

## Settlement Agreement

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MERCEDES-BENZ FINANCIAL SERVICES AUSTRALIA PTY LTD (ACN 074 134 517)  
BRETT JAMES DICKSON



**MELBOURNE**

Level 21, 114 William St  
Melbourne, VIC 3000  
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## Details

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### Parties

<b>MBFSA</b>	Name	Mercedes-Benz Financial Services Australia Pty Ltd ( <b>MBFSA</b> )
	ACN	73 074 134 517
	Address	1/41 Lexia Place, Mulgrave VIC 3170
	Email	sofian.tay@mercedes-benz.com
	Attention	Sofian Tay

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<b>Dickson</b>	Name	Brett James Dickson
	Address	46/84 Kings Canyon Street, Harrison ACT 2914
	Email	<a href="mailto:brett.dickso@gmail.com">brett.dickso@gmail.com</a> <a href="mailto:brett.dickson72@yahoo.com.au">brett.dickson72@yahoo.com.au</a>
	Phone	0481981849

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### Background

- A On or about 16 May 2018, MBFSA and Mr Brett James Dickson (**Dickson**) entered into a Consumer Loan Contract (**Agreement**) in writing whereby the Plaintiff agreed to advance \$74,303.52 in exchange for a mortgage over a 2018 Mercedes-Benz C200 W205 808MY sedan with VIN number WDD2050422R392254 and Engine number 27492031362950 (**Vehicle**).
- B Dickson failed to make punctual payment of the amounts due and payable in accordance with the Agreement and the Vehicle was subsequently repossessed and sold by the MBFSA and the net sale proceeds were applied to reduce the indebtedness of the Dickson to the MBFSA.
- C On or about 18 February 2020 and 16 March 2020, MBFSA demanded payment of the shortfall due under the Agreement from Dickson.
- D On or about 8 September 2022, MBFSA commenced legal proceedings against Dickson in the Magistrates Court of Victoria in proceeding number N11952090 (**Proceeding**) seeking recovery of the monies due under the Agreement.
- E On or about 9 September 2022, Dickson was personally served with the Complaint issued in the Proceeding.
- F MBFSA and Dickson have agreed to settle all issues relating to the Proceeding in accordance with the terms of this Settlement Agreement.

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**Date of Settlement  
Agreement**

2022

## 1. Interpretation and precedence

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### 1.1 Definitions

In this Settlement Agreement the following definitions apply:

**Agreement** means the Consumer Loan Contract entered into between MBFSA and Brett James Dickson on or about 16 May 2018.

**Business Day** means a day that is not a Saturday, Sunday or public holiday in Victoria.

**Proceeding** mean the proceeding issued by MBFSA against Brett James Dickson in Magistrates Court of Victoria in proceeding number N11952090.

**Settlement Agreement** means this document including any schedule or annexure to it.

**Total Debt Amount** means the full amount owed by Mr Dickson pursuant to the Agreement and plus costs in the Proceeding, broken down as follows:

Claim	\$27,795.80
Costs	\$1,786.40
<b>Total Debt Amount</b>	<b>\$29,582.20</b>

**Vehicle** means 2018 Mercedes-Benz C200 W205 808MY sedan with VIN number WDD2050422R392254 and Engine number 27492031362950

### 1.2 Interpretation

In this Settlement Agreement:

- (a) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (b) words such as including or for example do not limit the meaning of the words preceding them;
- (c) a reference to a document or instrument, including this Settlement Agreement, includes all of its clauses, paragraphs, recitals, parts, schedules and annexures;
- (d) a party includes the party's successors and permitted transferees and assigns and if a party is an individual, includes executors and personal legal representatives;
- (e) an obligation or liability assumed by, or a right conferred on, two or more parties binds or benefits them all jointly and severally;
- (f) no provision of this Settlement Agreement will be construed to the disadvantage of a party merely because that party was responsible for preparing this Settlement Agreement or including the provision in this Settlement Agreement; and
- (g) all monetary amounts are expressed in Australian Dollars (\$AUD).

## 2. Terms of Settlement

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- a) Subject to the provisions of this Settlement Agreement, Dickson shall pay the sum of \$29,582.20 (**Total Debt Amount**) to MBSFA by way of monthly instalments of \$800.00 as follows:
  1. the first instalment to be made on 15 January 2023; and
  2. the second and subsequently instalments to continue on a monthly basis thereafter until the Total Debt Amount is paid in full.



b) The Total Debt Amount is to be paid to the following bank account:

Account Name: Mercedes-Benz Financial Services Australia  
Bank Name: Westpac  
BSB: 034-002  
Account No: 441569  
REF: 439793  
Remittance: sofian.tay@mercedes-benz.com

c) Upon execution of this Settlement Agreement, the parties shall sign the Minute of Consent Orders at annexure 'A', allowing for the following which is to be filed by the MBFSA and/or its representatives within three (3) business days of executing the Settlement Agreement:

1. The Complaint be dismissed with a right of reinstatement by the Plaintiff.
2. No order as to costs.

### **3. Charge**

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- a) Dickson consents that MBFSA can charge any land realty or any other asset capable of being charged, that Dickson may have now or in the future and agree to mortgage and/or charge any joint and/or several interest in the said land, realty or any other asset to MBFSA to secure all amounts and other monetary obligations payable under this Settlement Agreement.
- b) Dickson acknowledge and agree that MBFSA shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.
- c) Within seven (7) business days of receiving the Total Debt Amount in cleared funds, MBFSA will remove any caveat lodged.

