

Terms and Conditions

You can review our full terms and conditions from the second page, but here are some key points:

Your Membership

-  **Membership Term:** Memberships are subject to a minimum period or Membership Term, as set out in our Quote. At the end of the Membership Term, your Membership will automatically renew for the same period (**Renewal Period**), unless you notify us otherwise beforehand. We will send you a reminder notice.
-  **Cancellation:** If you cancel your Membership for convenience before the end of the then-current Membership Term, the Membership Fees for the remainder of that Membership Term are still owed to us, along with an amount equal to the value of any fee discounts provided by us to you during that Membership Term as a result of you being a member (for example, any discounts to our fixed fees or hourly rates).
-  **Membership Changes:** As our products constantly evolve and iterate for the benefit of our clients, we may make changes to our Membership offering. We will notify you before these changes come into effect, and give you the opportunity to cancel your Membership if you do not agree with these changes.
-  **Fair Use and Termination:** Your access to the Membership Services is subject to your commercially reasonable and fair use of the services. We have rights to terminate your Membership, including if we consider that your usage of the Membership is not fair and reasonable.
-  **Membership Fees:** Your Membership Fees are as set out in your Quote and are fixed for the duration of your Membership Term, subject to a 5% annual increase. The 5% increase will also apply to Renewal Periods. We may notify you of an increase to your Membership Fee during any Renewal Period.

General

-  **Disclosure of Information and use of third-party technologies:** As lawyers, we are bound by strict confidentiality requirements. All of your confidential information will be handled in accordance with our professional obligations. Note that we may use third-party technologies (including artificial intelligence technology providers) or disclose your personal or confidential information to third parties if we consider it necessary for the proper conduct of your matter, or where we consider it enhances your experience and our delivery of legal services to you. Any such disclosure of your information or use of third-party technologies will be done in accordance with [our privacy policy](#), applicable laws and our professional obligations.
-  **Referral Benefits:** We may receive a benefit from one of our referral partners for referring you to them, and we may provide a benefit to referral partners for referring you to us.
-  **Hourly Rates:** We may change our hourly rates on 30 June each year. We will notify you before any change comes into effect.
-  **Liability:** Our liability is limited by a scheme approved under Professional Standards Legislation. Clauses 18 and 19 set out other important information about our liability to you. We will not be liable for loss caused by our third-party referral partners.
-  **Contract Reviews:** Where you have engaged us to conduct a contract review, this will be limited to us addressing or identifying what we consider to be the key legal risks that we identify.
-  **WHS Advisory Service:** Where you have purchased our workplace health and safety (WHS) advisory service, you agree that we do not provide on-site inspections and cannot advise on specific safety risks in your workplace. We do not prepare, review or sign off on manual safety procedures. To the maximum extent permitted by law, we will not be liable as a result of workplace health and safety incidents in your workplace.

COSTS AGREEMENT

1. Agreement

- 1.1 Thank you for engaging us, LegalVision ILP Pty Ltd (ACN 167 804 088) (“us”, “our” or “we”), to provide legal services to you, the individual or entity set out in our Quote (“you” or “your”), each a “Party” and together the “Parties”.
- 1.2 We will provide legal services to you in accordance with this Costs Agreement, which includes:
- (a) these terms and conditions; and
 - (b) the quote, cost or fee estimate, proposal (and any documents or webpages linked therein) that we have provided to you for the relevant legal services (“Quote”),
- together, the “Terms”.
- 1.3 If you are an individual and have engaged us to incorporate one or more business entities for you (“New Businesses”), then you acknowledge and agree that you engage us on behalf of the New Businesses, and that the New Businesses will be our clients and receive the benefit of our legal services. To the extent applicable, a reference to “you” or “your” in these Terms will mean the New Businesses.

2. Acceptance

- 2.1 You will be deemed to have accepted these Terms by:
- (a) paying any part of our fees for the relevant legal services;
 - (b) accepting these Terms online; and/or
 - (c) instructing (or continuing to instruct) us to proceed with the provision of the relevant legal services.

