

ON DEMAND SERVICES

Terms and Conditions

1. Definitions and Interpretation

In these Terms and Conditions, the following definitions apply:

- (a) **Agreement** means these Terms and Conditions and any specific terms included in a Service Request (but in any case does not include a costs agreement you enter into with Gild Legal in conjunction with an engagement letter or in relation to Legal Services which are not On-Demand Services);
- (b) **Disbursements** means any expenses and costs incurred by us in connection with the provision of the Services;
- (c) **Fee** means the fee specified by Gild Legal for the provision of the Services or as otherwise notified to you;
- (d) **Gild Legal (us, our, we)** means Gild Legal Pty Ltd ACN 653 931 705;
- (e) **GST** has the meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999 (Cth)
- (f) **LPA** means Legal Profession Act 2007 (Qld);
- (g) **Legal Services** takes its meaning from the LPA, being work done or business transacted in the ordinary course of legal practice, including (but not limited to) the Legal Services identified in a Service Request;
- (h) **On-Demand Services** means:
 - (i) any Legal Services proposed to be provided by Gild Legal which are designated, specified or advertised by Gild Legal as "On-Demand Services"; and
 - (ii) in any case, any Legal Services proposed to be provided by Gild Legal where the total Fee payable by you will not exceed \$1,500 including GST;
- (i) **Service Request** means a request made for the provision of On-Demand Services by any means whatsoever (including but not limited to a request made by telephone call, email or facsimile to Gild Legal or by submission of an Order Form);
- (j) **Order Form** means an order form produced and made available by Gild Legal to assist with the making of a Service Request;
- (k) **Services** means the On-Demand Services that Gild Legal proposes to provide or does provide under the Service Request; and
- (l) **you or your** means the person or organisation making the Service Request.

2. Service

- (a) You have engaged Gild Legal to provide the Services for the Fee.
- (b) You agree to pay Gild Legal the Fee.

- (c) You agree that all invoices will be provided electronically unless you expressly request a hard copy invoice.
- (d) You accept this Agreement by making the Service Request or by instructing or continuing to instruct Gild Legal to provide the Services.

3. Disbursements

- (a) You agree to pay all of Gild Legal's Disbursements.
- (b) Gild Legal may incur GST-free costs or non-GST-free costs as your agent. To the extent any Disbursements are incurred by us, we will give you a tax invoice from the relevant supplier, so you can claim any input tax credits.

4. Payments

- (a) We will issue you with a tax invoice upon substantive completion of the Services.
- (b) Where the Service Request is made via the submission of an Order Form, you authorise us to immediately charge any credit card details you have provided in respect of the Services.
- (c) If an unpaid invoice is issued, you agree to pay that tax invoice in full within seven days of the date of issue.
- (d) We reserve the right to charge interest on overdue accounts at the rate equal to the Cash Rate Target set by the Reserve Bank of Australia (as at the date on the tax invoice) plus 3.5%.
- (e) You authorise Gild Legal to pay the Fee and Disbursements from money held in trust on your behalf if Gild Legal notifies you in writing that trust money will be transferred from trust to pay the account.

5. Your Rights

- (a) You have the right to:
 - (i) negotiate this Agreement with Gild Legal;
 - (ii) receive a bill of costs from Gild Legal;
 - (iii) request an itemised bill of costs after you receive a lump sum bill from Gild Legal;
 - (iv) request written reports about the progress of your matter and the costs incurred in your matter;
 - (v) apply for costs to be assessed within 12 months if you are unhappy with Gild Legal's costs;
 - (vi) apply for this Agreement to be set aside;
 - (vii) accept or reject any offer Gild Legal makes for an interstate costs law to apply to your matter; and
 - (viii) notify Gild Legal that you require an interstate costs law to apply to your matter.
- (b) For more information about your rights, please read the fact sheet titled *Legal Costs – Your Right to Know*. You

can ask Gild Legal for a copy, or obtain it from the Queensland Law Society or download it from their website.

(b) You acknowledge that you are advised, and have had the opportunity, to seek independent advice about this Agreement.

6. Multiple Clients

- (a) When acting for more than one person in providing any Legal Services, Gild Legal acts in the best interests of each person. If that becomes impracticable or impossible, Gild Legal will advise each person to seek separate advice.
- (b) At our discretion, any instructions we receive from one of you may be taken to be instructions from all of you.
- (c) If advice is provided to one person, and that advice applies equally to the other person or persons, Gild Legal may provide that advice to the other person or persons.
- (d) All persons are jointly and severally responsible for Gild Legal's Fee and Disbursements.

