



# Take Back Control With A Personal Debt Management Solution



Take Back **Control**

## About Revive Financial

Our team of financial professionals at Revive Financial have guided over 100,000 individuals and businesses towards financial freedom since 2005. The team includes:

- ✓ Chartered Accounting Practice (CAANZ)
- ✓ Registered Debt Agreement Administrator
- ✓ Australian Credit License (ACL) holder
- ✓ AFCA & PIPA member
- ✓ In-house Bankruptcy Trustee
- ✓ Registered Tax Agents
- ✓ Independent Customer Advocate accessible

With these unrivaled qualifications and a passion for industry leading service standards we're able to provide a suite of specialist Debt Management Solutions to vulnerable Australians in the face of financial distress.

## Why Revive Financial



### Positive Outcomes

We've helped thousands of Australians take back control of their financial future. But don't just take our word for it, we've got thousands of [reviews](#) to prove it.



### Judgement Free

At Revive Financial, we care about the stress and impact being in debt has on your wellbeing. We want to help you take back your control, no judgement, just a helping hand.



### Immediate Results

Once you've committed to a solution with our team, we'll help hit pause on the interest and stop those harassing calls and letters immediately.



### Australian Owned

Revive Financial is proudly Australian owned and operated. With a focus on customer service, our caring staff have been helping customers take back control since 2005.

Take Back Control

# Our Debt Management Solutions



## Debt Management Solutions

Our Debt Management Solutions are designed to reduce a customer's total debt amount by combining multiple unsecured debts into one, affordable, easy to manage payment. As part of implementing your solution, we determine the most appropriate agreement between you with your creditors. This could include an informal Agreement, a formal Part IX (9) Debt Agreement or a Part X (10) Personal Insolvency Agreement.



## Part IX (9) Debt Agreement

A Part IX (9) Debt Agreement is a legislated, legal and binding agreement between you and your creditors. It is a positive solution which outlines a new, affordable payment arrangement of your unsecured debts. This allows you to repay only a percentage of each dollar you owe, while being able to get on with your life and avoid the harsh consequences of bankruptcy.



## Informal Agreement

An Informal Agreement is an agreement between you and your creditors to change the terms on your existing debt contracts. It allows you to pave the way for financial freedom without the consequences of a Part IX (9) Debt Agreement or Bankruptcy. With an Informal Agreement, you can renegotiate the terms of your debt and then settle on a new repayment arrangement – one which is affordable for you.



## Part IX (10) Personal Insolvency Agreement

A Part IX (10) Personal Insolvency Agreement (PIA) is a legally binding agreement between an individual (the debtor) and their creditors to settle debts without declaring bankruptcy. It's a formal alternative to bankruptcy for those experiencing financial hardship and looking to negotiate a manageable way to pay off their debts.

# Our Debt Management Solutions



## Debt Negotiations and Settlements

We negotiate with creditors on behalf of our customers, suitable payment arrangements and debt settlements which meet our customers' budget and unique situation. Whether it be a lump sum settlement, informal agreement or a complete debt waiver, we strive to find the best solution for our customers, to reduce their debt and improve their overall financial situation.



## Debt Consolidation and Bad Credit Refinance

Through our trusted Partners, we offer a suite of financial solutions designed to consolidate debts, reduce repayments and improve a customers' overall financial position. Our Partners specialise in debt consolidation loans and mortgage refinancing for those with a bad credit history and who have been previously declined by major lenders.



## Temporary Hardship Plan

Our Temporary Hardship Plan is a simple 3-month repayment solution to provide temporary debt relief when you need it most! Say goodbye to financial stress and take back control of your life with our innovative plan that offers tailored guidance and a holistic approach.