3. Memberships - Term and Renewals

- 3.1 We agree to provide you the membership services as set out in the Quote (“Membership Services”).
- 3.2 You agree to purchase the Membership Services from the date you accept these Terms, and for the duration of the membership term as set out in the Quote (“Membership Term”).
- 3.3 On expiry of the Membership Term, these Terms (and the Membership Term) will automatically

renew for the same period as your initial Membership Term (“Renewal Period”), unless earlier terminated in accordance with these Terms.

- 3.4 We agree to provide you with a reminder of your upcoming renewal a reasonable period of time prior to the renewal date.
- 3.5 If you would not like these Terms to renew, you can notify us at any time before the start of the relevant Renewal Period.

4. Membership Services - Fees

- 4.1 The fee for the Membership Services, as set out in the Quote (“Membership Fee”) will be payable in arrears and direct debited from your nominated account or credit card on a monthly basis.
- 4.2 The Membership Fee will increase by 5% on each 12-month anniversary of the date you accepted these Terms, for the duration of the Membership Term (including any Renewal Period).

5. Membership Services – Scope

- 5.1 Our Quote sets out the inclusions and exclusions to the scope of the Membership Services.
- 5.2 The Membership Services do not include the formatting of documents to meet your branding requirements, or work that is not “business-as-usual”.
- 5.3 Your access to the Membership Services is subject to your commercially reasonable and fair use of the services. The Membership Services cannot be used for the benefit of any business or other enterprise that is not set out in the Quote, unless we otherwise agree in writing in our sole and reasonable discretion.
- 5.4 We will give you reasonable prior notice of significant changes to the Membership Services, including any change to the Membership Fee (“Changes”). Unless otherwise agreed, the Change will come into effect from the beginning of the following calendar month.
- 5.5 If you do not agree to a Change, please notify us in writing before the Change comes into effect and we will endeavour to come to a mutually agreeable position to resolve your concerns. If we cannot reach agreement within a reasonable

period then you may terminate the Membership Services by giving written notice to us.

- 5.6 If you choose to terminate under clause 5.5, then despite clause 21, you will only be required to pay our professional fees, disbursements and expenses in providing the Membership Services to you up to the date of termination.

6. Membership Services - Eligibility

- 6.1 We assess your eligibility to receive Membership Services prior to you receiving a Quote, and the Membership Fees and Membership Services included in your Quote are based on the information that you provide to us at that time.
- 6.2 If at any point during the Membership Term we determine (acting reasonably) that:
- (a) you have provided us with false or inaccurate information; or
 - (b) the activities of your organisation are now materially different to those described at the time we issued your Quote,

then we may request to increase the Membership Fees or amend the Membership Services, and if you do not agree then we may terminate the Membership Services by giving you written notice.

- 6.3 'LV Essentials' is a membership option for businesses that:
- (a) have two (2) or less employees, individuals, or contractors working in the business; and
 - (b) do not operate in a complex regulatory environment or industry (for example, aged care, construction, disability support, financial services, healthcare, or real estate), or in a field of new or emerging technologies.
- 6.4 If you are on an 'LV Essentials' membership and due to business growth no longer meet the criteria set out in clause 6.3, then we may request to increase the Membership Fees or amend the Membership Services, and if you do not agree then we may terminate the Membership Services by giving you written notice.
- 6.5 If we terminate the Membership Services under clauses 6.2 or 6.4, then you will only be required to pay our professional fees and costs in providing the Membership Services to you up to the date of termination.

7. Payment Methods

- 7.1 We may charge legal services to you on:
- (a) a membership basis (whether weekly, monthly, quarterly or annually);
 - (b) a fixed-fee basis; or
 - (c) an hourly rate basis,
- as set out in our Quote. You agree to pay our fees at the times, and using the payment method, set out in our Quote (or as otherwise agreed by us).
- 7.2 We reserve the right to:
- (a) ask you for your credit card or nominated account details;
 - (b) ask you to pay monies into our trust account; and/or
 - (c) approve credit to you.
- 7.3 If you fail to make any payment that you have agreed to in these Terms and the amount remains unpaid for more than 30 days, a default may be registered with our credit agency, we may suspend access to our services until payment is received, and/or we may take legal action to recover the amount.

