

## Terms and Conditions for LAPM Services Pty Ltd

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### 1. Operation of this Agreement

- 1.1 This Agreement consists of the terms and conditions set out below and any documents attached to this document or incorporated by reference.
- 1.2 The parties to this Agreement acknowledge and agree that this Agreement does not create a relationship of employer and employee, principal and agent, or partnership between the parties.
- 1.3 Each party represents and warrants it has all rights, title, power and authority to enter into and perform its obligations under this Agreement.
- 1.4 This Agreement commences from the date we commence provision of our services on your instructions when you will be deemed to have accepted these terms and conditions.
- 1.5 This Agreement ends when terminated pursuant to clause 10 below.

### 2. Scope of Services

- 2.1 LAPM Services Pty Ltd ("we," "our," or "us") will provide services including but not limited to practice management, software integration, installation, training solutions, managed IT as well as administrative and compliance tasks related to LEAP, MYOB and XERO and other platforms.
- 2.2 Each party must:-
  - (a) perform its obligations in accordance with this Agreement using reasonable care and skill and in accordance with good industry practice; and
  - (b) comply with all applicable laws and standards in performing its obligations.

### 3. Fees and Payment Terms

- 3.1 **Standard Hourly Rate:** Unless otherwise stated herein, our services are charged at our Standard Hourly Rate as specified on our website at [www.lapm.com.au](http://www.lapm.com.au). Rates are reviewed annually (with any changes to the rates to be notified to you in writing) and charged in six-minute intervals, with one unit representing one-tenth of the hourly rate.
- 3.2 **Payment Terms:** Tax invoices are due within 7 days of issue. Late payments may attract additional fees or interest. Interest will be charged at the Cash Target Rate specified by the Reserve Bank of Australia at the time of invoice plus 2%.
- 3.3 **Disbursements:** Costs such as travel, accommodation, copying, searches and/or third-party expenses incurred in carrying out the services will be charged at cost plus GST.
- 3.4 **Estimates:** Fee estimates are indicative only and may vary if the scope of work changes.
- 3.5 **Suspension:** We may suspend our services until all fees are paid in full (we will give you notice before any suspension).

### 4. Confidentiality and Compliance

- 4.1 All information provided to us will be treated with strict confidentiality, except as required by law, professional standards, or compliance programs. By accepting our terms, you consent to file reviews by professional bodies such as the Law Society or ATO, if required.

### 5. Intellectual Property and Ownership of Documents

- 5.1 Each party will retain its Intellectual Property Rights in any Materials existing at the date of this Agreement or developed independently of this Agreement or developed during the term of this Agreement or otherwise.
- 5.2 Materials we prepare on your behalf will remain your property.
- 5.3 General working papers and drafts remain our property.
- 5.4 We will retain your Materials owned by you until all outstanding fees owed to us are paid in full.

### 6. Privacy

- 6.1 **Collection of personal information:** To the extent that the parties will share Personal Information with each other, each party must ensure that:
  - (a) When it collects Personal Information it takes all steps required under Privacy Laws to allow that Personal Information to be shared with the other party for the purposes of this Agreement, including ensuring that all necessary consents are obtained from the relevant person from whom it collects Personal Information;
  - (b) It complies with Privacy Laws (including, where it is not subject to Privacy Laws, as though it were a person subject to those Laws); and
  - (c) It protects the Personal Information from unauthorised access, use, disclosure, modification and other misuse.
- 6.2 **Compliance:** Each party (**First Party**) must, in relation to Personal Information of the other party (**Second Party**):
  - (a) Not knowingly do or omit to do anything which would cause the Second Party to contravene the Privacy Laws;
  - (b) Promptly notify the Second Party if the First Party becomes aware:
    - (i) Of an actual or alleged breach of this clause or the Privacy Laws;

- (ii) That an enquiry, complaint or dispute has been received in relation to a breach of the Privacy Laws;
- (iii) That it is, or may be required to, at law or otherwise, disclose Personal Information for a purpose other than the permitted disclosures under this Agreement; or
- (iv) That an individual has requested access to or correction of their Personal Information; and
- (c) Acknowledges that, to the extent permitted by Law, the Second Party will deal with the matters in clause 6.2(b) and that the First Party must promptly (unless otherwise agreed):
  - (i) Comply with all reasonable directions; and
  - (ii) Do all things reasonably necessary;
 to assist the Second Party to comply with its compliance obligations under this clause and the Privacy Laws and to enable the Second Party to take steps to resolve, respond to or otherwise deal with the matters in subject 6.2(b).

