



## Document Shop Pty Ltd Terms & Conditions and Acknowledgement

Before using our services or ordering a product, please read the terms & conditions and acknowledgement below. If you use our services in any way, you will do so on the basis of the terms and conditions and you will be deemed to have made the acknowledgements.

### 1. **Provision of services & products**

- a. If you order a Product from us or use our Services in any way, you do so on the basis of these Document Shop terms & conditions and acknowledgement.
- b. At the end of each order form for our Products, you will be given the choice of accepting or rejecting these terms & conditions and acknowledgement. If you accept them, you may use our Services, including to order a Product. If you reject them, you will not be able to use our Services.
- c. By placing an order with us, you are deemed to have agreed to and accepted these terms & conditions and are deemed to have made the acknowledgements contained in this document.
- d. This agreement will continue until terminated by us or by you, by written notice. We may terminate it immediately by denying you access to our Services and Products if you are in breach of any of these terms & conditions and acknowledgement.
- e. We may vary these terms & conditions and acknowledgement at any time and the new terms & conditions and acknowledgement will be available on our website or a hard copy on request.
- f. These terms & conditions and acknowledgement are the only terms on which Services and Products are supplied by us to you and none of our employees, agents or contractors may vary or add to these terms nor make any representations about our Services or Products unless such variation or addition is made in writing by us.

### 2. **Intellectual Property and copyright**

- a. We own the intellectual property in all of the material on the Document Shop Website, in our Services and in all Products produced by us.
- b. You acknowledge that:
  - i. we remain the owner of all of the intellectual property and know-how that resides in our Website, our Services and our Products; and
  - ii. you do not receive any ownership in the copyright of the Products that you order and we produce for you.
- c. Our Products are subject to copyright and may not be copied or reproduced without our permission.

### 3. **Document Shop does not give legal advice**

You acknowledge that:

- a. we can not, and do not, give you legal advice;
- b. we can not, and do not, give you financial advice;
- c. we can not, and do not, give you accounting advice;
- d. Document Shop Pty Ltd is not a legal practitioner and is not a law firm;

- e. all information we give you is to help you order a document and is not advice;
- f. we are not giving legal advice in arranging for the supply of Products;
- g. we are not licensed to provide financial product advice under the *Corporations Act 2001* (Cth) and you should consider taking advice from the holder of an Australian Financial Services Licence before making a decision on a financial product;
- h. the documents you receive when you order a Product from us are in a standard form prepared by solicitors for Document Shop;
- i. we have taken all reasonable care to ensure that our documents include all appropriate legal clauses, subject to these terms & conditions, but we can not and do not warrant that a Product you decide to order is appropriate or suits your needs and we can not and do not warrant that your use of our Service is appropriate or suits your needs;
- j. the legal, commercial and taxation effects of a Product vary according to particular circumstances and therefore a Product's suitability will depend on the particular circumstances involved. If either you or your client requires Professional Advice in relation to a Product's suitability to your particular circumstances or in relation to the transaction for which you are ordering the Product, you will arrange that advice separately with a Professional Adviser; and
- k. on our Website we provide information including questions and answers. That information is not advice. It is of a general nature only and is not to be relied on. You must seek your own legal, accounting and financial advice.

#### **4. Document content**

- a. An example of our documents will be provided on request. The copyright in those documents is owned by us.
- b. You provide information to us on our order forms and we prepare the Products you order on the basis of that information. You acknowledge that:
  - i. you are fully and solely responsible for the information you provide on our order forms and accordingly the information included in the Products;
  - ii. you are responsible for ensuring that the information you supply is complete and accurate;
  - iii. we are not responsible for any mistake that you make in understanding the information required on our order forms or the actual information you include on the order forms;
  - iv. if new documents have to be prepared as a result of errors in the information you supply, a further fee will be payable; and
  - v. you will read the documents prepared by us and that you will be satisfied before the relevant parties sign the documents that the documents will meet all of the requirements of the parties to the documents.

#### **5. Our services**

- a. We do not warrant that our Services will be uninterrupted or that our Service is virus free or error free.
- b. We will use our reasonable endeavours to ensure that our Service is available during normal business hours.

#### **6. Delivery**

- a. If you select the delivery option *DIY Print* on an order form, the Product you order will be delivered to you when sent by e-mail to the e-mail address specified by you on the order form.

- b. If you select the delivery option *Hard Copy* on an order form, the Product you order will be delivered to you when sent to your address specified by you on the order form.
- c. You are responsible for any computer equipment and software required for you to access and use our Services.

