



Definitions:

Advantage Refunds means its partners, employees and agents and is referred to as "Us", "We".

Account Owner means you, being an individual(s), company, trust, or other entity that legally owns the unclaimed money.

Account Owner's Agent means the Account Owner or the person(s) authorised by the Account Owner to make a claim utilising the services of Advantage Refunds to act on behalf of the **Account Owner**.

Agreement and Authority to Act means this document in its entirety.

1. **Advantage Refunds** agrees to act for the **Account Owner** to locate, validate and administer the recovery of lost and unclaimed monies in accordance with the Account Owners or its authorised Account Owner's Agent's directions.
2. The **Account Owner's Agent** warrants that he/she/they are legally authorised and have the capacity (e.g. a company director, executor, attorney, written authority) to enter into this agreement and to engage **Advantage Refunds** to seek to recover unclaimed monies due to the **Account Owner**.
3. **Advantage Refunds** will use due skill, care and professionalism to recover the unclaimed monies as quickly as possible but will not be liable for delays caused by other parties or matters which are not within its control.
4. **Advantage Refunds** will not disclose the source of lost and unclaimed monies that may be due to the **Account Owner** unless it holds a completed and signed **Agreement and Authority to Act**. Once the source of the unclaimed monies is disclosed, the **Account Owner / Account Owner's Agent** undertake that they will not seek to deal direct with the holder of the funds in competition with Advantage Refunds.
5. The **Account Owner / Account Owner's Agent** acknowledges that a completed and signed **Agreement and Authority to Act** is an irrevocable instruction to **Advantage Refunds** to investigate and seek to recover unclaimed money for the Account Owner.
6. Following the receipt by Us of unclaimed monies on your behalf, **Advantage Refunds'** processing fee, as set out in the Schedule below, is payable from the monies recovered. The **Account Owner / Account Owner's Agent** authorises **Advantage Refunds** to deduct its processing fee from the monies recovered and to electronically transfer the balance to the bank account nominated by the **Account Owner / Account Owner's Agent** as detailed in the Schedule below.
7. The **Account Owner / Account Owner's Agent** agrees to provide correct information in a timely manner and acknowledges that the failure to do so may cause delays in locating and recovering the unclaimed money and may lead to an unsuccessful claim. **Advantage Refunds** agrees not to use the information provided for any purpose other than for the recovery of the unclaimed monies the subject of this claim and to only collect and store such information in accordance with Australian privacy legislation and Advantage Refund's Privacy Policy. ([hyperlink](#))
8. You agree that in the event that the **Account Owner / Account Owner's Agent** seeks to cancel or terminate this agreement, or does not provide information or documentation as required by Us to complete the claim within a reasonable period or You seek to deal direct with the holder of the funds in competition with Us, then, notwithstanding any other clause here of, We can, but only after giving You seven days written notice of our intention to terminate this contract, accept Your termination of this contract or terminate the contract ourselves and thereafter We shall be entitled to issue You with an invoice for the amount due had the claim been successful and the unclaimed monies received by Us. Any such invoice must be paid by you within seven days and any costs incurred by Us in recovering our fees including legal costs are payable by the **Account Owner / Account Owner's Agent**.
9. We cannot warrant the accuracy or completeness of any information provided by any third party which We provide to you. In providing you with information regarding monies possibly due to You, we have relied entirely upon information provided by a Government agency.
10. This agreement will be governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.
11. This **Agreement and Authority to Act** constitutes the entire agreement between the parties. Execution of this Agreement and Authority to Act is deemed to be acceptance of all of the terms and conditions of the agreement.
12. The **Agreement and Authority to Act** may be signed in any number of counterparts which, when taken together, will constitute one instrument.
13. Our processing fee does not include GST. Where GST is payable for our services to you, we will charge you at the current GST rate. You are required to pay to Us the GST payable by us to the ATO at the time of payment of our fee. We will provide to you a tax invoice prior to our request for payment.
14. If there is a dispute regarding the terms of this agreement, then the parties agree that informal dispute resolution techniques must be first utilised such as mediation prior to any party commencing legal proceedings in a court or tribunal.

SCHEDULE

Processing Fee:

The Processing Fee payable by the Account Owner is xxx% plus GST (if applicable) being the sum of \$XXX inclusive/exclusive of GST

Authority:

I authorise **Advantage Refunds** to investigate and recover unclaimed money in the name of:

	\$
Name of Account Owner	Amount if known, plus interest if applicable

Address of Account Owner

I, being the Account Owner or on behalf of the Account Owner, authorise **Advantage Refunds** to undertake all necessary searches and to carry out such procedures as required for the investigation and recovery of unclaimed money due to the **Account Owner**. I declare that I will provide the necessary bona fide identification document(s) to **Advantage Refunds as well as any documents authorising the Account Owner's Agent to act for the Account Owner**.

I authorise the institution(s), agency(ies) or department(s) holding the unclaimed money to act on the instructions of **Advantage Refunds** pursuant to this agreement and to release the money plus interest (where applicable) in the name of the **Account Owner** into the **Advantage Refunds Trust Account** (BSB 082-842 Acc. No. 312345606).

I request and authorise **Advantage Refunds** to deduct their processing fee set out in the attached Fee Agreement and Banking Authority from the recovered unclaimed money. I understand that the balance will be deposited electronically to the account nominated in the **Fee Agreement & Banking Authority**. I accept responsibility for providing documentation, completing claim forms and declarations in a timely manner and acknowledge that a failure to do so may cause delays in the recovery of the unclaimed money.

I acknowledge that:

- a. I have read this **Agreement and Authority to Act** and agree to the terms and conditions of this agreement.
- b. I am the Account Owner or I am legally authorised to act on behalf of the Account Owner with respect to the claim for unclaimed monies and to enter into this agreement.

Account Owner / Agent Details:

Account Owner's Full Name:					
Agent's Full Name:					
Company Name:				ABN:	
Position:					
Address:					
Phone (Work):		Phone (Home):		Mobile:	
Email:				Date of Birth:	
Preferred Method of Contact:	Email: <input type="checkbox"/>	Phone (Work): <input type="checkbox"/>	Phone (Home): <input type="checkbox"/>	Mobile: <input type="checkbox"/>	Mail: <input type="checkbox"/>

Deceased Estate Details:

Is this claim in respect of a Deceased Estate?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
Name of Deceased Estate:		
Relationship to Account Agent:		
Are you the Executor?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/> Unsure: <input type="checkbox"/>
If 'Yes' to any of these questions, please provide a copy of the Grant of Probate.		

Banking Authority:

I request and authorise **Advantage Refunds** to deduct their processing fee from the recovered unclaimed money. I understand that the balance will be deposited electronically to the account nominated below:

Account Name: (e.g. John & Jan Citizen)									
Name of financial institution:							Branch:		
BSB number: (must have 6 numbers)				-					
Account number: (maximum of 9 numbers)									

Signed by:

Signature:		Signature:	
Name:		Name:	
Date:		Date:	

Signed by Advantage Refunds:

Name:

Date:

Reference Number:

Please return this completed and signed authority to Advantage Refunds by:

- ✓ **Email:** info@advantagerefunds.com.au or
- ✓ **Mail:** PO Box 5245 South Tamworth NSW 2340