

TERMS AND CONDITIONS

1. APPLICATION OF TERMS

- 1.1 Thank you for visiting our website. This website is owned and operated by Zanier Legal Services Pty Ltd ACN 666 164 843. By accessing and/or using our website and services, you agree to be bound by these Terms. If you do not agree to these Terms, you are not authorised to access and use the Website, and you must immediately stop doing so.
- 1.2 These Terms apply to your use of <http://zanierlegalservices.com.au> (the "Website").
- 1.3 You agree to be bound by these terms and conditions.
- 1.4 We reserve the right to withdraw or amend the content on our Website at any time without notice. We will not be liable for any reason our Website is unavailable at any time or for any period. We may restrict access to some parts of or the entire Website, from time to time.
- 1.5 We may amend the terms and conditions from time to time and these changes will be deemed to be immediately incorporated into and form part of these Terms. By continuing to visit and use our website and purchase our services, you will signify your agreement to be bound by the amended Terms. We encourage you to read our Terms and check back often.
- 1.6 These Terms are governed by the laws of Australia.

2. DEFINITIONS

- 2.1 In these Terms:
- 2.2 **Including** and similar words do not imply any limit.
- 2.3 **Loss** includes loss of profits, savings, revenue or data, and any other claim, damage, loss, liability and cost, including legal costs on a solicitor and own client basis.
- 2.4 **Personal information** means information about an identifiable, living person.
- 2.5 **Privacy Policy** means our Privacy Policy available on our website <https://zanierlegalservices.com.au/privacy-policy/>
- 2.6 **Terms** means these terms and conditions titled 'Terms and Conditions'.

2.7 **We, us or our** means Zanier Legal Services Pty Ltd.

2.8 Website means <http://zanierlegalservices.com.au>

2.9 **You** means you or, both you and the person on whose behalf you are acting.

3. ABILITY TO ACCEPT TERMS

3.1 You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms.

4. COLLECTION

4.1 We may collect Personal Information about you in order to provide our services, such as responding to your enquiry or processing a request, and for other purposes as detailed in our Privacy Policy.

4.2 We may disclose information that to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners) or as required by law. If you do not provide this information, we may not be able to provide all of our services to you.

4.3 Our Privacy Policy explains:

4.3.1 How we store and use, and how you may access and correct your Personal Information;

4.3.2 How you can lodge a complaint regarding the handling of your Personal Information; and

4.3.3 How we will handle any complaint. If you would like any further information about our privacy policies or practices, please contact us at mzanier@zanierlegalservices.com.au or 0491 638 552.

4.4 By providing your Personal Information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Terms.

5. SERVICES

5.1 We offer all services as set out on the Website.

5.2 We reserve the right to amend the prices of our services at any time. All prices are listed in AUD.

5.3 Due to 1-hour consultation limitations, we cannot guarantee that our legal advice to you will be complete. It is, therefore, vital that you plan what questions you want to ask prior to your consultation and that you take responsibility for the timetable

of the consultation. Upon reaching the 1-hour consultation time limit, we must end the consultation. If you wish to allocate more time, we can either reschedule another appointment at a later time or continue the appointment for another 1-hour period, if our schedule allows. Each further 1-hour consultation will be billed at the cost of \$440 incl GST.

5.4 We may record and transcribe all telephone, Zoom and in-person consultations to confirm your instructions and improve our service. We will advise you at the commencement of your consultation that the consultation will be recorded. If you do not wish for this to occur, please let us know at the commencement of the consultation. Please refer to our Privacy Statement for more information of how your information will be kept.

5.5 We will not extend the time of your consultation or reduce our costs should you delay the commencement of the consultation. If we cause the commencement of the consultation to be delayed, we will either offer to reschedule, cancel and provide a full refund, or extend your consultation to meet the late commencement time, if our schedule allows.

