



DEBT HELP GUIDE

The information in this document is general information only and should not be taken as constituting professional advice from Debt Fix Pty Ltd. The information in this document is up to date as at the time of preparation however, some information and terms may change from time to time.

Debt Fix is not a financial adviser. Before acting on any information, you should consider the appropriateness of it and the relevant product having regard to your objectives, financial situation and needs. You should consider seeking independent legal, financial, taxation or other advice to check how the website information relates to your unique circumstances.

Debt Fix is not liable for any loss caused, whether due to negligence or otherwise arising from the use of, or reliance on, the information provided directly or indirectly, by use of this document.

We're looking forward to assisting you with your debts...

This Debt Help Guide (DHG) is designed to help you decide whether to use Debt Fix services and to help you understand what options are available to you. Also we want you to understand what you can expect from the Debt Fix Team.

This DHG includes information about:

- General information about debt
- Services we are authorised to provide
- Your options to deal with unmanageable debts
- How to make a complaint
- Refinancing
- Fees and charges
- How we collect and use your personal information

References made to, 'we', 'us' and 'our' refer to Debt Fix Pty Ltd.

Our service promise to our customers is outlined in the 'Debt Fix Commitment Statement' which can be found at Debtfix.com.au. Any information contained herein is not legal advice and should not be interpreted as such. In the event that further information is required, legal advice should be sought.

HOW TO CONTACT DEBT FIX

You can contact us regarding this DHG, the services Debt Fix provide or to give instructions by using the phone number or email address your Debt Management Specialist provides. Alternatively, you can contact us by calling us on 1300 332 834 or visiting our website at Debtfix.com.au

Debt

It's easy to get into debt but there is always help available if you feel overwhelmed. The sooner you address your debt problem the easier it will be to sort it out. A debt occurs when one person (the debtor) owes money to another (the creditor). People can get into debt in any number of ways but it's important not to ignore any problems with debts despite feeling powerless.

Not all debts are the same. Debts can be "*unsecured*" or "*secured*".

Unsecured Debts

Unsecured debts are those which do not have property attached to them. For example, credit cards, department store loans, medical bills, loans from friends and so on. Failure to meet the contract terms will not result in your assets being at risk of repossession in the short term.

Secured Debts

Secured debts are those debts which have an asset attached to them, for example, your house, car, furniture and so on. If you fail to maintain the loan contract, creditors are within their rights to repossess the attached asset and recover any shortfall (if applicable).

Before you consider any course of action to deal with your debt or attempt to improve your financial wellbeing, we recommend that you firstly look at what you can afford to pay creditors. A budget may be a dirty word for many people but planning finances without a budget is like going on a trip without a map.

Debt Fix has a Free Budget Planner to assist you located at Debtfix.com.au

If you have fallen behind on your debt repayments and you haven't paid your bills or debts soon after the due date, your creditor will probably send you formal notices or letters requesting payment.

Creditors may also commence a process to recover the debt by initially starting to call you and demanding payment. If your creditors are not willing to wait for payment, they may either engage a debt collector to pursue the debt or sell the debt to a company that specialises in debt collection.

In the latter case, you will owe the money to the company that purchased the debt.

Debt Collectors & Your Rights

It's important to know your rights when dealing with debt collectors.

For instance, Debt Collectors cannot seize your property unless it is secured by the loan and the loan is in default, or they get a court order against you for your property.

You can ask another person, such as a financial counsellor, to represent you in dealings with the debt collector. You may also request that the debt collector doesn't contact you at a particular place, such as your workplace, but you must provide details of where you can be contacted.

Debt collectors have rules they must follow when it comes to contacting you. For instance:

Phone: Debt collectors should not call you more than 3 times in a week (or 10 times in a month). Unless you agree otherwise, they can only call between 7.30am-9.00pm on weekdays, or 9.00am-9.00pm on weekends.

Face-to-face: Debt collectors should not visit you in person if repayment arrangements can be worked out over the phone, by email or letter.

However, if you do not respond to other attempts to contact you, they may visit you at home as a last option.

They can only visit between 9.00am-9.00pm (weekdays and weekends), but no more often than once a month.

Social media and email: If a debt collector uses email, social media or similar technology to contact you about a debt, they must be reasonably sure that the account is not shared with another person and that their message cannot be viewed by anyone except you

For information about your rights when it comes to dealing with debt collectors, you may consider the following websites:

- Debtfix.com.au
- Moneyhelp.org.au
- Moneysmart.gov.au

What Debt Collectors Can't Do

It's against the law for debt collectors to threaten or intimidate you.

This includes threatening physical force towards you or anyone else, damaging (or threatening to damage) your property, blocking access to your property or blocking your way; remaining on your property when asked to leave, unless they have a Court Order.

Debt collectors cannot harass or verbally abuse you.

This includes shouting at you or making personal or demeaning comments; using obscene or racist language; or contacting you more than necessary or at unreasonable times.

Debt collectors cannot make false or misleading statements or engage in deceptive conduct: For example, they must not make false statements about the money you owe or what will happen if the debt is not paid; send letters demanding payment that are designed to look like court documents; or pretend to be or to act for a solicitor, court or government body.

Debt collectors cannot take advantage of you. For example, if you are disadvantaged because of illness, disability, age, illiteracy or other circumstances a Debt collector is unable to take advantage of your special disadvantages or misrepresent the consequences of not paying the debt.

For more information about Debt collectors and your rights, consider visiting ASIC's MoneySmart website, MoneySmart.gov.au or call Debt Fix on 1300 332 834 and speak with our Debt Management Specialists.

How to Deal With Debt Collectors

If a Debt Collector contacts you, you should be cooperative but you have the right to be treated in a professional way,

You should also:

- Be honest about your financial situation, including telling them about other creditors that you may owe money to
- Return calls from your debt collector, or reply to their emails /letters
- Attempt to repay the debt but be careful not to offer to pay them more than you can afford.
- Keep your creditor informed of changes in your circumstances

Formal Options

If you have unmanageable debt and need help, the Bankruptcy Act provides four formal options. Like anything, there are benefits and consequences and it's important you understand these and how they will impact your unique set of circumstances.

The consequences of entering into a formal arrangement are serious. For example, all formal arrangements will affect your credit rating. For help with understanding how formal options may impact you and before you decide to enter one of these arrangements, you could contact Debt Fix on 1300 332 834, AFSA on 1300 364 785, or a Financial Counsellor on 1800 007 007.

Temporary Debt Protection (TDP)

A TDP is an option under the Bankruptcy Act that provides temporary relief to allow you up to 21 days to decide whether to proceed with bankruptcy or any another option.

During the 21-day period, unsecured creditors cannot take any action to recover debts, including recovering money or seizing unsecured assets. In this time you can consider your financial circumstances, negotiate with your creditors and, where possible, make suitable arrangements to avoid entering a formal option under the Bankruptcy Act.