7. Termination

- (a) You may terminate this Agreement at any time by giving written notice to us however you remain liable for the Fees and Disbursements incurred up until that time, as determined by us acting reasonably.
- (b) If you do not pay monies in accordance with this Agreement or fail to provide funds or payment details when requested, we may suspend work and/or cease acting for you.
- (c) We may terminate this document by giving at least seven days' written notice to you for any reason.
- (d) We may retain possession of your file until all outstanding balances in respect of the Fee and Disbursements have been paid.

8. Australian Advice Only

Gild Legal is only responsible for the legal advice Gild Legal gives about Australian laws and regulations.

9. Qualified Advice

- (a) If the advice given by Gild Legal to you is based on assumptions, qualifications or both, those assumptions and qualifications will be set out in the advice.
- (b) Once the advice is given, Gild Legal is not liable for any part of the advice that is then found to be incorrect due to a later change in events, further information being given, further assumptions being made or assumptions on which the advice was based proving incorrect.

10. Reliance on Advice

- (a) Gild Legal's advice is given exclusively to you.
- (b) Gild Legal is not responsible to anyone else, whether in negligence or otherwise, for any loss suffered by them as a result of them relying on Gild Legal's advice to you.

11. Acknowledgement

- (a) You acknowledge that this document is an offer to enter into a costs agreement under the LPA.

12. Limitation of Liability

- (a) To the extent permitted by law, if Gild Legal are liable to pay damages to you and if you or any other person (including other advisers to you) have contributed to the loss you suffered, the damages payable by Gild Legal shall not exceed the amount that would ultimately be payable by Gild Legal if:
 - (i) the damages payable by Gild Legal were reduced by the amount that they would be if legislation providing for apportionment of damages in the case of contributory negligence applied to your claim;
 - (ii) no exemption or limitation of liability applies to that person; and
 - (iii) you joined every person who was liable to pay you damages in respect of your loss, Gild Legal obtained an order for contribution against each of them and they paid you the full amount of their contribution.
- (b) Subject to clause 12(c), you agree that Gild Legal's liability for any loss or damage you may suffer in connection with the provision of Legal Services (however caused, including by Gild Legal's negligence) is capped at \$1.5 million. This cap applies to any single or cumulative claims by you in respect of Legal Services, and you agree Gild Legal may plead this limitation of liability in defence to any claims you may bring against Gild Legal for any such loss or damage.
- (c) The *Competition and Consumer Act 2010* (Cth) (CCA) provides that there are certain non-excludable guarantees in relation to supply of services to consumers. However, in certain circumstances, the CCA permits suppliers of services to limit their liability for failing to meet such a guarantee by supplying the services again, or paying the cost of having the services supplied again.
- (d) Clause 12(c) only applies to guarantees under the CCA and does not affect your ability to make a claim against Gild Legal for breach of contract or negligence, in which case the limitation in clause 12(b).
- (e) For the purposes of this clause 12:
 - (i) 'you' includes any person to whom Gild Legal is liable to pay damages; and
 - (ii) 'damages' includes any similar liability (such as an obligation to pay compensation).

13. Retention of Records

- (a) Subject to this clause, documents relating to the Services to which you are entitled will be retained by Gild Legal for seven years after this engagement ends, unless you instruct us to deliver them to you or someone else. After that time, the documents will be destroyed.
- (b) Once the Services are provided, unless otherwise agreed Gild Legal will return to you any original documentation Gild Legal may have received from you during the engagement.

- (c) Trust records will be kept for a period of seven years. Documents such as Wills and Powers of Attorney will be retained in safe custody for 100 years, subject to any direction from you otherwise.
- (d) You acknowledge and agree that:
 - (i) if you want a hard copy of the file, you have 30 days after the date of Gild Legal's final account to request in writing that Gild Legal give you a copy. Gild Legal will provide a hard copy of your file containing documents to which you are entitled, at no charge;
 - (ii) if you do not make a written request, Gild Legal will convert the file from a hard copy to an electronic format for storage and retention purposes. Gild Legal will then destroy the hard copy of the file; and
 - (iii) Gild Legal will retain the electronic copy of the file during the seven year period mentioned above. If at any time during that period you require access to and a copy of the file, Gild Legal will provide you with an electronic copy. Gild Legal are not obliged to print a hard copy of an electronic copy of the file for provision to you. If you want a hard copy of the electronic file, you will pay Gild Legal's reasonable photocopying costs to do so. Gild Legal will advise you in writing of the expected copying costs to be incurred.

