TERMS & CONDITIONS OF ENGAGEMENT

These are the standard Terms & Conditions of Engagement with **Fresh Directions (2013) Ltd** trading as **The ACC Guys**. Please note that signing an ACC Authority indicates acknowledgement and acceptance of these terms and conditions.

1. Authority to Obtain Information from ACC

I give authority to The ACC Guys to link my details with ACC to their agency client list and for The ACC Guys to act as my agent for ACC related matters. All information will be kept strictly confidential.

I acknowledge this gives The ACC Guys authority to undertake the following:

- Link my ACC number to their client list. If I already have an ACC agent, I understand that this will not be impacted in any way.
- To act on my behalf in relation to any refunds or levy reductions that are due to me.

2. Timing

The ACC Guys aim to communicate with me within seven working days of receiving authority. However, I understand the seven-day timeframe is not a guarantee but rather best practice.

3. ACC Levy Review

The ACC Guys will conduct a review under my company ACC accounts going back to the first financial year invoices were issued by ACC. Confidentiality is paramount, therefore all information received by The ACC Guys will be stored securely and not released to any third parties.

4. Levy Management

The ACC Guys operate under either an Annual Management Plan or success fee model, as follows:

a. Annual Management Plan

ACC's cover and levy processes have become time consuming and complex. In our experience most businesses simply pay what ACC demand whether it is right or wrong.

Our Annual Management Plan (AMP) helps you focus on your core business, while, on your behalf, we concentrate on ours. An AMP client will receive a priority service and will have a safe pair of hands navigating the business through the complex ACC levy landscape.

I agree to pay The ACC Guys annually as per the table below on receipt of an invoice.

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Number of Companies	Cost per Company (GST Inclusive)
1	$540 per annum
2-4	$470 per annum
5+	$410 per annum

b. Success fee model for one-off levy review

I agree to pay The ACC Guys a success fee equivalent to 30% of all refunds and/or levy reductions through its one-off levy review. If the refund / levy reductions are less than $150, The ACC Guys will not charge, and the service is at no cost.

I acknowledge that the levy review does not include any consulting relating to injury claims, or services covered in the Annual Management Plan subscription.

ACC processes mean refunds / levy reductions may take a period of time to be realised. The ACC Guys will inform me of time frames and will invoice me at the point of initiating the refund / levy reduction request, not when ACC has completed its processes.

5. Injury Management

The provision of injury management services is strictly subject to a separate licensing agreement executed between the parties. The terms, conditions, operational obligations, and separate fees associated with injury management services are governed exclusively by that separate agreement and are not contained within, nor regulated by, these standard Terms & Conditions.

6. Consulting and Claims Advocacy Services – GST inclusive

The ACC Guys operate under a 30% success fee model. Advocacy costs are met by the ACC Guys, and a success fee is only payable on completion of a successful financial outcome generated from a retrospective compensation payout. However, prior to the commencement of any work, a $1,500 up-front retainer is required to be paid. This fee will only be deducted if, and when any financial recovery, settlement, or monetary outcome generated by the performance under the agreed work has been realised. In addition, at the point where an ACC surgery is approved, the ACC Guys will invoice a one-off invoice of $2,500.

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7. Payment Terms

I agree that the payment terms are set at 14 working days unless an alternative arrangement has been made.

8. Receipt of ACC Refunds

With respect to any ACC refunds / levy reductions due to me, I understand that it is at ACC's discretion as to whether they offset outstanding levies or refund the money to me via direct credit. I also acknowledge the payment due to The ACC Guys is not impacted by this decision.

9. Disclaimer by The ACC Guys

The ACC Guys have relied upon the information submitted by the levy payer and provided to it by ACC. Therefore, The ACC Guys does not accept any responsibility or liability for the accuracy of this information.

10. Legislative and Policy Changes

The ACC Guys does not take responsibility for ACC changing its legislative policies, disclaimer policies, or overarching legislation which adversely affects my levies.

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