



Legal Drafting

Terms of Service

Thank you for asking me to draft your legal documents for you. This may be as part of a Done for You or VIP upgrade to my DIY Legals Packs, or it may be a bespoke drafting service. Engaging me to provide this service is subject to the following Terms. Please read them carefully. They are for our mutual benefit. If you have any questions at all, please contact me: contact@carefreecounsel.com

1. Responsible Solicitor

I am the solicitor solely responsible for your matter and I will assist you personally.

Michelle Whitehead trading as Carefree Counsel

BA (Hons 1) LLB (Hons 1) LLM (Hons)

NSW Solicitor #: 58004

ABN: 91 968 443 292

Postal Address: PO Box 438, South West Rocks, NSW 2570

Phone: 0436291346

(Please only call or text in an emergency – I prefer contact by email.)

This service is offered in compliance with Australian Consumer Law.

2. Identification of Client

As a solicitor I am required to positively identify my clients. As a result, I will ask you for your name, your address and your business name. I will check this against your ABN. If you do not provide this information to me I will not be able to provide you with my legal services.

3. Scope of Work

The drafting work you have requested will be specified between us, usually in an email or zoom consultation.

4. Professional Fees

I will charge you professional fees for this work on an agreed fixed fee basis. I will discuss this fee with you, and we will agree on the amount before I commence work.

If the agreed fee is more than \$825 including GST, I will send you a cost disclosure agreement for your signature.

Please see Section 6 for my payment terms. If we have agreed on a payment plan, the details will be set out clearly in an email exchange or in my cost disclosure agreement. Payment plans and my fees may be amended by email between us.

5. What you can expect:

This is the general process that occurs. There may be minor departures from this process depending on your specific needs. If at any time you are unsure of what to expect, or feel confused about the process, please contact me so we can ensure we are both on the same page.

Instructions

Once you have accepted the agreed fixed fee and told me to start work, or signed my cost disclosure agreement, I will seek instructions from you. These may be provided as written answers to a DIY Pack worksheet, in a Zoom online video consultation, by email or in a combination of these formats. Based on your instructions, I will prepare a first draft of your legal document and email it to you for your comment. Depending on my workload, production of this first draft will take approximately four to six weeks, possibly longer. I am sorry if this seems unreasonable, but there is only one of me, and if I don't space out my commitments, I can't bring you my best work. It is also a fact of life for lawyers that legal

emergencies requiring immediate action can arise for our clients at the most inconvenient times, which can push less urgent drafting work down the list.

Urgency Fees

If you need the document urgently, the following additional charges apply in order to jump the queue. This compensates me for the additional stress and longer work hours involved in meeting your request for expedited delivery:

- Guaranteed first draft within 7 days of instruction interview = fixed fee + 75%
- Guaranteed first draft within 14 days of instruction interview = fixed fee + 50%
- Guaranteed first draft within 21 days of instruction interview = fixed fee + 25%

Seeking an update

If you are waiting for a document and have not heard from me, it is possible that it has been pushed down my list by other work, and I am most likely fighting overwhelm. Please reach out (gently) to see how I am going. I will bump you to the top of the queue, if possible, or update you on expected time for delivery. If I don't hear from you, rest assured, I have not forgotten about you. I will gratefully assume you are waiting patiently and will send your document through as soon as I can.

First draft

The document I send you will have "markup" turned on so that we can track any changes that you make. You are expected to read this first draft carefully, to make any amendments or comments and ask any questions that you have. The document may contain highlighted areas and comments in the margin where I have requested further information. It is your responsibility to make sure you have software that can read these comments (Microsoft word; Google docs). If you have any difficulty with opening or accessing the document, please notify me asap. When you have completed your review of the first draft, please save it with a new name (changing V1 to V2 and changing my initials to yours is very helpful for version control purposes) and email it back to me. You can treat this process as an informal conversation between us – do not hesitate to ask questions or make comments in the draft. If you don't like something, I need you to tell me!

