

CREDIT REPAIR AUSTRALIA

Customer Charter

1. DEFINITIONS

In this document, the following words have the meaning given to them:

Charter refers to this Credit Repair Australia Pty Ltd Customer Charter (CRACC).

Cooling Off Period means three (3) business days from the next day after the date of any agreement between **us** and **you**. The Cooling-Off Period terminates at 5pm (AEST) on the last business day of the Cooling-Off Period.

Credit Reporting Body has the meaning given to that term by the *Privacy Act 1988* (Cth) and means a body which conducts the business of collecting, holding, using or disclosing personal information about individuals for the purpose of, or for purposes including the purpose of, providing an entity with information about the credit worthiness of an individual.

Credit Provider means any person or body which provides credit to Our customers or prospective customers whether by way of a financial service or credit for the provision of goods or other services including utilities. It includes government authorities.

Credit Report means any document or record whether electronic or paper on which credit information appears as the term is defined by the *Privacy Act 1988* and includes your identity, credit payment history and any defaults in repayment of any credit granted to **you** by a **credit provider**.

Credit Restoration Services are services for the purpose of improving any person's Credit Report, credit history, credit file or credit rating and any opinion in relation to such services.

Debt Agreement means a formal arrangement entered into by **you** and **your** creditors for the payment of **your** unsecured debts which does not require the appointment of a registered trustee and which has the meaning given to it by the *Bankruptcy Act 1966*.

Domestic Violence means violent, threatening or other behaviour by a person that coerces or controls a member of the person's family or causes them to be fearful.

External Dispute Resolution Scheme or **External Dispute Resolution Body** means a body approved by either the *Australian Securities and Investment Commission* or the *Office of the Australian Information Commissioner* which provides independent dispute resolution services for its members and which does not charge a fee to the consumers/customers of its members who bring disputes to it for resolution.

Information refers to any statement, whether oral or written; document, bank statement; letter; email or other means of communicating any fact about **you** or **your** financial situation.

Informal Options means options to assist you with your debt which do not fall under a formal arrangement within the meaning of the *Bankruptcy Act*.

Insolvency means you are unable to pay all your debts as and when they become due and payable.

Insolvency Services refers to negotiations and other communications with creditors with a view to forming a proposal for the management of debts and may include the negotiation, formation, adoption, management, administration and, where required, registration of Debt Agreements as regulated by the *Bankruptcy Act 1966* (Cth).

Inspector-General in Bankruptcy means the officer given that title by the Bankruptcy Act 1966 and/or their delegate being the Australian Financial Securities Authority.

Personal Insolvency Agreements means a formal registered arrangement between *you* and *your* creditors for the management of debts which requires the appointment of a registered trustee under Part X of the *Bankruptcy Act 1966* (Cth).

Out of Pocket Expenses means the expenses that have, or will be, incurred by us on your behalf but do not relate to service fees.

We or Us or Our means Credit Repair Australia Pty Ltd and any and all of its directors, employees and agents.

You or Yours or Yourself refers to *you* as either *our* customer or prospective customer and includes any person authorised to represent you.

2. INTRODUCTION

This *Charter* is a voluntary customer charter which sets standards of conduct for *us* at Credit Repair Australia Pty Ltd to follow when dealing with *you* as *our* client or prospective client.

It also sets standards for *us* to follow when dealing with other persons such as *credit providers*, *credit reporting bodies* and *external dispute resolution schemes* in the course of *our* providing *our* services to *you*.

3. OUR KEY COMMITMENTS

- 3.1 We will act efficiently, honestly and fairly in all our dealings with *you* as *our* client and any other persons we need to contact on *your* behalf.
- 3.2 We will comply with all relevant laws and regulations and overseeing government bodies in *our* dealings with *you* and with other persons in the course of *our* providing *our* services to *you*.
- 3.3 In its provisions, this *Charter* creates rights and obligations in addition to those required by law and regulations and we express those rights and obligations in written terms in *our* contract with *you*.
- 3.4 During *our* period of working together to attempt to resolve your problems, *you* retain any and all of *your* rights arising out of or in connection with your dealings with *us* in addition to any rights under this *Charter*.
- 3.5 Based on:
 - (a) Information provided to us about *you* by *you* and by other persons, with *your* consent; and
 - (b) *our* own knowledge and expertise;

we will provide *you* with the written *information* including all fees and charges necessary after *you* have made *your* informed decisions about the benefits and use of *our* services.

