



PO Box 2311,
New Farm,
QLD, 4005
t. 07 3315 5044
f. 07 3315 5044

PAY CHECKING AGREEMENT

PERSONAL AND CONTACT INFORMATION

Title: Ms, Miss, Mrs, Mr, Dr **First Name:** _____ **Surname:** _____

Address: _____ **Home:** _____

_____ **Work:** _____

_____ **Mobile:** _____

DOB: _____ **Fax:** _____

Email: _____

Preferred Method of Contact: (please CIRCLE all that apply) Phone / E-mail / Fax / Post

Preferred Time of Contact: (please CIRCLE all that apply) Mon / Tues / Wed / Thurs / Fri / Sat / Sun

Morning / Lunch / Afternoon / Evening

EMPLOYMENT DETAILS (You will need to complete one Pay Checking Agreement for each position of employment.)

EMPLOYMENT DETAILS

Name of Employer: _____

Position: _____

Workplace Agreement: (if known) _____

Position Start Date: _____ **Position End Date:** _____

Employment Status: (please CIRCLE one) **Pay Period:** (please CIRCLE one)

Full Time / Part Time / Casual Weekly / Fortnightly / Monthly

SERVICES AND FEES - Please tick ALL the Services you would like to subscribe to for your position of employment.

(* By subscribing to these Services you are subscribing to the regular review of your Pay Information.)

PAYCHECK REVIEWING

Have your PREVIOUS Pay Information verified to ensure that your wages/commissions were paid according to your legal entitlements, your work agreement or contract. An upfront Service Fee of **\$10 per payslip** plus a Success Fee of **15%** is charged when we find an Under Payment.

Service Engagement Period (Please TICK one)	6 months	12 months	18 months	24 months	30 months	36 months

Service Start Date:
D/M/Y

Service End Date:
D/M/Y

PAYCHECK MONITORING *

Have your Pay Information verified after each Pay Period to ensure that your wages/commissions are paid according to your legal entitlements, your work agreement or contract. An upfront Service Fee of **\$10 per payslip** is payable monthly plus a Success Fee of **15%** is charged when we find an Under Payment.

Service Start Date:
D/M/Y

PAYCHECK ASSURANCE

When 50 subscribers working under the same conditions or agreement register for this service, we will conduct a review of your contract or workplace agreement. A Success Fee of **20%** is charged when we find an Under Payment.

Nominate your Referrer:

SERVICES AND FEES (CONTINUED)

LEAVE CHECK *

Checking your leave balance generated by your payroll department. An upfront Service Fee of **\$10 per payslip** is payable monthly.

Service Start Date:
D/M/Y

SUPERANNUATION CHECK *

Checking Super payments to you are correct. An upfront Service Fee of **\$5 per payslip** is payable monthly.

Service Start Date:
D/M/Y

HIGHER EDUCATION CHECK *

Checking your HECS/HELP deductions are correct. An upfront Service Fee of **\$5 per payslip** is payable monthly.

Service Start Date:
D/M/Y

PAYMENT AUTHORISATION

I, _____ (your name), hereby authorise Paycheck Investigators to charge the Nominated Account with the amount and at the intervals specified as per the Terms and Conditions of this Agreement. In the event of any changes in the Fee Schedule for the Service(s) I have selected, I authorise Paycheck Investigators to alter the amount from the appropriate date in accordance with this change.

This authorisation shall stand, in respect of the Nominated Account and in respect of any card issued to me in renewal or replacement thereof, until I notify Paycheck Investigators in writing of its cancellation or the Service(s) is/are no longer provided as per the Terms and Conditions of this Agreement.

AMOUNT PAYABLE *(The amount payable for the Service(s) as selected on Page 1.)*

One off payment for the amount of: \$.....

and/or

Regular payment for the amount of: \$..... per month

PAYMENT METHOD *(Please complete your credit card details.)*

Type of card:

(please TICK one)

Visa

Mastercard

Credit Card Number:

____ / ____ / ____ / ____

Expiry Date:

____ / ____

Name on card:

Signature:

Date:

D/M/Y

Executed as an Agreement by Paycheck Investigators Pty Ltd ABN 31 130 413 053 in accordance with section 127 of the Corporations Act 2001 and the Terms and Conditions.