A TDP is not recorded on the National Personal Insolvency Index (public electronic register of all personal insolvencies). Your creditors are notified of the stay on enforcement action and provided with a copy of your financial affairs. You do not automatically become bankrupt after the 21 day stay period, however, if you have not come to a suitable arrangement with your creditors and you do not voluntarily apply to become bankrupt, your creditors can choose to apply to the court to make you bankrupt.

If you present a TDP generally, your unsecured creditors cannot continue with any enforcement action for 21 days.

Some unsecured creditors are not bound by this stay period and they may continue recovery action (eg child support debts, court imposed fines/ penalties and HELP debts).

Secured creditors are also not bound by this stay period (eg if your car or house mortgagee has initiated repossession proceedings, they may continue to do so).

The 21-day period can end earlier if:

- A creditor petitions the court to make you bankrupt and/or the court makes you bankrupt during this period
- You sign a controlling trustee authority (ie propose a personal insolvency agreement) during this period
- You voluntarily apply to become bankrupt during this period.

You may lodge a TDP if:

- You have not applied for a TDP in the last 12 months
- You have not signed a controlling trustee authority within the preceding six months (ie proposed a personal insolvency agreement to your creditors)
- You are not currently under a debt agreement, personal insolvency agreement or the subject of a current controlling trustee authority
- A creditor has not already petitioned for you to be made bankrupt
- You have a residential or business connection to Australia (ie you are living in Australia or conduct business in Australia).

Fees and Charges: Debt Fix charges \$500.00 (including GST) to prepare your TDP. There is no Government lodgement fee to submit a TDP application; alternatively you could seek the assistance from a free financial counsellor.

Bankruptcy

Bankruptcy is a legal process where your declared unable to pay your debts. It can release you from most of your debt, provide relief and allow you to make a fresh start.

You can become Bankrupt one of two ways; either you can petition to make yourself a bankrupt (via a Debtors Petition) or your creditors can force you into bankruptcy (via a Creditors Petition). Bankruptcy normally lasts 3 years and 1 day.

When you become bankrupt, a Trustee is appointed. A Trustee is a person or entity who manages your Bankruptcy. You have a legal obligation to cooperate with your Trustee.

When you become Bankrupt, you have obligations. For instance:

- You must provide details of your debt, income and assets to your trustee.
- You must supply all books, bank statements and other documents that the trustee asks you to supply. Your bank accounts will/may be monitored
- You must tell the trustee if your income increases
- You must supply all books, bank statements and other documents that your Trustee asks you to supply.
- You must return a completed statement of income form each year if asked to do so by the trustee
- You must tell the trustee immediately if you get any new assets. You cannot conceal, remove or dispose of any property inside or outside Australia. If you do, you may be subject to criminal prosecution.
- You must tell the trustee immediately if you become the beneficiary of a deceased estate
- If you forgot to disclose any assets you must advise the trustee immediately. Any intentional omission is an offence

Bankruptcy may affect your income, employment and business. There are thresholds and limitations on the income you may be able to earn as a Bankrupt (depending on how many dependents you have and subject to annual adjustment) before you may have to pay any money back.

Bankruptcy is serious and should not be entered into lightly or without thoughtful consideration. It is strongly recommended you seek the advice of a Bankruptcy professional before making the decision to go Bankrupt, Debt Fix can speak with you about your options and way to avoid Bankruptcy but it also recommends you contact AFSA 1300 364 785.

Bankruptcy affects your ability to travel overseas. If you intend to travel overseas you must first seek permission from your Trustee and you will be required to pay a fee.

As a Bankrupt your name will appear on the National Personal Insolvency Index forever.

The National Personal Insolvency Index (NPII) is a public register of insolvency events which anyone can access for a small fee.

Naturally, declaring Bankruptcy impacts your credit history / credit reputation and will impact your ability to obtain future finance.

Who will know you're Bankrupt? As stated before, your name will appear in the NPII forever and anyone willing to pay a small fee can access the record. The NPII shows details of insolvency proceedings in Australia, including Bankruptcy. Other information which may appear on the registry include:

Your name, date of birth, address and occupation, any previous names or aliases you may have been known by, the type of Insolvency proceeding, AFSA reference number and the start date of that proceeding.

Can I keep my tax refund? Maybe. If you owe the ATO or any other Commonwealth agency money (for example Child Support Agency), your Tax return could be used to offset this debt.

Can I keep my Car? Maybe. A Bankrupt may keep vehicles (cars/motorbikes) used for transport up to \$8000 (indexed).

Can I carry on a Business? As a Bankrupt you cannot manage a company without the courts permission and you are not permitted to be a director of a company. Added, if you are a sole trader and you are a Bankrupt, there are restrictions and obligations placed on you which may in turn impact your ability to run your business efficiently.

For example you may be required to change your business name and you must disclose to everyone you are bankrupt.

Will my employment be affected? Maybe. You can be employed and earn an income during your bankruptcy. When applying for employment you are not obligated by The Bankruptcy Act to disclose you are a bankrupt however, employers may ask you or search the NPII.

However, there are many professional associations and licencing authorities that have conditions around bankruptcy. This is at the discretion of each body and you should confirm directly with the organisation if bankruptcy will affect your employment.

How will my income be affected? You may be required to pay contributions to your trustee if your after-tax income exceeds the prescribed threshold. The threshold is calculated using the criteria set out in The Bankruptcy Act and depends on how many dependents you have. Your trustee will calculate the amount you need to pay and send you a notice of assessment that outlines the total amount due, instalments and how to make your payments.

Generally, you will be paying 50 cents of every \$1 (or one half) of the after-tax income excess amount.

What happens if I don't pay my contributions? If the trustee's payment schedule is not followed, the trustee can consider one or all of the following:

- Garnisheeing - taking payments from your income or bank account automatically without your consent
- Objecting to the discharge (completion) of your bankruptcy and extending your bankruptcy by five years.
- Taking enforcement action against you via a judgement for unpaid contributions after you have been discharged. This will require you to open a supervised bank account into which all your income must be paid and from which withdrawals authorised by the trustee will be made.

What income is included? The Bankruptcy Act defines what income should be included in the trustee's assessment. This differs from the Australian Taxation Office's assessment of taxable income. An assessment of your income includes (but is not limited to):

- Wages and salary from all jobs including tax refunds and income earned overseas
- Taxable fringe benefits
- Salary sacrifice arrangements
- Superannuation receipts, annuities and pensions
- Business profits and loans from associated entities
- Income you earn which is paid to someone else (including to a company or trust)
- Superannuation contributions in excess of 9.25% made by an employer that arise from an industrial agreement solely between you and your employer

The role of the Trustee: The Trustee has duties under legislation and has to adhere to certain standards while administrating your estate. In order to pay your creditors, the trustee will:

- Sell your assets, including those you acquire or become entitled to (i.e from a deceased estate) during your bankruptcy. You will be allowed to keep certain types of assets.
- Recover any income you earn over a certain threshold
- Investigate your financial affairs and may recover, in some circumstances, property that you have transferred to someone else before entering into your bankruptcy.

