



Terms of Engagement

This document together with our Engagement Letter and, where applicable, any subsequent letter of confirmation or variation, forms the contract ("Contract") between LeaseMap Pty Ltd, of Level 2, 300 Murray st, Perth WA 6000, Email: enquiry@leasemap.com.au, Tel: 1800 537 733 (referred to as "LeaseMap", "we", "us" and "our") and our client (referred to as "you" or "your").

In the event you are engaging us on behalf of members of your organisation or group ("participating members"), these terms and conditions shall apply equally to those participating members, who shall also be our "client" for the purposes of these Terms of Engagement. The terms "you" and "your" in these Terms of Engagement shall apply equally to participating members and we will make available a copy of these Terms of Engagement when they engage us. You are also welcome to forward a copy of these Terms of Engagement to your members.

The terms defined in the Engagement Letter or any subsequent letter of confirmation or variation have the same meaning in these Terms of Engagement.

1. SERVICES AND ADVICE

- 1.1 The work you require us to do on your matter(s) is as specified in our Engagement Letter and any subsequent letter of confirmation or variation (the "Services").
- 1.2 Our engagement by you (the "Engagement") will be taken to have been accepted and/or scope accepted or extended where you continue to instruct or request advice or Services from us, whether verbally or in writing (including by email). It is not incumbent on us to continually reissue Engagement Letters with a new scope nor advise you that such a new scope exists.
- 1.3 Our work will be based solely on the information provided, the circumstances made known to us and the assumptions set out in our correspondence. We rely on you bringing to our attention as soon as possible any changes in the information as originally presented as it may impact on our advice.
- 1.4 The scope of our Services is limited to the work specified in our Engagement Letter. Unless expressly stated otherwise in the Engagement Letter, the Services provided do not constitute tax advice, financial advice nor legal advice.
- 1.5 While we shall endeavour to identify potential issues to the best of our ability, we shall not accept responsibility for matters not reasonably identifiable from the information provided to us as part of this Engagement.
- 1.6 Where we are engaged to provide reports or data, you are responsible for the reliability, accuracy and

completeness of all material and relevant information you provide to us.

- 1.7 Any advice provided by us during this Contract is only our opinion based on our understanding of available information, the current law, administrative practice and our knowledge of your circumstances.
- 1.8 During the course of the Contract and subsequent to it, we may give oral advice in meetings and over the telephone. After a more detailed consideration of the matters discussed, we may amend the view we expressed, but are under no obligation to inform you of this. Accordingly, if we provide any oral advice, we suggest you should seek from us written confirmation of the same.

2. REPORTING

- 2.1 We will report to you in accordance with the terms set out in the Engagement Letter. You may make copies of any reports for your own internal use, but you must not provide the report or copies of it to any third party without first obtaining our written consent. Such consent will only be granted on the terms we deem appropriate which will include that we accept no duty or responsibility to any other party who may seek to rely on our report. In some cases, appropriate releases from third parties may be required.

3. CONFIDENTIALITY / PRIVACY STATEMENT

- 3.1 Our Privacy Policy can be found at:
https://www.leasemap.com.au/assets/legal/privacy_policy.pdf
- 3.2 We and our agents protect your personal information according to the Australian Privacy Principles and their guidelines, the *Privacy Amendment (Private Sector) Act 2000*, our firm's Privacy Policy and the following additional Privacy Statement.
- 3.3 You acknowledge that while we recognise your information (whether or not it represents Personal Information) is confidential information, you agree that we may de-identify your information (by removing any particular client identifying information) and utilise such de-identified data for the purposes of benchmarking, trend analysis, business and marketing purposes and/or aggregated analytical processing and repurposing.
- 3.4 We retain the personal information that you or your agents provide to us. At the conclusion of your matter, we will retain this information unless otherwise agreed.
- 3.5 The information we retain includes your contact and financial details as well as other information or documentation relating to your matter(s).

