



Terms of Purchase

Legal Document DIY Pack

Introduction

Thank you for purchasing my DIY Legal Document Pack (“DIY Pack”). Purchase of this DIY Pack is subject to the following Terms of Purchase. Please read them carefully. By continuing to use your purchase, you are agreeing to be legally bound by them. If you have any questions at all, please contact me: contact@carefreecounsel.com

Here are some further details that may help you to get in contact with me if you have any concerns.

Michelle Whitehead trading as Carefree Counsel

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

NSW Solicitor #: 58004

ABN: 91968443292

PO Box 438, South West Rocks, NSW 2570

Phone: 0436291346

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

This product is offered in compliance with Australian Consumer Law.

Content

The DIY Pack consists of:

- these Terms of Purchase
- the Worksheet provided as a fillable PDF
- the Blank Draft document (linked for you to download at the end of the Worksheet)

Payment Terms & Delivery

Payment is to be made through PayPal or by Direct Bank Deposit.

If you pay by PayPal, you will automatically be provided with a download page, and I will also send an email with follow up instructions and a Tax Receipt for your payment. If you pay by Direct Deposit, I will email your DIY Pack, Terms of Purchase and Tax Receipt to you within 24 hours of your payment clearing my account.

Make sure you keep your receipt as your purchase of the DIY Pack may be claimable as a business expense for tax purposes.

Payment plans

I am always happy to accept payment plans and offer you the convenience of spreading your payment over 6 months. 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 for upgrade options over \$825 including GST). If you have not received a cost disclosure agreement, these Terms continue to apply. Payment plans and my fees may be amended by email between us.

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

The first month's instalment is due BEFORE I send you your DIY Pack documents.

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.

Accountability Action Sessions

It is important to me that you actually USE your DIY Pack. Many people who purchase a DIY Pack experience subconscious resistance, procrastination or struggle to schedule time to complete their DIY Packs or Worksheets – much as they want to get them done. I know the DIY Packs can feel a little bit overwhelming, which is why I offer a free 1 hour Accountability Action Session with every DIY Pack purchase. There may be up to 3 other people who are also working on their DIY Packs on the call.

This call is an opportunity to ask me questions, pick my brain and get my support so you don't get stuck wondering what you are supposed to write. Some people like to book their session at the start for co-working accountability to help them stop putting the project off and get writing. Others fill out as many questions in the Worksheet as they can, and then book a session so I can help fill in the blanks where they didn't know what to write. Others power through the whole process and bring their first drafts to the session, so they can finalise any areas of concern or uncertainty. Basically, I go around and around the circle answering questions – and if we run out of questions, I sit and read my book while you keep working on your document, so I am there to help if you need me.

Please note that during this session I do NOT review your draft – if you would like me to edit, proofread and sign off on your finished document, that is a separate legal service, the DIY+Review Upgrade (see below). The Accountability Action Session is NOT a legal service – I am providing generalised information without a full knowledge and understanding of your business. It is designed solely to support you doing the work yourself through the DIY process. You will receive several reminders with your booking link (note this link is ONLY valid if you have purchased a DIY Pack. You may book one session for each DIY Pack you purchase (so for example, if you purchased a Website T&Cs DIY Pack and a Privacy Policy DIY Pack, you are entitled to book 2 sessions which you can use however and whenever you want: <https://michellewhitehead.as.me/AAS-DIYpack>).

Those who have taken advantage of this Accountability Action Session have found it very effective. If you would like further 1:1 Accountability Action Sessions, you can purchase them for \$165 each: <https://michellewhitehead.as.me/AAS-paid>.

Participating in an Accountability Action Session, whether free or paid, does not change the information below regarding our legal relationship.

Disclaimer

This DIY Pack has been prepared by analyzing a wide range of contracts and legal precedents, distilling out the most important contents and reducing them to questions that you can answer in your own words. By completing the worksheet, you answer all of the questions that a lawyer would generally ask you when taking instructions to prepare your contract or legal document for you.

