

CREDIT REPAIR PROCESS

(Special
Referral)



MyCRA Lawyers
*Your Credit Score
Improvement Experts*

Legal Practice Holdings Pty Ltd Trading As MyCRA Lawyers | 246 Stafford Road Stafford, Qld. 4053 | PO Box 1134, Stafford, QLD 4053

Local Call Cost: 1300 667 218 | Local Call Cost Fax: 1300 665 894 | www.MyCRALawyers.com.au

APPLICATION COMPLETION

1. Referrer to read One Page Referrer Terms to ensure full understanding
2. Referrer to assist client in fully completing Special Referral Application
3. Referrer to submit Special Referral Application with all supporting documents
4. Referrer to ensure payment details or receipt included/attached to Application

APPLICATION ACCEPTANCE

1. MyCRA Lawyers will review your application and call you to discuss it
2. If your application is accepted, we will process your credit card if applicable
3. We will then send you our Client Costs Agreement & documents to begin
4. If your application is not accepted, we will refund any monies held in Trust

CREDIT REPAIR PROCESS

1. MyCRA Lawyers begin Removal Resolution negotiations with your creditor(s)
2. MyCRA Lawyers conducts an in-depth review of your creditors records
3. MyCRA Lawyers identifies Legislative/Compliance breaches in listing process
4. Your creditor is advised of breaches and instructed to remove unlawful listing(s)

REMOVAL RESOLUTION

1. MyCRA Lawyers receives confirmation of removal resolution being reached
2. You will be advised of the successful removal resolution
3. Your unlawful credit file listing will be removed within 10 days of resolution
4. You confirm the removal of the unlawful listing before applying for finance

PEACE OF MIND

1. You go back to your referrer and apply for your finance
2. You now feel safe and secure in the knowledge you have sparkling clean credit
3. You get your mortgage/finance approved and you move in/drive away
4. You celebrate your wonderful new life and shout from the roof tops

Congratulations on taking the right steps to your clean credit future

To order a copy of your credit reports today, call MyCRA Lawyers on 1300 667 218 today

Referrer Terms

By submitting a client application you (*The Referrer*) agree that:

YOUR ROLE You shall use your best efforts to introduce new applications from existing and potential customers.

We will provide you with information that we authorise to be given to the customer in relation to common questions and answers. You are not to make any promises about the work that will be performed by our firm for the customer without obtaining that specific information for that particular client from us.

PAYMENT The fee payable to you will be calculated at the conclusion of the matter either at 7.34% of monies paid by the client to our firm (exclusive of any monies refunded to the client for any reason) where you introduce the client without taking any further steps (**standard referral**); or where you fully complete the application form and submit it on behalf of the client, we will pay you 20% of the monies received from the client to our firm (exclusive of any monies refunded to the client for any reason) in relation to that matter (**special referral**) upon receipt of a compliant tax invoice.

REASONABLE ENQUIRIES You must take all reasonable steps to ensure the accuracy of any information contained within a special referral to our firm.

You must review with the client all of the documents required to be sent to our firm along with the completed application form. You must obtain the clients credit card details and ensure they are entered correctly in the application form; or attach a receipt of payment to our Trust Account to the application.

If there are any unusual matters in relation to the application you must bring them to the attention of our firm when you submit the application.

INDEPENDENT CONTRACTOR You will be an independent contractor and **not** an employee of the firm, and, unless otherwise stated in this Agreement, you are not entitled to any of the benefits normally provided to the employees of the firm.

CONFIDENTIALITY You acknowledge that you may have access to the firm's confidential and proprietary information. Such confidential information may include, without limitation:

- i) business and financial information,
- ii) business methods and practices,
- iii) technologies and technological strategies,
- iv) marketing strategies and
- v) other such information as the firm may designate as confidential ("Confidential Information").

You agree to not disclose to any other person (unless required by law) or use for personal gain any Confidential Information at any time during or after the term of this Agreement, unless the firm grants express, written consent of such a disclosure. In addition, you will use your best efforts to prevent any such disclosure. Confidential information will not include information that is in the public domain, unless such information falls into public domain through your unauthorized actions.

OTHER RULES AND POLICIES you agree to abide by any other rules, policies and procedures as communicated by the firm from time to time.

CONTINUING OBLIGATIONS Notwithstanding the termination of this Agreement for any reason, the provisions of this Agreement in relation to confidentiality will continue in full force and effect following such termination.

