



## 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 collection costs, legal fees and any other miscellaneous costs incurred by TCS in the undertaking of steps to recover payment for accounts lodged. TCS credit terms are strictly 30 days from invoice.

Commission is payable to TCS irrespective of whether the debt is paid to TCS or to the Client.

Do you provide your customer with a Credit Application Form?

Yes

No

If yes, please submit a copy of it with this Agreement

## Credit Reporting Services

Tasmanian Collection Service acts as a reseller of Equifax credit reporting products. Provided the Client meets the criteria for access under the Privacy Act 1988, and have or agree to membership in a recognised dispute resolution scheme, the Client may upon application, be granted access to the Equifax credit reporting database to obtain Credit Reports (charges apply), or to record a default on a customer's credit information file.

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, please proceed to signing overleaf

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](http://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.

## External Dispute Resolution

Only applicable if you ticked **Yes** above.

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 on Equifax credit information files.

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 credit reporting services

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

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