A contract is a name for an agreement that is intended to be legally binding. It requires that there be an offer and an acceptance (such as an offer to provide services in return for payment) and that creates clear and certain rights and obligations. These Terms of Purchase, for example, form a contractual agreement between us. I am offering to provide my DIY Pack to you, and by making your payment, you are accepting that offer under the terms set out in this document.

My intention in offering this DIY Pack is to assist you in drafting an agreement that is tailored to your unique business in a way that is not possible when using a generic template. It will also be written in the friendly and approachable language that your clients expect from you instead of the formal, difficult to read legalese of traditional contractual templates. This DIY Pack also gives you the freedom to make your agreement wholly your own, using your answers in the worksheet as a starting point.

I have taken every care to provide valuable information in this DIY Pack, but as it is a lower-cost product purchase (when compared with my DIY + REVIEW, DONE FOR YOU or VIP Drafting legal services) it is a condition of purchase that you understand I cannot be held responsible for the use that you make of the information provided. You are purchasing this

DIY Pack as a product, not a service and NO legal solicitor/client relationship between us is formed through your use of the DIY Pack. You use this DIY Pack at your own risk, understanding that I provide no guarantee of fitness for purpose and I have no responsibility for any problems, issues, disputes or financial losses that arise as a result of your use of the DIY Pack. In order to rely on the protection of legal advice specific to your situation, you must upgrade to either my DIY + REVIEW, DONE FOR YOU or VIP service. To be clear, I use these DIY Packs myself when I am drafting documents for my own business, so I believe they contain everything needed to produce a quality legal document, but if you have not asked me to review or draft the end document that you have created, I am not responsible if it does not do what you want it to.

Use this DIY Pack with care

If you are confident with written English, answer all of the questions thoroughly and use the worksheet as a prompt for really thinking about how your business operates and the kind of boundaries you need to put in place to protect yourself, your business, and your clients or visitors to your website, then the document you draft using this DIY Pack should serve you well. The worksheet is comprehensive and I have tried to thoroughly cover the requirements of a generic online business without making it so long as to be unusable.

However, it is a fact of legal life that generalized information – even when supported by a lawyer – will never be a substitute for specialist legal advice tailored to your individual circumstances. Please note that because I have not seen the final document, there is no guarantee of the legal or commercial effectiveness of your final agreement. By purchasing the DIY Pack, you understand that you are taking full responsibility for the end document that you create. You choose to rely on this DIY Pack at your own risk.

I am available for limited support in your Accountability Action Session if you find anything in the DIY Pack that you do not understand or if you need help finding the right words to say what you mean. My responses in these sessions are generally given quickly, in an off-the-cuff manner that is not a substitute for the thorough analysis and attention I give a

document when providing a Review, Done for You or VIP service. It is an essential condition of purchase that you understand and agree to this limitation.

An alternative offer may suit you better

This DIY Pack is NOT suitable for you if your business is complex or where there are high stakes involved. That means where people are trusting you with a lot of money or where your products or service pose a significant risk to their wellbeing. It is also not suitable if you are not proficient at writing quality copy for your website. If you are allergic to proofreading or editing, or are not confident in your drafting skills then I very strongly urge you to upgrade to a Review or have me draft the document for you! If finances are an issue, please ask me about my flexible payment plans. Base prices for all upgrade services are listed on my Contracts that Care page: <https://www.carefreecounsel.com/contractsthatcare/>. Further information about the upgrade options is set out below.

Time frames for drafting upgrades

If you wish to upgrade to a Review, Done for You or VIP service, the anticipated turnaround is 4-6 weeks for receiving your first draft.

IMPORTANT NOTE: 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.

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%

DIY+REVIEW Upgrade

If you are not confident that your draft meets the unique needs of your business, you would like to know that your document ticks all of the legal requirements, or you would like greater assistance with refining your language to ensure your message is clear, I suggest upgrading to a DIY + REVIEW service.

