

SERVICE AGREEMENT

1. Nature of Our Service

Our service is a financial counselling service. It is free and confidential, and assists consumers to deal with their finances in an effective way. We normally proceed by assisting clients to assess their financial situation realistically, to identify the options open to them to deal with their situation, and to weigh the advantages and disadvantages for them of those alternatives.

Our agency does not provide legal or accounting assistance and it does not lend money. Our aim overall is to assist you to manage your financial affairs effectively, and to work towards outcomes suitable for you.

If, in the course of our working with you it becomes clear that you require specialist professional services we will inform you of other services available.

2. Your Responsibilities

In order for us to provide effective advocacy for you, we request that you:

- 2.1 Be candid and comprehensive in the things you tell us about your financial situation. You must give us all relevant and up to date information so that we can help you in an efficient way.
- 2.2 Reply promptly when we contact you, and keep us informed of any change in your address or contact details, and of any major change in your financial situation.
- 2.3 Be courteous and respectful towards our staff and other clients. If you attend our service under the influence of alcohol or drugs, or your behaviour is

intimidating or aggressive, you may be refused further assistance from our service.

3. Our Responsibilities

In return for your cooperation, we will:

- 3.1 Provide you with relevant information and options within the capacity of our service, and we will advise you when you need assistance from another service, or professional person;
- 3.2 Treat you in a courteous, respectful and non-discriminatory manner;
- 3.3 We will keep you informed of any significant developments in your matter.

4. Confidentiality

While our service maintains confidentiality of our clients and their files in all normal circumstances, it will disclose information if it is compelled by law to do so. Examples of such compulsion arise if our service is served with a Subpoena issued by a Court, or if a notice is received from Centrelink, Australian Taxation Office or the Child Support Agency. The laws which govern these departments give them the power to require the provision of information by persons or organizations who hold information relevant to their work. We are also required by our management and funding bodies to collect statistics, and report to funding bodies. Our service will also disclose information for the purpose of avoiding the probable commission of a serious offence or for the purpose of preventing imminent serious physical harm to you or to another person.

5. Privacy

- 5.1 Our service complies with the Commonwealth Privacy Act 1988 to the degree that it is binding on our service.

5.2 In the course of the work we do with you it may be necessary for us to collect personal information from you, and pass it to third parties such as creditors and their representatives. If it is relevant to the outcomes you wish to achieve we may collect sensitive information concerning health or other factors which affect your ability to meet financial commitments.

By signing this service agreement you agree to our collecting, using and disclosing your personal information including sensitive information when that is required in dealing with your matter.

5.3 Our agency has a privacy policy. If you wish to see a copy of it you can arrange this by contacting the management of this agency at the address shown at the top of this document.

6. Realistic Goals

While our service is happy to work with you toward the outcomes you wish to achieve, we emphasise that we cannot guarantee a specific outcome for you. Rather, we offer to work with you towards realistic and achievable goals in the light of the alternatives open to you. In return, we request that you respond within a reasonable time to our letters or telephone calls to you. If we write to you, and do not hear from you within a month we will assume you no longer wish our service to act for you, and we will close your file.

7. Disposal of Files

When the matter about which you have consulted us is complete, or if we do not hear from you for more than a month we will close your file. This means that we cease to act on your behalf. We will make available for collection by you such documents that you have handed to us for the purpose of dealing with your matter. We shall retain for our own records copies of letters and documents we have prepared for you, and our diary and file notes which we make as the matter proceeds.

We retain files for a period of seven years after the file is closed. After this time, the file is destroyed or disposed of in such a way the privacy of the material is ensured.

8. Agreement

If you wish us to deal with your matter in this way, we request that you sign and date the attached copy of this letter, and return it to this service.

Yours faithfully,

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On behalf of XYZ Service

Dated.....

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Client Signature

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Client Print Name

Dated.....

Ian Macdonald
FCAWA
September 2018