## **7. Membership**

- a. If your organisation becomes a member, we will provide your organisation with a membership number and password.
- b. You acknowledge that:
  - i. you indemnify us, our agents and employees from any costs, fees, damage, loss, claims and liabilities arising from any use or misuse of the password; and
  - ii. you are responsible for all unauthorised use of your organisation's password.

## **8. Charges**

- a. Unless otherwise stated, all prices quoted by us are exclusive of GST. If GST is or becomes payable in respect of any supply made by us to you, the payment for that supply shall be increased by an amount equal to the GST payable so that we retain the amount we would have retained but for the imposition of GST. We will issue a tax invoice to you for that supply within 14 days of the supply. Words or expressions in this clause have the same meaning as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- b. You agree to pay us the fees charged by us for the Products and Services we supply to you (as specified in our fee schedules on our Website or elsewhere and as amended from time to time), the fees as charged by any third parties from which we may receive information or services and any government charges including ASIC fees, duties and taxes including GST (**Fees**).
- c. Where, as part of the provision of Services and Products to you, we receive a supply of information or services from a third party which is GST-free or is not subject to GST, you appoint us as your agent in arranging that supply.
- d. You acknowledge that your order will be processed once payment of the Fees has been received. Payment is deemed to have been received when we are in receipt of the full price (including any amount of GST) in cleared funds.
- e. You agree that all Fees and charges we charge you are incurred by you as principal and not as agent for any other party and you agree to pay all Fees and charges when due even though you may not have received payment from the party that you act for. If you do not pay us, we may contact the party you act for and ask them for payment in which case your liability to pay remains despite any action we may take against another party.
- f. You acknowledge that we may charge you interest (at a rate to be determined by us but not higher than our banker's then highest overdraft interest rate) on any amounts we do not receive on time from you from the date payment was due until the date the amount and any interest payable on that amount has been received by us in full.

## **9. Stamp Duty**

You acknowledge that:

- a. some Products that we provide are subject to stamp duty;
- b. we are not liable for arranging for the payment of or for paying the stamp duty;
- c. for some Products you will be offered the choice of us arranging stamping of the documents on your behalf (at an additional fee) (in SA and NT only), in which case you agree to appoint us as your agent for lodging the documents for stamping, forwarding your payment to the relevant Government authority

- and collecting the documents or you can undertake to lodge the documents for stamping and pay the stamp duty in the relevant jurisdiction yourself; and
- d. if you undertake to lodge the documents for stamping and pay the stamp duty in the relevant jurisdiction yourself, we are not liable for either lodging the documents for stamp duty assessment or paying the stamp duty.

**10. Company Order Acknowledgement**

If you order a company from Document Shop, you acknowledge that:

- a. you agree to be the applicant for registration of the company;
- b. you appoint Document Shop as your agent for dealing with ASIC and for registration purposes; and
- c. you have complied with the obligations of an applicant as set out in the *Corporations Act 2001* [Cth].

**11. ASIC**

If it is necessary for us to deal with the ASIC in providing Services or Products to you, you appoint Document Shop as your agent for dealing with ASIC.

**12. ASIC Compliance Service**

- a. If you request us to provide the ASIC Compliance Service for a company (**Company**), you agree that Document Shop will become the ASIC Registered Agent for that Company. You authorise ASIC to provide correspondence and details relating to the Company to us including invoice statements, annual review documentation, the company's corporate key and other correspondence.
- b. You agree to pay an annual service fee to us for the ASIC Compliance Service for the Company. We will invoice you annually at the same time as the Company's annual ASIC fee becomes payable (which is usually the anniversary of the company's registration date).
- c. You agree to pay ASIC's fees directly to ASIC for the Company and you will be liable for the payment of any and all late payment fees charged by ASIC. You agree to pay our annual service fee for the Company to us within 14 days of receiving our invoice.
- d. If the Company's annual statement sent by ASIC is not complete and up to date, you agree to notify ASIC of the changes required. You can do this by notifying ASIC directly or requesting us to notify ASIC on behalf of the Company by going on to our Website and completing a Change of Company Details form. You acknowledge and agree that if you do not notify ASIC of the changes required within 28 days of the review date, ASIC will charge late review fees. You agree that if you request us to notify ASIC of the changes on behalf of the Company, you must provide us with a Change of Company Details form within 21 days (or such other period notified to you by us) of the review date to allow us sufficient time to notify ASIC of the changes. If you do not do so you acknowledge that ASIC may charge late review fees. You agree that you are liable for payment of any and all late review fees charged by ASIC.
- e. If throughout the year there are changes to details for the Company relating to changes to officeholders, share issues, share transfers, changes to officeholder's or member's addresses, changes to officeholder's or member's names, changes to registered office address or principal place of business address, changes to ultimate holding company details or changes to special purpose company status, you can request us to notify ASIC of those changes. You can do so by going on to our Website and completing a Change of Company Details form. Once we receive your request, you acknowledge that we will provide to you the necessary consents, resignation notices, share transfer