What assets will be sold? Your trustee can recover and sell any asset (apart from those you are allowed to keep) including if they are overseas or in someone else's possession. Assets include:

- Houses, apartments, land, farms and business premises (including leases)
- Motor vehicles (excluding exempt ones)
- Shares and other investments (including shares held in your employer's business)]
- Tax refunds for income earned before becoming bankrupt
- Proceeds of a deceased estate where the person dies before or during your bankruptcy
- Lottery winnings and other competition prizes

What assets can I keep? Your trustee is unable to recover some assets, for instance:

- Most ordinary household items
- Tools used to earn an income up to a limit
- Vehicles (eg cars and motorbikes) valued up to a certain amount
- Most balances and payments in or from regulated superannuation funds received on or after your date of bankruptcy (payments received prior to bankruptcy are not protected)
- Life insurance policies for you and your spouse, and the proceeds from these received after your bankruptcy
- Compensation for personal injury and worker's compensation (whether received before or after date of bankruptcy) including assets bought wholly or substantially with such compensation
- Assets you hold in a trust for another person
- If the creditors agree, awards of a sporting, cultural, military or academic nature (i.e. medals or trophies) which you claim as having sentimental value.

Are all my debts covered by bankruptcy? No. There are some debts (non-provable) you will need to pay despite becoming bankrupt. Additionally if a person has entered a joint debt with you or a person is a guarantor for your debts then creditors can continue to pursue them. Debts you will need to continue to pay include:

- Court imposed penalties and fines
- Unliquidated damages you are liable to pay due to accidents except under specific circumstances
- Student assistance/supplement loads (HELP - High Education Loan Program/HECS - Higher Education Contribution Scheme/SFSS - Student Financial Supplement Scheme)
- Debts you incur after your bankruptcy begins

Are there any debts I have to pay after my bankruptcy ends? Yes. Debts you must still pay after bankruptcy ends include those incurred by fraud, maintenance debts (i.e. child support), HECs and HELP debts and unliquidated damages.

What happens to my creditors? Unsecured creditors such as banks, finance companies, credit unions, service providers, doctors, lawyers and trades people lose the right to recover their debts including ceasing any legal action against you in relation to these debts. Secured creditors which hold a security over your asset/s are entitled to take them and sell them if you fall behind on your payments. Secured assets can include a mortgage over a house, a chattel mortgage, lease or bill of sale and council or water rates.

What do I do if my circumstances change? You must inform your trustee immediately if your income or dependents change or you think these circumstances will change.

What happens when my bankruptcy ends? Your name will appear on the NPII forever and on a commercial credit record for up to five years or longer in some circumstances. Property that has been vested in the trustee that has not been dealt with will not be automatically returned to you. The Bankruptcy Act states that a discharged bankruptcy must still help their trustee in finalising the administration of the bankruptcy, finalise payments and provide information relating to your financial circumstances if asked.

Can my bankruptcy be cancelled? Yes, in some circumstances. Cancellation of a bankruptcy is called annulment. Annulment can occur in three ways.

Firstly, when all your debts, including interest, realisations charge and your trustee's fees and expenses are paid in full.

Secondly, when your creditors accept a composition or arrangement, which is an offer of something less than payment in full.

Thirdly, if you successfully apply to the court to have your bankruptcy annulled.

Fees and Charges: Bankruptcy comes with various fees and charges. A trustee is entitled to a fee for administering your bankruptcy. If AFSA is your trustee then the fee is set by legislation and will only be paid if the money is received in the administration and must be paid regardless of annulment. Fees and charges are in Australian dollars (AUD) and are in accordance with Bankruptcy (Fees and Remuneration) Determination 2015 or the Bankruptcy (Estate Charges) (Amount of Charge Payable) Determination 2015.

Services Fees:

- Online self-service search using Bankruptcy Register Search - \$15
- Inspecting a publicly available document - \$45
- Application for a bankruptcy notice - \$470
- Application for extension of time for the service of a bankruptcy notice - \$160
- Overseas travel application fee - \$150
- Application for statutory notice - \$480 (excluding disbursements)
- Taxation of a bill of costs in relation to the administration of an estate - \$50 per 15 minutes or part thereof (includes GST)
- Taxation of a trustee's remuneration in an estate - \$50 per 15 minutes or part thereof (includes GST)
- Realisations charge (indexed) - 7% of the money received by trustees and administrators in bankruptcies, debt agreements, compositions and personal insolvency agreements
- Interest charge - The interest earned net of bank charges

Administration Fees (GST Inc):

- Bankruptcy estates - \$4, 000 + 20% of money received. Where administration includes managing the debtor's business, an additional fee of \$62.50 per 15 minutes applies for time spent managing the business.
- Composition (s73 of the Bankruptcy Act) - 20% of the value of the proposal accepted by creditors. This fee is in addition to the fee for administering the bankruptcy.

- Pre-bankruptcy control orders (s50 of the Bankruptcy Act) - \$62.50 per 15 minutes or part thereof.

Debt Agreement

What is a Debt Agreement? A Debt Agreement is an alternative to Bankruptcy. It's an affordable offer to settle debts and regain control of your financial situation over a fixed term. Most debts are usually settled over 3 - 5 years and payments are based on what you can reasonably afford /your budget. A Debt Agreement is considered an "Act of Bankruptcy".

Eligibility: You can lodge a debt agreement proposal if:

- You're unable to pay your debts when they're due.
- You have not been Bankrupt, had a Debt Agreement or personal insolvency agreement in the last 10 years.
- You have unsecured debts and assets less than an indexed amount (see [Here](#))
- Estimate your after-tax income for the next 12 months to be less than an indexed amount (see [Here](#))
- You have divisible assets greater than an indexed amount (see [Here](#))

A Debt Agreement is not for everyone but it can be a solution which provides relief to those struggling with debt.

Generally, it may be suitable for people who can't get a loan, struggling to pay their debts and hope to avoid bankruptcy.

Only a registered Debt Agreement Administrator should assist you prepare a Debt Agreement proposal and fees usually apply when it come to this process.

The Debt Fix "No Fix, No Pay" Refund Policy addresses situations where Debt Fix may have performed work in good faith with the assumption you have made accurate and truthful declarations insofar as your eligibility to make a Debt Agreement. Debt Fix urges you to read this information which is located on its website.

What happens to my Debts? When you make a Debt Agreement, most of your unsecured debts are "frozen". This means all the interest, service fees, account keeping fees and late payment fees stop. Should creditors accept your proposal, they will not be able to contact you for debt collection or take legal action against you. You must disclose all your debts

Can I keep my car and other property? If you have a car under finance (secured) and you want to keep the car, you must continue your payments to this contract. Unlike Bankruptcy you are allowed to keep all your possessions and there is no vesting of property

Do the creditors have to accept my proposal? No. Creditors will only accept your offer if they consider it reasonable. To make a Debt Agreement, a majority of your creditors (in value) must accept your offer.