### **4. Default**

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- a) If Dickson fails to comply with provisions of this Settlement Agreement, whether in whole or in part:
  - a. Dickson must immediately pay MBFSA the Total Debt Amount, less any payments received following execution of the Settlement Agreement.
  - b. MBFSA will be entitled to and without further notice:
    - i. file the Minute of Consent Order at annexure 'B';
    - ii. do all things necessary to recover the Total Debt Amount pursuant to the Settlement Agreement; and/or
    - iii. take action under this Settlement Agreement to recover the Total Debt Amount (less any payments received) pursuant to the Settlement Agreement.
- b) The parties agree that this Settlement Agreement may be produced to the Court as evidence of the parties' intentions in the event of default. An affidavit by a solicitor acting for MBFSA is sufficient evidence of:
  - i. Dickson's default under this Settlement Agreement;
  - ii. the amounts due and outstanding to MBFSA by Dickson;

- iii. consent from Dickson to judgment being entered against her and such judgment being in favour of MBFSA; and
- iv. Dickson agreeing to pay MBFSA's legal costs, on an indemnity basis, in respect of enforcing this Settlement Agreement.

## **5. Release**

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- a) Upon execution of this Settlement Agreement, Dickson releases and forever discharges MBFSA from all liability, claims, suits, demands, actions or proceedings whether past, present or future, relating to or arising out of the Agreement and the Proceeding.
- b) Upon satisfaction of each of the obligations set out in this Settlement Agreement, MBFSA releases and forever discharges Dickson from all liability, claims, suits, demands, actions or proceedings whether past, present or future, relating to or arising out of the Agreement and the Proceeding.

## **6. Confidentiality**

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The contents of this Settlement Agreement are strictly confidential. A party must not disclose or permit to be disclosed either directly or indirectly the content of this Settlement Agreement, or details of any discussions or negotiations between the parties in relation to this Settlement Agreement, except:

- a) with the express written consent of each other party;
- b) to the extent required by law; or
- c) on a confidential basis and need-to-know basis to any of their insurers or professional advisers (such as legal and financial advisors and accountants).

## **7. Independent legal advice**

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All parties acknowledge that they have been afforded the opportunity to obtain independent legal advice and confirm, by the execution of this Settlement Agreement, that it has either done so or waived its right to do so in connection with the entering into of this Settlement Agreement.

## **8. Notices**

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- a) A notice or other communication connected with this Settlement Agreement (**Notice**) has no legal effect unless it is in writing and signed by the sender or a person authorised by the sender.
- b) In addition to any other method of service provided by law, the Notice may be:
  - i. sent by prepaid ordinary post to the address for service of the addressee, if the addressee is in Australia, in which case the Notice is treated as given and received on the 5th Business Day after posting;

- ii. sent by prepaid priority post to the address for service of the addressee, if the addressee is in Australia, in which case the Notice is treated as given and received on the 3rd Business Day after posting;
  - iii. sent by prepaid airmail if the address for service of the addressee is overseas;
  - iv. sent by email to the email address of the addressee, in which case the Notice is treated as given and received at the time shown on the sent email, unless the sender's computer reports that the mail has not been delivered; and
  - v. delivered in person, in which case it is taken to have been given upon delivery.
- c) If a Notice is served by a method provided by law but is not provided by clause b), and the service takes place after 5.00pm on a Business Day, or on a day which is not a Business Day, it must be treated as taking place on the next Business Day.

## **9. No disparagement**

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The parties will not disparage each other or any representative of any party.

## **10. Time is of the essence**

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Time is of the essence of this Settlement Agreement.

## **11. Waiver**

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### **10.1 No waiver**

If a party:

- a) fails to exercise any right given by or under this Settlement Agreement;
- b) permits a relaxation or indulgence to another party; or
- c) does not exercise any right fully or at a given time,

that is not a waiver of that right, and the party may still exercise it later.

### **10.2 Waiver must be in writing**

Waiver of any power or right under this Settlement Agreement:

- a) must be in writing, signed by the party entitled to the benefit of that power or right; and
- b) is effective only to the extent set out in the written waiver.

