[INSERT SCHEME NAME]

Standard Conditions for the provision of short services

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Agreed terms

* 1. Definitions and Interpretation
     1. Definitions

In these Conditions unless the context otherwise requires:

**Agreement** means the agreement between VLA and the Firm as amended from time to time including these Conditions, the Particulars and Schedule 1.

**Business Day** means Monday to Friday excluding public holidays in Victoria.

**Change in Control** means any change in any person(s) who directly exercise control over the Firm.

**Conditions** means these standard conditions, including the Schedule(s).

**Contract End Date** is defined in the Particulars.

**Contract Start Date** is defined in the Particulars.

**Expectations** means the standards of service and professional conduct expected of lawyers provided by the Firm to undertake the Services, as set out in Schedule 1

**Firm** means the law practice or sole practitioner specified in the Particulars.

**H&S Laws** means applicable laws in respect of the health and safety of workers and workplaces and includes the *Occupational Health and Safety Act* *2004* (Vic) and associated regulations, standards and codes of practice

**Laws** means:

(a) the law in force in Australia and Victoria, including common law, legislation and subordinate legislation; and

(b) ordinances regulations, orders and by laws of relevant government, semi government or local authorities.

**Notice** means a written notice, consent, approval or other communication in the English language, given under this Agreement.

**Panel Deed** means the deed entered into between the Firm and VLA appointing the Firm to the Relevant Panel(s).

**Particulars** means the agreement particulars attached to these Conditions.

**PPSSS** means VLA’s private practitioner short service scheme.

**Relevant Panel(s)** means the VLA practitioner panel(s) specified in the Particulars.

**Representative** means the representative of each party specified in the Particulars.

**Schedule(s)** means the schedules attached to these Conditions.

**Services** means the provision of the Services specified in the Particulars in accordance with this Agreement including (without limitation) the provisions of clause 4(b).

**Term** means the period of the Agreement as set out in clause 2.

**Victorian Public Sector Commission (VPSC) Code of Conduct** means the Code of Conduct for Victorian Public Sector Employees 2015 issued by the Public Sector Commission pursuant to section 61 of the Public Administration Act 2004 (Vic).

**VLA** means Victoria Legal Aid (ABN 423 356 221 26) of 570 Bourke Street, Melbourne, Victoria 3000

* + 1. Interpretation
       1. In this Agreement, unless the context otherwise requires:
          1. words in the singular include the plural and vice versa;
          2. any gender includes every other gender;
          3. if a word or phrase is defined, its other grammatical forms have corresponding meanings;
          4. 'includes' means includes without limitation;
          5. a reference to:

a document includes all amendments or supplements to, or replacements or substitution (with a new one) of, that document;

a clause, paragraph, schedule, annexure or attachment is to a clause or paragraph of, or schedule, annexure or attachment to, this Agreement;

any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced; and

* + - * 1. if the date on or by which any act must be done under this Agreement is not a Business Day, the act must be done on or by the next Business Day.
      1. Headings do not affect the interpretation of this Agreement.
  1. Term

This Agreement will commence on the Contract Start Date and will end on the Contract End Date, unless terminated by the parties in accordance with clause 13.

* 1. Provision of Services
     + 1. The Firm must provide the relevant Service(s) to VLA in accordance with the Expectations and otherwise in accordance with the Agreement.
       2. The Firm acknowledges that this Agreement does not guarantee a minimum amount of work, or the allocation of a particular number of matters or rostered sessions, to the Firm during the Term.
  2. Responsibilities of the Firm

The Firmis responsible for:

* + - 1. providing lawyers who are employees of the Firm to carry out the Services as rostered or referred;
      2. ensuring that its lawyers are skilled and capable of providing high quality legal services according to the Expectations and meet any other requirements set out in the Particulars;
      3. where the Firm has been rostered to provide Services and is unable to provide a Service as rostered, making arrangements with another provider who is contracted to VLA under these Standard Conditions to provide the Service at the same court location(s), and advising the Scheme Coordinator of this substitution prior to the rostered date;
      4. where the Firm has been referred a specific client or matter and is unable to provide the Service as requested, advising the Scheme Coordinator at the earliest opportunity and within any specified timeframes so that the client can be referred elsewhere;
      5. retaining duty lawyer records in accordance with the *Public Records Act 1973* (Vic) and the Expectations; and
      6. performing the Services in a manner which does not cause VLA to breach VLA’s obligations under the OHS Act.
  1. Fees and payment

The Firm must claim the Fees by submitting a VLA claim form to the Scheme Coordinator no more than 30 days after the date that the Service was provided.