What happens to my credit rating? When you make a Debt Agreement, it will temporarily be recorded on your credit file which may impact your ability to obtain further credit. Personal Information will also be recorded on a public register (NPII) for a limited time e.g. Once you successfully complete the Debt Agreement, it will be removed from the NPII either 5 years from the date the Debt Agreement is made or the date the obligations are discharged (whichever is later).

How do creditors get paid? Your debt repayments are consolidated into one, affordable payment and kept in a trust account. Debt Fix pays your creditors over time per the terms set out in the proposal, until the debt agreement is settled. Full and accurate disclosure of all your debts is required by law. Creditors will vote to reject a proposal where undisclosed or understated debts are discovered. Section 267(2) of the Bankruptcy Act provides penalties for false statement.

What happens if I stop paying the Debt Agreement? If you stop paying your Debt Agreement, it could be terminated. Creditors can elect to terminate a debt agreement if they are dissatisfied with its performance.

Once the Debt Agreement is cancelled, unsecured provable debts will revive and the affected creditors will resume collection of their debts - adding interest, fees and charges from the date that the Debt Agreement started.

If you fail to make payments for a continuous period of 6 months after a payment is due, the Debt Agreement is automatically terminated.

If my situation changes, can I change my Debt Agreement? Yes. You may vary your Debt Agreement, if your creditors agree to the change. Your creditors will only accept changes to your proposal if they consider it reasonable. A variation to a Debt Agreement will only be accepted if a majority (in value) agrees to the changes. With our expertise, Debt Fix can help you with this if need be.

Will Debt Fix speak with my Creditors? Yes. Debt Fix will contact your creditors and request they stop collection action.

What happens if I complete my Debt Agreement early? Your credit file will be updated to reflect that you have completed your Debt Agreement and you will find it easier to apply for secured lines of credit such as mortgages or car loans. However, the Debt Agreement will stay on your credit file until the full term of your agreement has elapsed which can be up to 5 years depending on the nature of your Debt Agreement.

Fees and Charges: Preparing a Debt Agreement application is a highly specialised task performed over a number of teams. Information about the Application fee, Debt Fix terms and Conditions and refund policy are provided before you sign any documents and throughout the application stage. In order to progress your application you are requested to confirm that you have read, understood and consent to the fee.

The application fee (\$1950 inc GST) is a fee for service charged to cover operating costs including (but not limited to):

- Providing information about options to deal with unmanageable debt and the consequences of each option
- Help accessing "hardship assistance" with banks and finance companies
- Assistance with preparing a budget
- Speaking to creditors to get up-to-date details for preparing a debt agreement proposal
- Speaking to creditors to explain your circumstances and the reasons why the creditors should vote for the proposal
- Preparing and lodging the debt agreement proposal forms with us
- Ongoing guidance with the debt agreement
- Responding to reasonable requests from creditors

- Contacting creditors to stop garnishees on wages

When it comes to the Debt Agreement application fee, we urge you to read our “*No Fix, No Pay*” refund policy and terms and conditions, located on the Debt Fix Website.

When you submit a Debt Agreement to AFSA (the Government Agency which oversees the Debt Agreement scheme) a lodgement fee of \$200 applies.

Debt Agreement Administrators may charge an Administration Fee (usually) between 20% - 25% of the value of the proposal accepted by creditors, based on affordability.

For further information about Debt Agreements, the benefits and consequences and alternatives, please refer to [AFSA](#).

AFSA is the Government Agency responsible for the regulation of personal insolvency practitioners, including Registered Debt Agreement Administrators.

Apart from providing practical information about options to deal with unmanageable debt, AFSA investigate alleged Bankruptcy Act offences and where appropriate refer for prosecution.

Personal Insolvency Agreement (PIA)

A Personal Insolvency Agreement (PIA) is an alternative to bankruptcy. It is a flexible way for you to come to an arrangement with your creditors to settle your debt which has become unmanageable.

The PIA aims to pay creditors in part or in full through one or more of the following ways:

- A lump sum payment from your own money or a third parties (i.e family or friends)
- A transfer of assets to creditors or using proceeds from the sale of assets to make a payment to creditors
- A payment arrangement

What happens if my proposal is rejected? If your proposal fails creditors can either start bankruptcy proceedings by voting in favour of you becoming bankrupt or leave it up to you to decide how to deal with your financial difficulties.

Additionally, if the PIA is rejected or lapses you cannot appoint another controlling trustee for six months without permission from the court.

What happens when my proposal is accepted? A trustee (who must be either a registered trustee or AFSA) is appointed to administer the agreement. While creditors are bound by the terms of the PIA, secured creditors right's relating to their security are not affected.

What is a creditor's meeting and do I have to attend? Once your controlling trustee has looked over the proposal, made the appropriate enquiries and reported to the creditors the amount they should expect a creditor's meeting must be held. At the meeting creditors will consider and vote on the proposal. A majority of creditors must vote 'yes' for the proposal to be accepted. You must attend this meeting unless the controlling trustee has excused you.

The creditors' meeting is advertised on AFSA's website.

What if my circumstances change? Variations are available in some circumstances, if none of the creditors object in writing. You can make a written request to the trustee and a creditors meeting will be called where creditors can vary the terms of the PIA with your written consent.

The trustee can terminate the PIA via a resolution of the creditors where they are satisfied you are not adhering to your obligations.

In certain circumstances the court may terminate the PIA.

When does the PIA end? Usually, when the trustee has paid the final dividend to the creditors you can request certificate stating that you have met all the obligations and the PIA has been discharged by the trustee.

Fees and Charges:

- Publishing a notice advertising creditors' meetings on AFSA's website - \$260 (includes GST)
- Document processing fee (payable when controlling trustee authority is lodged with AFSA) - \$240
- Controlling trustee authorities (s188 of the Bankruptcy Act) - \$62.50 per 15 minutes or part thereof. This fee is in addition to the fee for administering the bankruptcy.

Some Trustees may charge additional fees and there are usually fees to propose a PIA, lodge and manage a PIA. The fees between trustees vary so you should discuss with them what their fees cover before you decide to go ahead. The total set up fee and any ongoing fees should be in your proposal.

Informal Options to Deal with Unmanageable Debt

Informal Options involve making arrangements directly with your creditors outside any structured, legislated arrangement.

You may be able to make such arrangements yourself otherwise you could employ a company like Debt Fix to assist you, although fees and charges will apply.

If you wanted to explore the possibility of an informal means to deal with your unmanageable debt, but you are unable to set this up yourself and did not want to pay a fee to do so, you could seek the assistance from a Free Financial Counsellor. Simply call 1800 007 007 to explore the assistance Financial Counsellor's can offer.

In terms of making arrangements with your creditors directly, Debt Fix encourages its clients to maintain good communication lines with creditors.

Financial Hardship

Financial hardship is when you have difficulty in paying the repayments on your loans and debts when they are due. There could be a number of reasons for financial hardship (including but not limited to):

- injury or illness
- unemployment
- relationship separation
- domestic violence/financial abuse
- natural disaster
- reduction of income
- gambling.

Financial hardship is more common than you might think so if you find yourself in financial hardship, it's important to know that you're not alone – even if it sometimes feels that way.

