
YOUR REFUND DETECTIVE

TERMS AND CONDITIONS

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Effective Date:

This Agreement is made between:

1. Your Refund Detective (ABN 59 290 792 202), of Suite 118, 203-205 Blackburn Road Mount Waverley VIC,3149 (the Agency);
2. The party listed in the Authority to Act (the Client).

Together referred to as the "Parties".

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Account Owner: The person or entity entitled to the funds.

Authority to Act: The form signed by the Client authorising the Agency.

Refunded Money: Funds recovered by the Agency.

Commission Fee: 15% of recovered monies, plus GST if applicable.

Confidential Information: Any non-public business information.

1.2 Interpretation

- Words importing the singular include the plural.
- References to statutes include amendments.
- 'Including' means including without limitation.

2. ACCEPTANCE OF THE AGREEMENT

By signing the Authority to Act or instructing the Agency, the Client accepts these terms. Agents acting on behalf of Clients must have full authority.

3. THE SERVICES

The Agency will:

- Locate and manage claims for lost funds professionally.
- Seek approval using personal data from third parties only for claim purposes.
- Comply with relevant laws and industry standards.

The Client authorises all necessary actions to facilitate the recovery of unclaimed money.

4. TERM AND TERMINATION

The Agreement starts on the date the Authority to Act is signed and continues until services are complete.

Termination:

- The Client can terminate with six weeks' notice.
- The Agency may terminate immediately for misconduct, fraud, or breach.

5. COMMISSION

The Agency charges 15% commission on recovered funds (plus GST where applicable).

- No fee is charged if the claim is unsuccessful.
- If the Client cancels or withholds cooperation after initiating, the Agency may still issue an invoice as if the claim succeeded.
- Funds paid directly to Client must be reported and commission paid within 7 days (15% interest applies to late payments).

6. RECOVERY OF MONIES

Funds are typically paid to the Agency, held in trust, and transferred to the Client after deducting fees.

If paid directly to the Client, the fee remains due within 7 days.

7. INDEMNITY

The Client uses the services at their own risk and indemnifies the Agency against:

- Breaches of this Agreement
- False or misleading information
- Third-party IP claims arising from Client's actions

The Agency indemnifies the Client against employment-related claims.

8. INTELLECTUAL PROPERTY & CONFIDENTIALITY

All materials and IP developed by the Agency remain its property.

The Client must not disclose any confidential information during or after engagement.

9. DISPUTE RESOLUTION

Disputes must first be negotiated in good faith within 5 business days.

If unresolved, mediation via Australian Disputes Centre may be pursued.

Brisbane is the default venue.

Court proceedings may not start before mediation, except for urgent injunctions.

10. MISCELLANEOUS

- Governing Law: Victoria, Australia.
- Notices may be sent by post or email.
- Entire Agreement supersedes prior communications.
- Assignment requires written consent.
- Severability: Invalid terms will not affect remainder.
- Independent legal advice is recommended but not required.

11. ACKNOWLEDGEMENT

By signing the Authority to Act, the Client confirms understanding and acceptance of this Agreement.