14. Privacy Collection Statement

- (a) Gild Legal may collect, use and disclose personal information about you.
- (b) Gild Legal uses and discloses personal information collected about you for the purposes of providing the Services to you, facilitating internal business operations (including the fulfilment of any legal and regulatory requirements) and giving you other information that may be of interest to you.
- (c) Gild Legal may also disclose your personal information to its related entities, affiliated organisations, service providers and other agencies (Providers) who assist Gild Legal in providing the Services to you.
- (d) Some providers may be based overseas or use overseas infrastructure (in countries including United States of America, New Zealand, South Africa, India, Hong Kong, Singapore, United Kingdom, Bangladesh, Argentina and Philippines). If personal information given to use is incomplete or inaccurate, it may delay Gild Legal's internal business operations and Gild Legal may not be able to effectively work with you or perform the Services.
- (e) Unless you specifically request us not to, if we receive any instructions or information from an intermediary on your behalf (for example, including but not limited to, your accountant, financial adviser or risk adviser), we may provide your personal information to that intermediary as your agent.
- (f) You (and any client who you represent) consent to the appointment of Gild Legal and its Providers to act as agent in relation to any company registration process we

are instructed to assist with, including the correction of any errors.

- (g) Unless you specifically request us not to, you should assume that all telephone calls, virtual meetings and any in person meetings will be recorded as a digital file and often transcribed into a Word document for quality, compliance and training purposes.
- (h) Gild Legal's privacy policy has detailed information on how:
 - (i) Gild Legal uses, discloses and secures your personal information;
 - (ii) You access and seek correction of your personal information;
 - (iii) You complain about privacy related matters; and
 - (iv) Gild Legal responds to complaints.
- (i) You may obtain a copy of Gild Legal's privacy policy from Gild Legal's website or by sending an email to legal@theildgroup.com.au.

15. Ownership and Use of Work

- (a) Advice and documentation prepared by Gild Legal in relation to a specific transaction must not, without Gild Legal's prior written consent, be used or relied on by:
 - (i) you in relation to any other matter or transaction; or
 - (ii) any other person or entity.
- (b) Gild Legal has and retains ownership of, and copyright in, all advices and other documents prepared in the course of Gild Legal's engagement other than documents prepared by external consultants or contractors.
- (c) You may use such advices and documents prepared in relation to the work for which they were prepared but must not, without Gild Legal's prior written consent:
 - (d) reproduce or use them in relation to any other transaction or matter; or
 - (e) provide them to any other person or entity.
 - (f) Gild Legal is not responsible to you or any other party for any loss incurred in connection with changes made to a document that Gild Legal provides to you unless Gild Legal have specifically approved those changes.

16. Promotional Material

You authorise Gild Legal to disclose that Gild Legal acts for you in Gild Legal's promotional material.

17. Problems or Complaints

- (a) If you are dissatisfied with the provision of the Services or wish to discuss the Fee please contact Mark Lewis on (07) 3153 6608 or at mark.lewis@theildgroup.com.au.
- (b) If you are still not satisfied with the way the problem has been addressed, you may contact the Queensland Law Society on (07) 3842 5842 or GPO Box 1785, Brisbane, Queensland 4001.

18. General

- (a) This Agreement is governed by the laws of Queensland.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.
- (c) A clause or part of a clause of the Agreement that is illegal or unenforceable may be severed from the Agreement and the remaining clauses or parts of the clause continue in force.

1.1 Delivery method

A notice or communication is given as follows:

Delivery Method	Duly Received
Personal delivery	When it is personally delivered.
Sent by registered post or express post	On the 3rd Business Day after posting by registered post. On the next Business Day after posting by express post.

Courier	On the day that the courier records delivery of any notice sent by courier.
Transmission by email	On the day of transmission by email.

19. Consent

You consent to receiving and executing this Costs Agreement electronically.

20. General

- (a) This Costs Agreement is governed by the laws of Queensland.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.
- (c) A clause or part of a clause of the Costs Agreement that is illegal or unenforceable may be severed from the Costs Agreement and the remaining clauses or parts of the clause continue in force.