

AUTHORITY TO RELEASE

Section A- Authority to Act, Investigate & Release

I authorise **HABRCA Refunding Specialist** (ABN 14761236004) to investigate/recover Unclaimed Money/Assets in the name of,

ACCOUNT OWNER NAME: _____ (Full Name)

ESTIMATED REFUND AMOUNT: _____ (Leave Blank If Unknown)

I authorise **HABRCA Refunding Specialist** and its employees, contractors, or agents to provide the Services pursuant to the Agreement Terms and Conditions and to undertake any necessary searches and procedures required for the investigation/recovery of unclaimed money.

I accept that I will provide the necessary authentic and correct identification document(s) and information to **HABRCA Refunding Specialist** to ensure any delays are minimised in obtaining my refund/s, this includes any additional information if requested by the regulatory body.

I authorise the refund from my claim to be deposited into an account managed by **Fee from Refund Pty Ltd** (ABN 99156638890).

I agree that **Fee from Refund Pty Ltd** will deduct **HABRCA Refunding** commission from my refund leaving the balance of my refund to be deposited electronically into the bank account nominated below.

Refer to Agreement Terms and Conditions for Fee Structures. (**Section F** of this document)

Section B- Personal Details

Please complete the following details.

Account Owner First: _____ Middle: _____ Last Name: _____

Company Name: _____ (If Applicable)

Company Position: _____ (If Applicable)

Address: _____

_____ State: _____ Post Code: _____



•Email: admin@habrcarefunding.com •Address: PO Box 190, Whyalla, South Australia, 5600

•Phone: 1800841078. •Mobile: 0435765725. •ABN: 14761236004. •Web: <https://habrcarefunding.com>

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Mobile: _____ Home Phone: _____ Work Phone: _____

Email Address: _____

Date of Birth: _____

Deceased Estate Name: _____ (If Applicable)

Deceased Estate Relationship: _____ (If Applicable)

Are you the Executor the Claimant: _____ (Yes / No / Unknown)

Section C- Banking Details (Required to electronically transfer your refund amount)

Bank Account Name: _____

Name of Financial Institution: _____ Branch: _____

BSB Number: _____ Account Number: _____

Section D- Initial Documentation Required

Proof of Identity and Authorization (all Clients)

A certified copy of a driver's license, passport, or birth certificate to verify identity with the regulatory body. Approved Certifiers- <https://www.ato.gov.au/individuals-and-families/tax-file-number/identity-documents/copies-of-identity-documents-for-applicants-in-australia#Approvedcertifiers>

This completed Authority to Release Form.

If the funds are listed to your last known address ,we would require proof of connection to this address such as a utility bill or correspondence addressed to you at this address, if you are having issues with this, please advise accordingly so that we can look for alternate methods.

If you are a Company, please provide this additional following information.

A formal request on your company letterhead (including your ABN), stating that your company has appointed HABRCA Refunding to recover the unclaimed money on your companies behalf, this must be signed by all authorised individuals responsible for the company, confirming the claim.



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Section E- Signoff

I hereby confirm that,

1. I have read and agree to **HABRCA Refunding** Authority to Release Agreement and associated Terms and Conditions as outlined in **Section F** of this document.
2. I am the authorised signatory of the nominated bank account provided below.
3. I have provided current and accurate information.
4. I agree to provide the required documents as outlined in **Section D** of this document when requested.
5. I agree to engage **HABRCA Refunding** as my refund Agent.

Name of Authorised Person: _____

Signature of Authorised Person: _____ Date: _____

(If Required) Name of Authorised Person: _____

Signature of Authorised Person: _____ Date: _____

(If Required) Name of Authorised Person: _____

Signature of Authorised Person: _____ Date: _____

(If Required) Name of Authorised Person: _____

Signature of Authorised Person: _____ Date: _____

How to Submit Your Documents

Please email the completed documents to admin@habrcarefunding.com alternatively, please post to PO Box 190, Whyalla, South Australia, 5600.

OFFICE USE ONLY

Client Quotation Number: _____ Date: _____



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Section F- AGREEMENT TERMS AND CONDITIONS

In these terms and conditions of our services, ****Habrca Refunding**** means its owners, partners, employees, and agents and is referred to as "Us", "We". These terms apply to all our services, whether directly in person, via telephone, on our website (<http://www.habrcarefunding.com>) ('The site'), or any other means.

****Account Owner**** means you, being an individual(s), company, trust, or other entity that legally owns the lost money.

****Account Owner's Agent**** means the Account Owner or the person(s) authorised by the Account Owner to make a claim utilising the services of ****Habrca Refunding**** to act on behalf of the Account Owner.

****Refunded money**** means all monies including monies held in shares, bonds, or in deceased estate identified as lost and unclaimed by us or directly claimed & refunded by us.

****Agreement and Authority to Act**** means this document in its entirety.

****Habrca Refunding**** agrees to act in the role of Agent for the Account Owner to locate, validate, and administer the Refund of lost and unclaimed monies in accordance with the Account Owners or its authorised Account Owner's Agent's directions.

