TERMS & CONDITIONS

Meridian Credit Management
Suite 589, Level 32/367 Collins St, Melbourne VIC 3000
Email: contact@meridiancm.org

Effective Date: 12-01-2025

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1. Definitions

For the purposes of these Terms & Conditions (“Agreement”), “Client” refers to any individual or entity engaging Meridian Credit Management (“MCM”) for credit management, debt recovery, or related services. “Debtor” refers to the individual or entity owing the outstanding debt.

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2. Acceptance of Terms

By engaging MCM’s services, the Client acknowledges they have read, understood, and agreed to be bound by this Agreement, in accordance with applicable laws in Australia and New Zealand.

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3. Scope of Services

MCM provides credit management, debt recovery, negotiation, skip-tracing, account assessment, and related advisory services. MCM may adjust service offerings at its discretion, provided Clients are notified of material changes.

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4. Client Representations & Warranties

The Client warrants that:

- All debts submitted for recovery are valid, accurate, and legally enforceable.
- All information provided is true, complete, and not misleading.
- The Client has complied with applicable pre-collection obligations, including issuing valid invoices, statutory notices, and dispute procedures where required by law.

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5. Compliance With Law

MCM conducts all operations in accordance with:

- **Australian Consumer Law (ACL)**
- **ASIC/ACCC Debt Collection Guidelines**
- **Privacy Act 1988 (Australia)**
- **Privacy Act 2020 (New Zealand)**
- **Fair Trading Act 1986 (NZ)**
- Applicable state/territory legislation

Clients agree not to request or direct MCM to act in a way that breaches these or any other relevant laws.

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6. Authority to Act

The Client grants MCM full authority to act as its agent for the purposes of communication, negotiation, and collection with the Debtor, including written, verbal, and electronic correspondence.

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7. Fees & Charges

Fee structures may include:

- Commission-based recovery fees
- Fixed service fees
- Skip-tracing charges
- Legal referral fees (where applicable)

All fees will be disclosed in writing prior to commencement of services. Commission fees apply only to amounts successfully recovered, unless otherwise agreed.

8. Invoices & Payment Terms

Invoices issued by MCM are payable within 14 days unless otherwise specified. Overdue payments may incur late fees or interest in accordance with applicable law.

9. Recovery of Funds

Recovered funds will be transferred to the Client within the agreed timeframe, less any applicable commission or charges, provided the Debtor’s payment has cleared and is not subject to dispute or reversal.

10. No Guarantee of Recovery

MCM does not guarantee that any debt will be recovered in full or in part. Estimates of recovery likelihood are indicative only and not legally binding.

11. Disputed Debts

If a Debtor disputes a debt:

- MCM will pause collection activities as required by law
- The Client must provide supporting documentation within a reasonable timeframe MCM may decline continued involvement in disputed matters if evidence is insufficient.

12. Client Obligations

The Client must:

- Provide all necessary documentation promptly
- Notify MCM of any payments received directly from the Debtor
- Inform MCM of any changes to the status of the debt (e.g., disputes, insolvency, settlement negotiations)

13. Debtor Conduct & Harassment Prohibition

MCM adheres strictly to anti-harassment, ethical conduct, and fair-treatment guidelines. The Client must not request MCM to take actions that could be considered:

- Threatening
- Misleading
- Unlawful
- Excessively intrusive

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14. Privacy & Data Protection

MCM collects, stores, and processes personal information in accordance with:

- The *Privacy Act 1988 (Australia)*
- The *Privacy Act 2020 (New Zealand)*
  Client and Debtor information will be used solely for service delivery unless otherwise required by law.

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15. Confidentiality

Both parties agree to maintain confidentiality of all sensitive information shared during the course of the service relationship, except where disclosure is required by law or necessary for debt recovery.

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16. Third-Party Services

MCM may engage third-party providers, including legal counsel, skip-tracers, or process servers. The Client will be informed of any additional costs before they are incurred.

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17. Legal Action

If legal proceedings are recommended:

- The Client must approve in writing
- All legal fees and court costs are the Client’s responsibility
- MCM is not liable for legal outcomes or external legal advice

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18. Termination of Services

Either party may terminate this Agreement with written notice.
However:

- Commission remains payable on debts recovered after termination if MCM's prior efforts were material to the recovery.
- All outstanding fees must be paid before termination is processed.

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19. Limitation of Liability

MCM is not liable for:

- Loss of profits
- Consequential or indirect damages
- Decisions made by Debtors, courts, or third parties
  Liability is limited to the amount paid by the Client for services rendered in the preceding 90 days.

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20. Indemnity

The Client indemnifies MCM against claims, losses, or damages arising from:

- Inaccurate or false information provided
- Submission of unlawful or unenforceable debts
- Breach of this Agreement by the Client

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21. Communications & Recordings

MCM may record communications for training, compliance, and quality purposes. The Client consents to electronic communications as the primary form of correspondence.

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22. Intellectual Property

All MCM materials, strategies, and documentation remain the exclusive property of Meridian Credit Management. Clients may not copy, distribute, or modify such materials without written permission.

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23. Anti-Money Laundering & Fraud Prevention

MCM may request verification documents from Clients or Debtors to comply with anti-fraud obligations. Services may be paused or declined if fraud or money-laundering risk is identified.

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24. Governing Law

This Agreement is governed by the laws of:

- **Victoria, Australia** (primary jurisdiction)
- For New Zealand clients, relevant provisions of New Zealand consumer and commercial law will also apply

Any disputes will be resolved in the courts of Victoria unless otherwise required by mandatory local law.

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25. Amendments

MCM may update these Terms & Conditions from time to time. Clients will be notified of significant changes. Continued use of services constitutes acceptance of the revised terms.