

1. Definitions

- 1.1 "LA" shall mean Lonsdale Accountants Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Lonsdale Accountants Pty Ltd .
- 1.2 "Client" shall mean the Client or any person acting on behalf of and with the authority of the Client.
- 1.3 "Guarantor" means that person (or persons) who agrees to be liable for the debts of the Client on a principal debtor basis.
- 1.4 "Services" shall mean all services (including any incidental supply of goods (inclusive of software)) supplied by LA to the Client and includes any advice or recommendations.
- 1.5 "Price" shall mean the cost of the Services as agreed between LA and the Client subject to clause 4 of this contract.

2. Acceptance

- 2.1 Any instructions received by LA from the Client for the supply of Services and/or the Client's acceptance of Services supplied by LA shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Where more than one Client has entered into this agreement, the Client's shall be jointly and severally liable for all payments of the Price.
- 2.3 Upon acceptance of these terms and conditions by the Client the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of LA.
- 2.4 The Client shall give LA not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client or any change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice). The Client shall be liable for any loss incurred by LA as a result of the Client's failure to comply with this clause.
- 2.5 None of LA's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of LA in writing nor is LA bound by any such unauthorised statements.
- 2.6 On completion of any Services LA will retain any documents for a period of seven (7) years after which the documents will be destroyed unless otherwise requested by the Client.
- 2.7 These terms and conditions are meant to be read in conjunction with LA's letter of engagement, financial services guide, or cost disclosure documentation (each where applicable), or any other documentation provided by LA to the Client. If there are any inconsistencies between any such documents and the terms and conditions herein then the terms and conditions contained in this document shall prevail.

3. Services

- 3.1 The Services shall be as described in the letter of engagement provided by LA to the Client.
- 3.2 These terms and conditions are to be read in conjunction with LA's letter of engagement. If there are any inconsistencies between the two documents then the terms and conditions contained in this document shall prevail.

4. Price And Payment

Partner	\$450 - \$500
Manager	\$275 - \$350
Supervisor	\$225
Senior Accountant	\$200
Intermediate Accountant	\$160 - \$175
Graduate Accountant	\$100 - \$140
Administrative	\$100

All hour rates are subject to additional GST

- 4.1 At LA's sole discretion:
 - (a) the Price shall be as indicated on invoices provided by LA to the Client in respect of Services supplied; or
 - (b) the Price of the Services shall (subject to clause 4.2) be LA's quoted Price which shall be binding upon LA provided that the Client shall accept in writing LA's quotation within thirty (30) days.
- 4.2 LA reserves the right to change the Price in the event of a variation to LA's quotation.
- 4.3 At LA's sole discretion:
 - (a) a non-refundable deposit may be required; or
 - (b) payment shall be due on delivery of the Services; or
 - (c) payment shall be due before delivery of the Services; or
 - (d) payment for approved Clients shall be made by instalments in accordance with LA's payment schedule; or
 - (e) payment for approved Client's shall be due on fourteen (14) days following the end of the month in which a statement is posted to the Client's address or address for notices.
- 4.4 Time for payment for the Services shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice.
- 4.5 Payment will be made by cash on delivery, or by cheque, or by bank cheque, or by credit card (plus a surcharge of up to two percent (2%) of the Price), or by direct credit, or by any other method as agreed to between the Client and LA.

Lonsdale Accountants Pty Ltd – Terms & Conditions of Trade

- 4.6 LA reserves the right not to lodge tax returns (where applicable) until such time as payment for the preparation of the same has been received in full except where it is expressly agreed between the parties in writing that LA may deduct from a tax refund (prior to forwarding the balance to the Client) any monies due to LA for the preparation of the tax return.
- 4.7 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

5. Delivery Of Services

- 5.1 At LA's sole discretion delivery of the Services shall take place when:
- (a) the Client avails themselves of the Services at LA's address; or
 - (b) the Client avails themselves of the Services at the Client's nominated address (in the event that the Services are delivered by LA or LA's nominated carrier);.
- 5.2 At LA's sole discretion the costs of delivery are:
- (a) included in the Price; or
 - (b) in addition to the Price; or
 - (c) for the Client's account.
- 5.3 The Client shall make all arrangements necessary to take delivery of the Services whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Services as arranged then LA shall be entitled to charge a reasonable fee for redelivery.
- 5.4 Delivery of the Services to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this agreement.
- 5.5 The failure of LA to deliver shall not entitle either party to treat this contract as repudiated.
- 5.6 LA shall not be liable for any loss or damage whatever due to failure by LA to deliver the Services (or any of them) promptly or at all, where due to circumstances beyond the control of LA.