To request a review, when you have completed your first draft according to the instructions in the document, please email it back to me at: contact@carefreecounsel.com.

Within 4-6 weeks after I receive your first draft, unless you have agreed to an urgency fee, I will email you a revised second draft in PDF format. This draft may contain highlighted areas or questions that require clarification.

You respond to my questions and notify me of any further changes or amendments you require. The email correspondence will continue until you are 100% satisfied with your document.

When you confirm your satisfaction, I will email you a final draft of your agreement, in both PDF and .doc format, and my Tax Invoice for the Review, payable within 14 days. If you have requested a payment plan, however, you will receive the invoice for your first instalment when I receive your document, and monthly after that.

DONE FOR YOU Upgrade

Alternatively, if you are finding that the words are not flowing and you need more assistance with turning your worksheet answers into a polished contract that reflects the beautiful presence of your business, my DONE FOR YOU service is available.

To request my Done for You service, when you have answered all the questions in the fillable PDF worksheet, please email it back to me at: contact@carefreecounsel.com.

I will send you a confirmation of receipt and if the cost of the service is over \$825, I will also send you my formal cost disclosure agreement. If you have not received a cost disclosure agreement to sign, then these Terms continue to apply to your upgrade.

I will send you a first draft within 4-6 weeks after receiving your worksheet, unless we have agreed to an urgency fee. This draft may contain highlighted areas or questions that require clarification.

You respond to my questions and notify me of any further changes or amendments you require. The email correspondence will continue until you are 100% satisfied with your document.

When you confirm your satisfaction, I will email you a final draft of your agreement, in both PDF and .doc format, and my Tax Invoice for the Review, payable within 14 days. If you have requested a payment plan, however, you will receive the invoice for your first instalment when I receive your worksheet, and monthly after that.

VIP Service Upgrade

If you don't enjoy DIY, don't have the time to fill in the Worksheet for yourself or just prefer to outsource the paperwork, my VIP service may suit your needs.

To request a VIP Upgrade, start by buying the DIY Pack you need. Please take some time to familiarize yourself with the questions in the worksheet by reading through them, then email me at contact@carefreecounsel.com to request your VIP upgrade.

If the cost of the service you have requested is over \$825, I will send you my formal cost disclosure agreement. If you have not received a cost disclosure agreement to sign, then these Terms continue to apply to your upgrade. I will also send you a link to schedule our VIP Instruction Interview.

I will send you a first draft within 4-6 weeks after our interview, unless we have agreed to an urgency fee. This draft may contain highlighted areas or questions that require clarification.

You respond to my questions and notify me of any further changes or amendments you require. The email correspondence will continue until you are 100% satisfied with your document.

When you confirm your satisfaction, I will email you a final draft of your agreement, in both PDF and .doc format, and my Tax Invoice for the Review, payable within 14 days. If you have requested a payment plan, you will receive the invoice for your first instalment after our instruction interview, and monthly after that.

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/>

International Use

This DIY Pack is designed for use in Australia only. It can easily be adapted for New Zealand, but make sure you tell me that in your Accountability Action Session so I can make some suggestions about how you might like to adjust the wording.

DIY Packs may potentially be usefully adapted for international use and are generally suitable for Australians dealing with international clients. If you are not an Australian business and you wish to use the DIY Pack, I strongly recommend having your draft agreement reviewed by a local lawyer in the country where you have your main place of operations. If you have any concerns about this, please contact me before proceeding.

Testimonials & Results

Any testimonials and promised results that may have influenced you in making this purchase are based on my experience and those of my previous clients. They are not guarantees that anyone else will achieve the same results.

After you have completed your DIY Pack, 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.

