



CHILD SUPPORT HELP AUSTRALIA

General Information and Representation Terms and Conditions

Phone - 0498 587 673

Email - admin@csa.com.au

Facebook - facebook.com/csa.com.au

Website - www.csa.com.au

PREAMBLE

Child Support assessment and collection are necessary parts of Australian life for separated parents.

Child Support Help Australia does not condone nonpayment or avoidance of child support.

At the same time we do not condone abuse of the system by receiving parents to maximize payments through unscrupulous means such as non-disclosure of correct income or withholding care of children to maximise child support payments.

Child Support Help Australia will do our best to achieve fair results for our clients having regards to the obligations of both paying and receiving parents within the guidelines of the Child Support Act and child support Guide.

OUR COMMITMENT TO YOU

- The work described in the email that accompanies these Terms and Conditions forms part of the Terms and Conditions.
- Child Support Help Australia will endeavour to answer any child support questions you might have.
- Child support Help Australia will work with you to prepare and lodge a change of assessment on your behalf and we will advise you on any Services Australia Child Support objections you may wish to lodge and assist in the preparation of the objection.
- The initial twelve (12) month fee includes an approach the other parent for a Binding Child Support Agreement for no extra cost, if this is the way you wish to proceed. (See Binding Child Support Agreement information below)
- Upon payment has been received or a payment plan implemented and the representative authority completed, we will begin working on your matter.

COMMUNICATIONS AND TIMING CHILD SUPPORT HELP AUSTRALIA

Our preferred method of communicating with our clients is by email.

If your email is urgent please include the word Urgent in the subject line and we will endeavour to respond to it the same day (or the next working day if it is received after 3.30pm).

In all other cases we will endeavour to respond within two working days.

If you are sending documents as attachments we request that you use a scanner and scan all pages in a particular document as one document with the pages in order. This saves a considerable amount of time.

We are of course available by phone however if you are unable to reach your consultant then I suggest you text both the consultant and our main number of 0498587673.

COMMUNICATIONS AND TIMING (SERVICES AUSTRALIA CHILD SUPPORT - THE DEPARTMENT)

The preferred method of communication by Departmental staff is telephone first.

However as you would know this can be extremely time consuming and frustrating.

Most of our communication with the Services Australia is done through email. That way records are kept.

Child Support Help Australia can supply our clients with a privacy letter to email to the Department in an attempt to stop them calling you and request that all communication be done in writing.

If Departmental staff continue to call you unnecessarily we suggest you get a receipt number for the call , record this and then point out that they have been requested to communicate only in writing or through your representatives.

LODGING A CHANGE OF ASSESSMENT AND OBJECTIONS

TIME LIMITS

When dealing with the Services Australia Child Support time limits do apply. You have 28 day time limit to object to a change of assessment decision from the date that you received the decision. The same time limit is applied to appeals to the Administrative Appeals Tribunal.

Time limits are strictly adhered to despite what you might be told by Departmental staff. Any delay will almost certainly be fatal to your prospects of success. Time limits must be advised to Child Support Help Australia but always remain the clients responsibility to lodge on time.

The target time for the Department for dealing with changes of assessment and objections is 60 days. It is extremely unusual to receive an answer before that time and frequently it takes longer. To minimise delays we request that you provide information that we require as quickly as possible. This will usually be documentary evidence to support your claim.

WHAT WE CAN'T DO

There are some instances when the Department will not allow us to deal with them on your behalf. We will of course assist you with your dealings in these circumstances.

We are not lawyers and do not provide legal advice. We provide administrative assistance in your dealings with the Department. In the event that you wish to obtain legal advice regarding child support, we will be more than happy to facilitate a phone consultation with a solicitor. The standard rates charged by the solicitor may apply

We cannot provide you with assistance with applications for changes of assessment or objections,

- Where either the payer or the payee live outside of Australia unless agreed by both parties.
- Any child support related court proceedings including those relating to paternity.

ADMINISTRATIVE APPEALS TRIBUNAL AND INTERNATIONAL CASES

Unless we agree in writing before our representative services for you commence to vary these terms and conditions, advice and assistance on appeals to the Administrative Appeals Tribunal and international cases are beyond the scope of these terms. Child Support Help Australia can assist with these however a separate fee will be applied.

COMPENSATION CLAIMS

Initial Investigation into a possible claim for compensation for Defective Administration is included in our representation fee. Preparation, lodgment and oversight of the claim is beyond the scope of these terms. If our assistance is required separate fees will apply.

BINDING CHILD SUPPORT AGREEMENTS

These are allowed for under the Child Support Guide and can be a way of getting the Department out of your situation. Initial negotiations regarding possible Binding Child Support Agreement is included in our representation fee.

If both parties agree we will then commence preparation, lodgment and oversight of the registration of the Agreement. The fees for this are in addition to our twelve (12) months fee and will be quoted separately. It is a requirement that both parties receive independent legal advice and as we do not provide legal advice this would be sought independently by our client.

