



Service and Engagement Terms

BETWEEN: VETCOMP PTY LTD ACN 672 316 371

AND:

REFERENCE: MCRA DVA CLAIM, FILE NO:

PREAMBLE

You wish to engage VETCOMP to assist you with making a compensation claim from the Department of Veterans' Affairs (DVA) for a condition which you believe has been caused by your time in the Australian Defence Force.

This agreement contains the Service and Engagement Terms between VETCOMP (hereafter referred to as 'we', 'us', 'our', 'VETCOMP') and you. Please overview these terms of service as they provide information regarding your costs, the service we will provide and, in addition, your rights under the Australian Consumer Law (ACL).

If there is any confusion throughout the Service and Engagement Terms, contact VETCOMP for clarification. This document outlines the legal parameters for which we operate. Once you acknowledge and accept these Service and Engagement Terms as per clause 1, we deem that a binding commitment has been made between the two parties.

1. ACCEPTANCE

Our offer will be deemed accepted if:

- a) You sign, date, and return a copy of the Service and Engagement Terms to us; or
- b) You instruct us to provide our services or continue to request our services.

When you accept our offer, you acknowledge that you are satisfied and agree with the Service and Engagement Terms, and covenants contained in these terms.

2. COOLING OFF PERIOD

You may elect to terminate this agreement at any time within 48 hours of entering into this agreement (the Cooling Off Period) and will not be subject to any financial penalty.

3. PROVIDED SERVICES

Upon agreement, we will provide the following:

- a) Begin analysing your situation with your compensation claim and aid with claims, appeals and reviews related to DVA;
- b) Corresponding with DVA on your behalf in relation to your claim, including but not limited to receiving and sending emails and letters, receiving and making phone calls;
- c) Corresponding with third party professionals for legal, medical, and financial advice on your behalf, including but not limited to receiving and sending emails and letters, receiving, and making phone calls;
- d) Applying to DVA for a lump sum compensation claim under MRCA, DRCA or VEA on your behalf.

We are limited to advocacy work, and will not provide legal, medical, or financial advice to you in relation to your compensation claim. Should you require any such advice we will recommend appropriate professionals in the relevant industries to provide such advice. You are under no obligation to obtain this advice, but our actions may be limited if you do not obtain it.

Further to the above, our services do not include the following:

- a) AAT representation and support

We endeavour to carry out our duties with a high degree of care and due diligence, while also maintaining appropriate confidentiality and adhering to ethical standards.

4. YOUR RIGHTS

You are entitled to:

- a) Seek legal advice prior to commencing service with us;
- b) Be notified of any relevant changes to anything outlined throughout this disclosure and cost agreements.

This agreement is governed by the laws of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of that State.

5. YOUR RESPONSIBILITIES & ACKNOWLEDGEMENTS

In order for us to perform our services as outlined in our Service and Engagement Terms, you must:

- a) Promptly provide us with completed and signed authorisation or appointment forms necessary for us to act on your behalf;
- b) Supply us with any information, reports, records, accounts, or other relevant materials that support your claim as requested from time to time;
- c) Adhere to timely, clear, accurate, and lawful instructions; and
- d) Act honestly to us and any third parties involved in the claim during the engagement of our services.

You acknowledge and agree that:

- a) The information you provide to us will be true, accurate, complete, and not misleading;
- b) The information you provide to any third parties in relation to your claim for compensation will be true, accurate, complete, not misleading, any relevant information will not be omitted;
- c) You will otherwise comply with your obligations under these Terms;
- d) You have an obligation to maintain your own full and proper records of any documentation used to substantiate your claim; and

Unless otherwise set out in these Terms, the services are provided for your sole benefit and must not be relied upon by a third party or be used to benefit a third party.

6. SERVICE FEES

In consideration for our services performed under this agreement, you agree to pay us in the following circumstances: Specific fee details are presented and finalised during the proposal.

- a) In the event DVA offers you compensation, either by a lump sum or interim payment, our fee will be a % of the total Permanent Impairment payment lump sum from DVA, plus GST. Should you be eligible for any additional lump sum payments, our fee will be recalculated to include these payments in the total compensation amount.
- b) If your claim is unsuccessful and DVA does not offer you any compensation, no fee will be charged for our services. Any fees payable to third parties may be payable from time to time. A claim will only be considered unsuccessful if a claim is refused by DVA, except if the refusal is due to you not providing any documents or information as requested by DVA or you have misled or deceived DVA when making the claim
- c) If this agreement is terminated pursuant to clause 10 after the expiry of the Cooling Off Period and as well as the completion of your Action Plan, a separating fee of X plus GST will be payable for the work undertaken in preparing your claim.
- d) If this agreement is terminated pursuant to clause 10 after the completion of the Permanent Impairment Assessment, but prior to any decision for compensation made by DVA, our fee will be X plus GST calculated at % of X being the average payout received by members who utilise our service.

