



Tasmanian Collection Service

COLLECTION AND CREDIT REFERENCE SERVICES

Client Agreement

Client Details

Customer/Business Name

Proprietor (if any)

Contact Name (if different)

Trading Address

Postal Address (if different)

ABN (If applicable)

Mobile No.

Telephone No.

Fax No.

Email Address

Debt Recovery Services

For the purposes of debt recovery services it is agreed that from time to time the Client may lodge with TCS unpaid accounts for collection. For each lodgment TCS will act as and is hereby authorised to act as the mercantile agent of the Client and the Client agrees to pay both the collection charges of TCS and the costs and expenses incurred by TCS in the undertaking of steps to recover payment for accounts lodged.

Credit Reporting Services (including default lodgement)

The Tasmanian Collection Service Credit Reporting Body maintains a database of consumer and commercial credit histories for individuals and businesses in Tasmania. Provided you meet the criteria for access under the Privacy Act 1988, and have or agree to membership in a recognised dispute resolution scheme, you are entitled to access to the TCS Credit Reporting database to obtain Credit Reports (charges apply) or record payment default information (free service).

Are you a Credit Provider as defined by the Privacy Act? i.e. do you normally provide credit where payment by customers is deferred?

Yes

No

If no, you will not be permitted to access the TCS Credit Reporting Body, Please proceed to signing, overleaf

If Yes, would you like us to provide access to the TCS Credit Reporting Body to obtain credit reports or record debtor payment defaults?

Yes

No

If no, please proceed to signing, overleaf

If Yes, you agree that information provided to the Tasmanian Collection Service Credit Reporting Body will be accurate, up-to-date and complete and that credit reporting information provided to us will be reasonably protected. The Client agrees that Tasmanian Collection Service Credit Reporting Body will meet the requirements of the Privacy Act specifically sections 20N(3) and 20Q(2) and the Credit Reporting Privacy Code (CR Code).

For the purposes of credit reporting services the Client acknowledges, and the Privacy Act 1988 specifies, that Credit Providers require authority from their customers to access their customer's Consumer Credit Information File. The Client also requires authority for access to an individual's Commercial Credit Information File. The Client agrees that they will only access Credit Information Files with due authority and for those purposes permitted under the Privacy Act 1988.

Where a debt is referred for collection, the Client instructs Tasmanian Collection Service to record the matter as a default with the Tasmanian Collection Service Credit Reporting Body and where applicable, for Tasmanian Collection Service to act on their behalf with particular reference to Section 21D of the Privacy Act 1988.

The Client notes that further information in relation to the duties imposed by the Privacy Act 1988 can be obtained from the Office of the Australian Information Commissioner on 1300 363 992 or at www.oiac.gov.au.

Tasmanian Collection Service warrants all information provided to it by its Clients will be used in a manner prescribed by State and Federal legislation.

Credit Reporting Services (including default lodgement) continued

So that we can better manage your credit report listings and access, do you provide "consumer credit" ie credit which is for personal, domestic or household purposes?

Yes, always

Yes, sometimes

No, we only provide commercial credit

External Dispute Resolution

To access the Tasmanian Collection Service Credit Reporting Body you are required to be a member of an External Dispute Resolution Service that is recognised by the Office of the Australian Information Commissioner. This section provides your authority to be a member of the Tolling Customer Ombudsman (TCO) for the purpose of resolving any privacy related disputes around your payment default listings or credit report access from the Tasmanian Collection Service Credit Reporting Body. The membership fees for this service are included in your TCS membership, but you will be liable for fees payable to the Tolling Customer Ombudsman for any dispute resolution service it provides to you in this regard.

Would you like TCS to arrange membership of the Tolling Customer Ombudsman EDR Scheme for these purposes?

Yes

No

If no, you will not be permitted to access the TCS Credit Reporting Body

No, as we already have our own EDR membership

If yes, you agree to abide by the operative provisions of the Tolling Customer Ombudsman Membership Agreement, below:

Tolling Customer Ombudsman Membership Agreement and Authorisation

Operative Provisions

1. The Member acknowledges that this agreement and authorisation is entered into in respect of services governed by the contract between the Tolling Customer Ombudsman (TCO) and Tasmanian Collection Service (TCS) for the provision of external dispute resolution (EDR) services to TCS subscribers (the EDR Contract) in respect to privacy disputes.
2. The Member agrees to:
 - a. Understand its privacy obligations required by law;
 - b. Engage with the TCO EDR process in a spirit of collaboration and act in good faith;
 - c. Authorise TCS to conduct internal dispute resolution of privacy disputes on its behalf;
 - d. Abide by TCO EDR processes and comply with all outcomes and determinations made in accordance with the EDR Contract.
 - e. To pay the TCO agreed scheduled fees in respect to the processing of privacy disputes.
3. The Member authorises TCO to:
 - a. Collect, use and disseminate information provided by it to TCO for the purposes of:
 - i. Assessing whether a Dispute is within the jurisdiction of the TCO EDR scheme;
 - ii. Resolving disputes between the Member and its clients / customers;
 - iii. Providing required reports to the Privacy Commissioner and the Australian Securities and Investments Commission, including the reporting of systemic issues and serious misconduct, as required by TCO's approval conditions;
 - b. Engage with, and provide all relevant information to, TCS and the relevant client(s) / customer(s) regarding all aspects of the Member's compliance with its obligations under privacy law and this agreement;
 - c. Liaise with appropriate regulatory and licencing agencies, government departments, and other EDR schemes as necessary to properly fulfil its functions and objectives.
4. The Member warrants that:
 - a. It has complied with all Determinations, outcomes or judgments which have been made against it by a court, tribunal or EDR scheme in respect to privacy issues;
 - b. There are no monies owing by the Member to any other EDR scheme;
5. The Member agrees to indemnify the TCO, its officers, employees, agent and contractors for any losses, however described, that may result directly or indirectly from all actions undertaken in proper performance of the duties of TCO under the EDR Contract as a consequence of the conduct of the Member.

Agreement and Authority

Signature of
Authorised Officer

Date

Name of
Authorised Officer

Position Held

When completed and signed, please post, fax or email to Tasmanian Collection Service:

GPO Box 814
Hobart TAS 7001

Email: clientservices@tascol.com.au
Fax (03) 6234 2988

If you require assistance, please
call us on (03) 6213 5586