- 3.6 We predominantly retain information and documentation in electronic format. If we retain information and documentation in physical form, it will be held securely.
- 3.7 We maintain the electronic information on secure, local computers and offsite (e.g. 'cloud') third-party servers located within Australia and overseas. Those local computers and third-party servers are protected by encryption, firewalls and anti-virus technologies.
- 3.8 Our employees may access your personal information in order to maintain your matter.
- 3.9 You may access any personal information we hold about you relating to your matter. You may request that we amend your personal information. Such request may be made in person or in writing.
- 3.10 We retain your personal information for a minimum of seven (7) years. After seven (7) years we may delete or destroy such information or documents containing such information at our discretion. Material held in safe custody is retained indefinitely.

4. INFORMATION

- 4.1 You agree to provide in a timely fashion all information and documents reasonably required to enable us to provide the Services. Unless otherwise stated in the Engagement Letter or any other subsequent correspondence from us, we will not independently verify the accuracy of such information and documents and we will not be liable for any loss or damage arising from any inaccuracy or other defect in any information or documents supplied by you. We will take reasonable steps to ensure the accuracy of your personal information as set out in our Privacy Policy.
- 4.2 You will ensure that information supplied by you or on your behalf, to the best of your knowledge and belief, is not false or misleading and does not omit material particulars.
- 4.3 In the course of providing the Services we, at our discretion, may use the resources, knowledge and information of third-party service providers in Australia and overseas. Information, which may include personal information, may be required to be transferred to such parties. You consent to such transfer.
- 4.4 Our Privacy Policy sets out how we collect, hold, use and disclose your personal information. It further sets out procedures for accessing and correcting your personal information. We collect, hold, use and disclose your personal information for the following reasons:
- (a) to review your ongoing needs;
 - (b) to enhance customer service and product options;
 - (c) to provide information and opportunities that we may believe are relevant to your needs;
 - (d) to respond to your requests or queries;
 - (e) for administrative purposes;
 - (f) to conduct surveys and seek your feedback; and

- (g) to meet any regulatory requirements.

For further information, please review our Privacy Policy at:

https://www.leasemap.com.au/assets/legal/privacy_policy.pdf

5. FEES AND PAYMENT (where applicable)

5.1 How fees will be calculated

- (a) Fees for the Services will be charged on the basis set out in the Engagement Letter. Where the letter does not state the basis on which our fees will be charged, our fees will reflect time spent and such other factors as complexity, monetary values involved, specialist input required and the urgency of the matter. Goods and Services Tax ("GST") at the prevailing rate will be added to and forms part of our fees.
- (b) Our total fees or hourly rates and, where applicable, out of pocket expenses (our "Billings") are based on the currently applicable GST rate (except where we have assessed that the Services to be provided GST free). If this GST rate changes, our Billings will be adjusted to reflect the change.

5.2 Payment of Invoices

- (a) Unless specifically agreed otherwise, your obligation to pay us fees and expenses to which we are entitled, will not arise until we have issued an Engagement Letter to you that you have signed and/or when a fee account is issued to you. Where you have not signed the Engagement Letter, but continue to instruct us, then you will be taken to have accepted the terms and conditions of the Engagement Letter issued to you and these Terms of Engagement.
- (b) We will invoice you on an ongoing basis, as outlined in the terms of engagement, but we may issue invoices more or less regularly depending on the nature of the work being performed.
- (c) Where not specifically set out in the Engagement Letter, all invoices will be due for payment either prior to the report(s) being issued or within fourteen (14) days of the date the invoice is issued and, if you provide us with your credit card details, you also expressly agree for us to debit our invoiced fees from that card if any of our invoices are more than fourteen (14) days' overdue.
- (d) Title to work will remain with us until full payment for the assignment is received. We do not provide credit and will not deliver work on assignments until full payment is settled.
- (e) Payments by credit card will attract a service fee equivalent to the effective merchant fee levied by the card issuer.
- (f) Our general payment account details are shown on all our invoices.