7. DELAYS

You acknowledge and agree:

- a) While we expedite the process of submitting claims and corresponding with DVA, any timeframe for the outcome of services cannot be guaranteed and are estimates only;
- b) Any delays that come to our attention will be promptly relayed to you and your supplied contact details; and
- c) Any negligent behaviour that extends the delivery of the service may incur additional costs

8. OUTCOME OF RESULTS

You acknowledge and agree that the outcome of a claim is subject to assessment criteria that are internally created and controlled by DVA or its successors and associated entities. These criteria may be altered or further investigated and, as a result, are outside of our control. Therefore, we are unable to make a premature guaranteed outcome.

9. PAYMENT

An invoice for our service fee under clause 6 will be generated once the event listed in clause 6 a), b), c), or d) occurs. This amount must be paid within seven days of receipt of the said invoice unless reasonably specified by us.

Per our agreement with you, any negligent non-payment may result in the following:

- a) Compound interest at a 10% rate p.a. on any outstanding amount calculated daily, accruing from the due date;
- b) Any additional expenses we incur to recover a debt owing from you including, but not limited to, legal fees and debt collection fees.

10. TERMINATION OF AGREEMENT

This agreement will end upon completion of your claim with DVA.

You are entitled to terminate your agreement by providing us with ten (10) days written notice.

We reserve our right to terminate our agreement with you at any time should you breach the terms outlined out in this agreement, or if:

- a) You repeatedly fail to meet instructions within a reasonable time;
- b) You instruct us to engage in illegal or unethical behaviour;
- c) You provide us with false or misleading information regarding your claims resulting in unlawful or unethical practice; or
- d) Any other lawful reason.

In the event of termination, we reserve the right to claim outstanding fees and expenses as set out in clause 6 of this agreement.

11. COMPLETE AGREEMENT

This agreement is the entire agreement and understanding between the parties on everything connected with the subject matter of this agreement, and supersedes any prior understanding, arrangement, representation, or agreements between the parties as to the subject matter contained in this agreement.

12. AMENDMENT

An amendment or variation to this agreement is not effective unless it is in writing and signed by all the parties.

13. SEVERANCE

If anything in this agreement is unenforceable, illegal, or void, it is severed and the rest of the agreement remains in force.

14. CONFIDENTIAL AND PRIVACY INFORMATION

The parties agree to keep all confidential information confidential and use it solely to provide the services under this agreement.

We will take reasonable steps to comply with our privacy policy when handling your personal information and any other data, information or material provided in connection with our Services.

On expiry or termination of this agreement, we will return all hard copies of any confidential information to you.

15. COMMUNICATIONS

All notices and other communication between VETCOMP and you will occur via email unless otherwise agreed in writing. Any notice sent by email to the parties' nominated email address will be treated as received when it enters the recipient's information system.

You authorise us to provide any correspondence to you, including bills and authorities, via email.

It is your responsibility to ensure that your email address is accurate and up to date and to notify us immediately of any changes.

We are not responsible for any failure or delay in the delivery of any email communication due to technical issues or incorrect email addresses provided by you.

16. INDEMNITY AND LIMITATION OF LIABILITY

You agree to indemnify VETCOMP against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against VETCOMP in the course of or arising out of the proper performance or exercise of any action undertaken by VETCOMP as part of our services under this agreement or as a result of any actions taken by you while this agreement is in effect.

You agree that VETCOMP shall not be liable to pay any compensation higher than the applicable service fee under clause 5 in the event of any breach, negligence or default by VETCOMP under this agreement.

17. KEEPING DOCUMENTS

Pending conclusion of our service agreement:

- a) You acknowledge that when our agreement with you ends, or your claim has concluded, we may need to retain certain materials provided during our Services, including Confidential information, for a period as required by law.
- b) We may also retain copies of documents for quality assurance or insurance purposes. You are entitled, upon request, to have any original documents returned or to receive copies of relevant documentation. We will make reasonable efforts to provide these documents in a timely manner.
- c) By making this request, you acknowledge and agree that any original documents that are returned to you will no longer be retained by us, and we will not be liable for any loss or damage that may occur after the documents are returned to you.

18. INTERPRETATION

In the interpretation of this agreement:

- a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, words denoting one gender include all genders and references to documents or agreements also mean those documents or agreements as changed, novated, or replaced;
- c) Grammatical forms of defined words or phrases have corresponding meanings;
- d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of Queensland;
- e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
- g) References to a party are intended to bind their heirs, executors, administrators, successors, and assigns; and
- h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

19. EXECUTION AND ACCEPTANCE

Both parties acknowledge and agree that electronic signatures and handwritten signatures are equally valid and binding for all purposes under this agreement.

This agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the agreement will be the date on which it is executed by the last party.