forms, share certificates, applications for shares, resolutions and ASIC forms to be signed by the appropriate parties or officeholders. Once the relevant documents are signed you agree that we will lodge the ASIC forms. You acknowledge that ASIC has certain time periods within which changes to details for the Company must be notified to ASIC. You acknowledge that if you do not advise us of each change within a reasonable time period to enable us to notify ASIC of the change within the time period set by ASIC, ASIC will charge late lodgment fees. You agree that you are liable for the payment of any and all late lodgment fees charged by ASIC. You agree that you will provide all information requested by ASIC in relation to any change to the Company.

- f. You acknowledge and agree that we will be dealing with ASIC as the Company's agent and that we will not be incurring liabilities with ASIC as principal, nor as your agent, but will be acting as agent on behalf of the Company. However, you agree that you are liable to reimburse us for discharging these liabilities and you are liable to pay us or reimburse us (as the case may be) for all fees charged by us for the ASIC Compliance Service, all expenses incurred by us, the fees as charged by any third parties from which we may receive information or services and any government charges including ASIC fees, duties and taxes including GST.

### **13. Limits on your use of Document Shop documents**

In relation to your use of our Service and our Products, you acknowledge that:

- a. you will not use any part of the documents we produce for you to create another document;
- b. you will only use the documents we produce for you for the specific purpose for which they were ordered;
- c. you will not copy or reproduce any part of the documents we produce for you except in relation to the transaction for which they were ordered;
- d. you will not modify the documents we produce for you in any way after they are delivered to you;
- e. you will not copy or reproduce any part of our Service or our Products; and
- f. you will not, without our written consent, represent that the documents we produce for you were created by you or by a third party other than us (or anyone else who signs-off and endorses for us the master documents from which your documents are generated).

### **14. Websites**

You acknowledge that:

- a. we do not warrant the accuracy or appropriateness of the contents of our Website;
- b. our Website may contain hyperlinks to other websites for your convenience and we are not responsible for anything on those other websites or your use of those other websites and we are not endorsing any of them; and
- c. if you access those other websites, you do so at your own risk.

### **15. Searches**

- a. You acknowledge that when you order a search from us, that search will be provided by a third party Service Provider who is not a party to this agreement.
- b. You acknowledge that the search may contain errors and that we are not liable for any inaccuracy in the search.

### **16. Confidentiality of your information**

We acknowledge that:

- a. all of your personal information will be kept confidential and will be protected by security identification particulars. All of your billing information will be kept confidential; and
- b. we will not disclose your personal or billing information (in a way that makes the information identifiable to you) to anyone else without your consent.

**17. Indemnity**

- a. You acknowledge that you indemnify us in relation to any cost, loss, liability, or damage that any of you, your client, or a third party suffers:
  - i. because the Product you order is not suitable for its intended purpose or does not suit the relevant circumstances;
  - ii. because you fail to obtain Professional Advice from a Professional Advisor concerning whether the Product you choose is suitable for its intended purpose or is suitable for particular circumstances;
  - iii. because of the information you include in our order forms;
  - iv. because you do not provide all of the information required of you on our order forms or in response to any question we may have about your order;
  - v. because the information you provide to us is not complete or is not accurate;
  - vi. because you modify the documents we produce for you after they are provided to you; or
  - vii. because you breach these terms & conditions and acknowledgement in some other way.
- b. You acknowledge that you continually indemnify us against any liability, loss, damage or expense that we incur as a result of your use of our Service.