## 7. Practice Management

- 7.1 We will assist in all matters associated with managing your legal practice as nominated by you in the LAPM Practice Management Checklist which can be found on our website at [www.lapm.com.au](http://www.lapm.com.au) and which will be sent to you at the commencement of our engagement for completion and return.
- 7.2 Where applicable, our services will be in accordance with Law Society and ATO requirements,
- 7.3 Any advice given to you is only an opinion based on our knowledge of your particular circumstances, and we make no warranty or guarantee in relation to our services where we reasonably determine you have failed in providing is the requisite information that we would need to properly carry out the services.
- 7.4 We are not being engaged to conduct a statutory audit of the financial records of any of your business/business entities and we will not express an auditor's opinion as to the truth and fairness of the financial records kept by your business.
- 7.5 We will not be responsible for, and you indemnify us, from any loss associated with matters pertaining to the management of your law practice that were not nominated by you as part of the LAPM Practice Management Checklist.
- 7.6 Practice Management Services will be provided at our Standard Hourly Rate in accordance with clause 3 above.

## 8. Installation, Training and Data Entry

- 8.1 **Installation Services:** If required, we will assist in the installation and setup of software or systems related to our scope of work. Installation services will be provided at our Standard Hourly Rate in accordance with clause 3 above.
- 8.2 **Training:** We offer training sessions to familiarize your team with the systems and processes we implement. Training services are charged separately at our Standard Hourly Rate in accordance with clause 3 above, based on the time and resources required. Delivery of services may be monitored and/or recorded for quality and internal training purposes.
- 8.3 **For LEAP clients:** If you are a LEAP client, initial LEAP training and some associated activities will not incur a direct expense from us as such is included in the LEAP subscription. Additional training and services beyond that included in your LEAP subscription will incur our Standard Hourly Rate.
- 8.4 **Scheduling:** Installation and training sessions must be scheduled in advance and are subject to mutual agreement on timing and availability. 24 hours-notice is required for sessions to be re-scheduled, or a cancellation/no show fee may apply.
- 8.5 **Client Responsibilities:** You are responsible for ensuring that the necessary infrastructure, hardware, and access permissions are in place prior to installation and training.
- 8.6 **Data Transition:** Where our services include data entry and transition, we will use our reasonable endeavours to ensure accurate entry of all data provided by you prior to installation however we do not accept responsibility for the accuracy of the data and it is ultimately your responsibility to ensure its accuracy.

## 9. Managed IT

- 9.1 We will provide Managed IT Services upon request from you.
- 9.2 Managed IT Services will be provided at our quoted rates or as otherwise agreed in writing between us and clauses 3.2 to 3.5 inclusive will apply.
- 9.3 In relation to any technical support or assistance we provide, although we will use our best endeavours to resolve any issues with the provision of our services, you agree and acknowledge that we make no promise to fully resolve such issues and that we shall not be liable for any failure to fully resolve such issues delegated to us by you.
- 9.4 You also acknowledge and agree that some issues that arise cannot be resolved due to maintenance, downtime and circumstances out of our control.
- 9.5 We accept no responsibility for any technical services or other products or services not sold or provided directly by us.

## 10. Termination

- 10.1 **Termination for convenience:** Either party may terminate this Agreement in its absolute discretion at any time by giving not less than 30 days' notice in writing to the other party.
- 10.2 **Termination for cause:** Either party may terminate this Agreement with notice in writing to the other if the other party:
- (a) Experiences an Insolvency Event;
  - (b) Commits a material breach of this Agreement that is not capable of remedy; or
  - (c) Commits a material breach of this Agreement that is capable of remedy but is not remedied, to the satisfaction of the notifying party, following the expiration of 10 business days' notice of the breach being given in writing by the notifying party to the other party.
- 10.3 **Consequences of termination:** If this Agreement is terminated:
- (a) You must settle any outstanding fees within 7 days; and
  - (b) Each party must return or destroy the other party's Confidential Information.