WHAT YOU PAY

New Clients Fees

Our fees for new clients are set out in the Schedule to these Terms and Conditions. This includes a once only establishment fee set out in the Schedule and all work described in the email that accompanies these Terms and Conditions. There may be additional fees where payments are made in stages.

Continuing Clients Fees

There are no other continuing client fees. If the other party is not willing to enter a Binding Child Support Agreement we will provide our services for 12 months from the date of receipt of your representative authority. This service will include advice to you and answering any queries that you have regarding child support issues subject to our fair use policy. If you require us to provide additional services further fees may apply depending on the complexity of the extra work.

Payments

Payment may be made by credit card, EFTPOS or electronic funds transfer to Westpac Bank BSB 035002 Account 236279 (Helmsdale Commercial Finance). All telephone payments to Helmsdale are processed through Payway and will show Helmsdale Commercial Finance on your statement.

Staged Payments

Staged payments are available through a pay later company called Quickapay. Quickapay is a separate company from Helmsdale Commercial Finance and has no affiliation with Helmsdale. Quickapay payments are through a separate contractual arrangement between Quickapay and the client.

WHAT YOU NEED TO DO

- Keep us informed of all changes in your circumstances and provide responses to any queries raised by us in a timely manner.
- We recommend that you do not provide information to the Department without first contacting us as this may compromise your position. This is especially important with regard to information on income and estimates of income.
- If you are contacted by Departmental staff do not accept what they tell you regarding your obligations as being correct. These assertions are frequently incorrect.
- In order for us to begin working for you, we will need you to forward any Departmental correspondence to us by email, fax or post. When you are contacted by the Department always ask for a receipt number for the call as soon as you know it is the Department calling and say that you have a representative and for them to contact us.

REFUND POLICY

If at any time you wish Child Support Help Australia to cease representing you we will cease acting for you. The schedule of costs below will be used to calculate any applicable refund. All refunds are conditional on the client signing a written confidentiality agreement stating

“All refunds are subject of a written confidentiality agreement whereby the client undertakes not to disclose the amount refunded nor post any defamatory or disparaging comments regarding Child Support Help Australia on any social media platforms social media post”.

The establishment fee mentioned in the Schedule below will apply to any cancellation once your matter has been entered onto Child Support Help Australia system and the representative authority has been received.

If we have agreed to staged payments no refund will be calculated unless all staged payments have been received.

Where our actions in dealing with the Department have resulted in a positive financial outcome for clients, no refund will be paid where the financial result that we have achieved is in excess of the fees that have been charged.

After we have commenced any process in dealing with the Department that has the potential to achieve a more favourable financial result for clients, no refund will be calculated until that process has been finalised the financial outcome can be quantified.

No Refund shall apply for services that have been provided but were unsuccessful due to the consequences of your actions either directly or indirectly.

While we will endeavour to achieve a satisfactory result for you we cannot guarantee the result.

Refunds are calculated on a fee for work done basis. Once work has commenced the maximum refund shall be the full fee paid less the non-refundable establishment fee and charges calculated for work that has been undertaken as set out in the Schedule to these Terms and Conditions. Refunds are subject to a confidentiality undertaking.

Defamatory, negative or derogatory comments on social media platforms void any obligation by Child Support Help Australia to abide by the refund policy.

THREATENING AND ABUSIVE BEHAVIOUR

We have a zero tolerance policy to threatening and abusive behaviour to our staff or any third parties. Threatening or abusive behaviour is an offence and will not be tolerated. Threatening and or abusive behaviour towards our staff may be reported to the police and will result in the immediate withdrawal of our services.

GOVERNING LAWS

The Laws governing these Terms and conditions are the laws of the Commonwealth of Australia and the State of South Australia.

SCHEDULE OF COSTS TO APPLY UPON CANCELLATION OF OUR SERVICES WITHIN 12 MONTHS

Establishment Fee \$600.00

Initial Drafting of Change of Assessment (CoA) application or Objection \$500.00

Lodgment and oversight of CoA and Objection \$165.00

Negotiation of payment arrangement for arrears and removal of penalties \$300

Telephone calls to/from the Department \$120.00

Telephone calls to/from client \$55.00

Telephone calls to/from third parties \$55.00

Written communications to the Department \$75.00 per page or part thereof

Written communications to Client \$75.00 per page or part thereof

Written communications to Third Parties \$75.00 per page or part thereof

SMS's to/from Clients and Third Parties \$10.00

Perusal of documents and correspondence from clients, DHSCA and Third Parties
\$28.00 per page.

All fees exclude GST.

STAGED PAYMENTS

Where we have agreed to accept payment of our fees in an additional staged payment fee of \$250 is charged on cancellation of our services. (\$275.00 including GST)

DISHONOURS

A fee of \$30.00 is charged for each payment that dishonours.