Revision turnaround times

At this stage, I will be holding space for you in my calendar so we can finish your document in a timely manner. Please try and have your revisions back to me within 7 days or let me know if there will be a delay. I will do the same for you.

If I don't hear from you, I will send 3 x weekly reminder emails. If I still haven't heard from you after 28 days, I will assume you are happy with the document you have received and will send you the final version and my invoice.

Revision process & satisfaction guarantee

I will review your changes and either accept them, comment on them, or make further suggestions. I will create a third draft (V3) and send it to you for comment, with my tracked changes. Because tracking can get tricky to read if we layer it up too much, I will also send you a fourth draft (V4) which has all of my changes accepted – it is a “clean” version for you to read through and make any further changes that you require. Save it, add your initials to the file name and send it back.

We will keep going back and forth like this until you tell me we are done. I have a 100% satisfaction guaranteed policy, so I will keep working on your document until we are both happy that we are finished, and the document is the best it can be. It is your responsibility to be actively engaged in this editing process to ensure that the end result is a document that is beautifully tailored to your business and completely aligned with your values and vision for your relationships.

Final version and invoice

When you tell me that the document is complete, I will send you the final version in both DOC and PDF formats. I will also send you my invoice. Payment terms are below.

Updating your legals

Legal documents should live and grow with your business. If at any time your business undergoes significant change or you find that the legal document is not working the way you wanted it to, you can book an Advice on a Contract session where we will work together

to review and amend your document, fixing any problems and bringing it up to date for your business: <https://www.carefreecounsel.com/advice-on-a-contract/>

I also run group “Update your Legals” sessions every three months that you can use for regularly tweaking and updating your documents. I will send out email reminders for these sessions each quarter. You can unsubscribe from these reminders at any time. Click this link for more information about the Update Your Legals sessions: <https://www.carefreecounsel.com/update-your-legals/>

For repeat clients I offer the convenience of a subscription retainer service called Castle Keeper, which includes a more efficient Update Your Legals process for repeat clients, and a lot more. You can explore it here: <https://www.carefreecounsel.com/castle-keeper/>

6. *Payment Terms*

Fixed fee

My fee will depend on the document being drafted. In almost all cases, I will have quoted you a fixed fee. If you are at all uncertain about the amount you are expected to pay for this service, please clarify this with me before we start working together. All fees quoted are inclusive of GST unless it explicitly says otherwise.

Making your payment

Payment is due within 14 days of receipt of my invoice unless we have negotiated a payment plan. You will not be invoiced until the work is completed to your satisfaction.

My preferred payment method is by direct deposit or EFT (electronic funds transfer) to the account nominated on the tax invoice. Please use your surname and invoice number as the reference when making a deposit.

Account Name	Branch Code (BSB)	Account Number
M M Whitehead	082-491	82 659 2006

IMPORTANT! My bank account details will not be changed from the details above. If you receive any correspondence suggesting that I have changed my bank account details and

asking you to pay into a different account, please call me on 0436291346 or send me a message through Facebook to confirm BEFORE PAYING, as this is a common cybercrime tactic.

PayPal is available on request if you prefer to pay by credit card. Please confirm the details of the payment with me and wait for me to issue a PayPal invoice before making a PayPal payment. I reserve the right to add a surcharge of 2.5% as a contribution towards PayPal's fees. (This is less than PayPal charges me).

Make sure you keep a copy of the invoice as this work should be claimable as a business expense for tax purposes, although you will need to confirm this with your accountant or financial adviser.

Payment plans

I am always happy to accept payment plans.

The total amount must be paid in full within 6 months from the date of invoice. If this will cause you hardship, let me know and I may exercise my discretion to extend the timing.

Once we have agreed on the instalment amounts and timing, I will set up an invoice series in my accounting software which will automatically email each monthly invoice to you.

The first month's instalment is due within 14 days of our instruction interview or my receipt of your document for DIY+Review (unlike payment in full, which is not due until the documents are completed).