**18. Our liability is limited**

- a. We acknowledge that State and Federal legislation implies certain conditions and warranties into agreements for the supply of goods and services which cannot be excluded, restricted or modified (**Non-Excludable Warranties**). Except for the Non-Excludable Warranties, we exclude all other conditions and warranties implied by custom, the general law or statute.
- b. You acknowledge that our liability is limited to, at our discretion:
  - i. replacement of the document you ordered from us;
  - ii. supply of some equivalent document;
  - iii. amendment of the document;
  - iv. payment for the cost of having the document replaced, supplied or amended; or
  - v. re-supply of the service.
- c. You acknowledge that:
  - i. to the extent permissible by law, we will not be liable for any liability, loss, damage or expense or any like claims whatsoever arising from any use of, or incidental to the use of, our Services or Products, or arising out of our negligence in any way whatsoever;
  - ii. our total liability to you for any breach of these terms & conditions and acknowledgement by us is limited to and will not exceed the cost to you for the particular Product which has caused you the loss or damage; and
  - iii. we are not responsible in any way for any liability, loss, damage or expense or any like claims whatsoever that arises directly or indirectly from a problem that occurs by any virus infecting our Website, Service, or Products.

- 19. Force majeure**  
We will not be responsible for any delay, loss or damage (including consequential loss) caused to you directly or indirectly by a failure to supply, perform or deliver, any Service or Product in the event of any fact, circumstance, matter or thing beyond our reasonable control (including due to power or mechanical failure or virus) howsoever caused and we will be relieved of that obligation to the extent and for the period that we are so unable to perform.
- 20. Refunds**
- a. You acknowledge that because of the nature of our Products, we are most unlikely to allow any refunds and that we provide refunds at our absolute discretion, in exceptional circumstances.
  - b. You agree that to apply for a refund you must apply to us in writing and that we may request and you must provide to us any information or materials that we believe are relevant to our decision.
- 21. Recovering Revenue from your breach**  
If we discover that we have lost revenue through your breach of these terms & conditions and acknowledgement, then you acknowledge that we may recover from you each of the following:
- a. the revenue we have lost;
  - b. our costs of discovering our loss and the extent of it (including auditing your operations at your cost to determine the extent of our loss);
  - c. our costs of recovering the revenue; and
  - d. interest (calculated in accordance with clause 8(f)) on any amount owing under this clause.
- 22. Governing law and jurisdiction**  
These terms & conditions and acknowledgement are governed by the laws of South Australia and each of Document Shop and you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of South Australia. You may not argue on any basis that the courts of South Australia should not exercise jurisdiction.
- 23. Assignment**
- a. We may by notice in writing to you assign the rights and obligations of this agreement.
  - b. You may not assign any of your rights under this agreement.
- 24. Binding terms and conditions**  
These terms & conditions and acknowledgement bind you, your executors, administrators, successors and permitted assigns and substitutes.
- 25. Interest in Document Shop**  
The solicitors used by Document Shop have an indirect interest in Document Shop as a shareholder and a direct interest as an officeholder.
- 26. Definitions and interpretation**  
In these terms & conditions and acknowledgement:
- a. Definitions:
    - i. **ASIC** means the Australian Securities and Investments Commission and any body that may replace that organization from time to time;
    - ii. **ASIC Compliance Service** means the Product we provide whereby we act as ASIC Registered Agent for a nominated company;

- iii. **Document Shop** means Document Shop Pty Ltd ACN 116 542 771 its agents, officers, successors and advisors and 'we', 'our' and 'us' have a corresponding meaning;
  - iv. **GST** means any goods and services tax, value added tax or similar tax levied or imposed by the Commonwealth of Australia;
  - v. **Product** means any product or service that we offer to you on our Website or elsewhere and includes our documents;
  - vi. **Professional Advice** means legal advice concerning whether a Product is appropriate or suits your needs or its legal, taxation and commercial implications, accounting advice concerning a Product's accounting and taxation implications, financial advice concerning a Product's financial planning implications or any other advice that you may require in relation to the Product or the transaction for which the Product will be used;
  - vii. **Professional Adviser** means a legal practitioner, an accountant, a financial planner or any other professional from whom you seek advice;
  - viii. **Services** includes our Website, our user interface, our order forms, offering Products for sale, ordering a Product, delivery of our Products, our delivery systems and the services which we provide to you which are ancillary to these services, including telephone help lines;
  - ix. **Service Provider** means any government department, authority or recognised data base from which Document Shop sources its information;
  - x. **Website** means the website at [www.documentshop.com.au](http://www.documentshop.com.au);
- b. Interpretation:
- i. The singular includes the plural and vice versa;
  - ii. Another grammatical form of a defined word or expression has a corresponding meaning;
  - iii. Any agreement, representation, warranty or indemnity:
    - 1. By two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally; and
    - 2. In favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
  - iv. A reference to us or you or any other entity includes the entity's executors, administrators, successors and permitted assigns and substitutes; and
  - v. A reference to currency is a reference to Australian dollars.