* + - 1. Claims must comply with the requirements of Chapter 24 of the VLA Handbook relating to duty lawyer schemes.
      2. Payment will be made within 30 days of the date the claim is submitted via the ATLAS portal.
      3. Without limiting any other available remedy, if the Firm fails to provide the Services in accordance with the Agreement, VLA will not be required to pay for those Services.
  1. Representatives and Scheme Coordinator
     + 1. Each party will nominate a representative, and the Representatives will be named in the Particulars.
       2. Each party's Representative is authorised to act as the agent of that party in relation to the exercise by that party of its rights, discretions and obligations under this Agreement.
       3. VLA will also appoint a Scheme Coordinator who will be named in the Particulars.
       4. The Scheme Coordinator is the primary contact person for the Firm in relation to the day-today running of the PPSSS, including:
          1. for rostered Services: preparing, managing and publishing the roster for the provision of the Services, except where these tasks are delegated to another party by agreement in writing;
          2. for non-rostered Services: referring matters and/or clients to the Firm or a lawyer at the Firm;
          3. providing all necessary documents and information required by a Firm or a lawyer to deliver the Services and receive payment; and
          4. receiving invoices and arranging for their payment.
       5. Each party may replace its Representative and/or Scheme Coordinator by giving Notice to the other.
  2. Privacy and confidentiality
     + 1. The Firm consents to VLA publishing or otherwise making available information in relation to the Firm (and the provision of the Services) as may be required:
          1. by the Auditor-General; or
          2. to comply with the Freedom of Information Act 1982 (Vic).
       2. The Firm acknowledges that it will be bound by the Information Privacy Principles and any applicable code of practice with respect to any act done in connection with the provision of the Services in the same way as VLA would have been bound had the relevant act been done by VLA.
       3. If the Firm does not provide a service to a person referred by VLA, the Firm will confidentially destroy all client information provided by VLA.

(c) Each party will cooperate to ensure it does not cause the other party to breach any privacy obligations that the other party has at law.

* 1. Health and safety
     1. Firm's health and safety responsibilities

Without limiting the Firm’s obligations under clause 15.6, the Firm must, in providing the Services:

* + - 1. identify all reasonably foreseeable hazards that could give rise to a risk to health and safety in respect of the provision of the Services;
      2. ensure that risk assessments are conducted for risks to health and safety to the Firm, its employees and to any other person in respect of the provision of the Services;
      3. ensure that control measures are in place to eliminate, prevent or minimise those risks (as applicable) to the extent reasonably practicable; and
      4. consult, cooperate and coordinate activities with all other persons who have a health and safety duty in respect of the provision of the Services, so far as is reasonably practicable.
    1. Notification of accidents

The Firm must:

* + - 1. immediately give VLA notice of any accident, notifiable incident (being an incident which is notifiable under H&S Laws), injury or property damage which occurs during or in respect of the provision of the Services;
      2. within 48 hours of VLA’s written request, provide a written report to VLA giving complete details of the accident, incident, injury or damage, including results of investigations into the cause of the accident, incident, injury or damage and strategies for future prevention; and
      3. cooperate with VLA in providing copies of any notices, entry reports, charges or other documents received from the relevant regulator in respect of the provision of the Services.
  1. Performance of individual lawyers
     + 1. VLA will give Notice to the Firm when it considers that a lawyer provided by the Firm has not met the Expectations.
       2. Where such Notice is given, the Firm will meet with VLA to discuss the performance of the lawyer, and the parties will identify areas for improvement.
       3. Acting in good faith, the parties will agree a plan to improve performance (the “Plan”), which may include suspending the lawyer from providing the Services for a period of time in appropriate cases. Where appropriate, VLA may offer training or other support as part of the Plan. The Plan will include a timetable for action, and a review date.
       4. Where:
          1. the parties cannot reach agreement on an appropriate Plan; or
          2. in VLA’s reasonable opinion, the Firm and/or lawyer has not complied with the Plan; or
          3. the Firm and/or lawyer has complied with the Plan but, in VLA’s reasonable opinion, the lawyer’s performance still fails to meet the Expectations;

VLA may give Notice to the Firm that it should not use the lawyer in question for the provision of the Services.

