

**We agree to prepare a TradeSafe Contracts Package for the Business on the terms and conditions set out below. Words in *ITALICS* are defined at clause 16.1 below.**

### 1. Offer & Acceptance

- 1.1 The *Order Form* and these terms and conditions are an offer to enter into an *Agreement* with you for the preparation of a *TradeSafe Contracts Package* for the *Business*.
- 1.2 If you accept the offer you will be regarded as having entered an *Agreement* with us. This means you will be bound by the *Order Form* and these terms and conditions, including being billed in accordance with it.
- 1.3 You will be deemed to have accepted the offer if you:
  - (a) submit the *Order Form* to us, or
  - (b) give or continue to give the us instructions in relation to a *TradeSafe Contracts Package* for the *Business* after receiving the *Order Form*.
- 1.4 Notwithstanding clause 1.3 we may insist on you and the *Guarantor*, if any, accepting the *Order Form* and these terms and conditions in writing by signing an *Order Form* or another form of written acceptance.

### 2. Your Warranties & Responsibilities

- 2.1 Where the *Business* is a company or partnership, you warrant that you are authorised to accept these terms and conditions on behalf of the *Business*.
- 2.2 You must promptly provide all information requested and reasonably required by us for the purpose of preparing the *TradeSafe Contracts Package*.

### 3. Communication

- 3.1 The parties agree that email shall be the primary method of contact and communication in relation to any matters arising under the *Agreement*.

### 4. Legal Services – TradeSafe Contracts Package

- 4.1 We will provide a *TradeSafe Contracts Package* for the *Business* in accordance with the *Order Form* and the *Agreement*.
- 4.2 Our Samuel Roberts will be responsible for the preparation of the *TradeSafe Contracts Package* for the *Business*. You may contact our Samuel Roberts regarding your matter or our legal costs.
- 4.3 Subject to clause 9.1, we will prepare and deliver a *TradeSafe Contracts Package* for the *Business* within a reasonable time and as far as reasonably possible within seven (7) days of receipt of all information required from you.
- 4.4 We warrant that:
  - (a) we hold all qualifications and licenses, if any, required to provide legal services,
  - (b) the *TradeSafe Contracts Package* will be prepared with due care and skill, and
  - (c) we will provide legal services under the *Agreement* in accordance with the *Legal Profession Act 2004* (NSW) and the *Revised Professional Conduct & Practice Rules 1995* (Solicitors' Rules) (NSW).

### 5. Fee

- 5.1 Our fee for the preparation of a *TradeSafe Contracts Package* for the *Business* is \$2,500.00 (plus GST).
- 5.2 You agree to pay our *Fee* as follows:
  - (a) a deposit of \$275.00 within two (2) *Business Days* of you submitting the *Order Form* or otherwise giving us instructions in relation to the *Effective Business Contract Documents Package*, and
  - (b) the balance within 14 days of delivery of the *TradeSafe Contracts Package* to you for review.
- 5.3 You must notify us of any amendments you consider necessary to the *TradeSafe Contracts Package* or any part within 14 days of receiving the documents for review. Amendments requested after the said 14 day period may attract additional charges at a reasonable hourly rate.
- 5.4 You may not withhold payment of any *Account* because you have raised any issue or requested any amendment in relation to the *TradeSafe Contracts Package*.

### 6. Satisfaction Guarantee

- 6.1 If you are not totally satisfied that the *TradeSafe Contracts Package* adequately addresses all legal matters and risks concerning the *Business*, we will incorporate free of charge any amendments necessary to give effect to matters you raised with us within 14 days of receiving the *TradeSafe Contracts Package* for review.

### 7. Intellectual Property

- 7.1 We retain copyright in relation to the *TradeSafe Contracts Package* we prepare for the *Business*.
- 7.2 We authorise the *Business* to reproduce and use the *TradeSafe Contracts Package* in the course of carrying on the usual business of the *Business*.
- 7.3 You agree to indemnify us from and against all loss and damage suffered by us as a result of any unauthorised use or reproduction of the *TradeSafe Contracts Package* by you or any third party acting under your instruction or authority.

### 8. Confidentiality

- 8.1 Subject to clause 8.2, we will maintain confidentiality in relation to all information disclosed by you or any other party to us in connection with the preparation of a *TradeSafe Contracts Package* for the *Business* and shall only use such information for the purpose of preparing the said documents.
- 8.2 Unless you advise otherwise in writing, following the expiration of the Satisfaction Guarantee period in clause 6.1, you authorise us to use the name, business type and logo of the *Business* to market our legal services and that the *Business* has been a client of our TradeSafe Contracts Service including on our website and via social media.
- 8.3 The obligation in clause 8.1 shall not apply to any information which:
  - (a) we are authorised or compelled by law to disclose, reproduce, use or disseminate,
  - (b) is in or enters the public domain, other than as a result of a breach by us of our duty hereunder or disclosure by any person receiving the confidential information from us; or
  - (c) is established by means of written records and otherwise as already known to us prior to the date of the *Order Form*.