## Bankruptcy Trustee Services

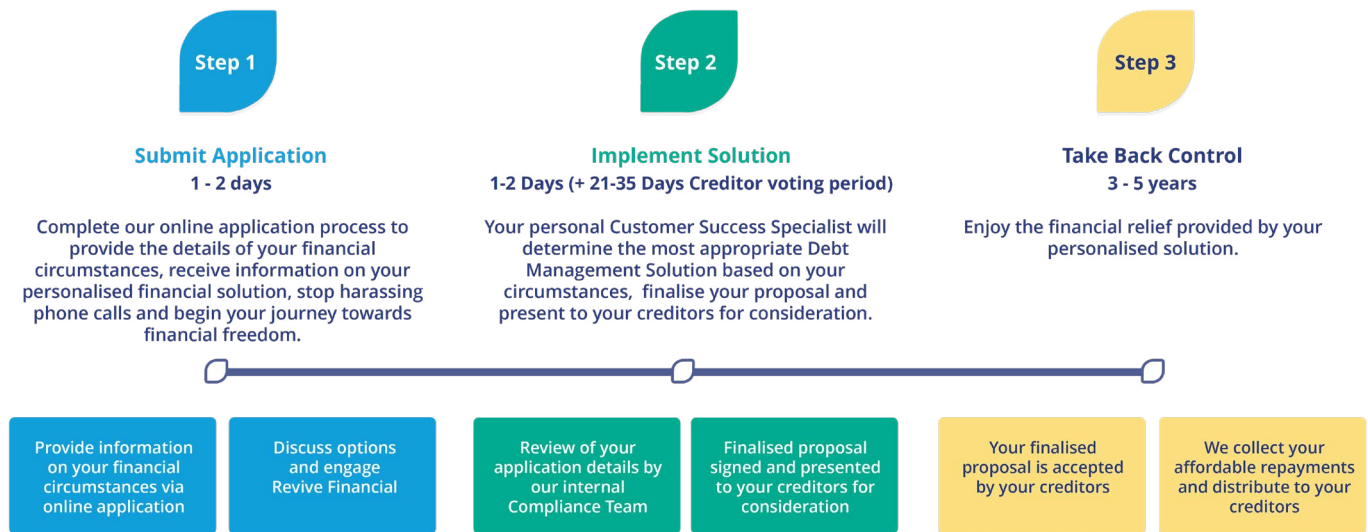
Bankruptcy exists for customers suffering from severe financial hardship where all other debt repayment options have already been explored. Bankruptcy eliminates a customers' debt with some exceptions and provides them with a fresh start to help them rebuild their life and financial future. Our in-house Registered Bankruptcy Trustee assists customers through the process and administers the Bankruptcy estate where there is property or assets.