Signed by:

Date:

.....
Client

.....
D/M/Y

.....
Name (please print)

Signed by:

Date:

.....
Director

Jovanka Ucakalo
Paycheck Investigators

.....
D/M/Y

Office Use Only

Client ID _____

Case ID _____

PLEASE RETURN YOUR COMPLETED FORM TO:
PAYCHECK INVESTIGATORS REPLY PAID 2311, NEW FARM, QLD, 4005

PAY CHECKING AGREEMENT – TERMS AND CONDITIONS

Parties

'We', 'our' and 'us' means Paycheck Investigators Pty Ltd
ABN 31 130 413 053 of PO Box 2311, New Farm, Queensland, 4005.

'I', 'you' and 'your' means the applicant for the Service(s) as specified in this Agreement.

Background

- We provide services to employees, contractors and employers that verify Pay Information to ensure wages and entitlements are paid correctly.
- You are interested in having your Pay Information verified by us to identify any discrepancies.
- You request that we supply our pay verification Service(s) for the Service(s) that you have nominated in this Agreement.

Agreement

1. Definitions and interpretations

1.1 Definitions

In this Agreement, unless the context requires otherwise:

Accumulated Leave Balance is defined as the amount of leave (including annual sick, parental and study leave) that you have accrued during your employment at your disposal.

Agreement means this agreement for the provision of pay and entitlements verification service(s) including the Payment Authorisation.

Confidential information means all information you supply to us in relation to your remuneration and entitlements you have received from your employer. This information includes but is not limited to:

- payslip(s);
- superannuation statement(s);
- employment agreement(s);
- tax return(s);
- group certificate(s);
- HECS/HELP statement(s);
- commission statement(s);
- work agreement(s) and/or contract(s).

Commencement Date is the date which we accept this Agreement.

Employer means the entity who employs or engages you in either a contract of service or an employment agreement and who provides your Pay Information.

Event of Force Majeure means the occurrence of an event or circumstances beyond the reasonable control of the Party affected by it including (without limitation):

- a war (declared or undeclared), insurrection, civil commotion, military action, or an act of sabotage;
- a strike, lockout or industrial action, dispute or disturbance of any kind;
- an act of a government or a government authority;
- an act of God;
- an act of terrorism; or
- a storm, tempest, fire, flood, earthquake or other natural calamity; or such other event as is outside the reasonable control of the Parties.

Fee Schedule means the fees contained in this Agreement and on our website.

Full Time means you maintain a position of employment for greater than 30 hours per week averaged over a continuous four week period.

GST means any goods and services tax, consumption tax, value-added tax or any similar impost or duty which is or may be levied or becomes payable in connection with the supply of goods or services.

Nominated Account means the account name or credit card name, number, type, expiry date and details that you provide authorising us to charge the fees in consideration for providing our Service(s).

Normal Business Hours means the usual hours as varied from time to time that people attend to work in offices where our Service(s) is/are provided.

Notification Period means the period between the day the Payment Discrepancy Report is provided to you and the day the Success Fee is charged to the Nominated Account in accordance with clauses 3.4, 3.5 and 3.6 for each particular Service.

Part Time/Casual means you maintain a position of employment for 30 hours or less per week averaged over a continuous four week period.

Party means you or us and Parties shall mean both you and us.

Pay Entitlement means the amount of money that you are legally entitled to receive from your Employer for your hours worked.

Pay Information means all information necessary to calculate the accuracy or otherwise of your Pay Entitlement. Pay Information also includes Confidential Information.

Pay Period is defined by your frequency of receiving a payslip.

Paycheck Investigators Website means the website found at the universal resource locator (URL): <http://www.paycheckinvestigators.com/>

Paycheck Investigators Team Members means any person employed either under a contract of service or contract for services and or any external consultants or agents engaged by us.

Payment Authorisation means the authority you grant to us to charge your Nominated Account.

Payment Discrepancy Report means our report provided to you that details the finding(s) of our verification of wages and/or entitlement. The report provides details and amounts of any Under Payment and/or over payment that have been identified.

Payslip means the notification received from your Employer providing details of hours work, rate of pay, leave taken and other employment information.

Reprocessing Fee means a \$5 amount that will be charged to your Nominated Account pursuant to clause 3.13.

Service means the Services outlined in this Agreement. We may vary these from time to time by providing you 28 days written notice.

Service Engagement Period means the period during which our Service(s) will be provided as set in this Agreement.

