

# AVA Costs Agreement



**Australian  
Veteran  
Advocacy**

*Supporting Veterans with DVA claims*

This agreement is made between

\_\_\_\_\_ (Client)

and

Australian Veteran Advocacy Pty Ltd (AVA)  
ACN: 659 944 573

Web: [www.australianveteranadvocacy.com.au](http://www.australianveteranadvocacy.com.au)  
Email: [support@australianveteranadvocacy.com.au](mailto:support@australianveteranadvocacy.com.au)  
Telephone: 02 5111 0055 / 0457 501 013  
Post: Shop G01 / 120 Eastern Valley Way, Belconnen ACT 2617

## 1) Scope of work

- a) AVA will provide the Client with the following services as part of any prepared Action Plan or as necessitated by their changing circumstances and advocacy needs:
  - i) Lodgement of requests for any required information, including military and civilian health records and Department of Veteran Affairs (DVA) Freedom of Information requests;
  - ii) Preliminary initial liability (IL) claim lodgement;
  - iii) Detailed review of Client's medical records;
  - iv) Coordinate with medical providers to complete DVA documentation in support of initial liability, permanent impairment (PI) and other types of claims;
  - v) Compilation of claim submission documentation including medical evidence, diagnosis forms and claimant reports;
  - vi) Submission of initial liability claims;
  - vii) Non-liability healthcare lodgement;
  - viii) Submission of Provisional Access to Medical Treatment (PAMT) form as required for scheme access;
  - ix) Lodgement of post-liability acceptance claims including, but not limited to:
    - (1) Incapacity payments
    - (2) Household services
    - (3) Permanent impairment
  - x) Ongoing claim support and management as Client's DVA Representative;
  - xi) Advice regarding accessing subsequent entitlements post liability acceptance and compensation determination.
- b) Any appeal of a claim determination will be at the discretion of AVA and subject to additional fees (see clause (4)).
- c) Any pursuit of retrospective medical discharge (CSC retrospective invalidity assessment and/or application for change of discharge classification through Defence) will be at the discretion of AVA and subject to a separate fee (see clause (4)).

## 2) Advice out of scope

- a) AVA is not licenced to provide financial or legal advice and any information provided by AVA to the Client, regardless of form, shall be understood to not constitute advice of a financial or legal nature.

- b) Any advice provided by AVA in relation to superannuation, disability pensions and retrospective medical discharge will be understood by the client as general in nature.
- c) The Client is solely responsible for obtaining any financial or legal advice they desire in relation to this agreement, the services provided by AVA and any consequent claim settlement.

### 3) Duration of agreement

- a) AVA will provide the Client with services that fall within the scope of clause (1) for five years from the signing of this agreement.

### 4) Fees

- a) The Client agrees to pay the following fixed fees in return for the services provided under clause (1):
  - i) \$9,000 within 30 days of a successful IL, PI or similar compensation claim that results in a compensation offer;
  - ii) \$9,000 within 30 days of a successful appeal that results in additional compensation offered;
  - iii) \$9,000 within 30 days of a successful application for retrospective medical discharge that results in a Class A or Class B pension.
- b) Fees payable under subclauses (a)(i) and (a)(ii) are subject to the following caps:
  - i) Overall caps of \$9,000;
  - ii) for compensation offered as a lump sum (such as DRCA PI payments), 5% of the lump sum value;
  - iii) for compensation offered as an optional lump sum (such as MRCA or VETS PI payments), 5% of the lump sum value;
  - iv) for compensation offered as a compulsory pension (such as VEA PI payments), 5% of the pension value calculated over 10 years.
- c) Any Action Plan fee or client pre-payment will be set-off against the fees payable under this clause.
- d) There are no fees payable in relation to claims for Loss of Earnings Allowance, incapacity payments, SRDP or EYP.
- e) All rates and amounts under this clause are exclusive of GST.

### 5) Client obligations

- a) The Client will:
  - i) cooperate with AVA as reasonably required;
  - ii) provide any information and documentation AVA requires to support Client's claims, including obtaining any medical assessments as deemed necessary by AVA; and
  - iii) cover any costs incurred in fulfilling subclause (ii).
- b) Warning: providing AVA with false or misleading information to support DVA claims could constitute fraud against the Commonwealth and attract criminal penalties.

### 6) Provision of Services

- a) AVA may engage third party agents or organisations to complete or facilitate some of its responsibilities under this agreement. In such an event AVA will retain oversight and responsibility for the work undertaken.
- b) AVA may have commercial relationships with the third parties engaged under sub-clause (a).

### 7) Documents

- a) If requested, AVA will return to the Client any original documents provided, but will be entitled to retain copies of any original documents returned.
- b) AVA will be entitled to destroy any documents it holds in relation to this agreement after a period of seven years from the end of this agreement, without further reference to the Client.

## 8) Privacy

- a) The provision of services under this agreement will require AVA to collect, store, use and disclose the Client's personal information, including health (medical) information. The Client consents to:
  - i) AVA disclosing the Client's personal and health information to health service providers in connection with their DVA matters; and
  - ii) health service providers disclosing the Client's personal and health information to AVA, including, but not limited to, appointment details, assessments, imaging results and diagnostic reports.
- b) AVA's collection, storage, use and disclosure of the Client's personal information will comply with the Australian Privacy Principles, as reflected in the Privacy Policy available from its website.

## 9) Warranties

- a) AVA provides no warranty that any result or objective can or will be achieved or attained at all, whether stated in this agreement or elsewhere.
- b) The advocacy services under this agreement call for the provision of opinions, advice and assistance. The Parties acknowledge and agree that AVA may give an opinion or an interpretation on a set of facts or an issue which is fully in accord with its obligations under this agreement and consistent with industry standards, even though another provider of advocacy services may give a different opinion or interpretation on the same facts or issue.

## 10) Liability

- a) Neither Party has any liability under or may be deemed to be in breach of this agreement for any delays or failures in performance of this agreement which result from a force majeure event.
- b) AVA's liability under this agreement is limited to \$9,900 inclusive of GST.
- c) Email is our preferred method of communication; to the extent permitted by law, AVA will not be liable for any damage caused in relation to emails or other electronic or digital communication due to viruses, delays, defects, or interference by others before or after transmission.

## 11) Termination

- a) Either party may terminate this agreement without penalty by providing to the other 14 days written notice.
- b) Any fees outstanding under clause (4) will survive termination and remain enforceable.

## 12) Independent legal advice

- a) The Client should not sign this agreement if they do not understand its content.
- b) The Client has a right to seek independent legal advice prior to entering into this agreement and signing this agreement will be evidence the client has obtained that advice or waived their right to it.

Signed by the Client: \_\_\_\_\_ Date: \_\_\_\_\_