IMPORTANT NOTE - If you have any difficulty paying an invoice, CONTACT ME so we can make alternative arrangements. I promise to understand. There is nothing worse than being ghosted and having to beg for payment. If there is a problem, if you need more time or if you are not happy, reach out and tell me so I can be generous and offer a win/win solution.

If you don't, the administrative fees for overdue payments mentioned below WILL be added to the total you owe, and I will eventually bring in a debt collector - because otherwise I am trampling on my own boundaries, and that's not fair.

Don't make me feel mean and nasty by hiding from me! Let me know what is going on for you so we can find a way forward without ruining our relationship. Sound reasonable?

Late payment consequences (because no-one should have to beg to get paid)

If I have not received payment after 14 days from the date of the invoice, I will send you a reminder. I will continue to send weekly reminders after that until payment is received.

After the first reminder, an administrative fee of \$27.50 (inc GST) will be added to the total amount due each week for EVERY reminder sent where I have not received a payment. This applies to all invoices, including payment plan instalments. You agree that it is reasonable for this administrative fee to accrue where I must follow up on payments that are 28 days or more overdue. Even if you can't pay the whole overdue amount, paying something towards it will stop you incurring the administrative fee for that week.

The *Legal Profession Uniform Law* (NSW) (“the Uniform Law”) provides that I cannot take action for recovery of legal costs until 30 days after a tax invoice which complies with the Uniform Law has been given to you. I am patient – I am willing to wait three times that long. However, if an invoice is more than 90 days overdue, you agree to pay all costs, including debt collection agency fees and solicitor’s costs (including my own), that I may incur in taking steps to recover any money that you owe to me, whether or not legal proceedings are issued in relation to the debt.

7. Variables

On rare occasions, a matter may give rise to unexpected issues which require that the agreed fixed fee be renegotiated. If this happens, I will contact you immediately to discuss the situation. Common variables which may arise include:

- the number and duration of emails, telephone calls, zoom conferences or other communications
- your prompt and efficient response to requests for information or instructions
- any variation to your instructions
- whether documents have to be substantially revised in light of varied instructions

- changes in the law, and
- the degree of complexity or uncertainty concerning legal issues affecting your matter.

8. Questions and Complaints

If you have any questions or complaints about my costs or any other issue affecting your matter, please do not hesitate to contact me. If anything is unclear, I will be happy to explain it and if there is a problem, I will work with you to resolve the matter to our mutual satisfaction. You also have the right to seek independent legal advice if you have any questions about these terms of service.

9. Personal Liability

If you are providing instructions to perform work on behalf of another person or entity (such as in your capacity as an authorized representative of a company) in doing so you agree to be personally jointly and severally liable for my professional fees and other costs disclosed in this document. “Jointly and severally” means that if there is more than one person authorized to provide me with instructions for an entity, I can recover my costs from you together or individually as the case may require.

10. Disclaimer

The services I provide for you are based on my knowledge of contract law and small business practice and risk management in Australia and New Zealand, as well as my long & varied experience in drafting legal documents. If an issue arises that I feel is beyond my skill level, I will refer you to a specialist legal practitioner.

As we work together to co-create the document, I will do my best to identify and alert you to potential problems or difficulties that you may face in using the document to manage your business relationships. I am human, and there is a possibility that I may miss something – particularly if the document we are creating is complex.

While we will both do our best to foresee potential problems, unfortunately it is not possible to identify every possible scenario where things could go wrong or that your legal document will need to deal with. As a result, I cannot guarantee that this legal document will identify and avoid every possible potential for conflict (although we will try hard to do so). Potential problems that I identify may (or may not) ever come to pass.

What I can guarantee is that at the end of this process, you will have a much greater understanding of the relationship you intend to manage with this document, have considered a range of potential problems that you need to be aware of, and be in a much better position to manage the expectations and boundaries necessary to a successful contractual relationship.