# Debt Management Solutions Comparison Table

	Part IX (9) Debt Agreement	INFORMAL AGREEMENT	Part X (10) Personal Insolvency Agreement	BANKRUPTCY
<b>Legislative Framework</b>	Legislated under Bankruptcy Act 1966	Responsibilities of creditors regarding consumer hardship are outlined in NCCP Act 2009 and Codes of Conduct	Legislated under Bankruptcy Act 1966	Legislated under Bankruptcy Act 1966
<b>Total value of unsecured debts which can be included</b>	The value of unsecured debts cannot exceed \$143,652.60*	No Restriction, however the amount of debt needs to be realistically repayable	No Restriction	No Restriction
<b>Term of Agreement</b>	Generally 3-5 years	Generally 5-7 years	Generally 5 years by installments. Determined by the Debtor	3 years, but can be longer at Bankruptcy Trustee discretion
<b>Debts which can be included</b>	Provable Unsecured Debts	No restriction. Secured or contingent debts can be negotiated, however creditors retain the right to repossess assets	Provable Unsecured Debts	Provable Unsecured Debts
<b>Earning capacity</b>	After tax income cannot exceed \$ 107,739.45* pa at time of lodgment. No restrictions on increased capacity during agreement	No Restriction, however the agreement is negotiated based on earning capacity being insufficient to repay debts (hardship).	No restriction. Can include income contributions in proposal at Debtors discretion	A Bankrupt with no dependents must repay 50c/\$1 earned over \$71,826.30* pa after tax. Income thresholds increase with number of dependents
<b>Operating a business</b>	Some industries, professions or licenses have restrictions or disclosure obligations relating to those in a Debt Agreement	No Restriction	Business – No Restriction – can form part of proposal that business can continue to trade.  Company – Cannot manage a company until PIA is completed	You cannot be a company director or involved in it's management without permission of the court. Complete exclusions apply to some professions & licenses.
<b>Can I own real estate/ property?</b>	Yes, up to \$287,305.20* in net asset value (above amounts owed against them)	Yes, however the agreement is negotiated based on the fact assets cannot be easily sold to repay debts (hardship)	Debtor can include in proposal or not at their discretion	The Bankruptcy Trustee can claim any real estate/ property you own as an asset
<b>Value of the vehicle I drive</b>	Refer to 'Other asset restriction'	Refer to 'Other asset restriction'	Refer to 'Other asset restriction'	\$9,400.00* maximum net value
<b>Other asset restriction</b>	Can keep home, cars, tools for work and other assets up to \$287,305.20*in total net asset value*	No Restriction, however the agreement is negotiated based on the fact assets cannot be easily sold to repay debt	No restrictions. Debtor can include what assets in the proposal at their discretion	The Bankruptcy Trustee can claim any assets where protection up to set thresholds is not offered under the Bankruptcy Act 1966
<b>Credit Rating &amp; National Personal Insolvency Index (NPII)</b>	Where you complete the agreement (by discharging your obligations per S185N of the Bankruptcy Act) the longer of 5 years or 1 month from the finish date.	No formal listing, however credit providers retain the ability to list a credit default for 5 years due to breaches of original credit contracts	Listed on Credit History for 5 years from commencement of agreement, listed on NPII for life	Listed on Credit History for 5 years, listed on NPII for life
<b>Applying for a loan</b>	Ability to obtain further credit is affected temporarily by credit history and NPII listings	Applying for further credit after proving hardship to existing creditors may jeopardize negotiated agreement	Ability to obtain further credit is affected temporarily by credit history and NPII listings	Ability to obtain further credit may be effected indefinitely depending on lender policies. Cannot borrow over \$7,032.00* without disclosing currently Bankrupt
<b>Overseas travel</b>	No Restriction	No Restriction	No Restriction	Subject to approval by the Bankruptcy Trustee
<b>Inheritances and windfalls</b>	No Restriction to any financial improvement after agreement is accepted	No Restriction, loans can be renegotiated to settle for less than 100c/\$1 if a lump sum becomes available. Hardship remains a requirement for success	No restrictions, Debtor can include or not at their discretion	Will be taken by Bankruptcy Trustee up to the value required to pay out debts included in Bankruptcy inclusive of trustee fees and interest

\*Figures as at 20 September 2024 ([AFSA indexed amounts](#))

# Debt Management Solution **Process and Costs**



## Step 1: Submit Application

After completing your initial Assessment form, you will need to provide further details and supporting documents regarding your financial circumstances through our online Application. You may complete this process at your own pace or with the assistance of one of our Customer Success Specialists.

Once we have assessed your Income, Expenses, Assets, Liabilities, and overall financial capacity, we will recommend the most appropriate Debt Management Solution for you.

If you agree with the recommended Debt Management Solution and wish to proceed, you will need to sign our engagement documents and begin making payments into our audited trust account.

**Timeframe:** Target of 1-2 days, however relies on the prompt supply of requested documents.

**Costs:** We charge a Professional Fee of \$2,500. You are not required to pay this amount in full immediately, however, we do require a minimum number payments to be paid before we present your Proposal to your creditors, and any unpaid balance will be included in your agreement alongside your other debts.

**Important:** It is imperative to make your agreed payments into our Trust Account in full and on time. You will need to demonstrate you have the ability to make a contribution towards your creditors based on your financial capacity. Failure to do so may compromise our ability to achieve the best possible outcome with your creditors.