8. Expenses and Disbursements

- 8.1 If by law we are required to carry out identity verification and customer due diligence checks on you (see clause 23), then you consent to us charging the costs of those checks to you as a disbursement. We will advise you of the cost prior to undertaking such checks. You acknowledge that if you fail to cooperate with and complete these checks, it may result in the checks being reperformed and the cost of these additional checks being charged to you.
- 8.2 If you are a company, you consent to us undertaking an ASIC search on you (including any related companies) for the purpose of us completing 'know-your-client' checks. You acknowledge and agree that the official ASIC fees will be charged back to you as a disbursement.
- 8.3 You are responsible for paying expenses and disbursements which we incur in carrying out your instructions or in performing legal services. If you request legal services that require disbursements,

we will endeavour to let you know the costs in advance, where possible.

9. Additional or Non-Membership Services

9.1 If you request additional legal services beyond the scope of the Membership Services, or you are engaging us for legal services on a non-membership basis, we will either:

- (a) if you are on a membership, offer you the option to upgrade to a different Membership Service or Membership Fee;
- (b) provide you with a further Quote for fixed fee work or an add-on to your membership; or
- (c) charge you professional fees on a pro-rata or hourly basis for the legal services we provide based on the following indicative hourly rate bands (unless otherwise notified to you in writing):
 - \$895 per hour (ex GST) for Practice Group Leaders;
 - \$845 per hour (ex GST) for Senior Practice Leaders;
 - \$795 per hour (ex GST) for Practice Leaders and Patent Attorneys;
 - \$695 per hour (ex GST) for Specialist Senior Lawyers and Specialist Senior Associates;
 - \$645 per hour (ex GST) for Senior Lawyers and Senior Associates;
 - \$545 per hour (ex GST) for Lawyers (1+ years' PQE) and Trade Mark Attorneys;
 - \$495 per hour (ex GST) for Junior Lawyers (up to 1 year PQE);
 - \$395 per hour (ex GST) for Graduates; and
 - \$195 per hour (ex GST) Paralegals.

9.2 We reserve the right to allocate our practitioners to hourly rate bands at our sole and reasonable discretion, depending on the nature and complexity of the legal services sought, and the level of expertise of our practitioners. To the extent the above bands do not apply as set out above, we will notify you of the relevant hourly

rate band that applies to your lawyer prior to commencing work on the additional scope of work.

9.3 Our rates are reviewed around 30th June each year and may change during the course of a matter. We will notify you of any rate changes.

10. Billing Arrangements and Tax Invoices

10.1 For non-Membership Services, we typically issue tax invoices on completion of the agreed scope of work relevant to your matter, as set out in your Quote ("**Scope of Work**"), or at the end of each week, fortnight or month for ongoing matters. Tax invoices are due and payable as set out on the tax invoice. By engaging us, you agree that tax invoices may be delivered to you via electronic means.

10.2 We may charge interest (at a rate equal to 2% above the cash rate target published by the Reserve Bank of Australia) and/or seek to recover our costs (including professional fees and recovery costs) on any amounts unpaid 30 days after a tax invoice (or itemised invoice, if requested) is given to you.

10.3 Where you have agreed to make payment by way of direct debit (including for the Membership Fee), we may directly debit from your nominated account any amounts due and payable under these Terms in accordance with our "Direct Debit Request" form, "Direct Debit Request Services Agreement" and any other terms or conditions agreed by you at the time of authorising us to directly debit your nominated account. By authorising us to direct debit, you authorise Stripe Payments Australia Pty Ltd ACN 160 180 343 Direct Debit User ID number 507156 (Stripe) to debit your account through the Bulk Electronic Clearing System ("**BECS**") on behalf of us for any amounts separately communicated to you by us. You certify that you are either an account holder or an authorised signatory on the account listed above.