## 11. Limitations of Liability

- 11.1 We are not responsible for:
- (a) Late lodgement penalties or interest charges resulting from delayed provision of information by you;
  - (b) Statutory financial audits or expressing opinions on the truth and fairness of financial records.
- 11.2 Our liability to you is not limited or excluded where and to the extent such liability cannot be limited or excluded in accordance with applicable Laws, including but not limited to the Australian Consumer Law.
- 11.3 In all other circumstances we will not be liable to you or any third party for any costs, expenses, losses and damages incurred in relation to the provision of our services, whether that liability arises in contract, tort, under statute or otherwise.
- 11.4 We will not be liable to you for any indirect or consequential losses, loss of profits, loss of revenue, loss of business opportunity, loss of or damage to data or records.

## 12. General

- 12.1 **Waiver:** A delay by a party in exercising a right will not amount to a waiver of that right. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.
- 12.2 **Variations:** Any variation to this Agreement must be in writing and executed by the parties.
- 12.3 **Entire agreement:** This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with their subject matter.
- 12.4 **Severability:** A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the terms of this Agreement will continue in force.
- 12.5 **Governing law:** This Agreement is governed by the law of Queensland and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and the courts having appeal from them.
- 12.6 **Grievances, Complaints/Disputes:** Any grievances, complaints or disputes pertaining to the delivery of our services should be directed in writing via the contact form on our website (Attention: General Manager) at [www.lapm.com.au](http://www.lapm.com.au) at the earliest opportunity.

## 13. Definitions and interpretation

- 13.1 **Confidential Information means:** information of whatever nature and in whatever medium belonging to or held by that party (including where relevant, information relating to a party's related bodies corporate, related person or other third parties) whenever and however it is disclosed or comes to the knowledge of the other party, including information that:
- (a) Is by its nature confidential;
  - (b) Is designated by the disclosing party as confidential; or
  - (c) The other party knows or ought to know is confidential.
- 13.2 **Insolvency Event means:** any one or more of the following events occurring in respect of that party:
- (a) A resolution is passed for the winding up of that party;
  - (b) A liquidator, provisional liquidator or receiver or receiver and manager, voluntary administrator, or administrator of a deed of company arrangement is appointed to all or any part of the property of that party;
  - (c) A receiver, receiver and manager, voluntary administrator or an administrator of a deed of company arrangement, is appointed to, or a mortgagee takes possession of, all or any part of the business or assets of that party;
  - (d) that party ceases, or threatens to cease to carry on its business; or
  - (e) that party becomes insolvent within the meaning of section 95A of the Corporations Act 2001 (Cth).

- 13.3 **Intellectual Property Rights means:** all intellectual property rights at any time recognised by law including:
- (a) Patents, copyright, trade marks, business names, moral rights and any right to have Confidential Information kept confidential; and
  - (b) Any application or right to apply for registration of any of the rights referred to in paragraph (a).
- 13.4 **Law/s means:** any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time and includes any industry codes of conduct.
- 13.5 **Managed IT means:** The provision of cloud services, data backup and recovery, cybersecurity, helpdesk support and software and hardware management and any other IT solutions that might be requested.
- 13.6 **Materials means:** any documentation, data files, software, firmware, equipment, tools, methodology or process, or other material in whatever form.
- 13.7 **Personal Information means:**
- (a) Information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual or an organisation, whose identity is apparent, or who can be reasonably ascertained from the information or opinion; and
  - (b) Personal information as defined under the Privacy Laws.
- 13.8 **Privacy Laws means:**
- (a) The *Privacy Act 1988* (Cth) including the Australian Privacy Principles set out in the Act and any code approved by the Privacy Commissioner under the *Privacy Act 1988* (Cth) which binds a party; and
  - (b) Any Laws giving rise to an actionable right of privacy.
- 13.9 **Standard Hourly Rate means:** the rate specified on our website at [www.lapm.com.au](http://www.lapm.com.au) and which is reviewed annually.
- 13.10 **Interpretation:** a reference to a party is to a party to this Agreement and includes the party's executors, administrators, permitted assigns, novates and substitutes.