

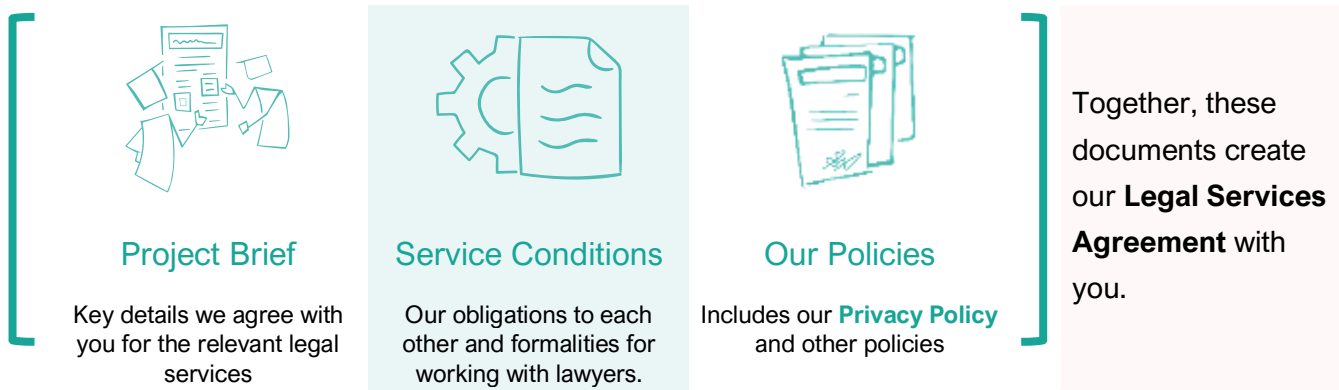
Service Conditions

Thank you for trusting Checklist Legal to help you with our legal services.

- ◆ **Client** and **you**, means the person or business in the **Client** details section of the **Project Brief**.
- ◆ **We** and **Checklist Legal** means Checklist Legal Pty Ltd (ABN 32 643 121 279).

1. Our agreement with you

Our agreement with you is made up of different parts









◇ If these documents conflict with each other, the document listed earlier on the left takes priority.

2. About these Service Conditions

What's in these Service Conditions

Click on an icon **below** to go to that section:

- | | | | | | |
|---|---|---|---|---|---|
|  |  |  |  |  |  |
| Touchstone | Relationship | Service Scope | Money stuff | Data and IP rights | Dynamic Change |
| Our Touchstone is an overview of our values and and it is part of the promise we make to you. | All about outlining the key aspects of our relationship as client and lawyer. | This section, along with the Project Brief, sets the scope of legal services. | Details about fees you pay us and the payment terms. | How we keep your data confidential and details for managing Intellectual Property | How we will work through issues with you if they crop up. |



3. Our Touchstone






This touchstone is shows what’s important to us at Checklist Legal, it’s why we get up in the morning!

- ◆ We hope this helps you understand our business and work with us more collaboratively.
- ◆ Let us know if we haven’t lived up to our Touchstone when working with you.

Purpose	Vision	Mission
<ul style="list-style-type: none"> ◇ Empower women in business and law. ◇ Innovate the way the world creates and uses contracts. ◇ Inspire lawyers to forge a different path towards improving the legal industry. 	<p>We see a world where women in business and law are confident in their contracts and legal rights, so they can have a bigger impact sooner.</p>	<p>To create contracts clients love in a way that empowers purpose-led women in business and law to innovate and succeed, while we lead the way for socially conscious law firms.</p>

Values

We love our values so much, [we made this playlist](#).

 <p>Serious fun</p> <p>We balance the seriousness of business and law with a playful spirit of adventure.</p> <p>Work is challenging and enjoyable, often at the same time.</p>	 <p>Confidence</p> <p>Our services give clients confidence to step up in their business and career.</p>	 <p>Simplicity</p> <p>We do the extra effort to make processes and information clear.</p> <p>Clear is kind.</p>	 <p>Consistency</p> <p>We ship work to a visibly high standard. We are dependable.</p> <p>We have systems in place to support consistent delivery of high quality work.</p>	 <p>Generous learning</p> <p>We are curious, open, and eager to learn - we know we have lots to learn!</p> <p>We share our knowledge generously with clients, community, and colleagues.</p>
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Client Experience

During and after working with us, we hope that you feel:

- ◆ Confident
- ◆ Understood
- ◆ Delighted
- ◆ Energised
- ◆ Rebellious



Our relationship with you

4. Our relationship lasts for a set period

Our client-lawyer relationship with you starts when we are engaged under a Project Brief.