Banks can help: Most banks have dedicated Teams within their businesses to deal with financial hardship cases. You should consider contacting the Bank's Customer Care team, who specialise in working with you if you're finding things tough financially. We'll talk you through your circumstances to understand what options are available to help improve your situation. The Banks priority is to help you get up to date with your payments and back on track, so it's a good idea to speak to the Bank sooner rather than later.

How can Banks help? If you're suffering Financial Hardship, your Bank may be able to tailor a repayment arrangement based on what you can afford to pay at the time, for example reduced repayments, interest adjustments, repayment extension periods

In some cases the Bank may agree to defer or reduce repayments on your loan for three, six and up to 12 months, to be assessed case by case (with interest capitalised into the loan). Also the Bank could suspend any debt collection activity while these arrangements are in place.

Debt Management Plan / Debt Relief Plan (DRP)

A Debt Management Plan or Debt Relief Plan is an informal way to regain control of your debts. To set the plan up, there are a few steps:

1. The first step to arrange a DRP is to work out your total income from all sources and your total living costs (as determined in your budget). Debt Fix has a Free Budget Planner located on its website.
2. Allocate some money to an emergency fund to allow you to meet unplanned costs, such as a doctor's bill or car repairs.
3. Prepare a list of all creditors and what you owe them, the interest rate and how much you agreed to pay under the contract. Make a decision about how you will allocate the available funds to make repayments to these debts.

For instance, you may choose to:

- split the available money evenly between all creditors
 - pay each creditor a percentage of the normal payment due
 - pay more off those debts with higher interest
 - request that certain repayments be postponed for a specific period, and use the money to pay the other debts.
4. Contact your creditors and, based on the decisions you have made about the affordability of each debt, propose a payment plan. Make sure that you only commit to a payment plan that you will be able to afford.
 5. Commence making the payments according to your plan and your discussions with your creditors.

Debt Fix can assist you set up a DRP and will usually charge an application fee of \$1950 (including GST). In addition to this, Debt Fix will also charge a fee for managing the payments and distributions. All fees and charges are explained in plain English and itemized in the application.

Debt Waivers

In certain circumstances, creditors may waive a debt. For example, if:

- Your only assets are basic household goods and/or a low value car
- You are a long-term recipient of Centrelink
- You are unwell or other compassionate grounds apply
- Debt waivers are often appropriate if you have one or two debts. If you have multiple debts, other options might be more appropriate.

If you are interested in seeking assistance in this regard, you may consider seeking the assistance from a free financial counsellor.

Moratorium

This is often called a “repayment holiday”. If your creditors deem it appropriate, you may be able to enjoy a payment holiday and make no repayments for a fixed period,

This could be a useful option if you are suffering a short term financial issue, after which normal conditions can be resumed.

You may suffer short-term hardship for a number of reasons, such as

- a fixed period of time off work due to injury
- an unexpected illness, or
- temporary unemployment

Some creditors might stop fees and interest during a deferral period if requested.

Surrender or Sell Assets

If your situation has permanently changed and you’re certain you won’t be able to afford payments on your house, car or other asset, you can contact your creditor and arrange to surrender the asset to them.

Once surrendered, your creditor will sell the asset and put the proceeds against your debt.

While creditors try to sell goods for a reasonable price, it’s possible that:

Your goods will sell for less than their expected market value and you’ll still be left owing money after the item has been sold.

If this happens, you will need to make a repayment arrangement or otherwise settle the remaining (shortfall) debt.

Lump Sum Settlement Offer

This is an offer to settle the debt owed and all outstanding obligations for less than the amount owing.

Depending on the amount you owe, your offer and the way the debt has been managed to that point, a full and final, lump sum settlement of the debt may appeal to a creditor.

Debt Fix has successfully negotiated many lump sum settlements on behalf of its clients.

Debt Fix charges a fee of 20% (inc GST) of any funds saved for this service.

Mortgage Refinance

Simply, Mortgage refinance involves combining all your debts, (including your mortgage into a new mortgage so that you have one monthly repayment, instead of several repayments.

Many consolidate their debts to try and make their loan repayments more affordable.

Refinancing may be a good option to better manage debts, especially when interest rates are low. This said, you should consider that whilst your monthly outgoings may reduce, your debts are spread over a much longer term which means that ultimately you may end up paying significantly more.

In this way, you need to balance the short term benefits against the long term consequences.

If you've got bad credit or a poor credit score, defaults or other infringements on your credit file, some lenders may see you as a high credit risk and reject your loan application outright. Unlike a lot of Australian mortgage brokers, Debt Fix advisors understand that people make mistakes and that lifestyle changes such as divorce or needing to take time off work can take their toll on your finances, so we're always prepared to consider such issues when assisting you in your loan application.

Debt Fix will examine your financial situation and give you the loan options available to you, so you can decide if a mortgage or loan is right for you. Following this, we'll refer your case to our panel of lenders and explain your situation why we think you're a good candidate for a mortgage, despite your credit history.

Debt Fix has an Australia Credit Licence (ACL 393436) and is a MFAA approved broker with access to a panel of lenders. Fees and charges may apply and you should seek legal advice before considering this option.

Privacy Policy

The purpose of the Debt Fix Privacy Policy is to communicate clearly the personal information handling practices of Debt Fix. It aims to enhance transparency and give individuals a better and more complete understanding of the sort of personal information held by Debt Fix and the way it handles such information.

PERSONAL INFORMATION HANDLING PRACTICES

Debt Fix has obligations under the Privacy Act 1988.

The Debt Fix Privacy Policy sets out how it complies with such obligations and how we may collect, use, disclose and store personal information and how individuals may access and correct personal information held about them.

Under the Act, Personal information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

From time to time, we may share your personal information with other companies and sometimes we provide personal information about our clients to organisations outside Debt Fix Pty Ltd. These may include (but not limited to):

- Outsourced service providers and marketing agencies
- Payment systems operators
- Financial institutions (for example, your creditors)
- Government Departments and Agencies and/or as required by law
- Accountants, auditors or lawyers or other professionals
- Your appointed representative (for example lawyer, mortgage broker, financial adviser or trustee).

Debt Fix may have contracts with organisations locally and overseas who provide services to us or who provide products or services jointly with us.

These contracts require the organisation to:

- Meet the privacy standards we set for ourselves in protecting your personal information and comply with the Privacy Act
- Use the personal information only for the specific service we ask them to perform or the product/service that we ask them to provide, and for no other purpose. Debt Fix may also need to provide your personal information to others outside Debt Fix where:
- Share information in some circumstances, for example when we are permitted or required to (by law or where we have a public duty to do so). For example, a Court, a regulator (such as AFSA or the ATO) or the police can compel us to disclose personal information to them.
- It can be reasonably inferred from the circumstances that you consent to your personal information being disclosed to them (implied consent).

