

In these terms and conditions of business: “SA Trade” means SA Trade Licensing Consultant. “Consultant” means a person or persons assigned by SA Trade to undertake work for and represent the Client. “Client” means that person, firm, company, authority or organisation to which SA Trade and/or a Consultant is engaged to provide the services. “Services” means any and all work undertaken by SA Trade for the Client and any and all materials and/or deliverables supplied by SA Trade to the Client.

1. These terms apply, unless otherwise agreed in writing, to the exclusion of and shall prevail over all and any other terms. No variation shall be made to these terms without the prior written or electronic consent of SA Trade and, unless otherwise agreed in writing or by electronic means, these terms apply on and from the date of the engagement of SA Trade in any matter whatsoever for and on behalf of the Client.

2. The engagement or use in whatever capacity by the Client (or by any third party as a result of an introduction by the Client) of SA Trade constitutes acceptance of these terms by the Client.

3. SA Trade will provide consulting Services to the Client for any solution requested by the Client, specifically South Australian trade licensing matters, legal entity and trust formations. SA Trade will render such Services in accordance with relevant Australian Standards (if applicable), refer [www.standards.org.au](http://www.standards.org.au).

4. SA Trade will provide to the Client a written or electronic quotation or invoice for the Services to be provided. The Services will not commence until a written authorisation referencing the quotation or invoice has been received from the Client. The authorisation of the quotation or invoice signifies that the Client has read and accepts the Terms and Conditions of Business. Should further Services be required that were not initially included in the authorised quotation or invoice, SA Trade will issue additional quotations or invoices for authorisation by the Client prior to additional Services being rendered.

5. Counterparts. All electronic quotations or invoices and any application or similar associated with the Services undertaken by SA Trade may be executed in counterparts. Each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same electronic quotation, invoice, application or similar.

6. A “Fee” means an Application and/or Pre-Grant Fee issued by the Office of Consumer and Business Services (CBS). The Fee must be paid to CBS in cash, cheque, credit card or by any other approved method prior to CBS processing any form of trade licence application or similar in its entirety. The Client authorises SA Trade to pay this Fee to CBS on its behalf within a reasonable time from the date the equivalent Fee amount is paid to and receipted by SA Trade in the form of cash, bank cheque, credit card (online merchant facility via [xero.com/au](http://xero.com/au)) or electronic funds transfer (EFT). The equivalent Fee payable by the Client shall be calculated and invoiced in accordance with the Fee Schedule SA Trade has displayed on SA Trade’s website, refer [tradesa.com.au](http://tradesa.com.au). SA Trade’s online merchant facility is located in Australia. A “Charge” means payment for Services. The Charge payable by the Client in respect of work undertaken shall be calculated and invoiced in accordance with the Fee Schedule SA Trade has displayed on SA Trade’s website, refer [tradesa.com.au](http://tradesa.com.au).

7. The Fee does not attract Goods and Services Tax (GST). The Charge is exclusive of GST and any other additional Government imposed taxes and charges associated with the Services.

8. Upon the Client engaging SA Trade, any Fees or Charges due to SA Trade shall be invoiced to the Client as required and shall be payable to SA Trade within seven (7) to 14 days of invoice date (whichever is applicable). Payment may be made by cash, cheque, credit card or EFT. When making payment, the relevant Invoice/Quote Number must be noted for reconciliation purposes. In the case of EFT payment, notification that this payment has been made must be advised to SA Trade either by phone or electronic mail on the day payment is made.

9. Should the Client be in dispute as to the quotation or invoice amount or standard of Services provided by SA Trade, the Client must address the dispute with SA Trade immediately upon receipt of the quotation or invoice. Interest may be charged on any amount outstanding after 14 days from date of quotation or invoice at a rate of 12 per cent (%) per annum, and shall accrue daily until the outstanding balance is paid.

