

Promotional Terms & Conditions

1. Definitions

In these Terms and Conditions:

Claim includes any claim, demand, action, suit and proceeding of whatever nature and however arising including claims arising in equity or tort (including negligence) or under contract or any law or otherwise, whether present, future or contingent.

Disbursements has the same meaning as set out in the Engagement Agreement.

Engagement Agreement means the Engagement Agreement we will provide to you on terms acceptable to us in our absolute discretion.

Legal Document means the relevant document or documents the subject of the Offer.

Offer means any promotional offer, sale, promotion, special, discount or price reduction advertised, promoted or distributed by us.

Party and **Parties** mean, respectively, a party or parties to these Terms and Conditions.

Related Party includes:

- (a) a Related Body Corporate including if it is trustee of a trust;
- (b) a family member, a shareholder or director (including of a Related Body Corporate) or a member of their family, including if any of them are trustee of a trust;
- (c) any beneficiaries of your trust (if any) and any other trust that has common beneficiaries;
- (d) any trustee of a trust where you or any person specified in paragraphs (a) to (c) above is a beneficiary of the trust;
- (e) any trustee of a superannuation fund belonging to any natural person referred to in paragraphs (a) to (d) above.

Related Body Corporate has the meaning as set out in section 9 of the *Corporations Act 2001* (Cth)

Terms and Conditions means this instrument.

We, us and **our** means Justice Legal Pty Ltd (ACN 620 758 643) as trustee for the Cockman Family Trust (ABN 20 458 858 381) and no other capacity.

You and **your** mean the person specified in the Engagement Agreement.

2. Interpretation

In these Terms and Conditions, a heading is used for convenience only and does not affect the interpretation of these Terms and Conditions, and, unless inconsistent with the context:

- (a) the words *includes* and *including* and the phrase *for example* are not words or phrases of limitation and do not restrict the interpretation of a word or phrase in these Terms and Conditions;
- (b) a reference to person includes an individual, a body corporate, a trust, a partnership, a joint venture, an unincorporated body or other entity, whether it is a separate legal entity or not, and that person's executors, administrators, personal representatives, successors and assigns;
- (c) a reference to a thing, including a right, is a reference to either the whole thing or a part of the thing; and
- (d) no provision or expression is to be construed against a Party on the basis that the Party was responsible for its drafting.

3. Binding Agreement

- (a) These Terms and Conditions apply to all Offers.
- (b) In order to redeem any Offer, you must accept these Terms and Conditions and the Engagement Agreement and acceptance of the Terms and Conditions is subject to and conditional upon you accepting the Engagement Agreement.
- (c) Acceptance of the Engagement Agreement occurs at the time and in the matter set out in the Engagement Agreement.
- (d) Acceptance of these Terms and Conditions occurs at the time of acceptance of the Engagement Agreement.
- (e) You must comply with the terms of the Engagement Agreement.
- (f) If there is an inconsistency between these Terms and Conditions and the Engagement Agreement, the Engagement Agreement prevails.
- (g) Nothing in these Terms and Conditions obliges us or requires us to agree to act on your behalf or otherwise perform any work or provide any legal services on your behalf.
- (h) We reserve the right to modify or cancel the Offer at any time for any reason in our absolute discretion.
- (i) We may vary these Terms and Conditions in any way at any time for any reason in our absolute discretion and any such variation applies on and from the date of the variation irrespective of when you received the Offer or notice of the Offer or when you redeem the Offer.
- (j) To the extent permitted by law, any representations or warranties implied by law on us are excluded from these Terms and Conditions.

4. Redemption

- (a) An Offer is only available and redeemable for the time specified in the Offer, is not valid with any other Offer, cannot be combined with any other Offer, is not transferable and is not redeemable in money.
- (b) An Offer may only be redeemed once and cannot subsequently be redeemed by you or any Related Party to you.
- (c) An Offer may only be redeemed in relation to the Legal Documents specified in the Offer.
- (d) If the Offer applies to multiple Legal Documents, the Offer may only be redeemed in relation to one Legal Document at your election.
- (e) An Offer may only be redeemed by the person or class of persons set out in the Offer. For example, if an Offer states that it applies to landlords only, only a landlord may redeem the Offer and it cannot be redeemed by a tenant or any other person.
- (f) If an Offer states that it applies to a particular situation, circumstance or setting, the Offer only applies to that situation, circumstance or setting. For example, if an Offer states that it applies to commercial leasing, the Offer only applies to commercial leases and not to residential leases.
- (g) If an Offer states that it applies to a "standard" document, the Offer only applies to our standard template document for the particular situation, circumstance or setting and excludes:
 - (i) terms, clauses and provisions that are optional or discretionary and for which we may (and do) charge extra;
 - (ii) other types of documents;
 - (iii) any GST and other taxes and Disbursements and other fixed costs.For example, if an Offer states that it applies to leases, the Offer excludes:
 - (iv) the preparation of lease registration forms;
 - (v) any variations to our standard template including clauses relating to first rights of refusal, options to purchase and rent-free periods;
 - (vi) other documents including offers to lease, agreements for lease, variations of lease, extensions of lease and options to lease.
- (h) Any reference to currency in an Offer is to Australian dollars.
- (i) If there is any dispute, disagreement or ambiguity relating to paragraphs (a) to (h) above including whether an Offer applies or can be redeemed, whether it has been redeemed by a Related Party, what documents or class of documents it applies to, what persons or class of persons may redeem the Offer, what situation, circumstance or setting the Offer applies to or how that situation, circumstance or setting is defined, what constitutes our standard template document or how that is defined, the issue is to be resolved by us in our absolute discretion.

5. Termination

- (a) You or we may terminate these Terms and Conditions at any time for any reason and in any manner (including by email).
- (b) If for any reason you or we terminate or repudiate the Engagement Agreement, these Terms and Conditions and any Offer automatically terminate.
- (c) If these Terms and Conditions are terminated, no Party will have any Claim against any other Party under, relating to or arising in connection with these Terms and Conditions or the termination of these Terms and Conditions except in respect of any Claim which accrues in favour of the Party prior to the termination of these Terms and Conditions.

6. Governing Clauses

- (a) The law of Western Australia governs these Terms and Conditions.
- (b) The Parties submit to the exclusive jurisdiction of the courts of Western Australia, the Federal Circuit Court and the Federal Court of Australia.
- (c) You must not assign, transfer or novate any right, obligation or interest in these Terms and Conditions without our prior written consent which consent may be withheld in our absolute discretion.
- (d) These Terms and Conditions and the Engagement Agreement constitute the entire agreement between the Parties and supersede all previous discussions, undertakings and agreements.
- (e) If a provision of these Terms and Conditions is invalid, illegal or unenforceable, then to the extent of the invalidity, illegality or unenforceability, that provision must be ignored in the interpretation of these Terms and Conditions and the remaining provisions of these Terms and Conditions remain in full force and effect.