The Account Owner's Agent warrants that he/she/they are legally authorised and have the capacity (e.g. a company director, executor, attorney, written authority) to enter into this agreement and to engage ****Habrca Refunding**** to seek to Refund lost and unclaimed monies due to the Account Owner.

The Account Owner's Agent warrants that he/she/they upon signing of our Authority agreement have had the opportunity to read, review, and accept the terms herein and are aware of their responsibilities and hereby agree to comply with them in full.

****Habrca Refunding**** will use due diligence, skill, and care to Refund the monies owing as quickly as possible but will not be liable for delays caused by other parties or matters which are not within its control.

****Habrca Refunding**** will not disclose the source of lost monies that may be due to the Account Owner unless it holds a completed and signed Agreement and Authority to Act. Once the source of the lost monies or assets is disclosed, the Account Owner / Account



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Owner's Agent undertakes that they will not seek to deal directly with the holder of the funds in competition with ****Habrca Refunding****.

The Account Owner / Account Owner's Agent acknowledges and declares that a completed and signed Agreement and Authority to Act is an irrevocable instruction to ****Habrca Refunding**** to investigate and seek to Refund lost money for the Account Owner.

Following the receipt by us of lost monies on your behalf, ****Habrca Refunding**** Fee for Refund (FFR) fee and Commission Fee is payable from the monies Refunded. The Account Owner / Account Owner's Agent authorises ****Habrca Refunding**** to deduct its Fee for Refund (FFR) fee and Commission Fee from the monies Refunded and to electronically transfer the balance to the bank account nominated by the Account Owner / Account Owner's Agent as detailed in **the table 1** below.

Clients Base Refund Amount Base (Prior to paid commissions and fees, GST Inc.)	HABRCA Refunding Commission on Clients Base Refund.	Fee for Refund Fee (FFR) per Transfer. GST Inc.
Less than \$500 Refund	Flat Fee \$150 + GST	\$33.00
Between \$500 and \$1499 Refund	22% + GST	\$33.00
Between \$1500 and \$9,999 Refund	19% + GST	\$33.00
Greater than \$10,000 Refund	15% + GST	\$33.00

Table 1

Our Fee for Refund Fee (FFR) are \$33 GST Inc. for any Refunded Money or shares or assets as the case may be;

****Flat Fee**** means, in the case where refunded money is a value of less than \$500, the applicable flat fee is \$150; Our commission fee does not include GST. Where GST is payable for our services to you, we will charge you at the current GST rate of 10%.

The Account Owner / Account Owner's Agent agrees to provide correct information in a timely manner and acknowledges that the failure to do so may cause delays in locating and Refunding the lost money and may lead to an unsuccessful claim. ****Habrca Refunding**** agrees not to use the information provided for any purpose other than for the Refund of the lost monies the subject of this claim and to only collect and store such information in accordance with Australian privacy legislation and Privacy Policy.

You agree that in the event that the Account Owner / Account Owner's Agent seeks to cancel or terminate this agreement, or does not provide information or documentation as



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required by Us to complete the claim within a reasonable period or You seek to deal directly with the holder of the funds in competition with Us, then, notwithstanding any other clause hereof, We can, but only after giving You seven days written notice of our intention to terminate this contract, accept Your termination of this contract or terminate the contract ourselves and thereafter We shall be entitled to issue You with an invoice for the amount due had the claim been successful and the lost monies received by Us. Any such invoice must be paid by you within seven days and any costs incurred by Us in Refunding our fees including legal costs are payable by the Account Owner / Account Owner's Agent.

We cannot warrant the accuracy or completeness of any information provided by any third party which We provide to you. In providing you with information regarding monies possibly due to You, we have relied entirely upon information provided by a Government agency.

This Agreement and Authority to Act constitutes the entire agreement between the parties. Execution of this Agreement and Authority to Act is deemed to be acceptance of all the terms and conditions of the agreement.

The Agreement and Authority to Act may be signed in any number of counterparts which, when taken together, will constitute one instrument.

The Agreement and Authority to Act will be void if ****Habrca Refunding**** initial investigation finds that you are not the rightful recipient of the unclaimed funds. The final determination will be made by the relevant government processing department in the state associated to said unclaimed money.

****Limitation of Liability****, you acknowledge that usage of any of our Services is at your own risk. We exclude all implied conditions and warranties except for your Rights, to the extent allowable by law, we accept no liability for your failure or inability or delay in providing any documentation, information or relevant forms.

We accept no liability for delays experienced due to government processing periods.

****Dispute or Termination****: In the instance of a dispute regarding the terms of this agreement, or any of our services delivered to you – the parties agree that informal dispute resolution techniques must be first utilised (such as informal mediation followed by formal mediation) prior to any party commencing legal proceedings in a court or tribunal. This agreement will be governed by the laws of the state of South Australia and the parties submit to the non-exclusive jurisdiction of the courts of South Australia.

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