**Terms and Conditions**

AUSLINK ACCOUNTING & TAX PTY LTD may give information about you to a credit reporting agency, for the following purposes:

1. To obtain a consumer credit report about you, and/or
2. To allow the credit reporting agency to create or maintain a credit information file containing information about you.

The information is limited to:

1. Identify particulars – your name, sex, address (and the previous two year addresses) date of birth, name of employer, and driver’s licence number
2. Your application for a credit or commercial credit – the fact that you have applied for credit and the amount
3. The fact that AUSLINK ACCOUNTING & TAX PTY LTD is a current credit provider to you
4. Loan repayments which are overdue by more than 60 days, and for which debt collection action has started
5. Advice that your loan repayments are no longer overdue in respect of any default that has been listed
6. Information that, in the opinion of AUSLINK ACCOUNTING & TAX PTY LTD you have committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with your credit obligations)
7. Dishonoured cheques – cheques drawn by you for $100 or more which have been dishonoured more than once
8. That credit provided to you by AUSLINK ACCOUNTING & TAX PTY LTD has been paid or otherwise discharged.

**1. Definition, Payment and Dispute Policy**

1.1 “Client” shall mean the Client or any person (or persons) that agree herein to be liable for the debts of the Client on a principal debtor basis.

1.2 Time for payment for the Services shall be of the essence and payment will be due seven (7) days following the date of the invoice.

1.3 Upon signing off the engagement letter and working files accordingly, the Client unconditionally accept our services. Any disagreement on the engaging works or dispute on our services shall be raised to our attention no more than 30 days in writing. The firm has a policy of exploring a legal right of lien over any client documents in our possession in the event of a dispute.

**2. Privacy Act 1988**

2.1 The Client agrees that AUSLINK ACCOUNTING & TAX PTY LTD may exchange information about the Client with those credit providers either named in this Client Information Form or named in a consumer credit report issued by a reporting agency for the following purposes:

(a) To assess an application by Client;

(b) To notify other credit providers of a default by the Client;

(c) To exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and

(d) To assess the credit worthiness of Client.

2.2 The Client consents to AUSLINK ACCOUNTING & TAX PTY LTD being given a consumer credit report to collect overdue payment on commercial credit (Section 18K (1) (h) Privacy Act 1988).

2.3 The Client agrees that Personal Data provided may be used and retained by AUSLINK ACCOUNTING & TAX PTY LTD for the following purposes and for other purposes as shall be agreed between the Client and AUSLINK ACCOUNTING & TAX PTY LTD for required by law from time to time:

(a) Provision of Services;

(b) Analysing, verifying and/or checking the Client’s credit, payment and/or status in relation to provision of Services;

(c) Processing of any payment instructions, direct debit facilities and/or credit facilities requested by Client; and

(d) Enabling the daily operation of Client’s account and/or the collection of amounts outstanding in the Client’s account in relation to the Services.

**3. Default**

3.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of **2.5%** per calendar month and such interest shall compound monthly at such a rate after as well as before any judgement.

3.2 If the Client defaults in payment of any invoice when due, the Client shall indemnify AUSLINK ACCOUNTING & TAX PTY LTDfrom and against all costs and disbursements incurred by AUSLINK ACCOUNTING & TAX PTY LTD in pursuing the debt including legal costs on a solicitor and own client basis and AUSLINK ACCOUNTING & TAX PTY LTD collection agency costs.

3.3 If any account remains overdue after thirty (30) days then an amount of the greater of $20.00 or 10.00% of the amount overdue (up to a maximum of $200) shall be levied for administration fees which sum shall become immediately due and payable.