11. Trust Money and Authorisation to Withdraw Trust Money

11.1 We will provide you with a receipt upon receiving your payment in trust ("**Trust Money**"). You authorise us to withdraw the Trust Money:

- (a) when the Scope of Work is complete in accordance with these Terms;
- (b) in accordance with instructions that have been received by us and that authorise the withdrawal; or
- (c) if the Trust Money is owed to us by way of reimbursement of money already paid by us on behalf of you, and

before effecting the withdrawal, we will send you a tax invoice and notice of withdrawal referring to the proposed withdrawal. You authorise us to receive directly into our trust account any judgement or settlement amount, or money received from any source in furtherance of your legal services, and to pay our professional fees, expenses and disbursements in accordance with *the Legal Profession Uniform Law 2015 (NSW)*.

- 11.2 We may otherwise withdraw the Trust Money if we issue a bill relating to the Trust Money, and you do not object to the withdrawal of the money within 7 business days after being given the bill.

12. Your Rights

12.1 You have the right to:

- (a) obtain independent legal advice before agreeing to any proposed costs agreement from us;
- (b) negotiate any proposed costs agreement with us (including negotiating the billing method);
- (c) receive a lump sum bill for legal services provided;
- (d) receive an itemised bill, if you request it within 30 days of receiving the lump sum bill;
- (e) request in writing, and be provided with, a written progress report of your matter and the legal costs and professional fees incurred for your matter;
- (f) be notified of any substantial change to any matter affecting our legal costs and professional fees; and
- (g) accept or reject any offer we make for an interstate costs law to apply to your matter, or notify us that you require an interstate costs law to apply to your matter.

- 12.2 We are entitled to charge you a reasonable amount to provide a progress report on your matter but may not charge to provide a written report on the legal costs and professional fees incurred by you.

12.3 Nothing in these Terms affects your rights under the Australian Consumer Law.

13. Your Rights in Relation to a Dispute Concerning Costs and Professional Fees

13.1 Your feedback is important to us. We seek to resolve your concerns quickly and effectively. If you have any feedback or questions about any legal services provided by us, please contact any member of our staff, or contact us via our website at www.legalvision.com.au.

13.2 If you have a dispute about our legal costs or professional fees, please discuss your concerns with us to give us the opportunity to resolve the issue promptly and without it adversely impacting on our business relationship.

13.3 If the issue is not resolved, you have the following avenues of redress:

- (a) apply to the Manager, Costs Assessment located at the Supreme Court of NSW for an assessment of our costs and fees. An application must be made within 12 months after the bill was provided or request for payment made or after the costs or fees were paid;
- (b) apply to the Costs Assessor to set aside some or all of these Terms on the grounds they are not fair or reasonable;
- (c) ask the President of the Law Society or the Legal Services Commissioner for mediation if the amount in dispute is less than \$10,000; or
- (d) make a complaint to the NSW Legal Services Commissioner within 30 days of the costs or fees becoming payable, or if an itemised bill was requested, within 30 days of it being provided to you.

14. Confidentiality

14.1 At all times we will seek to maintain the confidentiality of your confidential information.

14.2 We may, on a confidential basis, provide your information to third parties where we consider it

is appropriate for the proper conduct of your matter, where permitted or required by law to do so, or where such information is no longer confidential.

- 14.3 You must keep the terms of our engagement (including these Terms) confidential, including our rates and fees.

15. Documents

- 15.1 We own the copyright in any legal advice and documents we create for you (“Documents”). We give you a perpetual licence to use those Documents for your own personal or business purposes (subject to this clause and clause 15.2). You cannot share them with others for commercial gain, resell them, or reuse them for a different purpose without our written permission (including by email).
- 15.2 If you cancel your membership during any trial or cooling-off period, your right to use the Documents ends immediately.
- 15.3 Where you provide us with your own documents, you give us permission to use and store those documents for the purpose of providing our legal services to you.
- 15.4 You always continue to own all rights in your documents that you share with us.
- 15.5 If you ask us to collate or retrieve your files, we will charge you for the time it takes us to do so at our hourly rates. We will let you know the applicable rates before we begin.
- 15.6 Unless we agree otherwise or the law requires something different, we will hold your documents for 7 years after we complete your legal services.

