



Law Society Trust Accounting Online

A simple cost effective solution to enhance efficient practice management

APPLICATION FORM

This service is only available to Firm Members. A Firm Member is a law practice where at least 75% of its Legal Practitioners are Members of the Law Society.

Contact Details

Name of Legal Practice

Street address

Postcode

Postal address

Postcode

Telephone

Email

Facsimile

The following contact details will be used to advise of maintenance, system upgrades, downtime and variations to the Terms and Conditions

Name of contact person

Contact email address

This program is proudly supported by:



Level 3, 153 Flinders Street, Adelaide SA 5000

T 8139 1111

F 8139 1100

W www.nexiaem.com.au

User and Administrator Details

Administrators

Administrators have "Read and Record" access. The law practice can nominate up to five administrators who will be authorised to request amendments and changes to the account in writing (e.g. request access for a new user, change contact details, cancel access for a user)

Users

The law practice can list up to twenty users who will require a user ID and login.

External Examiners

The law practice can also register the details of the external examiner appointed by the law practice to conduct an external examination of the customer's trust records. External Examiners should have "Read Only" access.

DETAILS OF USERS						TYPE OF ACCESS			
						<i>*Please tick one box only</i>			
No.	First Name	Middle Initial	Surname	Date of Birth	Email Address	Admin- strator	Read & Record	Read Only	External Examiner
1.						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16.							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17.							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19.							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Payment

Customer Setup Fee: All accepted applications incur a setup fee of \$99 (GST inclusive)

PLUS, please select one option (GST inclusive):

Monthly payments of \$49.50

Monthly credit card debit processed on 1st business day of each month

Annual Payment of \$500

Invoiced with annual membership renewals. On account setup the annual fee will be charged prorated

PLEASE DEBIT MY CREDIT CARD FOR THE CUSTOMER SETUP FEE: \$99 (GST INCLUSIVE)

PLEASE DEBIT MY CREDIT CARD FOR THE PRORATED ANNUAL FEE: \$_____

PLEASE DEBIT MY CREDIT CARD ON THE 1ST BUSINESS DAY OF EACH MONTH FOR THE SUM OF \$49.50

Credit Card Details

Mastercard Visa

Card Number Expiry Date /

Name on card _____

Signature of cardholder _____

Please sign the last page at the Terms and Conditions and return the completed document to taol@lawsociety.sa.asn.au

For any queries, please call the Law Society on 8229 0201.

LSSA Trust Accounting Online Terms and Conditions

The following terms and conditions govern access to and use of LSSA Trust Accounting Online.

1. Definitions and Interpretation

1.1 In these terms and conditions:

“Business Hours” means from 9.00am to 5.00pm Australian Central Standard Time on Mondays to Fridays but excluding any day that is a proclaimed public holiday in the State of South Australia;

“Commencement Date” means five (5) business days after the day the LSSA receives from the Law Practice:

- a. the Setup Fee; and
- b. these terms and conditions signed by or for the Customer;

“Customer” means either —

- a. a Law Practice which is an Incorporated Legal Practice; or
- b. a partner of a Law Practice; or
- c. a Principal of a Law Practice —
with a Customer Account;

“Customer Account” means the Customer account established by the LSSA to enable the Customer to access and use LSSA Trust Accounting Online;

“Customer Data” means data uploaded to, transferred through, processed or entered into LSSA Trust Accounting Online by the Customer or a User;

“External Examiner” has the same meaning as it has in the *Legal Practitioners Act 1981 (SA)*;

“GST Act” has the same meaning as it has in *A new Tax system (goods and services Tax) Act 1999 (Cth)*;

“GST” has the same meaning as it has in the GST Act;

“Incorporated Legal Practice” has the same meaning as it has in the *Legal Practitioners Act 1981 (SA)*;

“Initial Term” means the period of one (1) year from the Commencement Date;

“Law Practice” has the same meaning as it has in the *Legal Practitioners Act 1981 (SA)*;

“Laws” means statutes, statutory rules, regulations, instruments and by-laws in force from time to time;