### 9. Default, Suspension & Termination of Agreement

- 9.1 We may not continue to prepare the *TradeSafe Contracts Package* and/or terminate the *Agreement*:
  - (a) if you fail to pay our *Accounts* within 14 days of the date of an invoice;
  - (b) if you fail to provide us with adequate instructions within a reasonable time of our request;
  - (c) if we, on reasonable grounds, believe that we may have a conflict of interest, or
  - (d) if we, in our absolute discretion, determine that the *TradeSafe Contracts Package* is not reasonably capable of adaptation for the *Business*.
- 9.2 Notwithstanding clause 5.2, if the *Agreement* is terminated or suspended you must pay the part of our *Fee* that we reasonably estimate has been incurred in respect of the legal services provided to you up to the date of termination or suspension, plus charges, expenses and disbursements, subject to your right to a costs assessment.
- 9.3 You must pay interest on any *Account* not paid within 30 days of the date the *Account* is issued to you calculated at the rate prescribed in Regulation 110A of the *Legal Profession Regulation 2005*.
- 9.4 You agree to pay, as genuine pre-estimate of our costs:
  - (a) a processing and handling fee of \$20.00 in respect of each payment made under the *Agreement* that is not in satisfaction, or in satisfaction of the balance, of an *Account*, and
  - (b) a default fee of \$50.00 in respect of any failure by you to pay an *Account* by the due date for payment or by the corresponding day of each subsequent calendar month until the *Account* is paid in full.
- 9.5 You agree to indemnify us from and against all costs and disbursements incurred or payable by us in connection with the recovery of monies owing by you (including, without limitation, legal fees on a solicitor-client basis, collection agency costs and bank dishonour fees).
- 9.6 In the event that we agree to accept payment of any *Account* by instalments via Ezidebit you agree to indemnify us in respect of any fees and charges incurred by us as a result of you having insufficient funds in your nominated account to meet an agreed instalment payment for which we may become liable to pay to Ezidebit Pty Limited.

### 10. Guarantee

- 10.1 In consideration for us entering into the *Agreement*, the *Guarantor* guarantees to us the performance by the *Business* of all of the *Business*' obligations under the *Agreement*.
- 10.2 If the *Business* does not pay any money due under the *Agreement* the *Guarantor* must pay that money to us on demand without deduction, set-off or counterclaim even if we have not tried to recover payment from the *Business*.
- 10.3 Even if we give the *Business* extra time to comply with an obligation under the *Agreement* or do not insist on strict compliance with the terms of the *Agreement* the *Guarantor*'s obligations will not be affected.
- 10.4 Where a payment made by the *Business* or the *Guarantor* to us is set aside by law, the parties are restored to their respective positions prior to the payment being made and are entitled to exercise all rights which they had under the *Agreement*.
- 10.5 The *Guarantor*'s liability under this clause is continuing and unlimited.

### 11. Security for Payment

- 11.1 You hereby charge all your right, title and interest in any real property or other assets capable of being charged that you own or hereafter own either solely or jointly, in our favour as security for the performance of the *Business*' obligations pursuant to the *Agreement* and authorise us to register a *Caveat* over the title of any such property in the event of a default by the *Business* under the *Agreement*.
- 11.2 You must indemnify us from and against all costs and disbursements incurred or payable by us in connection with exercise of our rights under clause 11.1 including, without limitation, reasonable legal fees, stamp duty and registration fees.

### 12. Limitation of Liability

- 12.1 Our liability limited by a scheme approved under Professional Standards Legislation
- 12.2 We shall not be liable for any indirect, special or consequential loss or damage of any nature whatsoever in connection with the *TradeSafe Contracts Package*.

### 13. Referrals

- 13.1 You acknowledge that if you were introduced or referred to us by a third party and provide the name of the referrer or quote a referral code in the *Order Form*, we may provide a gift or be obliged to pay a commission to the third party.

### 14. GST

- 14.1 The *Fee* and all other monies payable by you pursuant to the *Agreement* are exclusive of GST unless specified otherwise.
- 14.2 If we incur a liability to pay GST in connection with a supply to the *Business* pursuant to the *Agreement*, the consideration that you must pay to us for the supply is increased by an amount equal to the GST liability that we incur in making the supply and the amount of the GST liability is payable at the same time and in the same manner as the consideration in respect of the supply is payable.
- 14.3 We will provide you with a tax invoice for any GST included in any payment made pursuant to the *Agreement*.