Service Fee(s) means the amount of money payable by you to us pursuant to the terms of this Agreement for our Service(s), as disclosed in this Agreement.

Success Fee means the amount payable by you to us as a result of any Under Payment identified within the Payment Discrepancy Report.

Terms and Conditions means these terms and conditions as contained in this Agreement.

Under Payment is the term used to describe the situation where you received less money than you were entitled to under the terms of your employment agreement/contract.

1.2 Interpretation

In this Agreement unless the context otherwise requires:

- any reference to any of the Parties by their defined terms includes, and any obligation or benefit under this Agreement will bind or enure for the benefit of, that Party's executors, administrators or permitted assigns, or being a company, its successors or permitted assigns;
- every expressed or implied agreement or undertaking by which two or more persons agree or undertake any obligation or derive any benefit in terms of this Agreement will bind or enure for the benefit of those persons jointly and severally;
- clause headings are for reference purposes only;
- reference to an item is a reference to an item in the Schedule to this Agreement; derivatives of a word defined in this Agreement have a corresponding meaning;
 - Schedules, Appendices and the Payment Authorisation form part of this Agreement;
 - reference to a statute includes all regulations under and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated.

2. Engagement and commencement

2.1 By signing this Agreement you request that we supply the Service(s) you have selected at the start of this Agreement as described in Clause 3.

2.2 We reserve the right to accept or reject your request to provide Service(s) at our absolute discretion and without explanation.

2.3 Our Service(s) will commence as soon as practical after we accept your request for our Service(s) and receive your Pay Information.

3. Description of Services and Fees

3.1 Our Services are outlined in this Agreement and also on our website.

3.2 In consideration for providing our Service(s), you agree to pay our Service Fee(s) and Success Fee(s) as outlined in this Agreement.

3.3 We may use a variety of computerised and/or manual methods to provide our Service(s).

3.4 Paycheck Reviewing - We will verify your previously received Pay Information to ensure that wages and/or commissions were paid in accordance with legislation and your work agreement or contract. We provide your Payment Discrepancy Report within 28 days of the receiving your Pay Information. A Success Fee of 15% of the Gross amount of any Under Payments validly identified and reported will be charged to your Nominated Account 28 days after your Payment Discrepancy Report is issued.

3.5 Paycheck Monitoring - We will provide ongoing verification of your future Pay Information in accordance with your Pay Period to ensure that wages and/or commissions have been paid in accordance with legislation and your work agreement or contract. We will provide your Payment Discrepancy Report within seven days of receiving your Pay Information. A Success Fee of 15% of the Gross amount of any Under Payments validly identified and reported will be charged to your Nominated Account 14 days after your Payment Discrepancy Report is issued.

3.6 Paycheck Assurance - We will verify your work agreement or contract complies with legislation where a group of 50 or more employees working under the same conditions/agreement subscribe to the Service. If any uniform discrepancy is identified we will notify you of the discrepancy by providing you with an individual Payment Discrepancy Report. A Success Fee of 20% of the Gross amount of any Under Payments validly identified and reported will be charged to your Nominated Account 28 days after your Discrepancy Report is issued.

3.7 Leave Check - We will provide ongoing verification of your Accumulated Leave Balance. In the case of a manual verification, your Accumulated Leave Balance will be verified against balances shown on your Pay Information. Where you have elected to perform the verification with the aid of software, you are required to verify that the Accumulated Leave Balance matches that shown in your Pay Information. We will provide your Payment Discrepancy Report within seven days of receiving your Pay Information.

3.8 Superannuation Check - We will provide on going verification of your superannuation payment(s) made by your employer on your behalf. In the case of a manual verification, your superannuation payment(s) will be verified with amount(s) shown on your Pay Information. Where you have elected to perform the verification with the aid of software, you are required to verify that the superannuation payment(s) match that shown in your Pay Information. We will provide your Payment Discrepancy Report within seven days of receiving your Pay Information.

3.9 Higher Education Check - We will verify the amount of HECS/HELP deducted from your wages. In the case of a manual verification, your HECS/HELP deduction(s) will be verified with amounts shown on your Pay Information. Where you have elected to perform the verification with the aid of software, you are required to verify that the HECS/HELP amount(s) match that shown in your Pay Information.