“Licence” means the licence granted under sub-clause 2.1;

“Licence Fee” means the fee payable by the Customer under sub-clause 5.2;

“LSSA” means Law Society of South Australia

“LSSA Investigator” has the same meaning as Investigator has in the *Legal Practitioners Act 1981 (SA)*;

“LSSA Trust Accounting Online” means the web-

based trust accounting software application initially developed by the Law Institute of Victoria and modified by LSSA under licence to enable Law Practices to record all trust money transactions that a Law Practice is required to record pursuant to the *Legal Practitioners Act 1981 (SA)* and *Legal Practitioners Regulations 2014 (SA)*;

“LSSA Trust Accounting Online Team” means the group of LSSA employees who are from time to time directed by the LSSA to manage the provision of LSSA Trust Accounting Online and the Services to all customers and users;

“Firm Member” means a Law Practice where 75% of its Legal Practitioners are Members of the LSSA.

“Principal” has the same meaning as it has in the *Legal Practitioners Act 1981 (SA)*;

“Renewal Term(s)” means successive periods of one (1) year each following the Initial Term;

“Services” means the maintenance, support, Customer Data storage and other services provided by the LSSA in accordance with these terms and conditions;

“Setup Fee” means the amount of \$99.00 (inclusive of GST);

“User” means —

- a. a person employed or engaged by the Customer; or
- b. a partner of the Customer where the Customer is a Law Practice; or
- c. a principal of the Customer where the Customer is a Law Practice who the Customer has recorded on the Customer Account as being authorised to view and/or record Customer trust money transactions.

1.2 In these terms and conditions, headings are for convenience of reference only and do not affect interpretation.

1.3 In these terms and conditions, the singular includes the plural and vice versa.

1.4 These terms and conditions must be interpreted so that they comply with all Laws applicable in South Australia. If any term or condition does not comply with any Law, then the provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the other terms and conditions.

1.5 The Laws of South Australia apply to these terms and conditions.

2. Licence

2.1 Subject to these terms and conditions, the LSSA grants to the Customer a non-exclusive, non-transferable licence to access and use LSSA Trust Accounting Online via the Internet during the Initial Term. This Licence enables the Customer to record, view print, download and export Customer

Data.

- 2.2 Unless the Customer provides at least one (1) month's written notice to the LSSA prior to the expiry of the Initial Term or any subsequent Renewal Term that the Customer does not wish to renew the Licence, the Licence will be automatically renewed for subsequent Renewal Terms.

3. Licence Limitations

- 3.1 The Customer may allow Users to access and use LSSA Trust Accounting Online in accordance with these terms and conditions. Subject to sub-clause 3.2, the maximum number of Users that may access and use LSSA Trust Accounting Online under the Licence must not at any time exceed:
- twenty (20) where the Customer is an Incorporated Legal Practice; or
 - nineteen (19) where the Customer is the principal or partner of a Law Practice.
- 3.2 If the Customer requires an increase in the maximum number of Users that may access and use LSSA Trust Accounting Online, the Customer must request from the LSSA a quotation for additional fees payable by the Customer in respect of the Customer's required increase. The maximum number of Users will increase after the Customer confirms in writing to the LSSA that the Customer accepts and agrees to pay the additional fees specified in the quotation.

4. Accessibility

- 4.1 The Customer acknowledges that:
- there are minimum system requirements for LSSA Trust Accounting Online which are available at <https://ta.lawsociety.sa.asn.au>, and that the Customer and Users may not be able to access or use LSSA Trust Accounting Online if the system which the Customer or User is using does not meet any of or all of the minimum system requirements;
 - access and use by the Customer and Users of LSSA Trust Accounting Online will be via the Internet only, and that the Customer and Users may not be able to access or use LSSA Trust Accounting Online if the Internet connection used by the Customer or User is deficient, interrupted or unavailable for any reason.