11. International Use

This legal document drafting service is designed for use by Australian and New Zealand businesses only. In rare cases, I may agree to assist an international client, but this is not a legal service – it is merely mentoring and coaching. Any document resulting from this mentoring **MUST** be checked thoroughly by an appropriately qualified legal practitioner in your jurisdiction to ensure it is compliant with the laws applicable to you. If you choose to work with me in this way, you agree that you fully understand these limitations, and you take sole responsibility for any consequences that arise, with no recourse against me.

12. Testimonials & Results

Any testimonials and promised results that may have influenced you in choosing to work with me are based on my experience and those of my previous clients. They are not guaranteeing that anyone else will achieve the same results. Testimonials on my website may be edited for spelling, grammar and conciseness but have not otherwise been changed from the original.

After payment is received, I will send you a request for a testimonial (unless you are a repeat client, in which case any voluntary testimonials you care to provide are very gratefully

received). You give me unconditional permission to display your testimonial on my website and social media profiles, including any photograph of you that you provide, and a link to your business website.

If you wish your testimonial to be taken down or not used for any reason, please let me know.

13. *Intellectual Property*

Trade marks

My logo, the name Carefree Counsel™ and Contracts that Care™ are common law trade marks. They may not be used under any circumstances without my express written permission. During the process of creating your document, I will generally explain to you the basics of intellectual property and how it impacts on the document or agreement that you are creating.

Copyright

I retain ownership of the copyright in any document that I draft for you. This means that you may only use it within the context of your business. You must not allow anyone else to copy your document or use it in any way that is substantially different than the purpose contemplated at the time of drafting. Please ask me if you have any questions about this.

Your IP

Any intellectual property you share with me in the process of drafting your document remains yours and will only be used for the purposes for which it has been provided.

14. *Confidentiality*

Trade secrets & my duty of care

During the drafting process, I understand that you will be sharing highly confidential information with me relating to your business and future plans, including trade secrets – and that this information may not be in the public domain. As a lawyer, I have a strict duty of confidentiality. Any information that you share with me may only be used for your benefit. It cannot be shared or disclosed to any third party without your express permission. The

relationship between a lawyer and their client is a fiduciary one – this means that it is a relationship of extreme trust and confidence. I take my ethical duties extremely seriously, and I will not knowingly engage in any conduct that may compromise my integrity or professional standing.

Zoom recordings

I record any consultations we may have via Zoom. Recorded consultations are solely for my own records and will never be shared with anyone or used for any purpose, unless they are required by my insurer or professional standards board, which is extremely unlikely.

File storage & CRM

All files and notes are stored on a password protected computer. I use Streak and GSuite as my customer records management database and for all communication. You can read more about their security provisions here:

Gsuite - <https://gsuite.google.com/security/>

Streak - <https://www.streak.com/security>

My privacy policy

I manage and protect your personal information in accordance with my privacy policy: <https://www.carefreecounsel.com/privacy-policy/>. My privacy policy contains information about how you can access and correct the personal information I hold about you and how you can raise any concerns about my personal information handling practices. For more information, please contact me in writing.

Archives

On completion of the drafting process, I will retain electronic copies of your documents for 7 years (subject to potential technical failure, which could result in files being inadvertently destroyed earlier). Your agreement to these terms constitutes your authority for me to destroy the file after those 7 years. The authority does not relate to any documents which are deposited in safe custody which will, subject to agreement, be retained on your behalf indefinitely.

15. *Sending Material Electronically*

During the course of your matter we will send and receive documents to each other electronically. I commonly use Gmail, Google Drive, Acuity and Dropbox. My accounts with these programs are password protected, and I have investigated and have every confidence in the strength of their security provisions. I also maintain top quality internet security software on all my devices. I endeavor to use best-practice cyber-security principles at all times.

However, it is a fact of modern life that such transmissions may not be secure, and documents may be copied, recorded, read or interfered with by third parties while in transit. By accepting these terms, you release me from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document, for any delay or non-delivery of any document and for any damage caused to your system or any files.

