

AGREEMENT FOR SUPPLY OF PROFESSIONAL SERVICES

This is an agreement between us, *Scott Associates Pty Ltd ABN 80 072 658 372*, and you – which sets out the terms upon which we and you agree that we will supply our professional services to you.

SUPPLY TERMS

1. **Supply of our services:** We will do an item of work for you after we receive your instructions to do, and after we agree to do that item of work.
2. **Calculation of Invoice Amounts:** You acknowledge and agree to pay to us the following –
 - (a) our fees of undertaking an item of work for you, which will be calculated in accordance our Schedule of Fees as applicable at the date on which you instruct us to undertake that item of work. We will give you a copy of our current Schedule of Fees upon request, and
 - (b) a sum equal to the expenses we pay or become liable to pay to third parties on your behalf and in the course of doing your work; and
 - (c) our office expenses, which will be calculated in accordance our Schedule of Office Expenses as applicable at the date on which you instruct us to undertake the item of work to which the office expenses relate. We will give you a copy of our current Schedule of Office Expenses upon request, and
 - (d) GST on the GST exclusive amounts payable pursuant to paragraphs (a) to (c) above.
3. **Who will perform the work for you:** You acknowledge and agree that your work will be performed by one or more of our partners, employees or contractors (as applicable) at our discretion according to their availability and the degree of responsibility and skill required for the performance of the item of work.

PAYMENT TERMS

4. **When we will issue invoices:** We will generally issue an invoice to you upon completing an item of work for you, however, we reserve the right to issue invoices to you more or less frequently.
5. **When you must make payment:** You agree to pay our invoices within 14 days after their date of issue.
6. **Late payment charges and recovery costs:** If you do not make any payment to us by its due date, then you agree to –
 - (a) (*Interest*) pay interest to us –
 - (i) upon demand, which we can make at any time and from time to time,
 - (ii) on the outstanding balance from time to time of the payment, and
 - (iii) at the cash rate target specified by the Reserve Bank of Australia as at the end of the day on which the invoice is issued to you, plus 5 percentage points; and
 - (b) (*Administration fee*): pay to us on account of our time spent in recovering and attempting to recover the outstanding payment, an administration fee of \$25 (inclusive of GST) per month or part thereof during which any part or the whole of the payment remains outstanding;
 - (c) (*Recovery costs*): pay to us upon demand, which we can make at any time and from time to time, a sum equal to the costs incurred by us in recovering the outstanding payment, including without limitation –
 - (i) Our legal costs on a full indemnity basis; and
 - (ii) The commission and / or charges of our debt collection agent/s.
7. **Late payment – our additional rights:** You agree that if you do not make any payment to us by its due date, then -
 - (a) (*Notification of your default to credit reporting agency*) we can list information about your default with any credit reporting agency; and
 - (b) (*Our right to cease doing your work*) we may immediately cease doing any partially completed item/s of work for you. You agree to pay our final invoice for our charges up until the date on which we cease doing work for you, irrespective of whether the partially completed item/s of work can be used or relied upon by you; and
 - (c) (*Retention of your papers and documents*) for so long as you owe us money, we are entitled to retain possession of your papers and documents without providing access to inspect or copies to you or anyone on your behalf, irrespective of whether the money owed to us is in respect of work for or as a result of which the papers and documents were received or created.
8. **Application of your payments:** You agree that we can apply payments we receive from you in the following order and that any direction from you to the contrary shall not override this agreement: *firstly* - to payment of late payment charges (Clauses 6(a) & 6(b)); *secondly* - to payment of recovery costs (Clause 6(c)); *thirdly* - to payment of fees incurred by us in consequence of any of your cheque/s being dishonoured; and *fourthly* - to payment of our invoices on a last to be issued first to be paid basis.

THE PERSON/S WHO AGREES TO THIS AGREEMENT DO SO FOR THE COMPANY AND AS GUARANTOR/S

9. **Guarantee and acceptance of joint and several liability:** Where you are a company (irrespective of whether or not you are a trustee), then the person/s who accept these terms on behalf of the company (hereafter, the **guarantor**) –

- (a) Warrants that the guarantor is duly authorised to accept this Agreement for and on behalf of the company; and
- (b) Acknowledges and agrees that we will be undertaking work for the company at the guarantor's request; and
- (c) In consideration of us undertaking work for the company at the guarantor's request, and whether or not any of the person/s who comprise the guarantor is or are a director or other office holder of the company - hereby guarantees to us performance by the company of its obligations under this Agreement, including without limitation the obligation to make payment of our fees, disbursements, office expenses, GST, late payment interest, the late payment administration fee, legal costs, and debt collection agency commissions and charges (hereafter, **guarantee**); and
- (d) Acknowledges and agrees that this guarantee shall be a continuing guarantee, and without limitation that the guarantor's liability under this guarantee will not be released or otherwise reduced by any one or more of the following:
 - (i) The death or bankruptcy or the resignation of one or more of the person/s comprising the guarantor as an office holder (director, secretary, etc) or from a position of employment with the company; or
 - (ii) The company becoming insolvent or subject to the control or administration of an external person or body; or
 - (iii) The grant of any indulgence or concession by us to the company in respect of the company's obligations under this Agreement or any variation of any of this Agreement which may be agreed to between the company and us in the future, including where we do not give the guarantor prior notice of, or seek the guarantor's prior agreement to, the indulgence or concession or to the variation of this Agreement; and
- (e) As a separate and independent obligation – agree to be jointly and severally liable with the company for all payments which the company agrees to make to us under Agreement.

GENERAL TERMS

10. Information you supply: You acknowledge that the quality of the work we do for you depends upon the accuracy of the information which you give to us, whether at our request or otherwise, and you agree that we will not be liable to you for any loss, expense or damage which you suffer in consequence of us relying upon the information you give to us in performing your work.

11. Limitation of Liability:

- (a) To the fullest extent permissible by law, any term, condition, or warranty which would but for this provision be an implied term, condition or warranty of this Agreement is hereby excluded.
- (b) You agree that our liability to you for any breach of this Agreement or negligence in doing our work for you is limited, at our option, to us doing the work for you again, to paying the cost of having the work done for you again, or to a refund to you of the payments made by you to us for doing that work.

12. Termination: Either party, not being in default, may terminate this Agreement by giving notice of termination in writing to the other party at any time. A notice of termination given by you will not operate to terminate this Agreement until after you have paid for all of the work we have performed for you under this Agreement up until the time that you give the notice of termination.

13. Obligations are joint and several:

- (a) Where an obligation in this Agreement is owed by two or more persons, that obligation is owed by them jointly and severally.
- (b) Where two or more persons are owed an obligation under this Agreement, that obligation may be enforced by any of those persons for the benefit of any or all of them.

14. Jurisdiction: This Agreement is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

15. General Interpretation Provisions: In the interpretation of this Agreement –

- (a) The rule of contra proferentem shall not apply.
- (b) Words expressed in the singular include the plural and vice versa.
- (c) A reference to a person includes:
 - (i) a natural person, a partnership, a body corporate, an unincorporated association, or an Authority, as the case may be; and
 - (ii) his, her or its executors, administrators, successors, and permitted assigns (as applicable).
- (d) A reference to one gender includes a reference to the other or neutral gender and to each of them.