16. Responsibility

- 16.1 Unless otherwise stated in these Terms:
- (a) if you have engaged us to create legal documents, we are not engaged to and will not provide legal advice, unless you have also engaged us to provide legal advice;
 - (b) we will not independently verify the accuracy of information and documents you provide to us;
 - (c) we are not responsible for informing you of changes in the law, regulations or

interpretations after we have provided the agreed legal services;

- (d) our legal services are only meant for you in the context of your instructions to us. We are not responsible for any other use of our legal services. You must not give our work to anyone else, unless we agree first;
- (e) we are lawyers and you should only rely on us for legal advice in the context of our agreed Scope of Work; and
- (f) we are not responsible for any changes that you make to our advice or documents, or your failure to follow our advice.

17. Your Obligations

- 17.1 At all relevant times, you warrant that:
- (a) you are properly authorised to engage us and instruct us on behalf of any company, partnership, trust or other entity that you say that you represent;
 - (b) there are no legal restrictions preventing you from agreeing to these Terms;
 - (c) the information you provide to us is true, correct and complete;
 - (d) you will not infringe any third-party rights in working with us and receiving the relevant legal services;
 - (e) you are responsible for obtaining any consents, licences and permissions from other parties necessary for the relevant legal services to be provided, at your cost, and for providing us with the necessary consents, licences and permissions; and
 - (f) you are not the subject of any criminal proceedings and you must immediately notify us in writing if you become the subject of any criminal proceedings.
- 17.2 You acknowledge and agree that:
- (a) any of your ‘unrestricted users’ of our client portal, ‘PRISM’, will have the ability to view all legal requests, and have the power to grant or revoke access to other users of PRISM;
 - (b) any of your users of PRISM have authority to instruct us; and

- (c) it is your responsibility to manage the individuals who have access to PRISM.

18. Exclusions

- 18.1 Nothing in these Terms is intended or operates to limit or exclude your rights and remedies, or our obligations and liabilities, under the Australian Consumer Law.

Our liability is limited by a scheme approved under Professional Standards Legislation.

- 18.2 To the extent permitted by law:
 - (a) we may refuse to provide legal services to you where we consider we do not have the requisite expertise or jurisdictional qualifications in relation to the matter, where the matter gives rise to a real or potential legal or commercial conflict, or where we consider we are not professionally, ethically or lawfully able to assist you in relation to the matter;
 - (b) neither party will be liable to the other party for any consequential loss, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise - but for the avoidance of doubt, it does not include any fees due and payable to us under these Terms;
 - (c) a party's liability to the other party under or in connection with these Terms will be reduced to the extent the relevant liability was caused or contributed to by: (1) the acts or omissions of the other party or their personnel (including their failure to take reasonable steps to mitigate the liability); or (2) any event or circumstance beyond the liable party's reasonable control; and
 - (d) except for any claim, liability or loss limited by the Professional Standards Legislation, each party's maximum aggregate liability for any claim, liability or loss arising from or in connection with these Terms (whether in contract, tort (including negligence), equity or otherwise) will be limited to \$10 million.

- 18.3 You further acknowledge and agree that:

- (a) we are business lawyers in Australia. The scope of our legal services is set out on our website (www.legalvision.com.au). We do not provide legal advice on the law of other countries or in any legal areas outside of the areas set out on our website. However, we may work with qualified third parties to provide you with access to foreign legal assistance where required. To the extent we offer guidance on legislation, contractual documentation or other matters that are subject to or governed by a legal jurisdiction outside of Australia, such guidance is of a high level and commercial nature only, and should not be treated as legal advice; and
- (b) where you have engaged us to conduct a written contract review, you acknowledge and agree that:
 - (i) our review is not intended to set out or address all legal and commercial risks associated with your contract;
 - (ii) our review is not intended to be a substitute for you reading the contract; and
 - (iii) the scope of our review is limited to us identifying those items that we consider to be the key legal risks associated with your contract.