6. Risk

- 6.1 All risk for the Services passes to the Client on delivery.

7. Confidential / Intellectual Property

- 7.1 Where LA has developed software, spreadsheets, training materials, databases, proposals ,tender documents and other electronic tools ("tools") in providing the Services for the Client, then the copyright in those software, spreadsheets, training materials, databases, proposals ,tender documents and other electronic tools shall remain vested in LA, and shall only be used by the Client at LA's discretion.
- 7.2 The Client warrants that any software, spreadsheets, databases, electronic tools or instructions to LA will not cause LA to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify LA against any action taken by a third party against LA in respect of any such infringement.
- 7.3 Exceptions to clause 6.1 and clause 6.2 are disclosures to legal advisers, disclosures required by law, and disclosures necessary for the proper performance of the Services.
- 7.4 Any tools developed specifically for the Client will be covered under a separate engagement letter.

8. Errors and Omissions

- 8.1 The Client shall inspect the Services on delivery and shall within seven (7) days of delivery (time being of the essence) notify LA of any alleged defect, shortage in quantity, errors, omissions or failure to comply with the description or quote. The Client shall afford LA an opportunity to inspect the Services within a reasonable time following delivery if the Client believes the Services are defective in any way. If the Client shall fail to comply with these provisions, the Services shall be conclusively presumed to be in accordance with the terms and conditions and free from any errors or omissions.
- 8.2 For defective Services, which LA has agreed in writing that the Client is entitled to reject, LA's liability is limited to either (at LA's discretion) replacing the Services or repairing the Services, except where the Client has acquired Services as a consumer within the meaning of the Competition and Consumer Act 2010 (CWLth) or the Fair Trading Acts of the relevant state or territories of Australia, and is therefore also entitled to, at the consumer's discretion either a refund of the purchase price of the Services, or repair of the Services, or replacement of the Services.

9. The Commonwealth Competition and Consumer Act 2010 ("CCA") and Fair Trading Acts ("FTA")

- 9.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the CCA or the FTA in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by those Acts where applicable.
- 9.2 Where the Client buys Services as a consumer these terms and conditions shall be subject to any laws or legislation governing the rights of consumers and shall not affect the consumer's statutory rights.

10. Default & Consequences Of Default

- 10.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month (and at LA's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

Lonsdale Accountants Pty Ltd – Terms & Conditions of Trade

- 10.2 In the event that the Client's payment is dishonoured for any reason the Client shall be liable for any dishonour fees incurred by LA.
- 10.3 If the Client defaults in payment of any invoice when due, the Client shall indemnify LA from and against all costs and disbursements incurred by LA in pursuing the debt including legal costs on a solicitor and own client basis and LA's collection agency costs.
- 10.4 Without prejudice to any other remedies LA may have, if at any time the Client is in breach of any obligation (including those relating to payment), LA may suspend or terminate the supply of Services to the Client and any of its other obligations under the terms and conditions. LA will not be liable to the Client for any loss or damage the Client suffers because LA exercised its rights under this clause.
- 10.5 If any account remains overdue after thirty (30) days then an amount of the greater of \$20.00 or 10.00% of the amount overdue (up to a maximum of \$200) shall be levied for administration fees which sum shall become immediately due and payable.
- 10.6 Without prejudice to LA's other remedies at law LA shall be entitled to cancel all or any part of any order of the Client which remains unperformed and all amounts owing to LA shall, whether or not due for payment, become immediately payable in the event that:
- (a) any money payable to LA becomes overdue, or in LA's opinion the Client will be unable to meet its payments as they fall due; or
 - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

11. Security And Charge

- 11.1 Despite anything to the contrary contained herein or any other rights which LA may have howsoever:
- (a) where the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to LA or LA's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Client and/or the Guarantor acknowledge and agree that LA (or LA's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
 - (b) should LA elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify LA from and against all LA's costs and disbursements including legal costs on a solicitor and own client basis.
 - (c) the Client and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint LA or LA's nominee as the Client's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 11.1.

