## **GuSTAX CONSULTING PTY LTD**

## **General Trading Terms & Terms of Engagement**

The following general terms of engagement are in place in relation to all of our services.

- We are engaged directly by the professional in practice (or their firm as appropriate) be it a legal or accounting practice when we provide consulting and training services and we are not engaged by the clients of that practice. Therefore the party responsible for meeting any fees incurred is that professional or their practice. Whilst they may arrange payment of our fees directly by their clients, the ultimate responsibility for meeting our fees rests with the professional or their practice as appropriate.
- Our terms of payment are 14 days from the date on the invoice and payment in full is expected within that period. Whilst we understand that in many cases you will seek to recover the cost directly from your client and do not wish to be out of pocket in relation to the cost of advice, our relationship is directly with you and it is completely irrelevant whether you have on-billed and recovered the cost of the advice from your client.
- Should you wish to dispute all or part of an invoice issued by our company, you have 14 days from the date of the invoice to notify us of the amount disputed. Any claims made outside this period will not be recognised by us and the full amount of the invoice will be payable.
- We raise our invoices approximately twice each month to ensure that you are notified of invoices for services as soon as possible. We will only defer billing in relation to a matter where it is still in progress at the time of this regular billing or by negotiation directly with you.
- We do not as a matter of policy send out statements in relation to outstanding accounts and payments should be made based on the invoices issued.
- Failure to meet our payment terms can lead to the following occurrences:-
  - Termination of services in relation to other matters until the account is brought back to our normal trading terms.
  - The incurrence of interest payable on the outstanding account retrospectively from the date of the invoice at 10% per annum at our discretion. This discretion will automatically be exercised at the time we place the debt in the hands of our debt collectors.
  - The instigation of debt collection action in relation to the entire account outstanding.
- Should we be required to instigate debt collection activities, we will notify you at your last known email or postal address of this intention. If full payment of the outstanding amounts has not been made within 14 days from the date of notification, we reserve the right to instigate debt collection activities in relation to the debt. At that time, we will hold you fully responsible for any costs we incur in relation to those debt collection activities in addition to the amount of the debt as well as the interest accruing on the debt until the date of payment.