3.10 We may amend the Service Fees at any time by giving you 28 days' written notice.

3.11 All Service Fees will be charged to your Nominated Account notwithstanding the Commencement Date, at the start of each calendar month during the Service Engagement Period.

3.12 You agree to complete and be bound by the Payment Authorisation in this Agreement.

3.13 A \$5 Reprocessing Fee is payable to us for each instance that:

- (a) your Nominated Account has insufficient funds; or
 - (b) the Nominated Account details you provide are incorrect;
- 3.14 At our absolute discretion, we may recalculate or waive your Success Fee where you have been unable to recover the Under Payments identified in the Payment Discrepancy Report from your Employer, if:
- (a) you provide written notification to us explaining the reason why you were unable to recover your Under Payment and, if applicable, on what basis the Under Payment was denied, and
 - (b) your notification is given to us within the Notification Period.
- 3.15 The Success Fee will not be recalculated or waived where notification is given outside the Notification Period.
- 3.16 If you subsequently recover some or all of your Under Payment after having the Success Fee recalculated or waived in accordance with clause 3.14, you are to notify us and we will reassess your Success Fee.

4. Term

- 4.1 This Agreement will commence on the Commencement Date and will continue unless and until:
- (a) expiry of the fixed term for those Services which have a fixed period and payment for those Services; or
 - (b) you elect to terminate this Agreement pursuant to clause 4.2.
- 4.2 To terminate this Agreement, a Party must provide the other Party with 28 days written notice of the intention to discontinue this Agreement to the other Party prior to the expiry of the Term subject to clause 8.4.
- 4.3 If you Terminate before a Success Fee has been charged, this will not prejudice our right to charge this fee should a Payment Discrepancy Report have been issued or be able to be issued and an associated Success Fee be payable by you.

5. Company's Obligations

We must:

- (a) supply the Service(s):
 - (i) in accordance with those Service(s) you selected in this Agreement;
 - (ii) in a competent and proper manner using a high degree of professional skill and knowledge and in accordance with all laws, regulations and industry standards; and
 - (iii) in accordance with any of your lawful requests and directions which relate to the provision of the Service(s).
- (b) deliver to you a Payment Discrepancy Report within the time frame specified in Clause 3, unless otherwise notified.
- (c) keep your Pay Information Secure for up to two years.

6. Confidential Information

The Parties agree that the Confidential Information is to remain confidential except where:

- (a) it is required to be disclosed by law;
- (b) we disclose the Confidential Information to our employees, contractors or agents as a necessary part of providing the Service(s);
- (c) we aggregate the Confidential Information and reformat it in such a way that it loses the characteristics of confidentiality;
- (d) we obtain information from a party not subject to obligations of confidentiality.

7. Client's Representations

By entering into this Agreement, you warrant that you:

- (a) have the capacity and authority to enter into this Agreement and are over 18 years of age or are a legal guardian acting on behalf of a minor; and
- (b) are not currently bankrupt and will not become so during the Service Engagement Period. In the event that you become bankrupt during the Term of this Agreement, you agree to notify us within seven days of such an event occurring;
- (c) have arranged to provide us with all relevant Pay Information so that we can make an accurate assessment of your Pay Entitlements;
- (d) agree that the Fees, Terms and Conditions apply to Pay Information received from one Employer only and where you have been employed in the same position;
- (e) will notify and organise reimbursement from your Employer if we identify an Under Payment.
- (f) will notify us in accordance with clause 3.16, if you subsequently recover some or all of your Under Payment after having had your Success Fee recalculated or waived under clause 3.14.

8. General Provisions

8.1 GST

- (a) Any amounts payable under this Agreement include an amount on account of GST. If a Party makes a supply under or in connection with the Agreement on which GST is imposed, then the amount payable in respect of the supply will be increased by, and the recipient of the supply (you) must also pay us, an additional amount equal to the amount of GST payable on the supply, provided that no amount shall be paid on account of GST until the Supplier has issued a tax invoice to you for that supply.
- (b) If a payment to a Party under this Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that Party, then the payment will be:
 - (i) reduced by the amount of any input tax credit to which that Party is entitled for that loss, cost or expense; and
 - (ii) increased in accordance with clause 8.1 if, and to the extent, that the payment is consideration for a taxable supply.