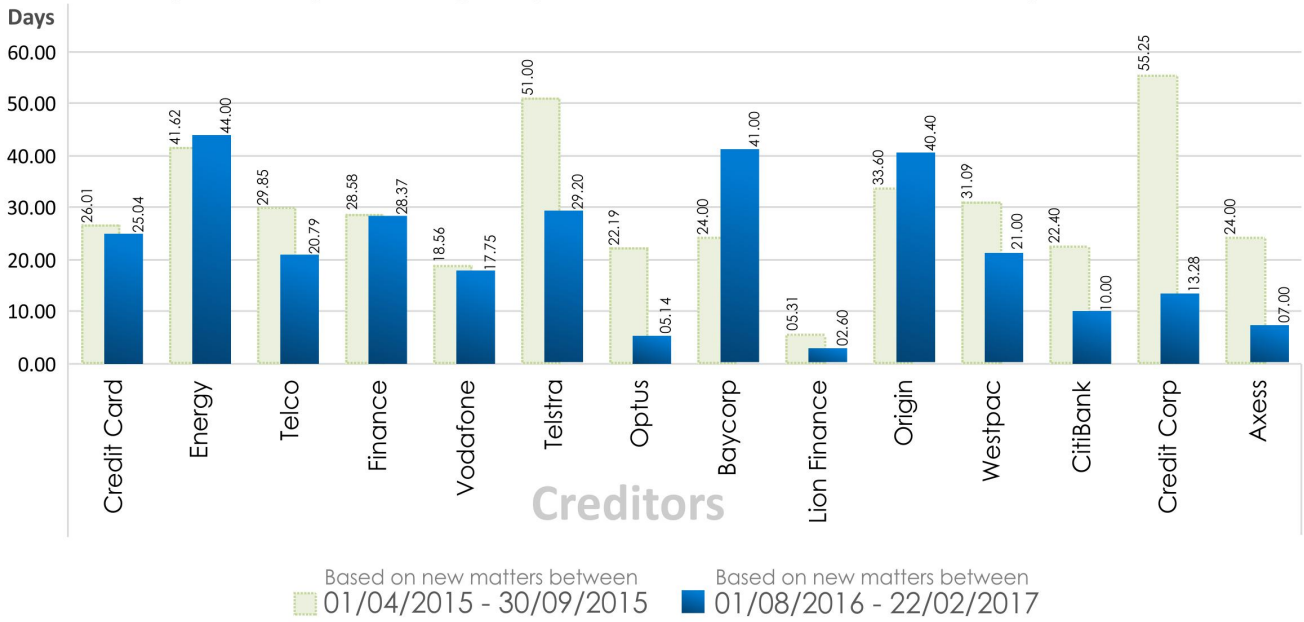
WAIVER: The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

SEVERABILITY If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

ENTIRE AGREEMENT This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both the firm and you.

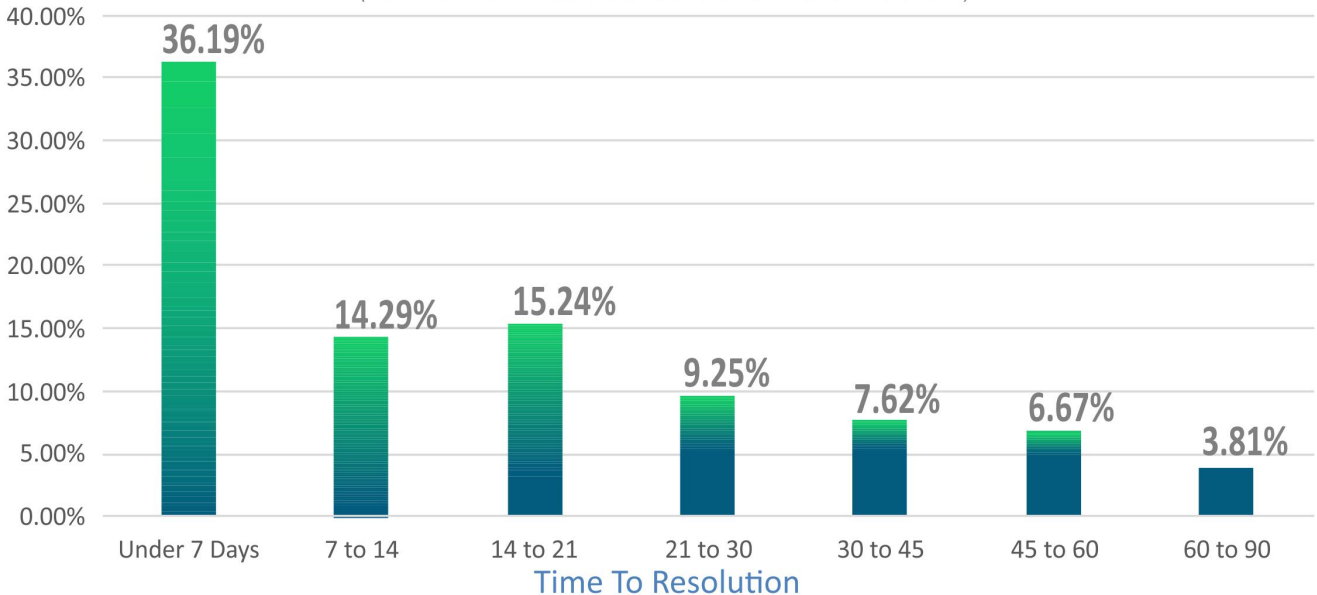
GOVERNING LAW This Agreement shall be governed by and construed in accordance with the laws of the State of Queensland.

