respond to angry letters and this type of conduct may reduce your chances of getting paid.



Be open to counter offers:

You should always consider a reasonable, realistic offer of repayment. Another option is to accept a discounted amount of the debt owing. This is a sensible approach if there is a genuine dispute over the debt, for example, the quality of your goods or services.



Know your minimum acceptable offer:

This may be a discounted amount, or instalments. But be realistic and ensure that the debt is paid within a reasonable time frame.



Put your debtor on notice about the next steps:

Let your debtor know if you intend to engage a debt collection agency or commence legal proceedings and when this will occur.



Document any agreement:

Any agreement that you reach with your debtor should be written down generally in a Deed of Settlement if the amount in question is substantial. This can help avoid any future disputes about the debt.

A few definitions to help guide you through the court process on the next page:

- Affidavit – A person's evidence or statement of facts in written form, for instance, when, where and how the debt as incurred and how much it is.
- Default judgment – An application to the court to have the matter finalised.
- Notice of defence – How the debtor tells you and the court that they admit or deny the debt.
- Pre-trial review or pre-hearing conference – Where the parties or their representatives attend court (either in person, online or by phone) to get a timetable set for the future direction of the matter, including the preparation of evidence and to obtain a hearing date.
- Statement of claim – Sets out the details of the dispute.

TAKING YOUR MATTER TO COURT

If the debtor doesn't respond to the letter of demand, you may consider pursuing your debt in court. You should only consider this option once you have attempted to recover the debt outside of court.

Even once court proceedings have commenced, you can still reach a settlement without needing to go through the entire process. We have summarised the key steps below and explained some of the terms commonly used in debt recovery court proceedings.

Key Players



Judge/Magistrate

Who hears your case depends on which court you are in.



Plaintiff

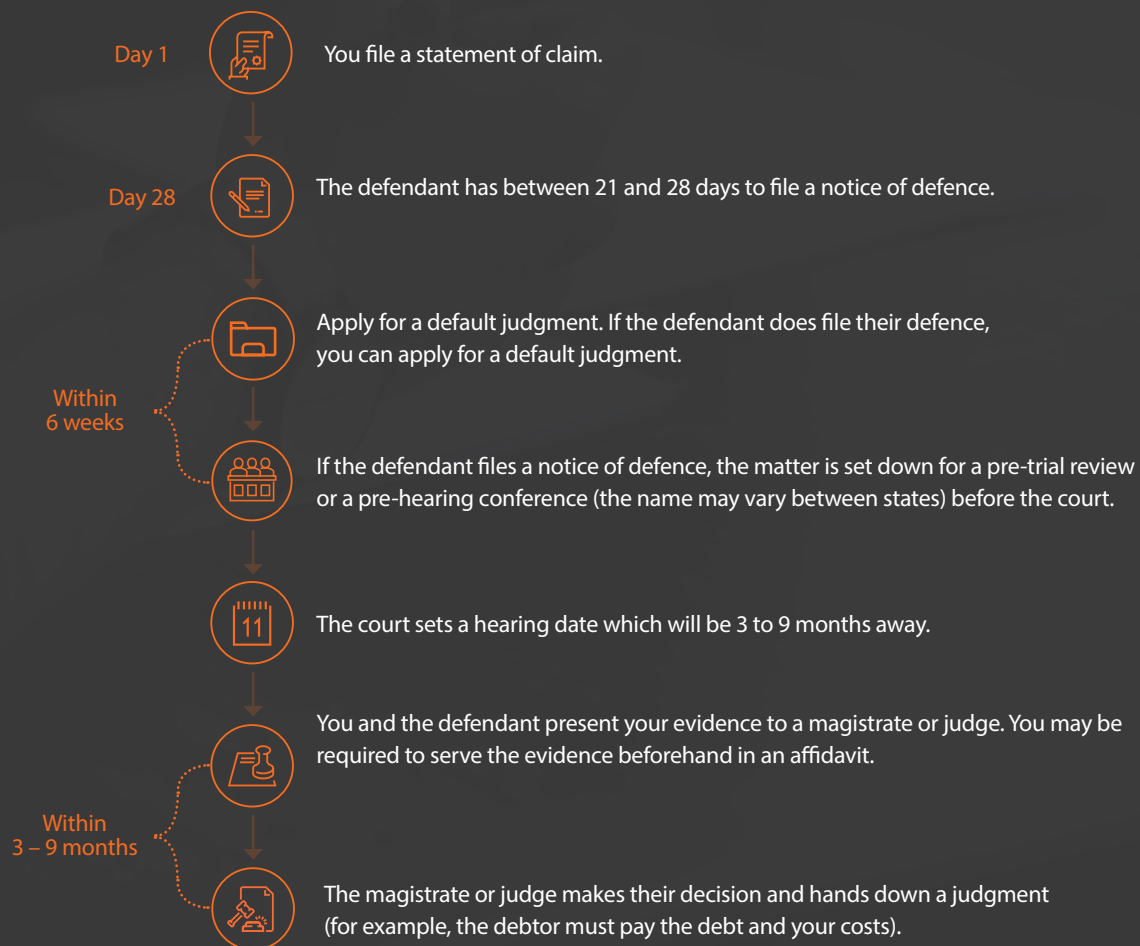
In a debt recovery proceeding, you are the plaintiff.