## Step 2: Implement Solution

One of our Customer Success Specialists will verify and confirm your information on your Application form and will recommend the most appropriate agreement between you and your creditors. We will prepare a suitable proposal to your creditors, depending on the agreement:

### **For a Part IX (9) Debt Agreement:**

Your Debt Agreement Proposal will be submitted with the Australian Financial Security Authority (AFSA). AFSA will then distribute to each of your creditors for voting. At this point interest is immediately paused on all accounts included in the agreement as required by law.

Your creditors have 35 days to vote on your proposal. Only a majority (in \$ value) of creditors need to vote in favour of the Debt Agreement for it to be formally accepted and binding on all creditors. Our compliance team has extensive experience in negotiating with all major creditors to ensure the submitted proposal is considered acceptable by creditors.

**Timeframe:** Creditors have 35 days to consider and vote on the Debt Agreement Proposal.

**Costs:** A \$200 lodgment fee applies to all Debt Agreement Proposals lodged with AFSA, we will pay this on your behalf and seek reimbursement from the amounts you have paid towards your agreement.

## Take Back Control



### **For a Part X (10) Personal Insolvency Agreement:**

We will draft a Proposal to your creditors for your approval. Your draft Personal Insolvency Agreement Proposal will be included in the Controlling Trustee's report to creditors and submitted with the AFSA.

Your creditors will vote on your proposal at the meeting of creditors. Only a majority (50.01% in number and 75% in \$ value) of creditors need to vote in favour of the Personal Insolvency Agreement for it to be formally accepted and binding on all creditors. Our compliance team has extensive experience in negotiating with all major creditors to ensure the submitted proposal is considered acceptable by creditors.

**Timeframe:** 1-2 Weeks (+30 days). Your Controlling Trustee will have 20 days to report to creditors on the benefits of your proposal and provide creditors with 10 days to consider your proposal and vote on the proposed Personal Insolvency Agreement at the upcoming creditors meeting.

**Costs:** A \$240 lodgment fee applies to all Personal Insolvency Agreement Proposals lodged with AFSA and an advertisement fee of \$260 is also payable to advertise the meeting. We will pay these costs on your behalf and seek reimbursement from the amounts you have paid towards your agreement.

### **For an Informal Agreement:**

We prepare a proposal for each of your creditors, outlining the terms of the informal agreement. Our compliance team, with extensive experience in negotiating with all major creditors, ensures that the submitted proposal is considered acceptable by them. Creditors are then given 21 days to either accept or reject the proposal. During this period, we actively negotiate on all your debts to secure the best possible outcome for you. Only the creditors who accept the proposal will be included in the informal agreement.

**Timeframe:** Creditors have 21 days to consider and vote on the Informal Agreement Proposal.

**Costs:** A \$200 per Creditor negotiation fee applies to all Informal Agreements. This amount is included in your agreement alongside your other debts.

## **Step 3: Take Back Control**

After achieving a successful outcome with creditors, the administration of your Agreement will commence. At this point, you need to ensure the agreed frequency repayment is made in full and on time to our Trust Account to ensure the creditor arrangements are not disrupted. Please note failure to meet your agreed obligations under the agreement can give creditors the right to terminate the agreement.

**Timeframe:** Varies depending on your Debt Management Solution – For Part IX (9) Debt Agreements it is generally 5 years for property owners, or 3 years for non-property owners

**Costs:** An Administration Fee is charged based on unsecured debt level will be collected on payments made to your creditors towards reduced balances owing.

### **For Part IX (9) Debt Agreements:**

25% of the required debt repayments to be made under the agreement.

An additional Government Fee (Realisations Charge) of 7% is charged in the same way.

Full disclosure of the Administration Fee & Realisations Charge amounts is made in the proposal for both you and your creditors to see. No fee amounts are payable outside of your agreement, and all fee amounts have already been factored into your estimated payment and savings figures.

### **For Part X (10) Personal Insolvency Agreements:**

A Trustee Fee will be collected on payments made to your creditors towards reduced balances owing. An additional Government Fee (Realisations Charge) of 7% is charged on the payments you make under the agreement also.