## **12. Costs**

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All legal costs associated with the preparation and execution of this Settlement Agreement are to be borne by the parties.



### **13. Further assurance**

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Each party must, at its own cost, when requested by another party to do so, promptly do or cause to be done everything reasonably necessary to give full effect to the terms and conditions of this Settlement Agreement.

### **14. Counterparts**

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This Settlement Agreement may be in any number of counterparts (whether in original form or by a copy transmitted by facsimile or email) and all executed counterparts constitute an original document and when taken together will constitute one document.

### **15. Variation**

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An amendment or variation to this Settlement Agreement is not effective unless it is in writing and signed by all the parties.

### **16. Severability**

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If any part of this Settlement Agreement is found to be void or unenforceable, that part of the Settlement Agreement will be read down or severed to the extent necessary and the rest of the Settlement Agreement will have full force and effect.

### **17. Governing law and jurisdiction**

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- a) This Settlement Agreement is governed by and is to be construed in accordance with the laws applicable in Victoria.
- b) The parties submit all matters arising out of or in connection with this Settlement Agreement to the exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts.

18. **Annexure A**

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**Execution**

**EXECUTED** as a SETTLEMENT AGREEMENT

Date of execution:

.....

**Signed** for and on behalf of **MERCEDES-  
BENZ FINANCIAL SERVICES  
AUSTRALIA PTY LTD (ACN 074 134  
517)** by its Attorneys under its Power of  
Attorney dated 14 June 2019 and the  
Attorneys declare that the Attorneys have  
not received any notice of the revocation  
of such Power of Attorney:

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)  
)  
)  
)  
)  
)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (BLOCK LETTERS)

\_\_\_\_\_  
Name (BLOCK LETTERS)

**Signed** by **BRETT JAMES DICKSON**  
in the presence of:

)  
)



\_\_\_\_\_  
Signature of Witness



\_\_\_\_\_  
Signature of Brett James Dickson

*Njoud Willans*

\_\_\_\_\_  
Name of Witness

**IN THE MAGISTRATES' COURT  
OF VICTORIA  
AT MELBOURNE**

Case No. N11952090

BETWEEN

**MERCEDES-BENZ FINANCIAL SERVICES AUSTRALIA PTY LTD (ACN 074 134 517)**

Plaintiff

and

**BRETT JAMES DICKSON**

Defendant

**MINUTE OF CONSENT ORDERS**

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Date of Document:	Solicitors Code: 108970
Filed on behalf of: Plaintiff	Tel No: (03) 9008 5954
Prepared by: Law Squared	Email: nmarkovski@lawsquared.com
Level 21, 114 William Street	Attention: Natalie Markovski
Melbourne VIC 3000	Ref: MA-01940

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**BEFORE:**

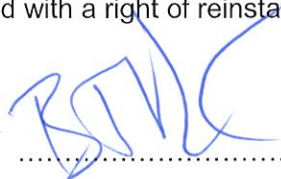
**TYPE OF ORDER:** In Chambers Order (based on signed Minutes of consent orders dated .....)

**DATE OF ORDER:**

**ORDERS:**

1. The Complaint be dismissed with a right of reinstatement by the Plaintiff.
2. No order as to costs.

.....  
**Signature of Solicitor for Plaintiff**  
Law Squared

  
.....  
**Signature of the Defendant**



**19. Annexure B**

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**IN THE MAGISTRATES' COURT  
OF VICTORIA  
AT MELBOURNE**

Case No. N11952090

BETWEEN

**MERCEDES-BENZ FINANCIAL SERVICES AUSTRALIA PTY LTD (ACN 074 134 517)**

Plaintiff

and

**BRETT JAMES DICKSON**

Defendant

**MINUTE OF CONSENT ORDERS**

---

Date of Document:	Solicitors Code: 108970
Filed on behalf of: Plaintiff	Tel No: (03) 9008 5954
Prepared by: Law Squared	Email: nmarkovski@lawsquared.com
Level 21, 114 William Street	Attention: Natalie Markovski
Melbourne VIC 3000	Ref: MA-01940

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**BEFORE:**

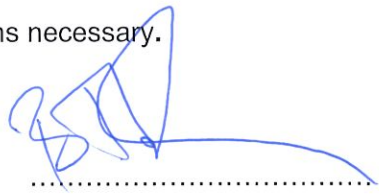
**TYPE OF ORDER:** In Chambers Order (based on signed Minutes of consent orders dated .....)

**DATE OF ORDER:**

**ORDERS:**

1. That the Complaint be reinstated.
2. The Defendant pay the Plaintiff the sum of \$29,582.20.
3. The Defendant shall pay the Plaintiff's costs on an indemnity basis in respect of enforcing the Settlement Agreement.
4. Any other order the Court deems necessary.

.....  
**Signature of Solicitor for Plaintiff**  
Law Squared

  
.....  
**Signature of the Defendant**