Defendant

The debtor.

Timeline



If successful...

The debt becomes a judgment debt you can enforce.



If unsuccessful...

The court may order you to pay a substantial portion of the debtor's legal costs.

DRAFTING A STATEMENT OF CLAIM

Filing a statement of claim is part of the first formal step to begin court proceedings. A statement of claim needs to be drafted following the rules of court. The rules of court are generally available on the court's website along with downloadable versions of the forms.



Striking Out a Claim

If the claim is not drafted in accordance with the rules (i.e. if it fails to set out the facts and details required), your debtor can ask the court to 'strike out' or invalidate your claim. A court can also order you to re-plead or amend the claim, which could lead to delays and additional costs.

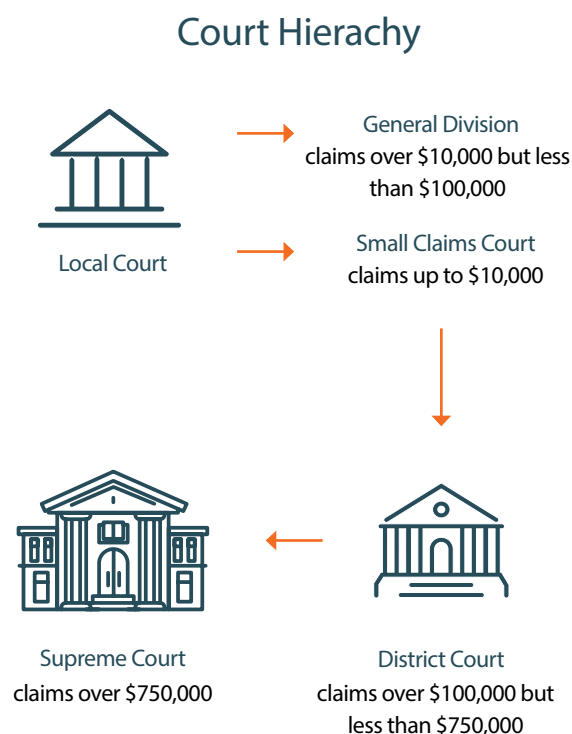
Your claim should set out the facts that you will rely on to prove your case, called pleadings, and the details that support the facts, called particulars.

You will need to provide your lawyer with the following information:

- The names of the parties to the agreement. This information is critical, and it's important that you don't simply use a business name, but the name of the legal entity that entered into the transaction.
- The date the agreement was entered into. This could be the date the goods or services were sold or it could be the date the parties signed the contract.
- A copy of any written agreement, and written correspondence between you and the debtor, such as emails.
- What you did to perform your end of the bargain. For example, did you deliver the goods? Did you perform the services you were asked to?
- Information about any delays or issues with the goods or services provided.
- The dates and amounts of any part payments or instalments the debtor has made.
- Details of any attempts you have made to recover the outstanding debt, including copies of letters of demand or other correspondence requesting payment.

Choosing the right court to hear your claim

The amount of your debt will determine which court can hear your claim.



Serving a statement of claim

Once you have decided to proceed with your claim in court, the next step is to serve your claim on the debtor. Service simply means the formal delivery of a legal document.

There are very specific rules around how you must serve a debtor certain legal documents. The rules differ depending on whether your debtor is an individual or a company. If you don't comply with these rules, there are serious consequences.



Consequences for Improper Service

Incorrect or improper service can also cause considerable delays and add to the costs of the proceedings. So it's important to speak with your lawyer and ensure that you are serving the debtor in compliance with the rules of court.

