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Terms & Conditions – Please Read Carefully.

1. Due to privacy and confidentiality requirements, Success Refund Service is unable to disclose the source of your funds without first receiving your signed authority on the prescribed form. This form can be downloaded from our website.
2. Every effort is made by Success Refund Service to ensure that cheques* or direct deposits* for monies held in Australia are returned within 9 weeks of receipt of ALL correct documentation required. Success Refund Service, including its owner, agencies, employees, representatives, subsidiaries, affiliates and agents are not responsible for any delays in processing of claim and accept no responsibility for any claim, loss, or liability arising from any such delays. Monies held outside of Australia may require additional time to process. (*as applicable).
3. While every reasonable effort will be made to recover the funds, Success Refund Service cannot guarantee success in recovering all or any of the indicated monies, and you agree that you will not hold Success Refund Service responsible for any inability or failure to do so.
4. Success Refund Service's fee is currently 15% of all monies recovered, payable upon recovery of funds. Success Refund Service will charge no other fees, (other than for clause 10 of this agreement) and in the unlikely event that recovery attempts are unsuccessful, no fees will be charged.
5. At the sole discretion of Success Refund Service, payment for service may be made either by invoice or by deducting the service fee from the amount of the refund.
6. The client understands they will receive the balance either by cheque or deposited electronically to their nominated bank account. The client accepts they are responsible for providing correct information and that incorrect information may cause delays or loss in receiving their recovered money. Clients are strongly advised to check and to be certain that all information provided to Success Refund Service is clear, accurate and correct.
7. Upon returning the signed authority, you are authorising Success Refund Service to act as your sole agents for the purpose of recovering the indicated monies and returning them, less any fees charged, to you. You agree that, upon the return of these monies to you by any means whatsoever, that the full fee shall be immediately due and payable to Success Refund Service.
8. Once the Authority to Release is signed the claimant cannot withdraw from our services to recover the claim. Should the claimant withdraw from the agreement or from supplying the relevant documents requested (within the client's ability) to complete the claim, you will still be liable to pay the recovery fee. Upon refusal to supply necessary documents, unless alternative arrangements are agreed upon (in writing), Success Refund Service will give 7 days' notice to the client, the client's file will be closed and payment of our fee will be required.
9. If you are having any trouble getting hold of the requested identity documentation in your information pack, please contact us to discuss alternatives.

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International: +61 444 553 760
Fax: 03 8648 0654



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ABN: 21 457 525 309



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10) In the event of the client failing to pay the agreed recovery fee: after employing normal business procedures and issuing reminders and notifications etc., should it become necessary to engage a debt collection agency and/or to commence litigation and/or to engage an attorney to enforce payment of the recovery fee pursuant of this agreement, the claimant agrees to pay the debt collection agencies fees and/or the attorneys legal fees and other connected costs, or if the matter proceeds to court, the debt collection agencies fees and other such additional sum as the court may adjudge reasonable as attorney's legal fees and other connected costs in said suit. Success Refund Service reserves the right, but not the obligation, at our sole discretion, to charge interest on overdue and unpaid accounts at the rate of up to 1% per month on unpaid balances 30 days or more overdue.

11. Success Refund Service accepts no responsibility for the accuracy, currency or completeness of any information provided via any correspondence and or communications. The accuracy or reliability of the information provided is not guaranteed or warranted in any way and Success Refund Service, including its owner, agencies, employees, representatives, subsidiaries, affiliates, and agents disclaim liability of any kind whatsoever, including & without limitation, liability for accuracy, quality, performance, or reliability for a particular purpose arising out of the information provided.

12. You agree that you understand that the scope and nature of the operations of Success Refund Service, including its owner, agencies, employees, representatives, subsidiaries, affiliates and agents, is strictly and narrowly confined to the function of locating lost and unclaimed monies and arranging, whenever possible, their return to their rightful owners. Success Refund Service, including its owner, agencies, employees, representatives, subsidiaries, affiliates and agents, are unable to offer any professional advice concerning matters of accounting, financial management, legal matters nor any other matters. When such advice is needed, clients are strongly advised to consult their accountant, lawyer or other, appropriately qualified specialist professional. Any information obtained by clients from Success Refund Service, including its owner, agencies, employees, representatives, subsidiaries, affiliates and agents, is interpreted and used solely at the discretion of the client; and the client agrees not to hold Success Refund Service, including its owner, agencies, employees, representatives, subsidiaries, affiliates and agents, in any way responsible for the outcome of the use of such information.

13. You agree that you and/or your organization* (including any person acting on your and/or your organization's* behalf) will **not**, in any way whatsoever, hold or attempt to hold Success Refund Service, including its owner, agencies, employees, representatives, subsidiaries, affiliates and agents, legally and/or financially liable for any act, omission, loss or injury whatsoever, however caused, under any circumstances whatsoever, in connection with the provision of this service, nor in any other matter whatsoever. (*if applicable)

14. If you are a person who is acting on the behalf of an organisation, then you agree that you have that organisations proper and lawful authority to act on their behalf.

15. Terms & Conditions may be varied at any time by Success Refund Service upon the giving of 7 days notice in writing to the Client detailing such changes or 7 days from the posting of such changes on our website.

16. Acceptance of our service is automatic acceptance of **all** Success Refund Service's terms & conditions.

Bearing the common seal stamp of Success Refund Service:

19 December 2023



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