For example, your consent will be implied for us to use and disclose your information to inform you of products and services that we believe may interest you. However, your implied consent for us to do this can be withdrawn at any time by telling us. We will only do this in accordance with the Australian National Privacy Principles

COLLECTION

It is our usual practice to collect personal information directly from an individual.

Sometimes Debt Fix will collect personal information from a third party or a publicly available source, but only if the individual has consented to such collection or would reasonably expect us to collect their personal information in this way, or if the individual has invited such collection as would be necessary for a specific purpose. Under such circumstances an “invitation” could be implied or stated.

In some circumstances Debt Fix will receive personal information about third parties from individuals who contact us and supply us with the personal information of others in the documents they provide to us. In these circumstances we will attempt to ensure that the consent of those third parties is obtained if we think we may need to use or disclose that information.

We only collect personal information for purposes which are directly related to our business functions or activities, and only when it is necessary for or directly related to such purposes.

We also collect personal information as part of our normal communication processes directly related to those purposes, including (but not limited to):

- When an individual emails staff members
- When an individual phones us we may store their phone number on our telephone system

USE AND DISCLOSURE

Debt Fix will use personal information for the purposes for which it was given to us, or for purposes which are directly related to our business functions or activities. With consent, we will share such information with government agencies, organisations or anyone else unless the individual expressly removes such consent or otherwise required or authorised by law.

DATA QUALITY

We take steps to ensure that the personal information we collect is accurate, up to date and complete. These steps include maintaining and updating personal information when we are advised by individuals that their personal information has changed, and at other times as necessary.

DATA SECURITY

We take steps to protect personal information we hold against loss, unauthorised access, use, modification or disclosure and against other misuse. These steps include password protection for electronic files and physical access restrictions. When no longer required, personal information is destroyed in a secure manner or deleted.

ACCESS AND CORRECTION

If an individual requests access to the personal information we hold about them, or requests that we change that personal information, we will allow access or make the changes unless we consider that there is a sound reason under the Privacy Act not to do so.

HOW TO CONTACT US

Individuals can obtain further information in relation to this privacy policy, or provide any comments, by contacting us:

Telephone: 1300 332 834

Post: Suite 1801 99 Mount Street North Sydney NSW 2060

Email: Info@debtfix.com.au

OUR FILES

This section details how we handle specific types of files that contain personal information.

COMPLAINTS

Debt Fix has a Complaint Handling Policy located on its website. Click [here](#) to view its Complaint Handling Policy

PURPOSE

Debt Fix will collect personal information to enable us to assess, investigate, conciliate or determine complaints, and use that personal information to ensure that we are accountable for the way we handle complaints.

Such files may also include personal information about individuals who are authorised to represent complainants and about third parties who provide information in the course of our investigations.

COLLECTION

We collect personal information directly from complainants and respondents or their authorised representatives. Debt Fix may also collect personal information about complainants and respondents from third parties, when it is relevant to our assessment, investigation, conciliation or determination of a complaint.

USE AND DISCLOSURE

We use the personal information collected on these files to assess, investigate, conciliate or determine complaints. We may use personal information held in complaint files to make contact with the complainant, the respondent and any other relevant individual or organisation.

We may give the complainant's name and details about the complaint to the respondent as we consider the complainant would be reasonably likely to be aware that this would happen. However, we give the complainant the opportunity to tell us if there are any parts of their complaint that they do not want us to disclose to the respondent. We will not disclose any such parts of the complaint to the respondent unless we are required by law to do so or if the disclosure will prevent or lessen a serious and imminent threat to somebody's life or health.

If the information the complainant agrees to disclose to the respondent is too limited, we may not be able to proceed with the complaint because procedural fairness requires that we must provide the respondent with sufficient information to respond to the complaint in a meaningful way.

We may give information to other regulators or to enforcement bodies in the course of referring a complaint to that body or seeking its advice. We prefer to seek the consent of the individual, but may sometimes disclose without consent if we are authorised or required by law to disclose the information.

DATA QUALITY

We maintain and update personal information in our complaint files as necessary or when we are advised by individuals that their personal information has changed.

DATA SECURITY

Complaint files are stored in locked cabinets in paper form.

ACCESS AND CORRECTION

If an individual requests access to the personal information we hold about them, or requests that we change that personal information, we will allow access or make the changes unless we consider that there is a sound reason under the Privacy Act not to do so.

REFERRERS & REFERRAL FEES

In some cases, you may have been referred to us by other regulated or non-regulated third parties such as finance brokers, accountants, lawyers, financial planners, etc. Where this is the case, we may pay a referral fee to these parties. If we do pay a fee to these parties, then:

- (a) They should have already told you about any referral fees they may receive;
- (b) Any fees charged by the referrers for any services provided including any duplication of services which may be provided by us are separate and in addition to our professional fees.

You can ask us about the referral fees payable to the referrer and we will tell you how much was paid and how it was worked out.

You acknowledge and agree that we are not responsible for any fees charged by the referrer to you for any services provided by the referrer to you.

Audit Files

PURPOSE

Audit files record details of audits conducted by regulatory bodies. The personal information held in such files may include contact information and opinions of employees.

COLLECTION

We collect personal information in these files from employees within the organisation being audited.

USE AND DISCLOSURE

We use information in audit files for the purpose of undertaking audits and to assist in the compilation of audit reports. Personal information in audit files is disclosed to regulatory bodies, organisations or anyone else as required by law.

DATA QUALITY

We maintain and update personal information in our audit files as necessary or when we are advised by individuals that their personal information has changed.

DATA SECURITY

Audit files are stored in either password protected electronic media or in locked cabinets in paper form.

ACCESS AND CORRECTION

If an individual requests access to the personal information we hold about them, or requests that we change that personal information, we will allow access or make the changes unless we consider that there is a sound reason under the Privacy Act not to do so.

Enquiries Database

PURPOSE

The purpose of any Debt Fix database is to register and store personal information relating to enquirers, complainants, respondents, authorised representatives and witnesses. It also relates to employees of agencies or organisations which we have audited.

COLLECTION

We collect personal information in such databases from individuals or their authorised representatives. We also collect personal information on this database from agencies and other organisations.

USE AND DISCLOSURE

The personal information collected in any Debt Fix database is used for the purpose of recording and managing enquiries and folios. The personal information in any Debt Fix database is disclosed to clients, authorised enquirers, and respondents for the purpose of handling enquiries.

DATA QUALITY

We maintain and update personal information in databases as necessary or when we are advised by individuals that their personal information has changed.

DATA SECURITY

Personal information is stored in an electronic records management database which can only be accessed by registered users for the purpose of working on enquiries, complaints, own motion investigations or audits.

ACCESS AND CORRECTION

If an individual requests access to the personal information we hold about them, or requests that we change that personal information, we will allow access or make the changes unless we consider that there is a sound reason under the Privacy Act not to do so.

Contact Lists

PURPOSE

We maintain contacts lists which include contact information about individuals who may have an interest in Debt Fix services. We use these contacts lists to distribute information about our activities and publications.

COLLECTION

It is our usual practice to collect personal information in contacts lists directly from individuals, for example, where they have asked to be added to a contact list. Sometimes we collect personal information from a third party or from a publicly available source.