5. Fees

- 5.1 The Customer must pay the Setup Fee at the time of applying for an account to access and use LSSA Trust Accounting Online.
- 5.2 The Customer must pay a licence fee for the Licence. The licence fee will be —
- \$49.50 (inclusive of GST) per calendar month if paying monthly; or
 - \$500.00 (inclusive of GST) per year if paying annually —
- which is to be paid by the Customer on the first

day of the period.

- 5.3 If the Commencement Date of the Licence is on a day other than the first day of a calendar month the Customer must pay an appropriate apportionment of the Licence Fee for that month.
- 5.4 If any portion of the Licence Fee is not paid within fourteen (14) days of the due date the Customer must pay a late payment fee of \$15.00 for each late payment in addition to the Licence Fee.
- 5.5 The Customer must pay on the first day of each calendar month any additional fees that the Customer has agreed to pay pursuant to sub-clauses 3.2.
- 5.6 The Customer acknowledges and agrees that if paying monthly, all fees payable by the Customer pursuant to this clause 5 will be debited from the Customer's nominated credit card account.
- 5.7 The LSSA may at its sole discretion increase any fees payable by the Customer, including but not limited to the Licence Fee. The LSSA will provide to the Customer two (2) months' notice of any increase in fees. This sub-clause 5.7 will not apply during the Initial Term.

6. Maintenance

- 6.1 The LSSA will carry out routine system maintenance of LSSA Trust Accounting Online outside of Business Hours. The LSSA will notify the Customer by electronic mail to the Customer's nominated electronic mail account of the proposed routine maintenance at least one (1) week in advance.
- 6.2 The LSSA may carry out emergency system maintenance of LSSA Trust Accounting Online at any time. The LSSA will use best endeavours to minimise the period of emergency maintenance.
- 6.3 The Customer acknowledges and agrees that the Customer and Users may not be able to access or use LSSA Trust Accounting Online during periods of maintenance.

7. Modifications and Upgrades

- 7.1 The LSSA may effect modifications, upgrades and updates to LSSA Trust Accounting Online including but not limited to the design, technical specifications, operational method and systems of LSSA Trust Accounting Online.
- 7.2 Subject to sub-clause 7.3, the LSSA will effect routine modifications, upgrades and updates to LSSA Trust Accounting Online outside of Business Hours. The LSSA will notify the Customer by electronic mail to the Customer's nominated electronic mail account of a proposed modification, upgrade or update at least one (1) week in advance.
- 7.3 The LSSA may carry out emergency modifications, upgrades and updates to LSSA Trust Accounting Online at any time. The LSSA will use best endeavours to minimise the period required to effect the emergency modification, upgrade or update.

7.4 The Customer acknowledges and agrees that the Customer and Users may not be able to access or use LSSA Trust Accounting Online during periods of modification, upgrading or updating.

8. Backups

8.1 The LSSA will carry out Customer Data backups every twenty- four (24) hours.

8.2 The Customer acknowledges and agrees that any back up carried out by the LSSA pursuant to sub-clause 8.1 will not constitute a back-up copy for the purposes of regulation 18 of the *Legal Practitioners Regulations 2014 (SA)*.

9. LSSA Trust Accounting Online Services

9.1 The LSSA, through its LSSA Trust Accounting Online Team, will provide electronic mail and telephone support to the Customer during Business Hours, including in relation to:

- a. amendments to the Customer Account;
- b. the status of the Customer Account;
- c. the operation of LSSA Trust Accounting Online; and
- d. queries about Customer Data.

9.2 The Customer acknowledges and agrees that members of the LSSA Trust Accounting Online Team may access and view Customer Data in the course of providing electronic mail or telephone support to the Customer.

9.3 The Customer may access electronic mail support from the LSSA by forwarding an electronic mail request to:

taol@lawsociety.sa.asn.au

or any other electronic mail address nominated by the LSSA from time to time.

A telephone support number may be provided by the LSSA Trust Accounting Online Team if a member of the LSSA Trust Accounting Online Team considers that the Customer query cannot be addressed via electronic mail support.