5.6 By using our service, you agree that:

5.6.1 At all times, all parties will conduct themselves politely and respectfully. Our staff and associated participants in your consultation deserve to be treated with respect. We understand you might be under emotional stress during this time, but we cannot excuse inappropriate behaviour. Should we observe such behaviour, we shall warn you to stop immediately. You will receive a maximum of two warnings. The second warning will counsel you that we will immediately terminate your consultation if inappropriate behaviour continues. On the third occurrence, we shall terminate your consultation and provide you with our invoice, which is due and payable immediately. We reserve the right to refuse you the provision of any legal services in the future; and

5.6.2 the extent of our advice is limited to what is allowed by law. We can only tailor our legal advice to suit your circumstances or personal opinion if it is supported by law. We cannot guarantee your satisfaction with our services if the law does not support your position. If you have such a complaint, you must raise it at the time of your consultation. Once the consultation concludes, our fee is due and payable. Refunds will only be issued on the basis of incorrect legal advice, not personal satisfaction.

6. PAYMENT METHODS

6.1 We accept payment via the following payment methods: Cash, EFT or EFTPOS Credit Cards including VISA and MasterCard only. All EFTPOS transactions incur an additional 1.2% fee per transaction.

6.2 All consultations require a \$100 deposit at the time of booking.

- 6.3 In-person consultations must pre-pay all travel, parking and translation costs **prior** to the commencement of the consultation. Consultations will not commence until these costs are paid.

7. BOOKINGS AND CANCELLATIONS

- 7.1 Bookings will not be effective until confirmed in writing by us.
- 7.2 We recommend that in-person consultations be booked 24 hours prior to the commencement of the consultation. In-person consultations require our solicitors to drive to your nominated home or place of work. The 24-hour notice period provides us with adequate preparation to properly calibrate our diary and travel time from our office to your nominated place to conduct the consultation. If consultations are booked within the 24-hour notice period, we cannot guarantee that we will be able to attend your appointment and may need to cancel. The cancellation policy of your appointment by us is addressed below.
- 7.3 All in-person consultations will be charged travel and parking fees (if required). Travel costs will be measured at a rate of \$3.67 incl GST per minute from our office location in the suburb of Kensington 3031 or from the suburb of our last in-person appointment, whichever is further. The travel time measurement will be done via Google Maps. You will be notified at least 4 hours prior to the appointment of the total travel time if you have complied with our 24-hours notice policy above. This will give you time to consider our total costs to either cancel, reschedule or amend your appointment prior to the 2-hour cancellation cut-off time. Parking fees will be charged at a minimum of 2 hours at the rate designated by the appropriate city council at the location of the car park. Travel and parking costs are payable on top of our consultation fee at the time of your consultation. You will not be charged for any traffic or parking infringements incurred by us in the course of travelling to and from your consultation.
- 7.4 If you or another party to the consultation does not speak English, and require a translator, please indicate this on the booking form with the language that you speak. We use the services of Translating and Interpreting Service through the Australian Department of Home Affairs. We do not accept family members, friends or any other person that does not hold a certificate from the National Accreditation Authority for Translators and Interpreters (NAATI). If a translator has not been arranged, then the consultation will be terminated and need to be rescheduled. Please refer below regarding our cancellation policy. Booked services through telephone and Zoom are pre-booked for a minimum of 30 minutes. In-person consultations are booked at a minimum of 90 minutes. Any documents that require pre-reading, will attract additional costs. You can reference the TIS cost calculator through the following [link](#). Please refer to the TIS Terms and Conditions when considering the use of this service by following this [link](#).
- 7.5 We note that we offer a free 30-minute consultation for Family Law clients only. This is limited to one free 30-minute consultation per person. These consultations strictly relate to relationship separation, property division and/or parenting matters

contained within the *Family Law Act 1975*. Any other matters that involve family and/or are not otherwise subject to the jurisdiction of the *Family Law Act 1975*, or if you would like a Family Law consultation that is longer than 30-minutes, then this will attract a normal hourly consultation fee of \$440, payable immediately during the consultation.