MyCRA Lawyers Average Days To Default Removal Resolution By Creditor



MyCRA Lawyers Days To Default Removal Resolutions By Percentage

(Based on new matters between 01/08/2016 to 22/02/2017)



Frequently Asked Questions.....

What is the service MyCRA Lawyers provide??

Attempted removal or correction of adverse listings on your Credit File. MyCRA Lawyers have an audited successful removal resolution in 91.6% of cases for matters completely investigated between 1st April 2015 to 30th September 2015.

What is a credit file??

Basically a credit file or credit rating, records information such as enquiries for credit, phone, utilities and financial accounts, repayment history, the size of debt and the forms of credit taken. Credit files are created for every person who has enquired or has had an open credit account or loan for up to seven years and these enquiries and your history of payments can determine the success of future financial applications.

From a consumer perspective they are invaluable when it comes to getting approved for loans or other large forms of credit, most importantly for mortgages, as they are used to provide evidence of your credit history and how you handle debt and repayments.

What is a Default?

A default is the express opinion of a credit provider that an individual has failed to comply with their obligations pursuant to a contract or agreement whereby a debt has been deferred and that debt has not been repaid in accordance with the terms and condition of the agreement.

What is a Judgment?

Judgments relate to court proceedings and a subsequent order made by a magistrate that the debtor owes a debt.

The order becomes publicly available and the credit reporting bureaus (Veda Advantage, Dun & Bradstreet, Experian, Tasmanian Collections) upload the public records direct from the courts onto their internal databases on a day-to-day basis.

How long does it take to remove a default?

We will always work to remove a default listing as quick as we can. We do aim to have the listings removed in 45-60 days.

As we are working with your creditor to remove these listings, we can only inform you of previous successes, as the time to remove a listing can take over the average due to circumstances out of our control. From the creditors ability to provide the documents in a timely fashion (as they may take over 30 days to provide them to us), finding fault and non-compliance in the creditor placing the default correctly, requesting further information from you (if required), negotiation with the creditor for removal, correction, or payment reduction (as required), additional complaints to the creditor (as required), and possibly requiring an Ombudsman's input to mediate a dispute (as required).

The credit reporting bureau, may take up to 10 business days to remove the listing from the credit rating once removal resolution is achieved.

Will paying the default remove the black mark from my credit file?

Paying the debt will not remove the default or judgment, as a listing can only be removed if the listing has been placed incorrectly. Paid defaults will be updated to paid, or settled depending on whether the default has been paid in full, or whether the debt was settled at a reduced amount.

How long will the black mark stay on my credit file?

Credit applications, enquiries and defaults are held on a file for five years

A Judgment will remain published on your credit file for 5 years from the date of the judgment or order handed down by the court.

A Writ or Summons will remain published on your credit file for 5 years from the date that the order was accepted by the court.

A clearout is an unpaid debt, which is the worst form of default, and basically means that the creditor was unable to track down and find the debtor to get payment and will remain published on a credit file for 7 years.



MyCRA Lawyers
Credit Reporting Legislation
Experts

*100% focused on fixing
your credit rating!*

1300 667 218

Info@MyCRALawyers.com.au

www.MyCRALawyers.com.au



FB.com/MyCRALawyers

Third Party Privacy Authority

I hereby authorise, in accordance with Section 21T of the *Privacy Act 1988* (Cth), each of the persons referred to below to seek access to information relating to or concerning my account and I hereby authorise and request MyCRA Lawyers to disclose to any of the persons referred to below, on their request, any such information relating to, or concerning my account. Fees and charges for any communication with my authorised third party will be charged at the rate agreed within the Client Agreement and Disclosure Notice. **This does not allow MyCRA Lawyers to take instructions from my referrer.** I understand that I may revoke this authority at any time by written notification to MyCRA Lawyers with effect from the date that MyCRA Lawyers receives it.

I, _____ of _____
(Client name) (Client address)

Hereby authorise:

Full name: _____ of _____
(Referrer name) (Referrer address)

Work Phone: _____ Mobile: _____

Relationship: **Referrer**

Organisation: _____

ABN: _____

Password for **Referrer** to gain access to my information: _____
(please nominate a password)

I authorise my referrer to seek access to personal information details in relation to my matters with MyCRA Lawyers under the *Privacy Act 1988* (Cth).