- 3.6 (a) If *you* have special needs because *you* are:
- (i) an elder person,
 - (ii) your English is poor,
 - (iii) you have an intellectual or physical illness,
 - (iv) you are a first Australian person,
 - (v) you are a victim of domestic violence, or
 - (vi) you are suffering any condition or disadvantage which impacts on *your* capacity to make financial decisions;
- (b) We will use *our* best efforts to:
- (i) Recognise and record *your* special needs in a respectful and appropriate manner and;
 - (ii) Where appropriate, *our* staff may refer *you* to other persons or groups to obtain financial and other counselling assistance with *your* special needs;
- 3.7 We ensure that all *our* staff are well-trained, and we conduct continuous training courses so that *our* staff can competently and efficiently provide *our* services to *you* and to know what to do in their dealings with *you*.
- 3.8 We will communicate with *you* in plain language and our written communications will be in plain language and easy to read.
- 3.9 We shall act in *your* best interests based upon the detailed information provided to *us* by *you* and other persons, and our reasonable assessment of *your* problems and interests.

4. AGREEMENT

- 4.1 We shall not charge *you* any fee or receive any amount of money or any other valuable consideration (except for out-of-pocket expenses) from *you* until we:
- (i) Conduct an inquiry of *your* needs, objectives, *your* financial situation; and
 - (ii) Assess *your* financial situation in the light of the information *you* supply; and
 - (iii) Form a view that *our* services are suitable for *you*; and
 - (iv) Communicate to *you* the results of that analysis and *our* view on that analysis

and *you* confirm that you have engaged us to provide *our* services.

4.2 We will not charge *you* any fee or receive any amount of money or any other valuable consideration (except for out-of-pocket expenses) from you unless after discussion with *us*, *you* have agreed and have confirmed *our* agreement which describes:

- (i) what we can and will do for *you*;
- (ii) the terms and conditions of payment;
- (iii) the total amount payable and how it is calculated;
- (iv) the details of the services which *we* shall provide;
- (v) any payments to or received from third parties relating to *your* engagement.

5. COOLING OFF PERIOD

- 5.1 *You* may cancel any agreement with *us* by notifying *us* verbally or in writing of *your* intention to do so before the end of the *Cooling Off Period* which is three (3) business days, commencing the day next after the date of the agreement.
- 5.2 The *Cooling Off Period* ends at 5 pm Australian Eastern Standard Time on the last full business day of the cooling off period.
- 5.3 If *you* cancel the agreement between *us* during the *Cooling Off Period*, *we* will not charge *you* any fee, money or valuable consideration and any such fee, money or valuable consideration paid by *you* shall be refunded to *you*, except for out-of-pocket expenses.
- 5.4 *We* will notify *you* of *your* rights to cancel the agreement during the *Cooling Off Period* as part of any verbal or written agreement, as well as your right to waive the *Cooling Off Period*.

6. OUR SERVICES

- 6.1 *We* provide two types of service:
- (a) *Credit Restoration services*; and
 - (b) *Insolvency services*.
- 6.2 *We* will only provide *Credit Restoration services* to *you*:
- (a) if, after analysing *your* financial position based on information provided by *you*, *we* conclude that the services are suitable, in your best interests and fit for your purpose.
 - (b) after *we* have advised *you* in writing that *you* may *yourself* free of charge:
 - (i) obtain a copy of *your* Credit Report; and
 - (ii) challenge any entry on *your* Credit Report.

- 6.3 We will not provide you with any *Credit Restoration services* or *Insolvency services* and/or advice unless and until we have advised you in writing that you may obtain help free of charge from community based financial counsellors and have provided you with the current Financial Counselling Helpline Telephone number.

7. CREDIT RESTORATION SERVICES

- 7.1 We cannot require that any *credit provider* or *credit reporting body* remove or amend all adverse listings from your *Credit Report*; except those which are inaccurate, out of date, incomplete, unverifiable, misleading or obsolete.
- 7.2 We shall not tell, imply or suggest to you either verbally or in writing, that we can:
- (a) force the removal of all or any adverse listings, such as defaults, from your *Credit Report*; but we are able to seek advice and to advocate on your behalf through the external resolution scheme by mediating and even arbitrating the dispute.
 - (b) apply on your behalf to have any judgement debts against you removed by a court through your creditor
 - (c) provide any legal advice or representation in that regard; however we may refer you to a solicitor.
 - (d) require any *credit provider* to provide you with credit;
 - (e) make a *credit provider* or *credit reporting body* change your credit assessment or credit score or credit rating.

We would use our knowledge, training and best attempts to try to negotiate with the appropriate person or organisation.