Full disclosure of the Trustee Fee & Realisations Charge amounts is made in the proposal for both you and your creditors to see. No fee amounts are payable outside of your agreement, and all fee amounts have already been factored into your estimated payment and savings figures.

### **For Informal Agreements:**

20% on the negotiated debt balances

## What You Need To Provide

When your engagement is finalised, your Customer Success Specialist will request the following if appropriate to your circumstances:

- Copy of Government Photo ID.
- Evidence of Income.
- Recent statements and letters of collection on all loans and debts. Full disclosure of all debts is very important even debts not included in the Debt Management Solution.
- A bank account statement of the account to be debited for payment of your agreement.
- Substantiation of your situation. Any medical certificates or proof of hardship documents including a statement with dates and information. Supporting documents ensure we are able to achieve the best possible solution.

## Frequently Asked Questions

### What if I have already been declined by a lender?

If you have been knocked back by a major lender, credit union or other financial institution, we could still assist you. We have access to a range of financial services and products which allows us to offer lending alternatives that other lenders can't.

We also have solutions for those with impaired credit files.

### Will a Debt Management Solution affect my employment?

Generally, No.

However, entering into a Part IX (9) Debt Agreement or a Part X (10) Personal Insolvency Agreement might make it difficult to hold certain licenses, such as a real estate license, which can affect your professional or trade organization memberships.

There is no effect if you enter into an Informal Agreement.

### Will a Debt Management Solution affect my credit rating?

Depends. The impact on your credit file will depend on the agreement entered into with your creditors.

For Part IX (9) Debt Agreements and Part X (10) Personal Insolvency Agreements, it will be listed on your credit file for a period of 5 years + 1 month from the AFSA processing date or the date your agreement is completed, whichever is later.

Informal Debt Agreements are not listed however, any hardship arrangements will be noted on your credit file; however, they will not impact it.

The overall effect on your ability to apply for loans can vary. We offer lending alternatives that may still be available to you even with an affected credit file.

### Who Deals with My Creditors?

We do.

Once you agree to a Debt Management Solution, our team will handle all communications with your creditors. We negotiate on your behalf to reach a fair and mutually beneficial agreement. This includes preparing and submitting a proposal to your creditors, managing any necessary negotiations, and ensuring that all payments are correctly administered and distributed to your creditors.



## Will Calls from My Creditors Stop?

Yes.

All creditor calls and harassment chasing funds will stop once we are appointed on your behalf.

## What do I tell Creditors when they ring me?

"I am struggling with my finances and can't afford to make repayments. I have contacted Revive Financial to provide a solution to all my debts. They have authority to talk on my behalf on all my accounts. Please feel free to contact them on 1800 534 534. Thank you for your call."

Once your engagement is finalised written authority is provided to your creditors, if contacted please collect creditor name, contact number, and a reference number to provide your customer success manager.

After Phase 2 you need to tell them "Revive Financial is now dealing with this matter and has the authority to act on my behalf. Please feel free to contact them on 07 5343 1122."

## Can I put my payments on hold if my circumstances change?

Yes, in some cases.

If your circumstances temporarily change, we can work with your creditors to reduce or pause payments. If your situation permanently changes and you struggle to make payments, we can adjust your plan and review your options regularly.

Missing payments or falling into arrears can have consequences, particularly for Part IX (9) Debt Agreements and Part X (10) Personal Insolvency Agreements.

## What happens after my Debt Management Solution is finished?

Once your agreement is complete, you will no longer owe the included creditors and can take back control of your financial future.

By sticking to your repayments, it will allow you the opportunity to slowly rebuild your credit score and truly put your financial issues behind you. To rebuild your credit rating and gain trust with lenders, you can:

- Pay all your bills on time
- Pay more than the minimum
- Keep up to date with payments
- Avoid making excess credit enquiries
- Avoid credit cards at all costs and instead develop a healthy savings account