10. Customer Obligations

10.1 The Customer must ensure that all details recorded in the Customer Account are correct and current, including but not limited to:

- a. the Customer's postal address;
- b. the Customer's telephone number;
- c. the Customer's nominated electronic mail address to receive electronic mail communications from the LSSA;
- d. the Customer's credit card number and details for the purposes of payment of fees and any penalties; and
- e. details of all Users and restrictions on User access.

10.2 The Customer must provide a copy of these terms and conditions to all Users, and ensure that all Users comply with all Laws and these terms and conditions.

10.3 The Customer and all Users must comply with all directions relating to LSSA Trust Accounting Online notified by the LSSA to the Customer from time to time by electronic mail, the LSSA Trust Accounting Online webpages or in any other manner.

10.4 The Customer and all Users must comply with all Laws and these terms and conditions in respect of:

- a. the Customer's access to and use of LSSA Trust Accounting Online;
- b. any User's access to and use of LSSA Trust Accounting Online; and
- c. the recording, amendment, deletion, retention and storage of Customer Data.

10.5 The Customer or any User must not access or use LSSA Trust Accounting Online in any manner that hinders or prevents access to or use of LSSA Trust Accounting Online by the LSSA, the Customer or other customers or users.

10.6 The Customer and all Users must ensure that usernames, identities and passwords obtained by the Customer in conjunction with establishment of the Customer Account are stored and used in a secure manner and cannot be accessed and used by any other person, body or corporation which is not expressly authorised to access or use LSSA Trust Accounting Online.

10.7 The Customer must notify the LSSA of any breach, potential breach or suspected breach of sub-clauses 10.1 to 10.6 (both inclusive).

11. Access to Customer data

11.1 Subject to sub-clause 11.2, the LSSA will use its best endeavours to ensure that Customer Data is kept free from access by unauthorised persons, bodies, corporations or other legal entities.

11.2 The Customer acknowledges and agrees that the LSSA Investigator and External Examiner is entitled under the *Legal Practitioners Act 1981 (SA)* to view, print, download or export Customer Data.

12. Suspension and Termination

12.1 The LSSA may at its sole discretion suspend the Customer Account with immediate effect where:

- a. the Customer does not pay the Setup Fee, the Licence Fee or any other fee payable by the Customer in accordance with these terms and conditions or otherwise as required by the LSSA; or
- b. the Customers' Law Practice is not a Firm Member;
- c. the Customer or any User uses LSSA Trust Accounting Online in a manner that causes loss or the risk of loss for the LSSA or any other person, body, corporation or other legal entity.

12.2 The LSSA may at its sole discretion reinstate the Customer Account.

12.3 The LSSA may at its sole discretion terminate the Licence upon providing one (1) month's written

notice to the Customer of its intention to terminate.

12.4 The Customer may request the LSSA to terminate the Licence. The request must be in writing. The LSSA will terminate the Licence which will take effect one month after the LSSA receives the Customer's request and subject to the payment of all outstanding fees payable by the Customer.

12.5 In the event of suspension of the Customer Account or termination of the Licence the Customer and any Users will only be able to view Customer Data uploaded to, transferred through, processed or entered into LSSA Trust Accounting Online prior to the date of suspension or termination.

12.6 Unless otherwise agreed in writing, termination of the Licence will not abrogate, release or extinguish any debt, obligation or liability of the Customer to the LSSA or which may have accrued including, without limitation, any debt, obligation or liability which was a cause of termination or arose out of such cause.

12.7 This clause 12 and clauses 10, 13, 15, 17, 19, 20 and 22 will survive termination of the Licence.

13. Intellectual Property

13.1 The Customer acknowledges and agrees that any and all intellectual property rights (including but not limited to rights relating to copyright, trade mark, logo, design, patent and confidentiality) relating to LSSA Trust Accounting Online and the Services are vested in the LSSA except where those rights are vested in another person, body, corporation or other legal entity.

13.2 The LSSA acknowledges and agrees that any and all intellectual property rights (including but not limited to rights relating to copyright, trade mark, logo, design, patent and confidentiality) relating to Customer Data are vested in the Customer except where those rights are vested in another person, body, corporation or other legal entity.