- 7.6 All cancellations within 2 hours prior to your scheduled appointment will attract a cancellation fee of \$100, forfeiting your deposit. Travel and parking costs will not be payable, and if paid, will be refunded to you. However, any TIS translating services may still attract a cancellation payment which you will be required to pay.
- 7.7 If our service is cancelled by us, no cancellation fee will be payable, and you may have the option of rescheduling or receiving a refund in full with no deductions or fees applicable. We will cover the cost of any cancellation fees provided by TIS in this instance.

8. INTELLECTUAL PROPERTY

- 8.1 The Website and its contents contain intellectual property owned by us, including trademarks, copyrights, proprietary information and other intellectual property.
- 8.2 You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of our intellectual property, in whole or in part, without our prior written consent.

9. DISCLAIMERS

- 9.1 To the extent permitted by law, we and our licensors have no liability or responsibility to you or any other person for any Loss.
- 9.2 We make no representation or warranty that the Website is appropriate or available for use in all countries or that the content satisfies the laws of all countries. You are responsible for ensuring that your access to and use of the Website is not illegal or prohibited, and for your own compliance with applicable local laws.
- 9.3 The Website, and all blog articles, resources, tools, and other resources on the Website are educational and information resources only and are not a substitute for any kind of professional or specialist advice. We cannot guarantee the outcome of following any recommendations provided and any statements made regarding the potential outcomes are expressions of opinion only.
- 9.4 By continuing to use and read our Website and all blog articles, resources, tools, and other resources, you acknowledge that we cannot guarantee any particular result, as such outcomes are based on subjective factors that are not within our control. Therefore, following any information or recommendations provided on our Website and in our blog articles, resources, tools, and other resources is at your own risk.

- 9.5 We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of this Website or a linked website. You must take your own precautions to ensure that whatever you select for your own use from our Website is free from viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.
- 9.6 Our Website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

10. LIABILITY

10.1 To the maximum extent permitted by law:

10.1.1 You access and use the Website at your own risk; and

10.1.2 We are not liable or responsible to you or any other person for any Loss under or in connection with these Terms, the Website, or your access and use of (or inability to access or use) the Website. This exclusion applies regardless of whether our liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise.

11. ACCEPTABLE USE OF POLICY

11.1 You must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to our Website, including but not limited to:

11.1.1 Any act that would constitute a breach of privacy or any legal rights of any other person;

11.1.2 Use this Website to defame any person or entity; and

11.1.3 Upload any virus, malware or other malicious software that is, or is likely to be detrimental to or in violation of our systems or a third party's systems or network security.

12. SUSPENSION AND TERMINATION

12.1 Without prejudice to any other right or remedy available to us, if we consider that you have breached these Terms or we otherwise consider it appropriate, we may immediately, and without notice, suspend or terminate your access to the Website (or any part of it).

12.2 On suspension or termination, you must immediately cease using the Website and must not attempt to gain further access.

13. GENERAL

- 13.1 If we need to contact you, we may do so by email or by posting a notice on the Website. You agree that this satisfies all legal requirements in relation to written communications.
- 13.2 These Terms, and any dispute relating to these Terms or the Website, are governed and must be interpreted in accordance with the laws of Australia. Each party submits to the non-exclusive jurisdiction of the Courts of Australia in relation to any dispute connected with these Terms or the Website.
- 13.3 For us to waive a right under these Terms, the waiver must be in writing.
- 13.4 Clauses which, by their nature, are intended to survive termination of these Terms, including clauses 8, 9 and 10, continue in force.
- 13.5 If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If a modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.
- 13.6 These Terms set out everything agreed by the parties relating to your use of the Website and supersede and cancel anything discussed, exchanged or agreed prior to you agreeing to these Terms. The parties have not relied on any representation, warranty or agreement has any effect from the date you agreed to these Terms.

14. FEEDBACK

14.1 If you have any feedback or a complaint, please contact the Practice Director on 0491 638 552 or mzanier@zanierlegalservices.com.au

15 LEGAL LIABILITY

15.1 Liability limited by a scheme approved under Professional Standards Legislation.