

THE ACCOUNTANT GROUP PTY LIMITED - TERMS & CONDITIONS

1. DEFINITIONS

ACL means the Australian Consumer Law as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth);

Agreement means these Terms, as amended from time to time, the Debtor Invoices and any terms which are implied, and which cannot be excluded, by law;

TAG means The Accountant Group Pty Ltd ABN 67 096 479 631;

Privacy Act means the Privacy Act 1988 (Cth) as amended from time to time;

Services means the services specified in the Invoice and/or Terms of Engagement;

Debtor means the individual or company who enters into this Agreement for the provision of Services from TAG;

Invoice means invoices rendered by TAG to the Debtor from time to time for the provision of the Services; and

Terms means these Terms & Conditions.

2. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between TAG and the Debtor for the provision of the Services. The Debtor is deemed to have accepted the terms of this Agreement to the exclusion of all others by receiving part or all of the Services.

3. PRICING

3.1. All Services are charged at the price ruling at the date of invoice and any GST within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 (Cth) or other government impost shall be payable by the Debtor in addition.

3.2. Unless otherwise determined by the parties, prices for Services are charged according to standard fees for the Services which are in effect at the date of delivery.

3.3. TAG will notify the Debtor of any fee changes in writing.

3.4. Information regarding fees per nominal hour for government funded training should be sourced directly from our website as this information may change in accordance with government funded contract requirements.

4. PAYMENT TERMS

4.1. Payment of a Debtor Invoice is due on or prior to 7 days from the date of that invoice being rendered unless otherwise stated in writing by TAG. TAG may charge interest on overdue Debtor Invoices at a rate equivalent to 5% in excess of the rate of interest for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 (Vic).

4.2. TAG's express or implied approval for extending credit to the Debtor may be revoked or withdrawn by TAG at any time.

4.3. Fixed price agreements offers may be agreed at the discretion of, and on the conditions imposed in writing by, TAG. If a Debtor fails to comply with any such conditions, TAG may, in its sole discretion terminate the fixed price agreement and require the repayment of all or some of the amount.

4.4. Any payments received from the Debtor on overdue accounts will be applied first to satisfy any accrued interest, second to reasonable expenses and legal costs referred to in Clause 4.5, and then to the principal amount owing.

4.5. The Debtor is liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a full indemnity basis) incurred by TAG for enforcement of obligations and recovery of monies due from the Debtor to TAG.

5. CEASING SUPPLY

TAG may cease the supply of the Services if the Debtor fails to make payment of a Debtor Invoice, or provide direct debit or periodical credit card payment authority, to TAG.

6. CANCELLATIONS AND CLAIMS

6.1. If the Debtor cancels this Agreement, TAG may claim from the Debtor any reasonable costs it incurs as a result of the cancellation.

6.2. If TAG has reason to believe that it will be unable to supply the Services within a reasonable time or at all, TAG may, without penalty, cancel this Agreement, in which case, the Supplier will refund the Debtor any amount already paid by the Debtor for Services not rendered.

7. PRIVACY ACT

7.1. All terms in this clause which are in italics have the meaning prescribed to them in the Privacy Act and all references to sections are to sections of the Privacy Act.

7.2. To enable TAG, as a *Credit Provider*, to assess the Debtor's application for credit, the Debtor authorises TAG to obtain:

7.2.1. from the Debtor, *Credit Information*; and

7.2.2. from *Credit Reporting Bodies, CRB Derived Information*.

7.3. The Debtor acknowledges and agrees that:

7.3.1. TAG may use and disclose *Credit Eligibility Information, Personal Information and Credit Information* in accordance with the Privacy Act; and

7.3.2. TAG's Privacy & Credit Reporting Policy, as amended from time to time, applies to this Agreement and specifies how such use and disclosure may occur.

7.4. A copy of TAG's Privacy & Credit Reporting Policy can be accessed by clicking on the following link

<http://www.tagwealth.com.au/content/about-tag>

The Debtor must notify TAG in writing within 7 days of:

7.5. any alteration of the Debtor's name.

7.6. any changes to the Debtor's bank account/ credit card details where payment for Services is made to TAG under a direct debit or periodical credit card payment authority.

8. WARRANTIES

No warranties except those implied by law that cannot be excluded are given by TAG in respect of Services. Where it is lawful to do so, the liability of TAG for a breach of a condition or warranty is limited to the re-supply of the Services, the supply of equivalent Services or the payment of the cost of re-supply or acquisition of equivalent Services, as determined by TAG.

9. FORCE MAJEURE

9.1. Neither party will be liable for any delay or failure in the performance of any obligation or the exercise of any right under this Agreement, or for any loss or damage if it is caused by reason of an event or circumstances which is beyond the reasonable control of the effected party.

9.2. Nothing in this clause will excuse payment of any money due or which becomes due under this Agreement.

10. WAIVER

A single or partial exercise or waiver of a right relating to this Agreement by TAG will not prevent any other exercise of that right or another right.

11. DISPUTE

11.1. If a dispute arises under this Agreement, the parties will attempt to negotiate a resolution by good faith negotiations.

11.2. If a dispute persists for more than 14 days, either party can refer the dispute to mediation before a mediator to be appointed by the Australian Commercial Disputes Centre.

11.3. The costs of mediation will be shared by the parties equally.

12. LEGAL CONSTRUCTION

12.1. This Agreement shall be governed by, and interpreted according to, the laws of Victoria and TAG and the Debtor consent and submit to the jurisdiction of the Courts of Victoria.

12.2. If any provision of this Agreement is invalid under the ACL or any other law, that provision is enforceable to the extent that it is not invalid, and if it is not possible to give that provision any effect at all, then it is to be severed from this Agreement and the remainder of this Agreement will continue to have full force and effect.

13. ACKNOWLEDGEMENT BY DEBTOR

The Debtor acknowledges receipt of and accepts these Terms and acknowledges that the Terms may be changed by TAG from time to time for legitimate commercial reasons, in which case, the Debtor will be given notice of the change and the Debtor will have the right to cancel this Agreement, without penalty, within 7 days of such notice.