RECOVERING LEGAL COSTS

The general rule is that a successful party will be awarded their legal costs by the court and the unsuccessful party will pay those costs. The amount you can recover will depend on several factors, including the amount of your claim.

Even if you win in court, you will usually need to pay some of your legal fees out of pocket, and if the other side is successful on part of the claim, they may be entitled to their costs for that portion.

COURT PROCESS

After you have filed and served your statement of claim, the debtor has between 21 and 28 days to respond. A debtor can respond to the claim in a number of ways, but typically, their response will be to either:

- file a defence and defend the claim; or
- leave the claim undefended.

If the debtor chooses to leave the claim undefended, they may:

- completely ignore the claim;
- pay the total amount owing; or
- file an acknowledgement of the claim.



DEFENDED COURT PROCEEDINGS PROCESS



If your debtor files a defence, there are some steps you will need to take before a court hears your claim.

Your lawyer may attend court for a directions hearing or call over. At this preliminary hearing, your lawyer will appear before a registrar or judge who decides the next step that the case must follow.

Directions hearings occur regularly throughout the court process because the direction of the case, such as deadlines for evidence and the hearing date, may have changed depending on what has happened since the last hearing. The purpose of regular directions hearings is so the court can manage the progress of your matter and make appropriate orders to allow the parties to either resolve the matter or proceed to a hearing.

You and the debtor may also be required to attend court if:

- one party seeks a specific order such as to set aside a default judgment. The registrar or judge will hold a hearing to decide on the application;
- one party needs more time to collate evidence. They may apply to the court to postpone the hearing to a later date (also known as an adjournment); or
- one party fails to meet court deadlines. If you miss a court deadline, you may be required to attend court to persuade a registrar or judge why they shouldn't dismiss your claim or defence.



What Orders Can a Court Make at a Directions Hearing?

A court can make any number of orders depending on the issues raised. Common orders include:

- a timetable setting out a number of matters that you and the debtor must address by a specific date, for example, filing and serving evidence;
- an order for the parties to attend mediation; or
- an order for the parties to amend their pleadings (if necessary).

Settlement Discussions

While you are preparing for the court hearing, you and your lawyer will usually engage in some type of negotiation with the other side to attempt to resolve the matter without going to court.

Settlement negotiations directly between parties who are locked in legal proceedings can sometimes be heated and not overly productive, so having your lawyer conduct these discussions or negotiations for you can often lead to a better outcome.

These negotiations can occur through without prejudice written correspondence. Marking a letter or email without prejudice enables you to negotiate freely and make offers of compromise, because it means the debtor cannot use the correspondence against you in court if the negotiations fail.

Settlement Conference/Mediation

Before a court will hear your matter, the court will usually order that you attend a settlement conference or mediation. The purpose of a settlement conference or mediation is for you and the debtor to try and reach a commercial outcome in an informal setting. Importantly, what is said at the conference or mediation cannot be used as evidence if the matter goes to court. This means you and the debtor can negotiate without hurting your chances if the matter proceeds to a hearing.

UNDEFENDED PROCEEDINGS

If your debtor does not file a defence within 28 days, you can apply for a default judgment. A default judgment is an application to the court to have the matter finalised. If the court grants your application, you may move forward with enforcing the court's judgment against the debtor to recover the debt.



HOW TO GET PAID

After a court has awarded a judgment that requires the debtor to pay you, the next step is enforcing the judgment — that is, collecting your money. How you choose to enforce the debt will depend on several factors, such as:

- the size of the debt;
- how much it costs to enforce the debt (for example, fees may apply to enforce the judgment); and
- whether the debtor is an individual or a company.



How Long Do I Have to Enforce the Judgment?

A judgment debt will include the amount of money the debtor owes, any accrued interest (set out either in your contract or under statute), and your legal and court filing fees.

Depending on which state you're pursuing your debt in, you have between 6 and 15 years from the date the court makes their decision to recover your debt. If you don't enforce the judgment, then it will lapse and become legally unenforceable.

If, however, you intend to commence bankruptcy proceedings (i.e. apply to bankrupt an individual debtor) to enforce a judgment, a court will not issue a bankruptcy notice if more than six years has passed since the decision.