- ◆ Our client-lawyer relationship ends either:
 - when we complete the legal services in the Project Brief, or
 - 3 months after you last asked for and we delivered billable legal services to you (if we agree to deliver open-ended legal services), or
 - if you or we end our agreement early (see [Ending our client-lawyer relationship](#))
- ◆ We might notify you of developments in the law from time to time. But we only have to inform you of developments if it is within the scope of our agreed Project Brief with you for legal services.

5. You make commitments to us

- ◆ You promise us that:
 - you're authorised to engage us on behalf of the organisation you say you represent
 - no restrictions prevent you from agreeing to this Legal Services Agreement, and
 - you won't infringe any third-party rights in working with us and receiving our legal services.
- ◆ We depend on you to:
 - Give us your current contact details
 - Answer our questions and give us relevant documents and instructions promptly
 - Give us accurate information and update us if things change (we rely on your information)
 - Pay us on time in line with the Professional Fees section in the Project Brief.

We're not responsible if you don't perform your obligations

- ◆ If you delay in giving us instructions or performing any of your other obligations, or
- ◆ If we do not progress your matter because you haven't paid our valid, undisputed Fees, or
- ◆ If issues crop up that are outside the Scope of Legal Services,

...then we are not responsible for costs or losses you incur.

6. You have rights in relation to legal services

These terms don't change your rights under Australian Consumer Law or laws that cover legal services.

- ◆ You have the right to negotiate the Fees we charge and Fee method we use (task or time-based).
- ◆ You can ask for an itemised bill.
- ◆ You have the right to get help from the [Legal Services Commissioner](#) if you dispute legal costs.
- ◆ You have the right to be notified by us as soon as practical if significant changes occur that affect the cost of legal services or other costs.



Scope of Legal Services

7. The Project Brief forms part of our Scope

You instruct us to deliver the legal services set out in the **Project Brief**.

- ◆ If you ask for more services than those in the Project Brief, we may create a new Project Brief.

8. Using advice and documents

Our advice and documents are only for you, in line with the Service Scope in the Project Brief.

- ◆ Unless we agree first, you must not give our work to anyone else.
- ◆ We aren't responsible for any changes you make to our documents or advice.
- ◆ We aren't responsible for telling you about changes in the law *after* we deliver the agreed legal services.
- ◆ You engaged us to deliver legal services to you, in the context of your instructions. We aren't responsible for any other use of our legal services.
- ◆ If you engage us to create legal documents, we don't provide legal advice unless stated in the Service Scope.

9. We offer commercial legal services only

We don't offer financial product advice under the *Corporations Act 2001* (Cth). We don't provide advice about criminal law, tax, medical, insurance, or on the laws in countries other than Australia. You'll need to seek advice from specialists about areas outside of our expertise.

10. Delays

- ◆ If we become aware of anything that might result in delayed delivery or failure to perform any Services, we'll let you know via email and give details about the issue including:
 - The nature and cause, and
 - The steps we'll take to minimise the impacts.
- ◆ After sending that notice, we agree to:
 - Let you know how you plan to work around the issue,
 - Give regular updates on progress to work around the issue, and
 - Use reasonable efforts to minimise impacts of the delay or failure to deliver Services.
- ◆ Neither you or we are liable to the other for a delay or failure to perform obligations in this Agreement caused by circumstances outside of reasonable control, other than the payment of money.



Fees and payment

11. Fees are agreed in a Project Brief

The Project Brief we agree with you outlines the Fees we'll charge you.

- ◆ If multiple clients are named in the Project Brief, each is responsible for the Fees.
- ◆ If GST applies, you'll need to pay it. We'll clearly show the GST payable on our tax invoices.

12. We calculate fees in two ways

We may charge fixed fees or time fees, or both.

Fixed fee	A fixed cost for the services set out in the Project Brief.
Time fee	An hourly rate — set out in the Project Brief, or \$395 per hour if not specified. <ul style="list-style-type: none">◇ For work involving periods less than an hour, we charge you proportionately.◇ We give you 30 days' notice in writing of any changes to our hourly rates.