16. *Returns Policy*

The drafting process requires a considerable investment of my time. I also offer a 100% satisfaction guarantee. That means I continue working with you until you tell me you are happy with your document, when I send the final versions.

You agree to give me a fair opportunity to deal with any concerns that you have. If you feel that the drafting process has not met your needs, please let me know immediately, or as soon as possible after receiving your invoice. If you do not notify me within 24 hours of receiving your invoice and final versions of your document that there is a problem, then I am entitled to assume that there is no problem, and the invoice becomes a debt that you must pay.

17. *Minor Problems*

A minor problem will have occurred if either of us are ill or unable to send reviewed documents back to each other within a reasonable time. I admit that at times, I get an unexpected influx of urgent work, or my family's needs intervene, and works in progress may

slip down the queue. If for any reason you feel that I am taking longer than is reasonable to review and return a document to you to progress it to the next stage, I ask that you reach out (gently please) by email, and remind me that you are waiting. I will then prioritise your work to the best of my ability, or negotiate a time frame for completion with you.

18. Major Problem

I consider it to be a major problem if you feel that a document that we have drafted together has flaws or is not suitable for your needs. I ask that you notify me of any issues immediately, and I will try to work with you to resolve any issues to our mutual satisfaction.

I take my obligations under Australian Consumer Law seriously and will do my best to address any issues that arise. However, even if there is a major problem, my liability is strictly limited to:

- providing the services again, or
- if I am unable to do so within a reasonable time, paying the cost of having the relevant goods or services supplied to you again.

19. Limitation of Liability

Subject to my obligations under Australian Consumer Law, I am not liable to you for any costs, loss, injury or damage that you or your business may suffer that is not directly attributable to my negligence or the negligence of my subcontractors.

You expressly agree that if this limitation of liability is unenforceable for any reason, my total cumulative liability for all causes of action of any kind shall not exceed the amount that you have paid to me under this Agreement.

20. Severability & Inclusion

If any part of this agreement is held to be void, illegal or unenforceable, it can be removed without affecting the validity, legality or enforceability of any other part of this agreement.

Where the words “including” or “includes” appear in this agreement, they mean “including (or includes) without limitation”.

21. Jurisdiction & Dispute Resolution

My main place of business is in New South Wales, Australia. This agreement is subject to the governing law of New South Wales.

Negotiation

If you have any issue or complaint arising out of these Terms of Purchase, and any ancillary Terms that accompany them (such as a Costs Disclosure and Costs Agreement, or DIY Pack Terms of Purchase), you and I agree to make a genuine effort to find a win/win solution and resolve the dispute through negotiation and discussion.

Mediation

If we are unable to resolve a dispute by negotiation and discussion within 21 days, we agree to proceed to mediation with the assistance of an independent accredited mediator, seeking online dispute resolution or mediation by telephone if either of us would need to travel for more than an hour to attend the mediation.

The mediator is to be appointed by agreement between us or, failing agreement within 21 days of the negotiation period ending, the person initiating the dispute will seek the appointment of a dispute resolution professional by the President of the Law Society of New South Wales or similar neutral authority.

We agree to share all the costs of mediation equally between us.

We agree that neither of us will commence legal action until, in the opinion of the independent mediator, the potential for negotiation and mediation have been exhausted.

Professional standards complaint

If we are unable to resolve a dispute by negotiation and mediation, you may access the complaints procedure offered by the Law Society of New South Wales here: <https://www.lawsociety.com.au/for-the-public/making-a-complaint>.

Respectful communication

We both agree that should we become involved in a dispute we will not engage in any public discussion about the issues, we will behave politely towards each other, and we will each act in good faith to refrain from any conduct or communication which might reasonably be expected to interfere with each other's business or personal interests.

22. Acceptance of these Terms

By continuing to instruct me, you agree that you have read and agree to be contractually bound by these terms and conditions. Please contact me immediately if you have any concerns. I have done my best to create a contract that cares for us both – so if you feel that anything here is unfair, I warmly invite you to propose a reasonable alternative.