14. Variation to Terms and Conditions

14.1 The LSSA may amend any or all of these terms and conditions from time to time in the following way:

- a. the LSSA will notify the Customer of any amendment by electronic mail to the Customer's nominated electronic mail account and/or notice of the amendment will be posted on the LSSA Trust Accounting Online webpages;
- b. the Customer is deemed to have received notice of the amendment within one (1) week of the electronic mail being sent to the Customer and/or notice of the amendment being posted on the LSSA Trust Accounting Online webpages;
- c. subject to sub-clause 14.2 the Customer is deemed to have accepted the amendment one (1) month after the LSSA notification referred to in sub-clause 14.1.a, and the amendment

takes effect on that day.

14.2 If the Customer does not accept an amendment to these terms and conditions the Customer may request the LSSA to terminate the Licence. The request must be in writing and be received by the LSSA within one (1) month of the LSSA notification referred to in sub-clause 14.1.a. The LSSA will terminate the Licence which will take effect immediately upon receipt of the Customer's request by the LSSA's Trust Online Team.

15. Disclaimer, Release and Indemnity

15.1 The LSSA:

- a. makes no representation or warranty as to the contents of LSSA Trust Accounting Online or any Customer Account;
- b. expressly disclaims any liability for or with respect to the contents of LSSA Trust Accounting Online and any Customer Account;
- c. expressly disclaims any liability for and makes no warranties in respect of any loss incurred by a Customer or User or harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, root kit, trojan or other computer program;
- d. makes no representation or warranty as to the provision of the Services; and
- e. expressly disclaims any liability for or with respect to the provision of the Services.

15.2 To the fullest extent permitted by law, the Customer releases the LSSA from any liability for any loss, injury, claim, or damage of any kind whatsoever resulting from:

- a. the unavailability of LSSA Trust Accounting Online;
- b. the interruption of access by the Customer or User to, or their use of, LSSA Trust Accounting Online;
- c. use by the Customer or User of LSSA Trust Accounting Online;
- d. the provision of any Services to the Customer or Users; and
- e. the unavailability of any Services.

15.3 The Customer indemnifies the LSSA and keeps indemnified and holds the LSSA, its Executive, Council, employees and agents harmless from and against any and all claims, demands, actions, damages, liability and loss (including legal costs and expenses on a solicitor and own client basis) made against, incurred or suffered by the LSSA, its directors, officers, employees or agents as a direct result, or indirect result, or in connection with:

- a. any breach of these terms and conditions by the Customer and/or a User; or
- b. any default, negligence, act or omission of the Customer and/or a User in the course of or related to:
 - i these terms and conditions;

- ii the access to and use of LSSA Trust Accounting Online by the Customer and/or a User;
- iii the Licence; and/or
- iv the Services.

16. Privacy

16.1 The LSSA will comply with the LSSA's "Law Society of South Australia Privacy Policy" in respect of the collection, use and disclosure of information about the Customer and any User. This policy is available at <http://www.lawsocietysa.asn.au/pdf/PrivacyPolicy.pdf>

17. Waiver

17.1 The waiver by the LSSA of any default or breach of these terms and conditions will not constitute a waiver of any other or subsequent default or breach.

18. Assignment

18.1 The LSSA may, in whole or in part, assign its rights and obligations under these terms and conditions to another person, body, corporation or other legal entity without the Customer's consent.

18.2 The Customer may not, in whole or in part, assign the Customer's rights and obligations under these terms and conditions without the LSSA's prior written consent. Where the Customer assigns the Customer's rights and obligations under these terms and conditions, and the assignee fails to perform their obligations, the Customer will be liable for the performance of such obligations.

19. Notices

19.1 Except as otherwise specified in these terms and conditions, all notices must be in writing and delivered or sent to the address of the addressee set out below:

Customer:

the address provided by the Customer to the LSSA and recorded in the Customer Account;

LSSA:

Level 10, 178 North Terrace, Adelaide, South Australia, 5000 or as otherwise directed by the LSSA

Any notice under these terms and conditions may be delivered by hand to the addressee or sent by registered post or pre-paid letter to the addressee.