- ◆ For more info on legal costs, please ask. We're happy to talk about costs and payment with you.

See the fact sheet [Legal Costs – your right to know](#) (PDF 44.9KB).

13. We send invoices after Milestones

We send invoices to you electronically after we complete each relevant payable [Milestone](#).

- ◆ Please pay each invoice in full by the due date, generally 14 days from when you receive it.

We might stop work if your payment is late

If you don't pay an invoice by the due date, we'll send a reminder notice within 14 days.

- ◆ If we don't hear from you after that and you still haven't paid undisputed amounts, we can:
 - Stop working on your project,
 - Hold onto any documentation until payment, and
 - Charge a late fee, or interest from the date the invoice was issued (at the then current cash rate target set by the Reserve Bank of Australia, plus 2%).

14. Other costs

Our agreed Project Brief with you will generally cover all costs for our Legal Services. If the Scope changes or an unexpected Third Party Cost comes up, we may add this to your overall Fees, but we'll get your okay first.

- ◆ **Third Party Costs** are costs we pay to other people on your behalf.

For example, fees to ASIC to register a company or fees to do formal searches, court filing fees or other court costs, or fees for other specialist legal help and other costs.



Information and Intellectual Property

15. We treat your business information as confidential

We respect your personal data

We manage your personal data as set out in our [Privacy Policy](#), available at our Site.

- ◆ [Rule 93 of the Uniform General Rules](#) states that we must collect our clients' full name and address.

We both agree to protect Confidential Information

- ◆ We both agree Confidential Information is commercially sensitive and valuable, so that unauthorised disclosure or use of the other's Confidential Information could cause considerable damage.

Confidential Information means non-public information belonging to either you or us. Trade secrets, information concerning business models, strategies, designs, customers and suppliers, and pricing in all cases are examples of Confidential Information.

- ◆ Confidential Information can only be used for the purposes set out in these Terms (i.e. *the purpose of us delivering our legal services to you*), and not for any other purpose not allowed under the Terms without express written consent from the other.
- ◆ We must both keep the other party's Confidential Information confidential, We may disclose your information where permitted or required by law to do so.

Disclosing Confidential Information

- ◆ We agree that a recipient may disclose Confidential Information to its directors, employees, representatives, and subcontractors who
 - have a need-to-know to help us deliver our legal services to you,
 - have been informed of the confidentiality obligations of our agreement with you, and
 - agree to be bound by confidentiality obligations at least as stringent as those contained in this agreement or any separate confidentiality agreement we sign with you.
- ◆ The recipient remains responsible for any acts or omissions of those persons or entities.

Required disclosure

- ◆ Either of us may disclose Confidential Information if we are compelled to do so by law, but only to the extent necessary to satisfy the legal request. Before disclosing, the relevant party must give the other prompt written notice, if is legally permitted to do so.

16. Intellectual Property

No changes to pre-existing IP

- ◆ Both of us acknowledge that any pre-existing IP rights remain the property of the owner and remain unchanged by this Agreement, unless expressly set out in a Project Brief.
- ◆ You grant us a limited license to make use of your Intellectual Property to the extent needed for us to deliver you the legal services in the Project Brief.

When we create deliverables specifically for you

- ◆ If you engage us to create specific deliverables for you in a Project Brief, we agree to license the Intellectual Property rights in those deliverables to you (provided you have paid us in full!).
- ◆ Upon full payment, we give you a broad license to use the deliverables for your own personal or business purposes.

For example, if we give you advice about a contract and help draft a contract for you, you can use that advice and contract for your own business purposes, but you cannot sell that contract or advice to someone else.

- ◆ Other than that limited licence, we do not grant you any other intellectual property rights in any of our systems, documents, trademarks, websites, or platforms.

17. Testimonials and feedback

- ◆ We both agree that if either of us gives feedback in a **public** forum, we give the other permission to use that content and related personal information publicly.

For example, we can take a screenshot of a positive Google review you leave us and share that information publicly, and if you post about us in your Instagram story, we can use that material to promote Checklist Legal.

- ◆ If either of us sends private feedback, we give the other permission to use that content anonymously, but we both agree we won't attach **private** feedback to the other by name without getting permission first.
- ◆ If either of us gives permission and later changes our mind, we can let the other know and they agree to take reasonable efforts to remove it.



