

## LAW IMAGE STANDARD TERMS & CONDITIONS

Outlined below are Law Image's standard terms and conditions of contracts. We may also agree to contract on client terms and conditions, subject to our approval. These terms and conditions apply to the ordering, purchase and provision of the Services by Law Image.

### 1. Definitions

In this Agreement, unless the contrary intention appears, or the context requires otherwise:

**Australian Consumer Law** means Schedule 2 as applied under Subdivision A, of Division 2 of Part XI of the Competition and Consumer Act 2010.

**Documents** means any items provided by the Client to Law Image for the purposes of the Services.

**Fees** means the fees for the Services as advised by Law Image to the Client from time to time, plus GST.

**GST** means that term as defined in A New Tax System (Goods and Services) Act 1999.

**Order** means a request made by the Client to Law Image for the provision of the Services.

**PPSA** means the Personal Property Securities Act 2009.

**Privacy Act** means the Privacy Act 1988.

**Services** means the collection of documents from the Client and their scanning, digitising, copying and delivery to the Client as directed by the Client and any additional services the Client may request Law Image to provide from time to time where Law Image agrees to provide such additional services.

**Website** means [www.lawimage.com](http://www.lawimage.com)

### 2. Compliance with Terms and Conditions

- 2.1. By submitting an Order, the Client agrees to be bound by these terms and conditions and Law Image is bound by these terms and conditions when an Order is submitted.
- 2.2. The Client shall provide all necessary instructions and information to enable Law Image to provide the Services the Client requires.
- 2.3. Each Order the Client places will be a separate and binding agreement between the Client and Law Image with respect to the provision of Services.

### 3. Provision of Services

- 3.1. Fees charged to the Client will remain payable where the Services provided are as a result of incorrect or insufficient instructions or information given to Law Image by the Client.
- 3.2. Where Law Image is aware that an Order contains insufficient or unclear instructions or information, Law Image reserves the right not to provide the Services to the Client. In these circumstances, Law Image will immediately notify the Client and advise that the Services cannot be provided until sufficient or clear instructions or information is or are provided.
- 3.3. If an Order is cancelled or amended by the Client, the Client is liable to pay any Fees charged for Services provided up to the date of cancellation and for any Fees for Services performed with respect to an amended Order.

### 4. Fees and Payment

- 4.1. In consideration of the provision of the Services by Law Image, the Client must pay the Fees to Law Image free of any set-off or deduction within seven (7) days after the date of each invoice.
- 4.2. If payment is not received from the Client when due, Law Image may (in addition to any other rights it has at law):
  - (a) charge the Client interest on the outstanding Fee from the due date at a rate equivalent to the ANZ Retail Index Rate (or, if this is no longer published, an equivalent indicator rate) as at the due date plus 2% per annum and compounded monthly;
  - (b) suspend all or part of any Services until the Client has paid all outstanding Fees;
  - (c) keep the Documents until the Client has paid Law Image all outstanding Fees.

## 5. Variations of Terms and Conditions

Law Image reserves the right to make changes to these terms and conditions from time to time.

Any variations to these terms and conditions will take effect from the date of posting on the Website. The terms and conditions which apply at the time of an Order will comprise the agreement between Law Image and the Client with respect to that Order.

## 6. Security Agreement and Interests

- 6.1. The Client acknowledges and agrees that Law Image has a purchase money security interest over the Documents until such time as the Fees have been paid to Law Image.
- 6.2. The Client agrees at its expense to do anything which Law Image may ask and considers reasonably necessary for the purposes of:
  - (a) ensuring that its purchase security interest is enforceable and perfected or otherwise effective;
  - (b) enabling Law Image to apply for any registration or give any notification in connection with its purchase money security interest so that the purchase security interest has the priority required by Law Image; or
  - (c) enabling Law Image to exercise rights in connection with the purchase of money security interest.
- 6.3. Law Image need not give any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded.

## 7. Clients Acknowledgements

- 7.1. The Client acknowledges and agrees that Law Image is not responsible for ensuring that the Client complies with any statutory or other obligations that the Client may have regarding the preservation or maintenance of the Documents.
- 7.2. The Client warrants that it has all necessary authority or permission to provide the Documents to Law Image to enable Law Image to provide the Services.

## 8. Termination

- 8.1. Without limiting any other rights each may have under this Agreement, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
  - (a) a winding up order is issued, or an administrator, receiver or liquidator is appointed or to the other party; or
  - (b) either party materially breaches this Agreement and fails to remedy the breach within 14 days after notice of that breach from the other party.

## 9. Confidentiality of Records and Privacy

- 9.1. Law Image will take all reasonable measures to ensure that all confidential information and personal information collected by Law Image pursuant to the Services is protected from misuse, unauthorised access, modification or disclosure.
- 9.2. At all times when collecting or in receipt of personal information as defined in the Privacy Act from individuals, Law Image will manage or deal with that personal information in accordance with the Privacy Act.

## 10. Liability

- 10.1. If the Australian Consumer Law applies to this Agreement, the guarantees in sections 61 and 62 of the Australian Consumer law, namely fitness for a particular purpose, achievement of the desired result and reasonable time for supply, will apply to the provision of the Services by Law Image.
- 10.2. If the Australian Consumer Law applies to this Agreement, Law Images' liability for damages for breach of the guarantees referred to in Clause 10.1 is limited in Law Image's sole discretion to the supplying of the Services again, or the payment of having the Services provided again.
- 10.3. To the full extent permitted by law, the Client indemnifies Law Image from all liability in tort, contract, or otherwise in respect of any loss, damage, injury or death arising out of or in connection with the performance, non-performance, breach or other matter arising out of these terms and conditions or the provision of Services, including but not limited to, duties, taxes, levies, charges, liability due to negligence, breach or the wilful act or default of Law Image, its agents or employees or subcontractors.

## 11. General

- 11.1. The Client authorises and permits Law Image to reproduce the Documents for the purpose of the Services.
- 11.2. Law Image is taken to have delivered Documents to an address if a person at that address signs a delivery docket for the Documents.
- 11.3. Law Image is taken to have collected Documents from an address if Law Image gives a person at that address a receipt for the Documents.
- 11.4. If any part of these terms and conditions is unenforceable, invalid or void, then that part is severed from this Agreement, and the rights and obligations of the remaining parts of these terms and conditions continue to apply.
- 11.5. This Agreement is governed by the laws of the state of Victoria, and the parties submit to the non-executive jurisdiction of the courts of Victoria.
- 11.6. Other than as permitted by Law Image, no other action arising out of or in connection with these terms and conditions (other than any action by Law Image to recover any amount due to Law Image) may be brought by either party more than one year after the cause of action arose.