How to choose an enforcement option

If a debtor doesn't pay following a court order, it's important to consider the modes of enforcement available to you. In order to do so, you will want to find out:



Does the defendant have any assets, and if so, what types of assets?



Does a third party control the assets, or are the assets held in a trust for beneficiaries?



What is the value of the assets compared to the amount of the debt, and will they be enough to cover the whole debt?



How Can I Discover Whether the Debtor Can Pay?

There are several methods to determine a debtor's financial position, including:

- posting an examination notice to the debtor. This will require the debtor to answer questions about their financial position and provide supporting documents within a certain time frame. Examination notices must be filed with the court. If the debtor does not return this notice within 28 days, you can then file an application for an examination order with the court. This is a court order that requires the debtor to attend court with their financial information.
- property searches on companies and individuals, to determine whether they own any property that could be sold to cover the debt;
- litigation searches to see if there is other pending litigation against the debtor; and
- searches of the National Personal Insolvency Index (NPII). These will show if there are pending bankruptcy proceedings against the debtor as well as previous names of the debtor.

ENFORCEMENT OPTIONS

Seizing the debtor's property

A writ for the levy of property is a court order that requires the local sheriff to seize and sell the debtor's personal property, for example, shares or cars. A writ is valid for 12 months and can be an inexpensive enforcement option, particularly if you know what assets the debtor has that a sheriff can seize.

? What Property Can a Sheriff Seize?

The sheriff can seize and sell houses, jewellery, tax refunds and even lottery winnings. The sheriff cannot take household items from the debtor such as clothes, bedroom or kitchen furniture and tools of trade.

Garnishee Orders

You can also apply to the court for a garnishee order. A garnishee order directs a third party like a bank or employer (the garnishee) to pay the creditor using money from the debtor's bank account or their wages. Where money is taken out of the debtor's wages, the employer must leave the debtor with a minimum amount to cover their weekly living expenses.

Winding up the debtor's company

If the debtor is an Australian company and the debt owed is more than \$2,000, you can apply to 'wind up' their company. Winding up is a process where a company's assets are liquidated, and the company ceases to exist.

Winding up a company can be an expensive process, and there is a risk that you may not recover your debt. However, it can prove effective if a company has assets. Additionally, a statutory demand or winding up application can force a company to the negotiating table fairly quickly.

Before commencing a winding up application, you should consider:

- What are the costs of winding-up a company compared to the amount of the debt? This includes legal costs, court costs and filing fees.
- What are the risks of not getting paid once the liquidator has distributed the company's assets? How many other creditors are there, and do they have a secured interest that might take preference over yours? A secured interest is where a creditor has a legal right or claim over the debtor's property, like a mortgage. Secured creditors will always get paid ahead of unsecured creditors as they rank higher in the liquidation pecking order.

WHAT STEPS ARE INVOLVED IN WINDING UP A COMPANY?



BANKRUPTING A DEBTOR

Once the court decides that an individual debtor must pay the debt, and if the debt is over \$5,000, you can take steps to have the debtor declared bankrupt.