- 18.4 This clause 18 will survive the expiry or termination of these Terms.

19. Related Entity Claims

- 19.1 You agree that our legal services under these Terms are provided solely for your benefit, and may not be accessed or relied upon by any third party without our prior written consent. You agree to notify us in writing before permitting any individual or entity to access or rely upon the legal services we provide under these Terms.
- 19.2 We may, in our sole and reasonable discretion, agree to provide legal services under these Terms to a third party related to you, including a 'related body corporate' (as defined in the *Corporations Act 2001* (Cth)) ("**Related Entity**"). To the extent we provide legal services to a Related Entity under these Terms, and that Related Entity is not a

signatory to these Terms, you acknowledge and agree that, to the extent the Related Entity has any claim, liability or loss against us arising from or connected with these Terms (“**Claim**”):

- (a) we will not be liable for any such Claim unless we have agreed to provide those legal services to the Related Entity in writing;
- (b) you are responsible for enforcing the Claim for and on behalf of the Related Entity, and for this purpose, the loss or liability the subject of the Claim will be taken to be your loss or liability;
- (c) you must ensure that the Claim is only brought by you and not the Related Entity;
- (d) as between you and the Related Entity, we will not be liable to more than one party for the same events or circumstances giving rise to the Claim;
- (e) to the maximum extent permitted by law, clause 18 will apply to limit or exclude our liability in respect of such Claim; and
- (f) you indemnify us in respect of any loss, cost, damage or expense that may be paid or payable by us in respect of a Claim to the extent that:
 - (i) the Related Entity accessed or relied upon the relevant legal services giving rise to the Claim other than in accordance with this clause 19;
 - (ii) it relates to the same event, circumstance or subject matter of a Claim already brought against us, whether by you or a Related Entity, and whether or not such Claim was successful; or
 - (iii) the Claim exceeds the amount that would have been payable by us under these Terms had the Claim been brought by you against us directly.

19.3 This clause 19 will survive the expiry or termination of these Terms.

20. Third-Party Advice and Services

20.1 If you ask us to engage a third party on your behalf, you will be advised of that engagement and the basis of the third party’s fees and charges,

and we are not responsible for those fees and charges.

20.2 On request by you, we may provide you with contact details of or refer you to third-party specialists. You may refuse any third-party service or referral. We make no representation or warranty about the third-party advice or provision of services. We disclaim all responsibility and liability for all losses, damages, expenses and costs that you or any person may suffer or incur due to the third-party advice or provision of services, or their failure to advise or provide services.

20.3 We may:

- (a) provide commissions or benefits to referral partners in exchange for them referring potential clients to us; and
- (b) receive commissions or benefits for the referral of potential clients to referral partners.

21. Termination

Termination by LegalVision for Cause

21.1 We may cease to act for you, cancel your membership, or refuse to provide you with further legal services if:

- (a) you materially breach these Terms or the law;
- (b) we consider (acting reasonably) that your use or usage of your membership or our services is unprofessional, or is not fair or reasonable; or
- (c) we consider (acting reasonably) that our relationship has broken down, you are not following our advice or instructions, or we otherwise consider it is no longer appropriate to act for you,

(each a “**Default**”), and such Default is either incapable of remedy or has not been remedied within 14 days of us notifying you of the Default.

Termination by You for Cause

21.2 You may terminate these Terms for cause, if we materially breach these Terms and the breach is either incapable of remedy or has not been remedied within 14 days of you notifying us of the breach.

Termination by You for Convenience

21.3 In addition to clause 21.2, you may otherwise terminate these Terms by providing written notice to us. For Membership Services, you must provide at least 1 month's prior written notice.

Payment Obligations on Termination

21.4 Subject to these Terms and your rights as a "consumer" under the Australian Consumer Law (if any), our professional fees are non-refundable.

21.5 If you terminate these Terms for cause under clause 21.2, you will only be required to pay our professional fees, disbursements and expenses in providing the services to you up to the date of termination.