Dynamic Change

18. Giving and receiving feedback

We both aim to work through issues together

- ◆ If an issue crops up under these Terms, we both agree to act promptly and reasonably to resolve it. That might mean having a quick chat at a regularly scheduled meeting or a longer discussion.
- ◆ We are both open to giving and receiving feedback on all aspects of our working relationship.
- ◆ We will have both formal and informal methods of getting your feedback, including walkthrough and comments on the Services and documents as they are delivered, regular meetings to discuss previous work and future plans, and formal review surveys to capture your insights.

19. Deep Dive: How we'll resolve issues

The Deep Dive process aims to help address prickly issues quickly, safely, and collaboratively.

- ◆ The process involves meeting (in person or virtually) to discuss the issue in good faith and try to create two or more different options to fix the issue, and then agreeing on a way forward together.
- ◆ If either of us (or any of our team members) have a deeper issue of concern under this Agreement, we both agree to work together to try to resolve the issue using a Deep Dive process.

Step 1: Calling for a Deep Dive	Step 2: At the Deep Dive
<ul style="list-style-type: none"> ◇ Either of us can ask for a 'Deep Dive' ◇ Representatives of both Checklist Legal and Client will find a 30 minute time slot they both agree to, either in person or at least on video. <p style="background-color: #e0f2f1; padding: 5px;">This time should happen promptly, within a few days of asking for the Deep Dive, to help resolve the problem quickly.</p> ◇ The person asking for the Deep Dive (the Deep Dive caller) may wish to give some background to the issue, or they can also just discuss this at the Deep Dive. 	<ul style="list-style-type: none"> ◇ After settling in, the Deep Dive caller has 5 - 10 minutes (uninterrupted) to explain the issue from their point of view. ◇ They also explain what they'd like to have happen to fix the issue (which could be several different options). <p style="background-color: #e0f2f1; padding: 5px;">The other person can take notes but will try not to speak or comment during this time.</p> ◇ Then, the other person has 5 - 10 minutes to respond. <p style="background-color: #e0f2f1; padding: 5px;">During this time, the Deep Dive caller can take notes but will try not to speak or comment.</p> ◇ After both have explained their views without interruption, there can be general discussion of the options, benefits, and concerns with proposed ways to move forward.

- ◆ If we make a decision together that resolves the issue, HUZDAH!
 - We'll decide whether we need to document the details of the resolution we agreed
 - Most of the time, we will capture the details of the resolution in writing (via email or other).

The Deep Dive caller will summarise the resolution and send for confirmation to the other person.

- In some instances, we might decide *not* to capture the full details in writing.

20. We want to avoid court

We both agree we don't want to waste time and energy with formal court proceedings if possible.

- ◆ If we can't agree on a way forward after this process, then we may try a process of formal mediation (splitting the costs equally).
 - Mediation is to be confidential and non-binding.
 - Mediation Victoria will perform the mediation and the costs will be split evenly between us both.
 - If we reach a resolution in mediation, we will confirm that in a settlement agreement
 - After the Deep Dive good faith discussions and formal mediation, if the issue is still not resolved between us, then either of us can escalate to more formal proceedings.
- ◆ This Agreement does not replace or override any specific dispute resolution rights that apply to the Services such as consumer law and statutory guarantees (see accc.gov.au for details).

21. Ending our client-lawyer relationship

You can end the agreement	We may end the agreement
You can end our legal services at any time by letting us know in writing (for example, by emailing us).	We may end the agreement if: <ul style="list-style-type: none">◇ you don't pay undisputed bills after we send a reminder◇ you don't give clear, timely instructions, refuse to accept our advice, or you show you've lost confidence in us◇ ethical issues come up which we believe require us to stop being your lawyer, such as a conflict of interest◇ something outside our reasonable control means we can't perform the legal services by a required timeframe.

After this agreement ends

If this agreement ends, you must pay us for the costs and work completed up to the end date.

- ◆ We may destroy your files after 7 years from completing services or ending our agreement.
- ◆ We can keep your documents if you owe us money, even if we no longer act as your lawyer.

22. General details

- ◆ The laws of the State of Victoria, Australia govern the terms of this Legal Services Agreement.
- ◆ This Legal Services Agreement forms the entire agreement between us and you for legal services. It replaces previous written and spoken communications.

The end!