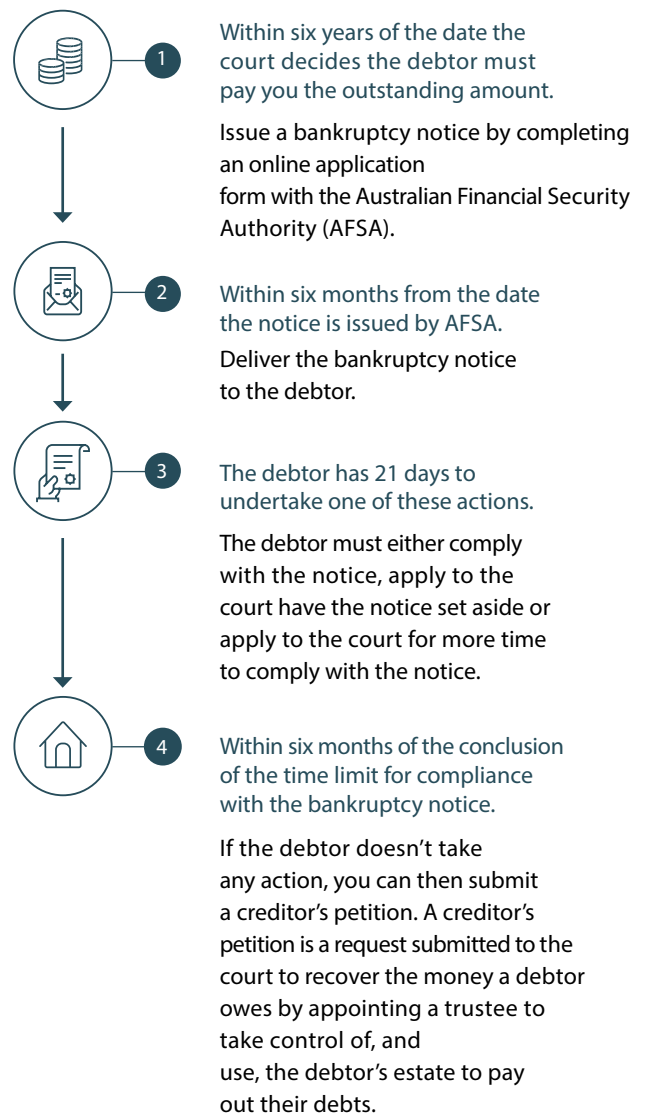


You can only take steps to have an individual debtor declared bankrupt, not a company.

Your lawyer will help you decide whether to move forward with bankruptcy proceedings, and will consider the following questions:

- What assets or funds does the debtor have to pay the debt? Bankrupting your debtor will not help you get paid if the debtor has no funds or assets.
- What other creditors does the debtor have? Are they secured creditors? A secured creditor's debts will be prioritised over your debt when it comes to getting paid.
- What are the costs involved in bankrupting your debtor? This includes legal costs, court fees and filing fees. If the cost of bankrupting a debtor is more than the debt, then bankruptcy proceedings may not be much use.
- What is the debtor's financial position? Your debtor may only have short-term cash flow problems, which may mean you can negotiate a repayment plan and avoid a costly court matter. A lawyer can help you negotiate and document any repayment arrangement reached between the parties.

Bankruptcy Process



FINAL WORD

Managing cash flow is crucial for any business. There are many steps you can take to ensure that your customers pay you on time, including clear payment terms and prompt invoicing. The most important strategy is to maintain open communication with your customers. If this doesn't work, then you may consider issuing a letter of demand or, if the debtor still doesn't pay, pursuing your debt in court.

While the debt recovery process can seem daunting, you can take steps to ensure that you approach debt recovery sensibly and with a commercial outlook to get results.

Checklist

- ☐ Ensure that your business' terms and conditions provide enforceable options for debt recovery.
- ☐ Review your business' terms and conditions regularly to ensure they remain relevant and up-to-date.
- ☐ Issue all customers with a copy of your business' terms and conditions as soon as they engage you.
- ☐ Issue invoices promptly, and ensure they set out all the details necessary for your customers to make prompt payment.
- ☐ Follow up with your customer if you don't receive payment by the due date.
- ☐ Record any correspondence with your customers about payment, including any reminders sent.
- ☐ Consider your debt recovery options if your customer still doesn't pay.
- ☐ Talk to a debt recovery lawyer to discuss how to get paid quickly.

GLOSSARY

Adjournment

A court order to postpone any event in the timetable of a debt recovery matter, for example, a hearing date.

Affidavit

A person's evidence or statement of facts in written form. A party can either affirm or swear by a God that the contents of the affidavit are true.

Alternative Dispute Resolution (ADR)

An alternative to the court process that involves an impartial third party facilitating the resolution of the dispute. ADR can include mediation, conciliation and arbitration.

Australian Securities and Investments Commission (ASIC)

The Australian government regulator for corporate and financial services law.

Business Terms and Conditions

The legal agreement between a business and its customers, including payment methods and dispute resolution. Business terms and conditions may be referred to as sales terms and conditions (e-commerce stores), client agreement (service businesses) or marketplace terms and conditions (online marketplaces).

Court Filing Fees

The fees the court registry charges for filing certain forms. The fees vary between each court, however, you can confirm the fees you must pay either online or by calling the relevant court registry.

Creditor

A person or company that is owed money.

Creditor's Petition

A request submitted to the court to recover the money a debtor owes by appointing a trustee to take control of, and use, the debtor's estate to pay out their debts.

Debtor

A person or company that owes money to another party.

Default Judgment

A judgment made by the court against the debtor without a court hearing.

Directions Hearing

A court attendance that occurs after the first call-over but before the final hearing. The court reviews the progress of the case and makes orders about the timetable of the proceedings.