10. To reserve SA Trade's Services, upon written authorisation of an electronic or written quotation or invoice, the Client may be required to pay SA Trade a non-refundable Services fee equating to 20% of the Charge listed on the quotation or invoice. The Client understands and accepts that this is at the complete discretion of SA Trade. Upon payment of a non-refundable Services fee, the Client understands and agrees that SA Trade will commence, within a reasonable time, initial Services on behalf of the Client. In the event that the Client cancels the Services or fails to provide written or electronic documentation or verbal confirmation requested from time to time by SA Trade within 28 calendar days from date of request, SA Trade shall suffer losses that are difficult to ascertain. As such, the Client agrees that, in the event of cancellation by the Client, 20% of the Services fee shall be forfeited by the Client and paid to SA Trade as liquidated damages and not as a penalty. The Client and SA Trade agree that such amount is reasonable.

11. SA Trade reserves the right to discontinue the Services in cases where the Client has not made payment on outstanding quotations or invoices during the course of provision of the Services.

12. Entitlement to a refund. If any of the Services provided by SA Trade are of major fault, you may be entitled to a full refund of the Services. Major faults are defined by the [Australian Competition & Consumer Commission](#) below as a service that:

- has a problem that would have stopped the Client from buying it if the Client knew about it;
- is substantially unfit for its common purpose and can't easily be fixed within a reasonable time;
- does not meet the specific purpose the Client asked for and cannot easily be fixed within a reasonable time; and/or
- creates an unsafe situation.

### 13. Limitations and exclusions of liability

13.1 Nothing in these terms and conditions of business will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

13.2 The limitations and exclusions of liability set out in this Clause 13 and elsewhere in these terms and conditions of business:

- (a) are subject to Clause 13.1; and
- (b) govern all liabilities arising under these terms and conditions of business or relating to the subject matter of these terms and conditions of business, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions of business.

13.3 SA Trade shall not be liable to the Client in respect of any loss of profits or anticipated savings.

13.4 SA Trade shall not be liable to the Client in respect of any loss of revenue or income.

13.5 SA Trade shall not be liable to the Client in respect of any loss of use or production.

13.6 SA Trade shall not be liable to the Client in respect of any loss of business, contracts or opportunities.

13.7 SA Trade shall not be liable to the Client in respect of any loss or corruption of any data, database or software.

13.8 SA Trade shall not be liable to the Client in respect of any special, indirect or consequential loss or damage.

### 14. Termination

14.1 Either party may terminate these terms and conditions of business by giving to the other party [at least 30 calendar days'] written notice of termination.

14.2 Either party may terminate these terms and conditions of business immediately by giving written notice of termination to the other party if the other party commits a material breach of these terms and conditions of business.

14.3 Either party may terminate these terms and conditions of business immediately by giving written notice of termination to the other party if:

(a) the other party:

(i) is dissolved;

(ii) ceases to conduct all (or substantially all) of its business;

(iii) is or becomes unable to pay its debts as they fall due;

(iv) is or becomes insolvent or is declared insolvent; or

(v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

(b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

(c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up [other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under these terms and conditions of business]; or

(d) if that other party is an individual:

(i) that other party dies;

(ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or

(iii) that other party is the subject of a bankruptcy petition or order.

15. SA Trade warrants providing Services at an acceptable standard to the Client and warrants the conduct of its Consultant while at the Clients' premises.

16. SA Trade will provide Services to the Client as required, but generally between core business hours of 8am to 6pm Monday to Friday and 9am to 2pm Saturday, excluding Australian and South Australian public holidays.

17. These terms and conditions of business shall be governed by the law of the state in which the Services are to be undertaken and the parties submit to the jurisdiction of the Courts of that State.

## 18. General

18.1 No breach of any provision of these terms and conditions of business shall be waived except with the express written consent of the party not in breach.

18.2 If any provision of this term and condition of business is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of these terms and conditions of business will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

18.3 This term and condition of business may not be varied except by a written document signed by or on behalf of each of the parties.

18.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this term and condition of business.

18.5 This term and condition of business is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this term and condition of business are not subject to the consent of any third party.