5.3 Late payment

- (a) If you have not paid our invoice within thirty (30) days of receiving it, we are entitled to institute proceedings to recover our fees and disbursements that you owe us, and you will be liable for all our additional legal costs and disbursements for any such recovery action.
- (b) You agree to pay us interest calculated monthly in arrears at a rate of ten percent (10%) on any monies outstanding after thirty (30) days of your receipt of our invoice.

6. INTELLECTUAL PROPERTY

- 6.1 Intellectual property rights in all documentation, systems, materials, data, methodologies and processes brought to the assignment or created in the course of the assignment shall remain and be vested in us.
- 6.2 You acknowledge the confidential nature of, and the technology and proprietary design of our Services and documentation associated with our Services; including, but not limited to, reports, documentation, materials, videos, audio files, blogs, processes, procedures, marketing materials, forms, trademarks, instructions, operating manuals and other information.
- 6.3 You shall not copy or cause to be copied or disclosed any details of such technology, design, procedure, items or any confidential information to a third party.
- 6.4 You grant us a non-exclusive, royalty free, irrevocable license to use of any material and data you supply to us in connection with this Agreement and the Services.
- 6.5 Your obligations under this entire paragraph 6 shall survive the termination of this Contract.
- 6.6 Nothing in this Contract assigns, transfers or grants a licence to any person over or in relation to pre-existing intellectual property rights owned by us or a third party.
- 6.7 You agree not to (whether directly or indirectly, or procure or knowingly allow another person) copy, alter, modify, reverse engineer, decompile, disassemble or in any other way interfere with any of the following:
 - (a) any of our Services;
 - (b) any of our other services or documentation or both;
 - (c) our intellectual property (including any existing or new intellectual property).
- 6.8 You agree not to disclose to third parties, any confidential or proprietary information arising or disclosed pursuant to this Contract or the provision of the Services (including information not generally known to the public, such as without limitation technical, development, marketing, sales, operating, performance, cost, know-how, business and process information or computer programming techniques).

7. TERM AND TERMINATION

7.1 Commencement date

This Contract will apply from the commencement date stated in the Engagement Letter, if any, or where no commencement date is specified, from the date of acceptance of the Contract as specified in the Engagement Letter.

8. NON-EXCLUSIVITY

- 8.1 We will not be prevented or restricted by anything in this Contract from providing services for other clients.

9. OUR STANDARDS AND LIABILITY

9.1 Standard of Service

We aim at all times to provide you with the highest standard of professional service. If for any reason you feel you have not received the service expected, please contact us to discuss.

10. INDEMNITY AGAINST THIRD PARTY LIABILITY

- 10.1 You shall indemnify and hold harmless us, our directors, employees, associates and contractors from and against any loss, expense, damage or liabilities (or actions that may be asserted by any third party) that may result from any third party claims arising out of or in relation to the provision of the Services or any use by you of any deliverable item under this engagement and will reimburse us for all costs and expenses (including legal fees on a solicitor client basis) incurred by us in connection with any such action or claim.

11. GENERAL

- 11.1 You expressly agree that, upon your receipt of these Terms and Conditions and the Engagement Letter, any instructions (verbal or written) then received by us from you for the provision of any of our Services (including but not limited to: telephone attendances, meetings, emails, documentation review and/or preparation etc) will constitute formation of an agreement between us and you and your acceptance of this Contract.
- 11.2 Any advice we give you is based on rental information and the law and practice that is current at the time we give such advice and we are not obliged to notify you at a later date of any subsequent changes to the rental market, law or practice. If you leave documents with us for whatever reason this does not create an obligation on us to monitor those documents and advise you of changes in the law or practice which may affect you.
- 11.3 If there is more than one of you:
 - (a) you agree that each of you are authorised to instruct us on behalf of all of you, unless you have all specified that we must receive individual instructions or authorisations from each of you; and
 - (b) you agree that you are jointly and severally liable to pay our fees and disbursements under this Contract.
- 11.4 If:

