



Terms and Conditions

1. Agreement

This client agreement constitutes an agreement between Real Credit Repairers and {CLIENT NAME}.

2. Our Services

I, {CLIENT NAME}, engage and authorise Real Credit Repairers to:

- (a) make requests in relation to credit reporting information or credit eligibility information about you under sections 20R(1) or 21T(1) of the Privacy Act;
- (b) advise you in relation to the reparability of credit reporting information or credit eligibility information about you; and
- (c) on your behalf, request a credit reporting body or credit provider to correct personal information about me pursuant to sections 20T or 21V of the Privacy Act,

(Services).

Subject to your compliance with clause 3, Real Credit Repairers will perform the services.

3. Fees – Two (2) Part Structure

In consideration of Real Credit Repairers agreeing to perform the services, {CLIENT NAME} agrees to pay Real Credit Repairers:

Real Credit Repairers has two fees associated to the services provided

Part 1: - \$295.00 (including GST) Application Fee – this is non-refundable fee

Part 2: - No Win, No Removal Success Fee

- (a) **\$764.50 (including GST)** for **first** removal, improvement and/or confirmation of conditional agreement to remove any Default and Serious Credit Infringement on your credit file when received in writing.
- (b) **\$385.00 (including GST) per** each subsequent removal, improvement and/or confirmation of conditional agreement to remove any Default and Serious Credit Infringement on your credit file when received in writing.
- (c) **\$968.00 (including GST) per** removal, improvement and/or confirmation of conditional agreement to remove any Court Default Judgment on your credit file when received in writing.
- (d) **\$434.50 (including GST) per** removal and/or improvement **of any Identity mix up/cross reference or removal of fraudulent credit enquires** on your credit file when confirmation of removal and/or improvement has been received in writing.



4. Payment of Fees

- (a) Should any Credit Provider require payment of the debt amounts or settlement amounts relevant to amounts outstanding, you acknowledge and agree that there will be no delay in payment of Real Credit Repairers invoiced fees pertaining to the removal and/or improvement stated in clause 3. This means, should you still owe money on a debt and the credit provider advises Real Credit Repairers in writing that they are willing to remove and/or improve the default/court action conditional upon the outstanding amount being paid, then our fee is due upon that written advice, as opposed to when or if you pay the debt.
- (b) In consideration of Real Credit Repairers agreeing to perform the services, under our payment plan option, {CLIENT NAME} understands and agrees to the following:
- (c) Indicate admission of full amount owing as per invoice.
- (d) Client will correspond with the Account Department within 24 hours of receiving the Removal Invoice to organise payment. Failure to do so will result in overdue fees and any further default investigations will be placed on hold until payment arrangement is made.
- (e) If entering into a Real Credit Repairers payment plan option, you understand and agree to an additional fee of \$110.00 pertaining to an administrative fee which is payable in addition to clause 3 invoiced fees. This fee is **NOT** payable on Application Fee payment plans.
- (f) All payment plans must be completed over a maximum of 6 weeks from the issue date of invoice
- (g) Have sufficient clear funds available in your account by the due date.
- (h) Application Fee - If your financial institution does not pay a debt requested in accordance with your Direct Debit Agreement, Real Credit Repairers will cease all work in relation to our services outlined in section 2 until all outstanding amount(s) due are paid in full and/or if a mutual agreement has been agreed to by both parties.
- (i) Removal and/or improvement Fee - If your financial institution does not pay a debt requested in accordance with your Direct Debit Agreement, the balance of your invoiced amount(s) will become due and payable in full immediately. No additional payment plans options will be granted. Real Credit Repairers reserve the right to start claim action immediately.
- (j) All additional debt collection costs incurred will be added to your outstanding debt amount.

5. Additional Costs

If required, {CLIENT NAME} agree to reimburse Real Credit Repairers for:

- (a) Court Filing Fees
- (b) To obtain any business/commercial Veda file(s) requested by/on client's behalf

6. Privacy Policy

Real Credit Repairers will comply with our privacy policy.



