

BUSINESS TERMS AND CONDITIONS

SEPTEMBER 4, 2019 | PENSURE

BARRY.NILSSON LAWYERS' BUSINESS TERMS AND CONDITIONS

1.1 PenSure INDEMNITY CHECK offers you the choice of two advice options:

1.1.1 Option 1: Advice identifying and explaining the contractual indemnity and insurance terms contained in an agreement in the context of how a 'standard' policy may respond (i.e. commercial agreement only submitted for review); or

1.1.2 Option 2: Advice identifying and explaining the contractual indemnity and insurance terms contained in an agreement in the context of how a specific policy may respond (i.e. commercial agreement *and* specific policy wording submitted for review).

1.2 A 'standard' policy refers to standard insurance policy wordings commonly available in the Australian insurance market which contain terms (including but not limited to contractual assumption of risk exclusions) usually included in such policies. These policies do not contain "unusual terms" as defined in section 37 Insurance Contracts Act 1984 (Cth).

1.3 The purpose of PenSure INDEMNITY CHECK is to assist you to review and understand the contractual indemnity and insurance terms contained in the agreement submitted for our review and to identify areas of potential contractual liability exposure that may not be covered or met under the terms of either a standard policy or the terms of any specific insurance policy you submit for our review.

1.4 Our legal advice is limited to the contractual indemnity and insurance terms contained in the agreement submitted for our review, that are relevant to any specific insurance policy you submit to us. If no specific policy is submitted our advice is limited to the contractual indemnity and insurance terms in the agreement in the context of how any relevant terms in a standard policy might respond. We will determine those relevant policy terms.

1.5 We will not review any other terms contained in the agreement or conduct a legal review of any other commercial or contractual terms in the agreement.

1.6 The advice given by us is not a substitute for obtaining legal advice in respect of any other provisions or terms contained in the agreement (including commercial, taxation and other legal terms) or your insurance policy(s) which are relevant to you or your business (including broader legal advice on the drafting, negotiation, terms and execution of the agreement or policy terms).

1.7 We give no guarantee that you will be able to achieve the actions recommended in any advice given to you (including, but not limited to, possible renegotiation of contractual or insurance policy terms prior to the commencement of any agreement).

1.8 We do not warrant that any action we recommend will be sufficient to minimise or eliminate any or all of your exposures or liabilities or potential liabilities under your agreement or insurance policy(s) (whether for "uninsured" losses or liabilities or otherwise).

1.9 We rely on you and/or your insurance broker and/or your insurer to provide current and accurate

documents and information in relation to the contract terms and the insurance policy(s) submitted for review.

1.10 We have no liability to you and/or your insurance broker and/or your insurer and are not responsible if any of the documents or information submitted for review are false, inaccurate, out of date or incomplete.

1.11 Any advice provided by us is not advice provided by an insurer and does not constitute an acceptance of liability for any claim by or on behalf of an insurer.

1.12 From time to time the advice we give to you may be based upon assumptions and/or qualifications which will be set out in the advice. In that case, we will not be held liable for any part of our advice that is qualified by, or conditional upon, any of those assumptions.

2. PAYMENT OF ACCOUNTS

2.1 Accounts will be issued on the provision of our advice, monthly, or on an interim basis our discretion. Accounts are to be paid within 14 days of being rendered

2.2 You shall pay interest on any outstanding account from the due date of an account until payment in full at the rate of 5.25% per annum.

2.3 You agree that we may withhold your file and other information from you, until you have paid all of the accounts which have been rendered by us in relation to any work undertaken by us for you, whether under this or any other agreement.

3. CONFIDENTIAL INFORMATION

3.1 We acknowledge that we will be provided with confidential information in relation to your business which is not in the public domain.

We may also be provided with personal information relating to individuals within your business.

3.2 We agree that we will not:

3.2.1 Divulge confidential information to any other person or company without your express written authorisation (except you acknowledge and agree that such information may be supplied to your insurance broker); or

3.2.2 Use confidential information for its own benefit or to your disadvantage.

3.3 We will require any of our employees and consultants who have access to the confidential information to provide a similar undertaking to you.

3.4 This clause 3 shall survive the termination or expiry of this agreement.

4. PRIVACY AND PERSONAL INFORMATION

4.1 We will comply with the Privacy Act 1988 in relation to the personal information you provide. Our privacy policy may be viewed on our website at www.bnlaw.com.au

4.2 You agree that you have read and understood that policy.

5. DOCUMENT RETENTION

5.1 On completion of your PenSure INDEMNITY CHECK, we may place your file into our archives and will store those documents for up to 7 years

5.2 You authorise us to destroy those documents on the date which is 7 years after the date on which our advice was provided to you.

5.3 You agree to pay us the amount of \$150.00 in relation to any of your files which we retrieve from archives at your request.

6. TERMINATION

6.1 Without limiting the circumstances in which we are otherwise by law entitled to terminate this agreement, we may terminate this agreement giving you 5 business days notice if:

6.1.1 You fail to provide us with adequate instructions, documents and information within a reasonable time in order for us to provide the PenSure INDEMNITY CHECK advice;

6.1.2 You have given instructions, documents or information which are intentionally false or misleading;

6.1.3 We have a conflict of interest; or

6.1.4 You indicate that we have lost your confidence.

6.2 If the agreement is terminated, you remain liable for payment of our fees if we have already prepared the PenSure INDEMNITY CHECK advice as at the date of termination.

7. INTERPRETATION

7.1 Any and all references to we, us or our is a reference to Barry.Nilsson. Lawyers.

7.2 Words in the singular include the plural and words in the plural include the singular, according to the requirements of the context.