Due Diligence

The steps a person takes to determine the financial position of a debtor.

Enforcement Action

The legal steps a party can take to enforce a judgment debt, including bankruptcy proceedings and garnishee orders.

Examination Notice/ Order	A form or application to the court that requires a debtor to answer questions about their assets, income and other debts, and provide documents showing their financial position.
First Call-Over	The parties' first court attendance in legal proceedings where a judge or registrar decides the next step that the case must follow.
Garnishee Order	A court order that directs a third party, like a bank or employer (the garnishee), to pay the creditor using money from the debtor's bank account or their wages.
Insolvency	Where a company cannot pay all of its debts when they become due and payable.
Judgment Debt	A sum of money the court has ordered a party to pay as part of a judgment.
Letter of Demand	A letter that a creditor issues to a debtor that sets out the debt amount, demands the debtor make payment by a certain date and the consequences if they don't make payment.
Mediation	An ADR process where parties meet with an impartial mediator and attempt to reach an out-of-court settlement. The mediator is a facilitator only and so their decision will not be binding on the parties.
Particulars	The facts that support the allegations in a party's pleadings.
Pleadings	Written statements outline the claim or the defence.
Presumption of Insolvency	A principle that creditors can rely on to establish a debtor company is insolvent (e.g. a failure to keep accounting records or a failure to comply with a statutory demand within 21 days).
Process Server	A third party that is engaged to carry out service of documents for court proceedings.
Secured Creditor	A creditor that obtains an interest in one or more of a debtor's assets, such as a mortgage, as security for the debt. A secured creditor's debt is prioritised over an unsecured creditor's.
Service Costs	Costs incurred in attempting to serve legal documents on another party, such as postage costs or the costs of engaging a process server.

Statement of Claim

A formal court document which sets out your claim against the debtor. A statement of claim is referred to as a complaint form in Victoria.

Statutory Demand

A demand that a creditor issues to a debtor company under the Corporations Act 2001 (Cth) that requires the debtor pay the debt within 21 days.

Unsecured Creditor

An individual or company that lends money, but does not secure the loan with a security over the borrower's assets. Your status as an unsecured creditor determines your position in receiving payment if a company enters financial difficulty.

Winding Up

A process where a company's assets are liquidated, the proceeds are distributed to creditors, and it ceases to exist as a company.

Without Prejudice

The legal privilege that applies to the correspondence between a creditor and the debtor for the purposes of resolving the dispute.

Writ for Levy of Property

A court order that requires the local Sheriff to seize and sell the debtor's personal property.



ABOUT LEGALVISION

LegalVision is a market disruptor in the commercial legal services industry. Our innovative business model and custom-built technology assist our lawyers to provide a faster, better quality and more cost-effective client experience. LegalVision is a leader in delivering legal services in Australia and has assisted more than 110,000 businesses. The firm was awarded NewLaw Firm of the Year at the Australian Law Awards and was named 2018 Fastest Growing Law Firm in APAC by the Financial Times.

We encourage readers to draw on the insights in this handbook wherever useful. If you would like any further information, please call us on 1300 544 755.

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ABOUT THE AUTHORS



Noam Greenberger

Noam is a Practice Leader in LegalVision's Dispute Resolution and Litigation team. He has extensive commercial litigation experience and heads up LegalVision's Melbourne office. His major areas of practice include general commercial disputes and debt recovery. Noam regularly handles litigious matters in the various state Supreme Courts and the Federal Court, as well as in the Victorian Civil and Administrative Tribunal (VCAT).



Vanessa Swain

Vanessa is a Lawyer in LegalVision's Dispute Resolution and Litigation team focusing on debt recovery as well as general commercial litigation. Vanessa has gained invaluable experience working on debt recovery disputes which required a commercial approach to legal advice.

OUR AWARDS



2017 NewLaw Firm of the Year Winner
Australian Law Awards



2017 Customer Service Experience of the Year
Finalist Optus MyBusiness Awards



2017 Client Service and Delivery Award Winner
InfoTrack Client Centricity Awards



2017 Diversity Law Firm of the Year Finalist
Women in Law Awards



2016 Innovator of the Year Winner
Australian Law Awards



2016 Professional Services Business of the Year
Optus MyBusiness Awards



2016 Client Service and Delivery Award Winner
InfoTrack Client Centricity Awards



2016 Best Practice in Knowledge Management
Chilli IQ Lawtech Awards







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