Authorised By: _____ Date ____/____/____
(client signature)

Your Budget Now – Providing You With, Bill Paying | Budgeting | Savings Goal Solutions

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trading as MyCRA Lawyers

Liability limited by a scheme approved
under professional standards legislation



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A ESTABLISHMENT DETAILS (For New Clients)

Personal Details

Title Given Name(s)

Surname D.O.B. (ddmmyyyy)

Contact Details

H W
M F

Marital Status Single Married Defacto Widowed Divorced

Drivers Licence No. Drivers Licence State of Issue

Email Address

Address Details

Current Home Address

Postcode How Long Have You Been Here? yrs

Current Postal Address

Postcode How Long Have You Been Here? yrs

Previous Address

Postcode

B FINANCE BROKER/ REFERRER DETAILS - REQUIRED

Company Name

Title Given Name Surname

ABN Mobile

Email

Postal Address

Post Code

CONFIRM YOU HAVE ATTACHED THE FOLLOWING:

<input type="checkbox"/> Veda Advantage (Equifax) Credit Files	<input type="checkbox"/> Under 3 mths old
<input type="checkbox"/> Dun & Bradstreet Credit Files	<input type="checkbox"/> Under 3 mths old
<input type="checkbox"/> Form 'D' for EVERY listing to be investigated	<input type="checkbox"/> Number of Form 'D's
<input type="checkbox"/> Photo ID as per ID checklist below	<input type="checkbox"/> 100 points in total
<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____

C COMPLETE THE CHECKLIST BELOW FOR ANY DOCUMENTS YOU HAVE TO SUPPORT YOUR APPLICATION

<input type="checkbox"/> Statement relating to EACH default or judgment	<input type="checkbox"/> Court documents/ Summons etc.
<input type="checkbox"/> Receipts of any payments (i.e. to creditors or MyCRA Lawyers)	<input type="checkbox"/> Documents relating to any agreements reached
<input type="checkbox"/> Default Notices, letters of demand, email communications etc.	<input type="checkbox"/> Judgment creditor contact details
<input type="checkbox"/> Explanation of what led up to you being default/judgment listed	<input type="checkbox"/> Other _____

100 Points Identification Checklist [Must be legible colour copies]

PRIMARY (minimum ONE Photo ID)	Points	SECONDARY	Points
Current Passport	70	Medicare Card	40
Expired Passport within last two years	70	Pension Concession or Health CPare card	40
Birth Certificate	70	Current Tertiary Education Institution Photo ID	40
Australian Citizen Certificate	70	Licence or permit issued under a law of the Commonwealth, a State or Territory Government - (e.g. a boat licence)	40
Valid Driver's Licence	40	Rates notice or title search	35
Expired Driver's Licence + temporary licence	40	Utility Bill	25
		Debit or Credit Card (one per institution)	25
		Proof of Age Card (Government Issued)	25
		Public Employee Photo ID Card (Government Issued)	25
		Motor Vehicle Registration or Insurance Docs	25

Number of pages in total *Number of defaults /Judgments etc. in total* *Number to be investigated?*

Client Terms and conditions

1. You have been speaking with YOUR broker who has suggested to you that our firm may be able to assist you and that you should submit this application. In these documents you are referred to as “the client” (because hopefully you will become a client of our firm) MyCRA Lawyers is referred to as “our firm” and your broker is referred to as “your broker”.
2. Your broker does not work for our firm in any capacity. Your broker does not speak for our firm and cannot make decisions or promises on behalf of our firm. Your broker is simply introducing you to our firm and then you and our firm will decide whether you wish to proceed as a client of our firm.
3. There may be a fee payable by our firm to your broker in the event that you become a client of our firm. That fee will be paid out of the money that we receive from you in order to undertake your work. There is no additional charge made to you for that payment.
4. We have asked your broker to go through the application form with you. Once submitted to us we will consider your application (and all associated documents that we have requested) and if we feel we may be able to assist you, we will take the next steps together.
5. Any money we receive from you will be held in trust and dealt with in accordance with the Trusts Act and the Legal Profession Act and will be refunded if we do not accept your application.

Credit Card Authority:

Card Holder Name: _____

Card No.:

Expiry Date: / Card Check Value (CCV):

Amount: \$ _____ **Notified of additional 1.5% Credit Card surcharge**

Signed: _____ Date: ____/____/____

By signing this MyCRA Lawyers Credit Repair Application I agree that I have read and agree with the terms contained within this application and further authorise MyCRA Lawyers to call me to discuss my matter and only once my application has been accepted, charge my credit card in the amount listed in the credit card authority above.

Signed: _____ Date: ____/____/____

Full Name: _____