7. Client Obligations

- (a) You warrant that you are engaging us personally, and not on behalf of any other person.
- (b) You agree to indemnify us and hold us harmless in relation to any claims that you or any third party may have against us in relation to us providing the services or you breaching this agreement.
- (c) You provide us with information that is true and correct to the best of your ability including, but not limited to, personal information, overdue accounts, default history, judgements, personal recollection of the scenarios and situation surrounding each account.

8. Communications and Updates

- (a) If at any time you would like to find out the status of your credit file, the fastest and easiest way to contact your assigned case manager is via your **Credit Repair Cloud portal login Secure Messaging system**.
- (b) We understand that your case is very important, and we treat each case with importance. As you can appreciate, each Case Team Member has a high quantity of cases that they work on each day, so please be patient as responses can take up to 48 hours during Investigation Team Hours - Monday to Friday 9am-5pm **ONLY**.
- (c) If you need to speak with your case manager via phone, you can do this by requesting a phone appointment via Portal Messaging System **ONLY**. No appointment times will be taken over the phone, by our default officer phone messaging system or email. These requests will be deemed **invalid**. **24 hours' minimum request notice must be given to your case manager prior to your requested date and time of your phone appointment**. Your case manager will confirm this appointment request via your Portal Messaging System.
 - I. The 24 hours' request notice and appointments are only valid during the Investigation Team Hours - Monday to Friday 9am-5pm.
 - II. Appointments are **strictly 10 mins only**, so please ensure you have all your question ready to discuss during this time.
- (d) Credit File investigations are actioned as soon as the client has signed these Terms and Conditions/Client Authority and has made the Application fee payment. Depending on the complexity of investigations, result times can vary and range up to six months for completion.

9. No Representations

You agree that you have not been induced to enter into this agreement in reliance on, and you are not relying on, any representations or other warranties made by us.

10. Exclusion of Implied Conditions or Warranties

Any condition or warranty which would otherwise be implied into this agreement is hereby excluded. Where legislation implies any condition or warranty, and that legislation prohibits us from excluding or modifying the application of, or our liability under, any such condition or warranty, that condition or warranty will be included but our liability will be limited for a breach of that condition or warranty to us supplying of the Services again or us paying you the cost of having the Services supplied again.



11. Governing Law and Jurisdiction

- (a) This agreement is governed by the laws of Queensland, Australia.
- (b) The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland, Australia.

12. Definitions

In these terms:

Credit eligibility information has the meaning given to it in the Privacy Act.

Credit reporting information has the meaning given to it in the Privacy Act.

Privacy policy means our privacy policy available on our website.

Privacy Act *Privacy Act 1988* (Cth).

We, us or **our** means Real Credit Repairs Australia Pty Ltd ACN 603 777 091.

You means {CLIENT NAME}, of {CLIENT ADDRESS}, {CLIENT CITY}, {CLIENT STATE} {CLIENT POSTCODE}.

Services mean those specified in clause 2.

I, {CLIENT NAME}, have read, fully understand and agree to Real Credit Repairs Australia Pty Ltd **12 (twelve) Terms and Conditions** stated above and acknowledge these Terms and Conditions by electronically signing the form indicated below.

Client Authority

I, {CLIENT NAME}, of {CLIENT ADDRESS}, {CLIENT CITY}, {CLIENT STATE} {CLIENT POSTCODE}, **Date of Birth** {CLIENT DATE OF BIRTH}, **authorise Real Credit Repairs Australia Pty Ltd ACN 603 777 091 to:**

- (a) act as my agent in seeking access to my personal information held with VEDA Advantage and obtain my current credit file
- (b) make a request in relation to credit reporting information or credit eligibility information about me under sections 20R(1) or 21T(1) in accordance with section 6L of the Privacy Act 1988 (Cth) (Act); and
- (c) on my behalf, request a credit reporting body or credit provider to correct personal information about me pursuant to sections 20T or 21V of the Act.
- (d) to liaise with credit providers and courts on my behalf in order to correct or otherwise deal with any listing or notice which may appear on my credit file including but not limited to any statutory, regulatory, administrative or court document as may be necessary.

This authority continues until I, {CLIENT NAME}, revoke it in writing.