### 15. General

- 15.1 The *Agreement* embodies the whole agreement between the parties relating to the subject matter of the *Agreement* and supersedes any and all oral and written negotiations and communications by or on behalf of any of the parties.
- 15.2 The terms in the *Agreement* may not be varied, waived, discharged or released, except with the prior written consent of the parties.
- 15.3 No right under the *Agreement* is waived or deemed to have been waived in relation to any particular instance unless in writing and signed by the party waiving the right. A party does not waive its right under the *Agreement* by granting an extension of time or any other forbearance to another party.
- 15.4 The *Agreement* shall be governed by and construed pursuant to the laws of the State of New South Wales. The parties irrevocably submit to the jurisdiction of the *Courts* of New South Wales in connection with any dispute relating to the *Agreement*.
- 15.5 A notice is deemed to have been given or serviced on you if the notice is sent by email to an email address stated in the *Order Form* upon receiving confirmation of delivery of the email without error.

### 16. Definitions & Interpretation

- 16.1 In these terms and conditions:
  - (a) "**Agreement**" means the Legal Services Costs Agreement between the *Business*, the *Guarantor*, if any, and us arising from the your acceptance of our offer as set out in clause 1;
  - (b) "**Business**" means the party named as the *Business* or client in the *Order Form*;
  - (c) "**Business Day**" means any day other than Saturdays, Sundays or public holidays;
  - (d) "**Fee**" means the amount stated at clause 5.1 unless otherwise agreed in writing;
  - (e) "**GST**" has the same meaning as given to it in the *A New Tax System (Goods and Services Tax) Act 1999*;
  - (f) "**Guarantor**" means the person or persons who have signed the *Order Form* or submitted an *Order Form* online and includes their executors, administrators, successors and assigns;
  - (g) "**Invoice**" and "**Account**" mean a tax invoice as defined in the *A New Tax System (Goods and Services Tax) Act 1999*;
  - (h) "**Order Form**" means both the online and printed *Order Form* in relation to the *TradeSafe Contracts Package*;
  - (i) "**TradeSafe Contracts Package**" means:
    - (i) if the *Business* is a contractor or supplier; a Quotation Template (including Order & Order Acceptance forms), Credit Application, customised Terms & Conditions of Trade, Contract Variation Form, Personal Guarantee & Indemnity and Final Notice - Overdue Account Letter Template,
    - (ii) if the *Business* is a business or professional service business; an Engagement Letter/Proposal Template, Acceptance (Agreement for Services) form, customised Terms & Conditions of Service, Personal Guarantee & Indemnity and Final Notice - Overdue Account Letter Template, or
    - (iii) if the *Business* is a business that contracts directly with property owners for residential building work, a Quotation Template (works under \$5,000), a Quotation Template (works over \$5,000), Acceptance (Contract for Residential Building Works) form, Terms & Conditions of Trade, Contract Variation Form, Personal Guarantee & Indemnity and Final Notice - Overdue Account Letter Template,
  - (j) "**Wei**", "**Our**" and "**Us**" means Roberts Legal Pty Limited ACN 128 628 599, its successors and assigns;
  - (k) "**You**" and "**Your**" means both the *Business* and the *Guarantor*, if any, unless otherwise indicated by the context. If there is more than one it means each of you both separately and jointly;
- 16.2 In the *Agreement*, unless otherwise indicated by the context: (a) the singular includes the plural and vice versa; (b) a reference to one gender includes a reference to all other genders; (c) headings to clauses are included for the sake of convenience only and will not affect the interpretation of the clauses to which they relate; (d) references to any statute or statutory provision include that statute or statutory provision as amended, extended, consolidated or replaced by subsequent legislation and any orders, regulations, instruments or other subordinate legislation made under the relevant statute; (e) the word person means and includes a natural person, a company, a firm or any other legal entity whether acting as a trustee or not; (f) the *Agreement* will bind each party's legal personal representatives, successors and assigns; and (g) where a party comprises two (2) or more persons the rights and obligations of such persons pursuant to the *Agreement* will ensue for the benefit of and bind each of them jointly and severally.

#### Form of Disclosure of Costs to Clients

##### Legal Costs - your right to know

(Legal Profession Act 2004)

You have the right to:

- negotiate a Costs Agreement with us
- receive a Bill of Costs from us
- request an itemised Bill of Costs after you receive a lump sum bill from us
- request written reports about the progress of your matter and the costs incurred in your matter
- apply for costs to be assessed within 12 months if you are unhappy with our costs
- apply for the Costs Agreement to be set aside
- accept or reject any offer we make for an interstate costs law to apply to your matter
- notify us that you require an interstate costs law to apply to your matter

For more information about your rights, please read the fact sheet titled Legal Costs-your right to know. You can ask us for a copy, or obtain it from your local law society or law institute (or download it from their website).