



FCRC

Financial & Consumer Rights Council Inc.

Service Standards and Professional Conduct Rules

Level 1
Ross House
247-251 Flinders Lane
Melbourne, Vic. 3000
Phone (03) 9663 2000
Fax: (03)9663 7677
Email: admin@fcrc.org.au
ABN: 89 498 543 075
www.fcrc.org.au

FCRC – Advancing the rights of low-income people.

Service Standards and Professional Conduct Rules

In these rules:

- “Act”** - includes the making of a statement;
“Informs” - means informs a person, or by
letter to the last known address of a
client;
“Client” - Includes potential client;
“Member” - excludes affiliate member.

Purpose of Rules

1. The purpose of these Rules is to
 - A. Safeguard the interests of clients of members
 - B. Safeguard the ethics and integrity of the professional conduct of members.
 - C. Safeguard the professional skill and quality of service provided by members.

Duties to Clients

2. A member shall act only in the best interest of the client.
3. A member shall act only on behalf of the client.
4. A member shall not do any act on behalf of a client without the authority of the client.
5. A member shall seek information from a client on all relevant aspects of the client's financial, social and legal situation and consider that information before giving any explanation to the client of the client's financial, social or legal situation or options or taking any action on the client's behalf.
6. A member shall explain to a client's financial, social and legal situation and all relevant options open to the client in dealing with her situation.
7. A member shall carry out work to be carried out by her on behalf of a client as soon as is reasonably possible.
8. If a conflict arise between the interests of two or more clients, a member shall cease to act on behalf of all such clients unless each of them agree, in writing, in the form of or to the effect of Schedule 1 hereto for which of them the member may continue to act.

9. A member shall not act for a client in relation to a matter in respect of which the member has no qualifications, training or experience.

10. A member shall not misrepresent to a client their qualifications, training, experience or ability to produce a particular outcome.

11. A member shall not act on behalf of a client for whom another person is providing Financial Counselling in relation to the same matter.

Charges

12. A member shall not directly or indirectly charge a client for their services.

Confidentiality

13. A member shall not allow the disclosure of, or disclose any information given to them by a client to any third party except:

A. With the authority of the client.

B. If the member has a legal duty to do so and after the member informs the client of the disclosure or.

C. If the information consists solely of data provided under a statistical data collection scheme authorised by the Association and does not identify the client.

Records

14. A member shall keep records sufficient to enable, if necessary, another member to continue to act for the client.

15. A member shall provide a client on request made at any time, including during a period in which the Financial Counsellor is continuing to act for the client, with all records necessary to enable another person, including the client themselves, to continue to act for the client.

16. A member shall make provisions for the retention by her employer of client records for at least seven years.

Ceasing to Act

17. A member shall cease to act for a client when:

A. It is reasonably clear that the client no longer wishes to avail themselves of the member's services or;

B. All work requested by the client has been completed.

18. A member shall inform

- A. where necessary and appropriate, persons contacted on behalf of the client and;
- B. The client in the form of or to the effect of Schedule 2 hereto, of them ceasing to act.

Training

19. A member shall undertake for time to time such training as is prescribed by the Executive Committee of the Association.

Supervision

20. A member shall ensure that all Financial Counselling provided under the supervision of the member is provided in accordance with these Rules as if the person supervised were a member.

Disreputable Conduct

21. A member shall not do any act which brings or tends to bring the Association or it's members or any of them into disrepute.

Advisory Opinions

22. The Executive Committee may, at it's discretion, provide any member with an advisory opinion as to the application of these Rules to circumstances which have arisen or are likely to arise. That opinion shall bind the Executive Committee only in respect of the circumstances addressed.

Duties to Clients – Schedule 1 letter

Date:

To:

Re:

Please note that I have been requested to act / already acts for (Client Name)

I owe a duty to act in the best interests of each client involved in the above matter, and in the event of a conflict of interest arising, I am bound to cease

to act for each party to the above matter unless all clients agree for which of them I may continue to act.

Signature of member.

Date:

To:

Re:

I hereby authorise (Name of Financial Counsellor) to

act for another party or parties to any matter / transaction in respect of which you are also acting on my behalf.

I have been advised that you owe a duty to act in the best interests of all parties involved in the matter / transaction and that, in the event of a conflict of interest arising, you are bound to cease to act for all parties involved unless all parties agree for which of them you may then continue to act.

Signature of Client.

Ceasing to Act - Schedule 2 letter

Date:

To:

Re:

It is the practice of this service to regularly review files. As no further action pertaining to this case is required/is possible at this time, I am now closing the file.

If further assistance is required in the future please feel free to contact this service.

Signature of Financial Counsellor.

Authority for Disclosure – Schedule 3 letter

Date:

To:

Re:

I/We hereby authorise (insert name of Financial Counsellor) to receive from (insert name of creditor/financial institution) full details of my credit obligations and overall financial situation, to provide such information as I have authorised and to negotiate on my behalf in accordance with my instructions.

I/We authorise (insert name of creditor/financial institution) to disclose to (insert name of Financial Counsellor) information held in relation to my financial affairs.

Signature of Client & date.