- (a) you are an industry or professional association and have agreed to pay our fees on behalf of your members, then you are liable to us for your fees and disbursements under this Contract as detailed in our Engagement Letter;
 - (b) you are an industry or professional association and have agreed to pay a portion of our fees direct and your members have agreed to pay the remainder of our fees, then each of you are liable to us for those portions of your fees and disbursements under this Contract as detailed in our Engagement Letter;
 - (c) you are a member of an industry or professional association and have agreed to pay a portion of our fees direct and your industry or professional association have agreed to pay the remainder of our fees, then each of you are liable to us for those portions of your fees and disbursements under this Contract as detailed in our Engagement Letter;
 - (d) you are accessing our Services directly, then you are liable to us for your fees and disbursements under this Contract as detailed in our Engagement Letter.
- 11.5 You will not, for the duration of this Engagement and for a period of one (1) year following termination of this Engagement, hire, engage, solicit, employ or contract the services of any of our employees, contractors, or any other persons involved on our behalf in providing the Services to you.
- 11.6 You acknowledge our copyright in all documents prepared by us and that they must not be reproduced or used otherwise without our prior written permission, which may be withheld in our absolute discretion.
- 11.7 We may do work for you before the commencement date of the Contract. This Contract also covers that work.
- 11.8 This Contract comprising these Terms and conditions and any Engagement Letter or subsequent letters, if any, is the entire agreement and it is your right to seek independent legal advice in relation to this Contract. This Contract may only be amended in writing by you and us.
- 11.9 If any part of this Contract is void or voidable then the remaining parts remain enforceable.
- 11.10 While we are acting as your agent you indemnify and hold us harmless from any loss or damages.
- 11.11 The laws of Western Australia apply to this Contract.
- 11.12 In the event of any inconsistency between these Terms of Engagement and the Engagement Letter, the Engagement Letter will take precedence as to that inconsistency.
- 11.13 Neither party may, nor have the power to, assign or otherwise deal with its rights or obligations under this Contract without the prior written consent of the other party, except that we may without consent assign or novate this Contract to a successor of our business to which this Contract relates.
- 11.14 Should circumstances change and we are no longer permitted to provide a service to you because of rules or legislation, we reserve the right to:
- (a) vary our Engagement Letter so that we and you would not be in breach of such rules or legislation; or
 - (b) terminate the relevant Services.
- 11.15 Where an engagement is terminated for these reasons, you will pay for all Services provided up to the date of termination.
- 11.16 Neither of us will be liable to the other for any delay or failure to fulfil their obligations under this Contract to the extent that any such delay or failure arises from causes beyond their control, including but not limited to fire, floods, acts of God, acts of regulations of any governmental or supranational authority, pandemic, epidemic, quarantine, war, riot, terrorist activities, strikes, lockouts and industrial disputes; but does not include a party's financial inability to perform its obligations under this Contract.
- 12. COMMUNICATIONS & NOTICES**
- 12.1 During our performance of the Services we may wish to send messages and/or documents to each other by email. As email carries with it the possibility of inadvertent misdirection, or non-delivery of confidential material, unless you notify us otherwise you consent to the use of email in accordance with this paragraph 12.
- 12.2 Where messages are sent by email, we will adopt the following procedures and require you to do likewise:
- (a) If sending a confidential email message, the sender will indicate if a response is not wanted in an electronic form. All risks connected with sending by email commercially sensitive information relating to your business are borne by you and are not our responsibility. If you do not accept this risk, you should notify us in writing that email is not an acceptable means of communication.
 - (b) Both parties will carry out procedures to protect integrity of data, in particular, it is the recipient's responsibility to carry out a virus check on any attachments before launching any documents, whether received on disk or otherwise.