USE AND DISCLOSURE

We use personal information in contacts lists for the purpose of marketing and disseminating information. We do not give personal information about an individual to other agencies, organisations or anyone else without consent unless: the individual would reasonably expect, or has been told, that information of that kind is usually passed to those agencies, organisations or individuals; or the disclosure is required or authorised by law.

DATA QUALITY

We maintain and update personal information in our contacts lists when we are advised by individuals that their personal information has changed. We also regularly audit contacts lists to check the currency of the contact information. In the course of updating the lists we will remove contact information of individuals who no longer wish to be contacted.

DATA SECURITY

The personal information in the contacts lists is stored in either password protected electronic media or in locked cabinets in paper form. When no longer required, personal information in contacts lists is destroyed in a secure manner or deleted.

Routine access to contacts lists is limited to the database operators who have responsibility for maintaining the contacts lists. Other staff members have access to the personal information in contacts lists on a need to know basis.

ACCESS AND CORRECTION

If an individual requests access to the personal information we hold about them, or requests that we change that personal information, we will allow access or make the changes unless we consider that there is a sound reason under the Privacy Act not to do so.

FINANCIAL RECORDS

PURPOSE

Debt Fix is required to keep and maintain financial records. Personal financial information of this nature is stored in either password protected electronic media or in locked cabinets in paper form.

COLLECTION

It is our usual practice to collect personal financial information directly from individuals, for example, where they have engaged Debt Fix Pty Ltd for a specific purpose or function.

USE AND DISCLOSURE

Generally such records are used to transact fees or provide information for analysis. On occasion, we may be required to provide your personal financial information to other agencies, organisations or anyone else without your consent where the disclosure is required or authorised by law.

On occasion, Debt Fix may use a third party provider called Ezi Debit Australia Pty Ltd (ACN: 096 902 813). Ezi Debit is a Direct Debit Agent for Debt Fix and Ezi Debit itself does not provide any goods or services and has no express or implied liability in regards to the goods and services provided by Debt Fix or the terms and conditions of any agreement with the Debt Fix.

In the event Debt Fix is required to engage Ezi Debit Australia on your behalf, you consent to your personal financial information being shared and exchanged between Debt Fix Pty Ltd and Ezi Debit Australia notwithstanding any ancillary terms and conditions such as the DDR Service Agreement you may have considered, signed and agreed to with Ezi Debit Australia Pty Ltd (ACN: 096 902 813) directly. Should you require a copy of such consent, Debt Fix retains a copy of this record and may provide this to you within 14 business days. Further information relating to Ezi Debit's Privacy Policy can be found at www.ezidebit.com.au. Debt Fix will keep your personal financial information and other private information (including but not limited to your transaction account information) private and confidential unless such information is required to investigate a claim made to it in relation to an alleged incorrect or wrongful debit, omission, false disclosure, audit or government inspection or otherwise required by law.

DATA QUALITY

We maintain and update personal financial information when we are advised by individuals that their personal financial information has changed. We also regularly audit/review personal financial information to check the currency of such information. Debt Fix Pty Ltd will be relying upon its authority granted to it by you as your agent in the course of updating personal financial information. Accordingly Debt Fix may be required to verify your personal financial information with third parties agencies, organisations or anyone else for that matter relying upon said authority to do so.

DATA SECURITY

The personal financial information is stored in either password protected electronic storage facilities or in locked cabinets in paper form. When no longer required, personal information in contacts lists is destroyed in a secure manner or deleted. Routine access to personal financial information is limited to the database operators who have responsibility for maintaining such personal financial information. Other staff members have access to your personal financial information on a need to know basis.

ACCESS AND CORRECTION

If an individual requests access to their personal financial information held, or requests that we change their personal financial information, we will allow access or make the changes unless we consider that there is a sound reason under the Privacy Act not to do so.

WEBSITE PRIVACY POLICY

Debt Fix is committed to protecting your privacy.

Debt Fix undertakes that it will treat all personal information provided to it in accordance with the National Principles for the fair handling of personal information, pursuant to the Privacy Act 1998 (as amended). If you have any questions at all regarding the collection, storage, use or disclosure of your personal information by Debt Fix, please phone the Debt Fix in the first instance, or use the 'contact us' button on this web site.

Debt Fix may release information about you where there is a duty to the public to disclose that information, where we are required by law or where the interests of Debt Fix require disclosure. However, Debt Fix will not sell or disclose your information to any individual or entity outside Debt Fix group companies or approved business partners without your permission.

INFORMATION WE COLLECT

Two types of information are collected:

Personal, or "individually identifiable," information you provide to us; and Standard web server/visitor traffic information, commonly referred to as "aggregate information," regarding overall website traffic patterns. Normally, web servers collect this type of basic information as part of their web log processes. We only use this information for statistical, reporting and website administration and maintenance purposes. It is not used in a way that individually identifies you, and we do not report on individual users.

COLLECTION AND USE OF PERSONAL DATA

Debt Fix does not collect or record personal information, other than information you choose to provide through the online forms on this website.

If you do submit online forms containing personal information, we will use that information to respond to your message. The main purpose of collecting and using personal information submitted through our site is to respond to customer enquiries or feedback from this site. The information gathered will only be used to complete your request unless specifically stated on a particular form.

Information provided by you will be handled in accordance with Australian privacy laws. We maintain strict privacy standards and procedures with a view to preventing unauthorised access to your data by anyone other than Debt Fix.

Email addresses and any other contact details you provide will not be added to a mailing list without your consent.

RECORDING AND MONITORING TELEPHONE CONVERSATIONS

On occasion, Debt Fix may monitor (listening in to), or record telephone conversations.

You can assume that all calls made into Debt Fix are recorded or monitored and, we will tell you at the beginning of the conversation so that you have the chance either to end the call, or to ask to be transferred to another line where monitoring or recording does not take place if this is available.

Debt Fix may monitor and /or record telephone conversations for a number of reasons (including but not limited to);

- to protect you in your dealings with the organisation, for example to record your instructions
- to provide a record in the event of a dispute
- to improve customer service, for example, monitoring, training or coaching of staff who handle telephone calls

THIRD PARTY INFORMATION

We will not disclose your personal information to a third party without your consent, unless we are required or authorised to do so by law or other regulation. In the unlikely event of an investigation into suspected unlawful or improper activity, a law enforcement agency or government agency may exercise its legal authority to inspect the web server's records (eg. in relation to hacking or abusive messages).

COOKIES

We do not use cookies on our site. A cookie is a block of data that is shared between a web server and a user's browser. Cookies give the server information about a user's identity and website visiting patterns and preferences. You can find more information about cookies at the Microsoft website.

SECURITY OF YOUR PERSONAL DATA

The protection of personal privacy is a priority of Debt Fix.

This website does not provide facilities that guarantee secure transmission of information over the internet. You should be aware that there are risks in transmitting information across the internet, including online forms and email. If you are concerned about conveying sensitive or personal material to Debt Fix over the internet, contact us by telephone to discuss the matter.