21.6 If prior to the expiry of the then-current Membership Term:

- (a) we terminate these Terms for cause under clause 21.1; or
- (b) you terminate these Terms under clause 21.3, then you remain liable for the following amounts (which is a debt immediately due and payable to us on the date of termination):
 - (c) any disbursements and expenses we have incurred on your behalf;
 - (d) the remainder of the Membership Fees for the remainder of that Membership Term (including unpaid Membership Fees already invoiced); and
 - (e) an amount equal to the value of any fee discounts provided by us to you during that Membership Term as a result of you being a member (for example, any discounts to our fixed fees or hourly rates).

21.7 You acknowledge and agree that the amounts described in clause 21.6 represent our genuine pre-estimate of loss in delivering affordable subscription legal services to you in reliance on your commitment to the Membership Term, including the need for us to retain sufficient levels and specialty of staffing to provide subscription legal services to you on an on-demand delivery model basis, which we reasonably expected to recover by the end of the Membership Term.

22. WHS Advisory Service

22.1 Where you have purchased our workplace health and safety advisory service ("**WHS Advisory Service**"), you acknowledge and agree that:

- (a) the WHS Advisory Service is designed to assist businesses and officers in complying with their workplace health and safety ("**WHS**") law obligations, through providing a legal compliance framework and associated training and advice;
- (b) we do not provide on-site inspections and cannot advise on specific WHS risks in your workplace or workplace activities;
- (c) we do not prepare, review or sign off on manual safety procedures including safe work method statements, safe operating procedures, job safety analyses or other operational procedures; and
- (d) to the maximum extent permitted by law, and without limiting any rights you may have as a "consumer" under the Australian Consumer Law, we will not be liable for any loss or damage that you, your business or any of your employees, contractors or agents may suffer or incur as a result of, or in connection with, any WHS incidents in your workplace or otherwise.

23. Anti-Money Laundering and Counter-Terrorism Financing Act Compliance

23.1 We have obligations under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) ("**AML Act**"). As part of our processes for ensuring compliance with the AML Act, we may need to conduct customer due diligence ("**CDD**") on you. We use a third-party provider to assist in completing CDD and our compliance with the AML Act.

23.2 To assist us, you agree to aid our compliance with our obligations under the AML Act by facilitating CDD or any other enquiries we and our service providers need to make. You acknowledge that, prior to completion of CDD, we may refuse to act for you, deliver services to you or accept payment for services rendered. Nothing in this clause 23 affects our entitlement to payment for services rendered under these Terms.

24. Privacy

24.1 We are committed to protecting your personal information in accordance with our legal obligations and our Privacy Policy (which is available here: <https://legalvision.com.au/privacy-policy/>).

25. GST

25.1 Where applicable, GST is payable on our professional fees and expenses and will be clearly shown on our tax invoices. By accepting these Terms, you agree to pay us an amount equivalent to the GST imposed on these charges.

26. Assignment

26.1 Without limiting our right to assign any debt under these Terms to a third party, a Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party.

27. Severance

27.1 If any provision (or part of it) of these Terms is held to be unenforceable, invalid or unlawful in any jurisdiction, then the provision (or relevant part) must be:

- (a) to the extent possible, read down and construed so as to avoid the unenforceability, invalidity or illegality; or
- (b) severed from these Terms,

and the remaining provisions (and remaining part of the provision) of these Terms are valid and enforceable.

28. Jurisdiction & Governing Law

28.1 These Terms are governed and construed in accordance with the laws of New South Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New South Wales.

29. Non-Solicitation

29.1 For:

- (a) in the case of Membership Services, the duration of the Membership Term; or
- (b) in the case of non-Membership Services, until your Scope of Work is completed,

and for a period of 12 months after, you must not, without our prior written consent, directly or

indirectly solicit, entice, or induce any of our employees, contractors, or consultants to leave our employment or engagement with us. This clause will survive the termination or expiry of these Terms.

30. More Information

30.1 For more information about your rights, please contact your local law society or law institute.

As at 14 April 2026

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