20. Disputes

20.1 Except where urgent interlocutory relief is being sought, if a dispute arises out of or relates to these terms and conditions (including any dispute as to breach or termination of the Licence) the LSSA or the Customer may not commence any court proceedings relating to the dispute unless it has complied with the dispute resolution procedure set out in sub-clause 20.2.

20.2 The dispute resolution procedure is:

- a. If either the LSSA or the Customer claims that a dispute ("the dispute") has arisen under or in relation to these terms and conditions, they must give written notice to the other specifying the nature of the dispute.
- b. On receipt of that notice by the LSSA or the Customer (as the case may be), the LSSA and the Customer must endeavour in good faith to resolve the dispute expeditiously using mediation.
- c. The LSSA and the Customer must jointly appoint a mediator. If the parties fail to agree on the appointment within five (5) days of service of notice or any other time that the LSSA and the Customer agree to in writing, either the LSSA or the Customer may apply to the President of the Institute of Mediators and Arbitrators to appoint a mediator.
- d. The parties must abide by the instructions of the mediator about the conduct of the mediation.
- e. If the dispute is not resolved within thirty (30) days after the mediator is appointed, or any other time that the LSSA and the Customer agree to in writing, the mediation ceases.
- f. The LSSA and the Customer must pay an equal share of the costs of the mediation to the mediator, and the LSSA and the Customer each agree to indemnify the mediator against liability in respect of the mediation of the dispute.
- g. If the dispute is resolved, the LSSA and the Customer must each sign terms of agreement and the terms are binding on the LSSA and the Customer and override these terms and conditions if there is any conflict.
- h. The mediation is confidential and —
 - i documents prepared for or by the mediator or for or by the LSSA or the Customer or any Users for the purposes of the mediation,
 - ii any terms of agreement entered into by the LSSA and the Customer, whether signed or unsigned;
 - iii any discussions between the LSSA and the Customer and between the LSSA, the Customer and the mediator before or during the mediation procedure — cannot be used in any legal proceedings or disclosed to any person, body, corporation or other legal entity other than to financial advisors for taxation purposes or as required by law.

21. Force majeure

21.1 Without limiting clauses 4 or 15, the LSSA will not be liable for:

- a. the unavailability of LSSA Trust Accounting Online;

- b. the interruption of access by the Customer or User to, or their use of, LSSA Trust Accounting Online;
- c. the unavailability of any Services —
if the unavailability or interruption is due to a cause or causes beyond the LSSA's control, including without limitation, acts of God or public enemy, fire, floods, storms, epidemic or quarantine restrictions, earthquakes, riots or civil commotion, strikes, war, and restraints of government, freight or other embargoes or weather conditions.

22. GST

- 22.1 Expressions used in this clause 23 and in the GST Act have the same meanings as when used in the GST Act.
- 22.2 Amounts payable and consideration provided under or in respect of the Licence and Services (other than under sub-clause 22.3) are GST exclusive except where otherwise specified.
- 22.3 The recipient of a taxable supply made under or in respect of the Licence or Services must pay to the supplier, at the time the consideration for the supply is due, the GST payable in respect of the supply.
- 22.4 An amount payable by the Customer in respect of a creditable acquisition by the LSSA from a third party must not exceed the sum of the value of the LSSA's acquisition and the additional amount payable by the Customer under sub-clause on account of the LSSA's liability for GST.
- 22.5 Neither the Customer nor the LSSA is obliged, under sub-clause 22.3, to pay the GST on a taxable supply to it under these terms and conditions, until given a valid tax invoice for the supply.

23. Authority to sign

- 23.1 A person signing these terms and conditions for and on behalf of the Customer represents and warrants that he or she is duly authorised by the Customer and has legal capacity to sign these terms and conditions for and on behalf of the Customer and to thereby bind the Customer to these terms and conditions.

By Signing below, I confirm that I have read, understood and accept the above terms and conditions.

Signature: _____

Name: _____

Position _____

Date _____