AMEND/UPDATE INFORMATION

If you believe that any information held by us about you is incorrect or incomplete you should contact us to amend this information. Any information which is found to be incorrect will be corrected as soon as possible.

ACCESS RIGHTS

You have the right to access personal data that is held about you. To obtain a copy of your personal information we hold, please call us or fill in our online contact form.

NOTIFICATION OF CHANGES TO THE PRIVACY STATEMENT

Debt Fix may change the content or services found on our website at any time without notice; consequently our Privacy Statement may change at any time also without notice.

WEB SITE

When you request information through this web site, we need to know your e-mail address or, where you wish it to be sent by post, your name and postal address. We use this to send to you the information you request in the form that you require.

When you send feedback we ask for your e-mail address and telephone number in order to thank you for your contribution and request more information if required. If you provide feedback to us you agree that information shall be deemed to be non-confidential and Debt Fix may use such information on an unrestricted basis

The information that Debt Fix may collect from you will be held by Debt Fix, Debt Fix's agents, and Debt Fix's Internet Service Provider to enable you to access this web site. You may request access to and correction of your information at any time. If you wish to change or delete any of the information you have entered whilst visiting our web site.

These terms and conditions relate to the use of this web site and are governed by the laws in force in the State of New South Wales and Australia.

FINANCIAL ADVICE DISCLAIMER

Debt Fix provides only general information and you should not take any information provided by Debt Fix to be professional advice.

Whilst Debt Fix makes every effort to ensure the information it provides is up to date at the time its delivered, some information, terms, conditions and outcomes may change from time to time.

Debt Fix is not a financial adviser. Before acting on any information, you should consider the appropriateness of it and the relevant product having regard to your objectives, financial situation and needs. You should consider seeking independent legal, financial, taxation or other advice to check how any information relates to your unique circumstances.

Debt Fix is not liable for any loss caused, whether due to negligence or otherwise arising from the use of, or reliance on, the information provided directly or indirectly, by Debt Fix.

COMPLAINT HANDLING POLICY

Debt Fix is committed to delivering efficient, high level, quality service. We aim to provide prompt, courteous, helpful, open and informative advice in response to every approach made by a member of the public. We are always keen to hear the views of our clients about our performance.

We recognise that, like all organisations, from time to time things can go wrong. We are especially keen to hear about such instances since they provide us with an opportunity to put things right and to learn from our mistakes. That way, we can get it right next time.

TYPES OF COMPLAINT HANDLED

Handling complaints quickly, fairly and helpfully is a key part of our approach to service delivery. When things go wrong and Debt Fix does not provide the quality of service expected, we will endeavor to:

- Ensure that making a complaint is as easy as possible;
- Treat a complaint seriously whether it is made by telephone, letter, fax or e-mail;
- Deal with it promptly, politely and where appropriate, informally (for example, by telephone);
- Include in our response an apology where we have got things wrong, an explanation of the position, or information on any actions taken, etc.;
- Learn from complaints; use them to improve our service.

HOW TO MAKE A COMPLAINT

You can make a complaint in writing, e-mail or by telephone; in any event, please provide a day-time telephone number where we may contact you if you would find a telephoned response convenient. If you are e-mailing, please let us know if a reply by e-mail is acceptable and, if not, please provide a full postal address.

Complaints should normally be directed to the member of staff with whom you have been dealing. This will give them the opportunity to explain what actions have been taken and to try to sort things out with you. If you would prefer, you can ask the member of staff for the name of their line manager and direct your complaint to him/her.

WHAT HAPPENS NEXT?

We will use our best endeavours to:

- treat complaints thoroughly, fairly and politely, and investigate them sensitively;
- respond promptly. Our target for replying to complaints is 15 working days from the date of receipt. If it is not possible to give you a full reply within this time - for instance because a detailed investigation is required - we will give you an interim response;
- telling you what is being done to deal with your complaint, and when you can expect the full reply and from whom.
- Our first response to your complaint should resolve your problem; however, if you are unhappy with our reply, or need further help, you can write to our Complaints Officer who will consider the issues afresh, and try to resolve them.

EXTERNAL DISPUTES RESOLUTION SCHEME

It is a requirement that all Credit Licensees have a dispute resolution system in place that consists of a complying internal dispute resolution (IDR) process and membership of an EDRS. Debt Fix is a member of an EDR scheme run by the Australian Financial Complaints Authority or 'AFCA'.

AFCA is the external dispute resolution (EDR) scheme which deals with complaints from consumers and small businesses about financial services and products.

Membership of AFCA is required under law or a licence condition. AFCA operations are financed by contributions made by its members and the scheme is free to consumers

You can lodge a complaint with AFCA, as follows:

Online: www.afca.org.au
Email: info@afca.org.au
Phone: 1800 931 678 (free call)
Mail: Australian Financial Complaints Authority
GPO Box 3 Melbourne VIC 3001

DEBT AGREEMENT COMPLAINTS

If your complaint relates to an Insolvency matter (such as a Debt Agreement, Bankruptcy etc), the correct agency to complain to is Australian Financial Security Authority (AFSA).

AFSA is responsible for monitoring standards of personal insolvency practitioners (including debt agreement administrators under the Bankruptcy Act. There is no charge for the service and AFSA will acknowledge written complaints within seven days. According to AFSA's charter, they are able to deal with most complaints within 28 days. Complex issues may take longer.

HOW TO COMPLAIN TO AFSA

If Debt Fix is unable to satisfy your complaint, you may consider contacting AFSA's Regulation and Enforcement branch:

Regulation & Enforcement
Australian Financial Security Authority
GPO Box 548, Sydney NSW 2001
Tel: 1300 364 785
Online: www.afsa.gov.au

There is no cost for raising a complaint through AFSA

DEBT FIX COMMITMENT STATEMENT

As a reflection of our sincerity in dealing with our clients, we agree to be bound by the following commitment statement. In order for our work together to be as productive as possible, we also ask our clients to make a few commitments to us. By agreeing to these simple items, we both indicate our acceptance of these terms of our relationship and understand what to expect from each other.

OUR COMMITMENT TO YOU:

Our team will always consist of talented professionals so that we can provide the highest quality of service.

- We will respect absolutely the confidentiality of our relationship and we will act with integrity in everything we do.
- We are committed to understanding your individual needs and to tailoring our services accordingly.
- We will provide clearly defined and highly responsive services to you.
- We will always be there to help you implement solutions by providing tools and knowledge.
- We will return all communications from you by the end of the next business day.
- We will provide you with competent and outstanding referrals to fulfil needs that fall outside our expertise.
- We will honour our commitments to you absolutely.

YOUR COMMITMENT TO US:

- You will be open and honest with us at all times. You will consider the advice we offer, however we acknowledge your right to accept or reject it.
- You will provide us with the information we request within the time-frame agreed upon.
- You will honour your financial obligations and if you have difficulty TDPng so, you will contact us immediately.
- You will return our communications as promptly as possible.