

Appointment of Australian Debt Agreements Pty Limited as my Authorised Representative.

(Privacy Act 1988)

1. From the date indicated below, I appoint Australian Debt Agreements Pty Ltd as my Authorised Representative<sup>1</sup>.
2. I permit my Authorised Representative to obtain information about me held by third parties. Such information includes, but is not limited to information specified under s. 34(1), UCCC<sup>2</sup>.
  - a) the current balance of the debtor accounts
  - b) any amounts credited or debited during a period specified
  - c) any amounts currently overdue and when such amount became due
  - d) any amount currently payable and the date it became due.
3. Under this authority granted by me, a credit provider must provide a statement of the amount required to pay out a debt (at a particular date) to my Authorised Representative. If requested by my Authorised Representative, details of items that make up this amount must also be provided if requested: s. 76(1), UCCC.
4. Requests for information and documents made by my Authorised Representative should be provided in a timely fashion. The Uniform Consumer Credit Code sets out timeframes to be complied with.
5. By identifying Australian Debt Agreements Pty Limited as my Authorised Representative and my preferred point of contact, I request my creditors correct / update any personal contact details to reflect Australian Debt Agreements' contact details. Any matters or queries relating to my debts should be directed to Australian Debt Agreements Pty Limited as my Authorised Representative. Any failure to do so may be considered a breach of the Act (National Privacy Principals – NPP 3).
6. Liability Statement: To the extent permitted by law, Australian Debt Agreements Pty Limited excludes its liability and will have no liability in respect to any costs, expenses, claims, damages, penalties and any other losses incurred by or brought against it, including (but not limited to):
  - a) any loss incurred by or brought against any agent, representative, contractor, personnel and/or employee of Australian Debt Agreements Pty Limited;
  - b) all reasonable legal costs, fees and disbursements; and
  - c) any indirect, special, consequential, collateral, incidental, speculative, contingent or punitive damages arising under this Agreement; or economic loss, loss of profits, revenue, goodwill, bargain, or anticipated savings, arising from, or consequential upon, any act or omission of:
    - i. any third person involved in the performance of Australian Debt Agreements Pty Limited's obligations under this Agreement; or
    - ii. any client or customer of Australian Debt Agreements Pty Limited, or any third person not under the direct control of the liable party.

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

<sup>1</sup> By signing this document, I appoint Australian Debt Agreements Pty Limited to act on my behalf as my Authorised Representative as per the Privacy Act 1988 and UCCC. I agree that the information in connection with authority may be transmitted by facsimile and/or electronic mail, and I acknowledge that there are security risks associated with such transmissions. I agree that the Authorised Representative is able to cancel this authority at any time, ceasing to be my Authorised Representative at any time and without notice to me.

<sup>2</sup> The UCCC is a scheme of uniform state and territory legislation administered by the state and territory fair trading/consumer affairs agencies. For more information about the code, go to the inter-governmental website at [www.creditcode.gov.au](http://www.creditcode.gov.au).