- 7.3 We guarantee to use our best efforts through our trained and experience staff to ensure that your *credit report* is corrected so that it is accurate, up to date and complete.
- 7.4 We do rely on *information* provided by you to us to be as accurate as possible and up to date. It important for us to help you throughout the whole process; but we shall not, when providing *Credit Restoration Services* to You:
- (a) represent to any *credit provider*, *credit reporting body* or *external dispute resolution bodies* any *information* such as that relating to your identification or otherwise, unless we have your written authority to so disclose;
 - (b) use the threat of the case management fees charged by *external dispute resolution schemes* or court costs or any other means to obtain from *credit providers* or *credit reporting bodies* any admission, notation, correction or deletion on your *credit report*, which we know or reasonably suspect is untrue.

- 7.5 We shall not:

- (a) contact any:

- (i) *credit provider* in relation to you;
 - (ii) *credit reporting body* in relation to your *Credit Report*;
- (b) make any complaint to any:
 - (i) internal complaint resolution process of any *credit provider* or *credit reporting body*; or
 - (ii) *external dispute resolution scheme*

without *your* express written authority to do so.

- 7.6 We shall charge *you* a fee for the provision of *Credit Restoration services* once *you* have entered into an agreement with us. We will advise *you* which listings on *your Credit Report* we have agreed to attempt to have amended or rectified.

8. INSOLVENCY SERVICES

- 8.1 We cannot and we do not guarantee that any *credit provider*, will agree to any proposal to remove *your* indebtedness to them.
- 8.2 We shall not tell or imply to *you* either verbally or in writing, including but not limited to in person, on the telephone, by email, letter, on *our* website, or through any other marketing material, that *we* can guarantee an agreement with any *credit provider* to any proposal to reduce *Your* indebtedness to them.
- 8.3. We will discuss your financial circumstances with a *credit provider* to see if *we* can negotiate a reduction in your debt or an easier repayment system; but subject to that *we* will advise *you* in writing if:
- (i) *we* are successful or not; and
 - (ii) *your* options in relation to dealing with your debt which may include a debt agreement, bankruptcy or seeking assistance from a financial counsellor.
- 8.4 We will, after investigation through our trained staff, advise *you*, if and only if *your* debts are so extreme that you are insolvent, of informal options with creditors and formalised options under the Bankruptcy Act.
- 8.5 We rely on information provided by *you*, but *we* shall not, when providing insolvency services to *you*:
- (a) represent to any *credit provider* or other relevant body any information which *we* know, or reasonably suspect is untrue; or
 - (b) present any proposal to *credit providers* or other relevant bodies which in *our* opinion is not sustainable or which is unsuitable to your financial position.

9. PRIVACY

- 9.1 We will respect and maintain the confidentiality of your personal and credit information.
- 9.2 We will not disclose your:

- (a) identity;
- (b) personal information;
- (c) credit information;

to any person without your consent.

- 9.3 We will only collect, store and share personal credit information in accordance with *our* Privacy Policy that is available on our website: www.creditrepairaustralia.com.au.
- 9.4 We will give *you* the option not to receive any marketing communications and will respect your choice not to receive such communications.

10. COMPLAINTS AND DISPUTE RESOLUTION

- 10.1 *You* may raise with us at any time by telephone, email, post or other means any complaint or dispute about us and *our* services. We will attempt to resolve any complaints or disputes with *you* at the time they are raised with us.
- 10.2 If your complaint or dispute is not resolved to your satisfaction, we will refer it to an internal process for handling your complaint or dispute which is free and easily accessible.
- 10.3 We will maintain *Our* internal dispute resolution accordance with the standard set by the Australian Financial Complaints Authority (AFCA).
- 10.4 If your complaint is referred to *our* internal dispute resolution process we will:
- (a) notify *you* immediately that we have received your complaint; and
 - (b) within thirty (30) days of receiving your complaint or notice of your dispute either:
 - (i) complete the investigation and inform *you* of its result; or
 - (ii) inform *you* of *our* need for more time to complete the investigation, advise *you* of the reasons we need more time, and inform you that you may raise your complaint with *external dispute resolution scheme* of which we are a member, and provide *you* with the contact details for that *external dispute resolution scheme*.
- 10.5 When we notify *you* of the result of *our* internal dispute resolution process:
- (a) We will inform *you* that if *you* are not satisfied with that result, *you* may refer it to:
 - (i) the *external dispute resolution scheme* of which we are a member; or
 - (ii) the relevant statutory authority.



11. EXTERNAL DISPUTE RESOLUTION

- 11.1. We will provide *you* with the contact details of either *our external dispute resolution scheme* and/or the relevant statutory authority as is appropriate.
- 11.2. We do maintain membership of an *external dispute resolution scheme* approved by the *Australian Securities and Investment Commission*, the *Office of the Australian Information Commissioner* and the *Australian Financial Services Authority*.