



Accomplish Legal Standard Terms – Red Debtor clients

1. Introduction

- 1.1. This document sets out the standard terms of business of Litigation Manage Pty Ltd (ACN 168 472 615) t/a Accomplish Legal (**Accomplish Legal**) for claims that have been referred through the website www.reddebtor.com.au (**Red Debtor**). In this document, “you” means the Account Holder named in the List a Claim form submitted through Red Debtor.
- 1.2. Unless Accomplish Legal and you enter into a separate written agreement, these Standard Terms (**Agreement**) will apply to all work undertaken by Accomplish Legal.
- 1.3. The fees in relation to the work to be performed by Accomplish Legal are fixed at amounts less than the threshold for detailed costs disclosure otherwise required by section 174 of the Legal Profession Uniform Law.
- 1.4. Accomplish Legal is a shareholder of the company that operates Red Debtor (Red Debtor Commercial Pty Ltd). Accomplish Legal confirms that its interest in Red Debtor does not (and will not) impair, or conflict with, its duties to you as a client of Accomplish Legal.

2. Services

- 2.1. Accomplish Legal will:
 - 2.1.1. Review the material you submit through Red Debtor in relation to a particular claim;
 - 2.1.2. If the material you submit adequately supports the claim for payment, Accomplish Legal will prepare and send a letter to the debtor notifying them of the listing on Red Debtor and requesting immediate payment of the debt (**Letter of Demand**).
(the **Services**)
- 2.2. In order for us to perform the Services at the low rates available through Red Debtor, all Letters of Demand are to be prepared in a standard format, incorporating any amendments we deem necessary to suit the circumstances of your claim. An example of our standard letter is provided to you at the time of opening your account with Red Debtor. If you would like any variations to the standard letter, you must contact us before submitting or activating the claim through Red Debtor. Variations to the letter are likely to involve additional fees, which are to be agreed separately having regard to the extent of the variations required.
- 2.3. The scope of the Services does not include collecting the debt on your behalf or providing any further services in relation the recovery of the debt beyond the sending

of the Letter of Demand. If further services are to be provided, they will be the subject of a separate costs agreement.

- 2.4. We will use all reasonable and commercial efforts to provide the Services in an efficient and timely manner, using the necessary skill and expertise to an appropriate professional standard.
 - 2.5. You accept these Standard Terms by acknowledging your agreement to them when opening an account with Red Debtor.
- ### 3. Fees and payment terms
- 3.1. You agree to pay the fixed fees that were notified to you when submitting the claim to us through Red Debtor. Those amounts are inclusive of any goods and services tax (**GST**)
 - 3.2. All fees are to be paid by providing credit card details through Red Debtor at the time of submitting the claim. Accomplish Legal will charge the fees to the credit card only if and when the Letter of Demand is sent.
- ### 4. Maintaining privilege and confidentiality
- 4.1. Accomplish Legal may, in connection with the provision of the Services, be exposed or acquire information that is proprietary or confidential to you. Accomplish Legal agrees to hold such information in strict confidence, and will not divulge such information except as may be required to perform the Services, by law or judicial process.
 - 4.2. Accomplish Legal will at all times maintain client legal privilege in relation to any confidential information that is disclosed to us for the purpose of providing the Services. The provision of confidential information to Accomplish Legal does not waive your rights to client legal privilege in relation to confidential information, cannot have the consequence of waiving privilege and is not inconsistent with the maintenance of confidentiality which the privilege is designed to protect.
 - 4.3. You agree that Accomplish Legal may report information to Red Debtor arising from the review of the material relating to the claim, including whether a letter of demand is able to be sent, for the purpose of listing the claim on Red Debtor.
 - 4.4. You agree that Accomplish Legal may disclose that it has provided you with the Services, for the purposes of publicity, unless you instruct us otherwise. You also agree that Accomplish Legal may publicise the fact that we have a commercial relationship with you.
- ### 5. Conflicts of interest
- 5.1. Accomplish Legal will not act where a conflict of interest exists, or a significant risk of conflict of interest exists, unless Accomplish Legal is permitted to act in accordance with the applicable laws and professional regulations and has obtained your consent.
- ### 6. Copyright and intellectual property
- 6.1. You are free to use and copy all documentation we create for you in the course of providing the Services and may disclose it to your legal services provider and other professional advisers, but it must otherwise be kept confidential by you unless we agree otherwise.

6.2. Accomplish Legal retains all copyright and other intellectual property rights in all material developed, designed and created by it in the course of providing the Services and they will remain its property.

7. **Liability**

7.1. Except as expressly provided under this Agreement, to the maximum extent permitted by law, Accomplish Legal excludes all other warranties, terms, conditions, undertakings, representations and consumer guarantees (express, implied, statutory or otherwise). In relation to any condition, warranty, representation or consumer guarantee implied or provided by law that cannot be lawfully excluded, where permitted by law, Accomplish Legal's liability is limited, at the sole discretion and option of Accomplish Legal, to the minimum obligations or liabilities permitted by law (such as resupplying the Services or paying the cost of resupplying the Services).

7.2. To the maximum extent permitted by law, Accomplish Legal is not liable to you in any circumstances for any indirect, economic, special or consequential loss or damage, or in any event for the loss of revenue, loss of production, loss of profit or loss of data.

8. **Miscellaneous**

8.1. The Standard Terms are the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement and supersede any prior agreement or understanding on anything connected with that subject matter.

8.1. This Agreement and the performance of the Services are governed by, and construed in accordance with, the laws applicable in the state of Victoria. The parties agree to irrevocably submit any disputes arising under this agreement to the non-exclusive jurisdiction of the Courts of that state.