8.2 Indemnity

You release, indemnify and hold us harmless from and against all liability, claim or damages by any person arising in any way from:

- (a) your failure to comply with any obligation owed to us under or in connection with this Agreement;
- (b) your failure to provide full and correct Pay Information;

- (c) a claim that a payment, obligation, transaction or transfer in connection with this Agreement is void or voidable under any law relating to insolvency or bankruptcy; and
- (d) you shall indemnify us against non-payment of any fees payable to us pursuant to this Agreement, including where the Nominated Account has insufficient funds.

8.3 Liability

You acknowledge and agree that we will not be liable for any loss, damage or expenses incurred by you, as a result of the Service(s) provided, however, where legislation implies in this Agreement any condition or warranty and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of any liability under such condition or warranty, the conditional warranty shall be deemed to be included in this Agreement.

However, our liability for any breach of such conditional warranty shall be limited at our discretion to one or more of the following if the breach relates to the Service(s) provided:

- (a) the replacement of the Service(s) or the supply of equivalent Service(s);
- (b) the payment of the cost of replacing the Service(s) or of acquiring the equivalent Service(s); or
- (c) the payment of the cost of having the Service(s) conducted by another party.

8.4 Termination and Suspension

- (a) In addition to our rights under clause 4.2, we may terminate this Agreement:
 - (i) upon 28 days' notice in writing if you fail to comply with any of your required obligations pursuant to this Agreement; and
 - (ii) immediately without notice if, in our opinion, you utilise the Service(s) in any unlawful, unconscionable or improper manner.
- (b) You acknowledge and agree that if you terminate this Agreement, we will charge any outstanding Service Fees and Success Fees to your Nominated Account according to the Service(s) selected in this Agreement.

8.5 Force Majeure

- (a) If a Party is prevented, hindered or delayed from performing its obligations under the Agreement (other than an obligation to pay money) by an Event of Force Majeure, then as long as that situation continues, that Party shall be excused from performance of the obligation to the extent it is so prevented, hindered or delayed, and the time for performance of the obligation shall be extended accordingly, but if this Agreement requires that time is of the essence, time shall continue to remain of the essence.
- (b) A Party affected by an Event of Force Majeure shall immediately notify the other Party of its occurrence and its effect or likely effect, and use all reasonable endeavours to minimise the effect of the Event of Force Majeure and to bring it to an end.

8.6 Entire Agreement

You acknowledge and agree that in entering into this Agreement that:

- (a) you are not relying on any representations made by us or any of our employees, contractors or agents, other than those contained in this Agreement; and
- (b) the details of the Service(s) selected in this Agreement form part of this Agreement; and
- (c) this Agreement including the Payment Authorisation contains the entire Agreement between the Parties unless amended in writing from time to time.

8.7 Jurisdiction

The validity and enforceability of this Agreement and of each clause and part thereof, shall be governed by the laws applicable in the state of Queensland, Australia.

8.8 Severability

If any part of this Agreement shall be found to be or deemed illegal or invalid that part shall be severed and the remainder of this Agreement shall not be affected.

8.9 Assignment

We may upon giving you 28 days' notice in writing assign all our rights, title and interest in this Agreement to another person or corporation. You are not entitled to assign your rights, title and interest in this Agreement without our express written consent.

8.10 Counterparts

This Agreement is validly executed if executed in one or more counterparts.

8.11 Further assurances

Each Party must do all things and execute all further documents to give full effect to this Agreement and refrain from doing anything that might hinder the performance of this Agreement.

8.12 No waiver

- (a) The failure of a Party at any time to require full or partial performance of any provision of this Agreement does not affect in any way the full right of that Party to require that performance subsequently.
- (b) The waiver by any Party of a breach of a provision of this Agreement is not deemed a waiver of all or part of that provision or of any other provision or of the right of that Party to avail itself of its rights subsequently.
- (c) Any waiver of a breach of this Agreement must be in writing signed by the Party granting the waiver, and is effective only to the extent specifically set out in that waiver.

8.13 Survival of clauses

Clauses 5(c), 6, 3.2, 7(e), 8.4, and the Payment Authorisation, except for our right to charge periodic fees, will survive termination or expiry of this Agreement along with any other provision (including a Schedule) that by its nature survives the termination or expiry of this Agreement. After the termination of this Agreement we are able to issue a revised Payment Discrepancy Report and charge a Success Fee up to two years after the termination of this Agreement.