Intellectual Property

The worksheet provided in the DIY Pack is copyright and remains my intellectual property. You may use it only for its intended purpose – which is drafting your own agreement for use in your business. The DIY Pack cannot be shared or otherwise made public. I trust that you will respect the time, effort, knowledge and skill that has gone into creating it for your benefit. Thank you! Under no circumstances should you allow someone else to copy the document you have drafted and use it in their business. This is legally, ethically and energetically wrong. Encourage them to invest in creating a document that is beautifully tailored to their unique business, instead of stealing yours.

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.

Returns Policy

If you change your mind about purchasing this DIY Pack, I offer a refund if you notify me in writing of your decision within 7 days of making your payment. You must immediately delete or destroy any copies of the DIY Pack that you have made in whatever format.

An administrative fee of \$27.50 will be deducted from your refund. If you paid for your DIY Pack by PayPal, the PayPal fees will also be deducted. If you paid by EFT, you will need to provide me with your account details before your refund can be processed.

After 7 days, you are no longer entitled to a refund if you change your mind. Please contact me to discuss whatever problem you are having with the DIY Pack and I will attempt to negotiate a win/win solution.

Minor Problems

A minor problem will have occurred if any of the documents provided to you cannot be opened on your system. In this situation, I will work with you to provide the DIY Pack in a format that you can access within 7 days of you notifying me of the problem.

Major Problem

I consider it to be a major problem if you are unable to use the DIY Pack for its intended purpose. In this event, please book a free 30-minute consultation with me to discuss the difficulties that you are having and to work out whether we can fix the problem within a reasonable time. If I determine in that consultation that the DIY Pack is unfit for its stated purpose or creates an unsafe situation for your business, I will offer you a choice of a full refund OR an upgrade to a DIY+REVIEW or DONE FOR YOU service. If I determine that the problem is my fault, I will offer any upgrade at half the current price of those services.

You can book your consultation here: <https://michellewhitehead.as.me/30m>

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.

If you have any issue or complaint arising out of your use of this DIY Pack or these Terms of Purchase, you agree to communicate with me with the intention of making a genuine effort to seek a win/win solution and trying to resolve the dispute in good faith through negotiation and discussion. Please email me at contact@carefreecounsel.com and expect a response within 2 business days.

The mediator is to be appointed by agreement, or failing agreement within 14 days of the negotiation period ending, I will provide you with contact details for at least 2 appropriately qualified, neutral mediators (having first confirmed their availability), and you must select one of them within 48 hours of receiving the nominations. All costs of mediation must be shared equally. If our places of business are more than 100kms apart, this mediation is to be conducted online or by telephone conference. We agree to share the costs of mediation equally.

It is a condition precedent to the right of either of us to commence litigation other than for urgent interlocutory relief that we have first offered to submit the dispute to mediation. Litigation is to be considered a last resort and may not be commenced until, in the opinion of the accredited mediator, the potential for negotiation and mediation have been exhausted. This means that we won't try taking each other to court until we have done everything in our power to resolve the issues between us.

Regardless of where you live in the world, you irrevocably agree that if the dispute resolution processes fail, the courts of New South Wales, and the Commonwealth of Australia, will have exclusive jurisdiction.

If a dispute does arise, you agree with me that we will not engage in any public discussion about the issues. We will behave politely towards each other, and we will avoid any conduct or communication which might reasonably be expected to unreasonably interfere with any other person's business or personal interests.

Acceptance of these Terms

A link to these Terms of Purchase was provided above the button where you purchased your DIY Pack, along with the words: "Please read and ensure that you understand the Terms of Purchase before proceeding." I also send a copy of these Terms of Purchase with my confirmation of your purchase. When you purchase a DIY Pack, these Terms of Purchase become a legally binding contract between us. Please contact me immediately if you have any questions or 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 BEFORE you purchase your DIY Pack.

I hope that you enjoy using your DIY Pack and find creating legal documents from the heart of your business to be a useful, enlightening and empowering experience.