12. Cancellation

- 12.1 LA may cancel these terms and conditions or cancel delivery of Services at any time before the Services are delivered by giving written notice. LA shall not be liable for any loss or damage whatever arising from such cancellation.
- 12.2 In the event that the Client cancels delivery of the Services the Client shall be liable for any costs incurred by LA up to the time of cancellation.

13. Privacy Act 1988

- 13.1 The Client and/or the Guarantor/s (herein referred to as the Client) agree for LA to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by LA.
- 13.2 The Client agrees that LA may exchange information about the Client with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- (a) to assess an application by the Client; and/or
 - (b) to notify other credit providers of a default by the Client; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
 - (d) to assess the creditworthiness of the Client.
- The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.
- 13.3 The Client consents to LA being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 13.4 The Client agrees that personal credit information provided may be used and retained by LA for the following purposes (and for other purposes as shall be agreed between the Client and LA or required by law from time to time):
- (a) the provision of Services; and/or
 - (b) the marketing of Services by LA, its agents or distributors; and/or
 - (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Services; and/or

Lonsdale Accountants Pty Ltd – Terms & Conditions of Trade

- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
- (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Services.
- 13.5 LA may give information about the Client to a credit reporting agency for the following purposes:
- (a) to obtain a consumer credit report about the Client;
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
- 13.6 The information given to the credit reporting agency may include:
- (a) personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
- (b) details concerning the Client's application for credit or commercial credit and the amount requested;
- (c) advice that LA is a current credit provider to the Client;
- (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
- (e) that the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
- (f) information that, in the opinion of LA, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations);
- (g) advice that cheques drawn by the Client for one hundred dollars (\$100) or more, have been dishonoured more than once;
- (h) that credit provided to the Client by LA has been paid or otherwise discharged.
- 13.7 LA undertakes to maintain strict confidentiality over the Financial Statements and records in LA's possession (including diary notes, working papers etc), which must not be delivered to any other person without the prior consent of the Client excepting by process of law.
- 14. Lien**
- 14.1 Where the Client has left any of the Client's documentation with LA for LA to provide any Services in relation to that documentation and LA has not received or been tendered the whole of the Price, or the payment has been dishonoured, LA shall have:
- (a) a lien on the documentation; and
- (b) the right to retain the documentation whilst LA is in possession of the documentation until such time as payment has been made in full; and
- (c) the lien of LA shall continue despite the commencement of proceedings, or judgment for the Price having been obtained; and
- (d) LA shall be under no obligation to release the documentation to the Client if the Client is in default of payment except as may be required by any law or statute.
- 15. Liability Limitations**
- 15.1 The liability limitations of LA, its partners, associates, and employees shall be as detailed in the Institute of Chartered Accountants in Australia (Victoria) Scheme approved under the Professional Standards Act 2003 (VIC).
- 15.2 The Client agrees to indemnify LA, its partners, associates, employees and any other person who may be sought to be made liable in excess of the limit of liability described in clause 15.1 & 15.2 in respect of any activity arising from or connected with these terms in respect of any claim of whatever kind, including negligence, that may be made by any person and any costs and expenses that may be incurred by LA.
- 15.3 LA shall be under no liability whatever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by LA of these terms and conditions.
- 16. General**
- 16.1 If any provision of these terms and conditions shall be invalid, void or illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 16.2 All Services supplied by LA are subject to the laws of Victoria and LA takes no responsibility for changes in the law which affect the Services supplied.
- 16.3 The Client shall not set off against the Price amounts due from LA.
- 16.4 LA may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 16.5 LA reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which LA notifies the Client of such change. Except where LA supplies further Services to the Client and the Client accepts such Services, the Client shall be under no obligation to accept such changes.
- 16.6 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 16.7 The failure by LA to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect LA's right to subsequently enforce that provision.

I, (client name), hereby accept the terms and conditions of trade with Lonsdale Accountants Pty Ltd .

Initial: _____

©Copyright - EC Credit Control 1999 - 2011

Client Signature

____/____/____
Date

Initial: _____