* + - 1. Where, following a Notice given by VLA under Clause 9(d), the Firm cannot offer another lawyer for the provision of the Services who (in the reasonable opinion of VLA) is capable of meeting the Expectations, VLA may terminate this Agreement in accordance with Clause 14(b).
      2. The Firm must immediately notify VLA in writing upon the occurrence of any of the events in clause 5.3 of the Panel Deed.
      3. The Firm will comply with VLA’s [Victoria Legal Aid Complaint Policy](https://www.legalaid.vic.gov.au/contact-us/complaints).
  1. Sub-contracting
     + 1. The Firm must not sub-contract to any third person any of its obligations in relation to the Services.
       2. For the avoidance of doubt, arranging for the swapping of rostered Services under Clause 4 (c) does not constitute sub-contracting for the purposes of this Clause.
  2. Warranties

The Firm warrants to VLA that:

(a) where VLA has, either expressly or by implication, made known to the Firm any particular purpose for which the Services are required, the Services will be performed in such a way as to achieve that result;

(b) it and its employees, agents and contractors do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby duties or interests are or might be created in conflict with or might appear to be created in conflict with its obligations under the Agreement;

(c) it will supply lawyers of sufficient skills and experience to provide the Services in a way which meets the Expectations; and

(d) it has the capability, resources and competencies to comply with its obligations under H&S Laws when providing the Services.

* 1. Liability and insurance
     + 1. The Firm indemnifies and agrees to keep indemnified VLA and its officers, employees and agents in respect of Loss incurred or suffered as a result of
          1. any breach of this agreement by the Firm; or
          2. any negligent act, error or omission in connection with the performance of this agreement by the Firm or its officers, employees or agents;
       2. This indemnity
          1. does not apply to the extent that Loss is caused by or contributed to by VLA or its officers, employees or agents;
          2. includes, without limitation, Loss due to bodily injury, sickness or death or loss, destruction of damage to property; and
          3. survives the expiration or termination of this Agreement.
       3. For the purposes of this clause, “Loss” includes loss, damage or liability of every kind, unless too remote but does not include pure economic loss not recoverable at common law.
       4. The Firm must effect and maintain in force during the Term of this Agreement and during any extension of that Term:
          1. public and products liability insurance insuring it and its officers and employees against liability for:

death of or injury to any person; or

loss of, or destruction of or damage to property;

happening during the policy period and arising out of occurrences in connection with its business for an amount not less than specified in the Particulars;

* + - * 1. professional indemnity insurance insuring against liability arising out of claims first made against it or its officers or employees during the policy period in respect of any act, error or omission committed or thing done in a professional capacity for an amount not less than specified in the Particulars.
      1. The Firm must comply with and observe the terms of the insurance policies it effects as required by this clause and must not do anything which could result in any such policy being avoided or unenforceable or which may entitle the insurer to limit or reduce the amount otherwise payable under the policy.
      2. The Firm will, forthwith upon the written request of VLA provide satisfactory proof that the insurances required in this clause have been effected.
      3. The provisions of this clause survive the expiration or earlier under termination of this Agreement and do not modify or limit any indemnity provided this clause.
  1. Termination
     + 1. This Agreement may be terminated by either party without cause at any time during the Term by giving three months’ Notice to the other party.
       2. VLA may terminate this Agreement by Notice where it reasonably believes that the Firm:
          1. has breached this Agreement and VLA considers that the breach cannot be rectified;
          2. has breached this Agreement and the Firm does not rectify the breach within 10 Business Days after VLA has given Notice;
          3. the Firm has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration;
          4. has, in relation to this Agreement, breached a law of the Commonwealth, or of a State or Territory; or
          5. has had a Change in Control which VLA (acting reasonably) believes will negatively affect the Firm’s ability to comply with this Agreement.
       3. Notwithstanding the other provisions of this clause 13, this Agreement will terminate upon the Firm ceasing to be a member of the Relevant Panel(s) and/or ceasing to have an Individual Certifier on the Relevant Panel(s) for any reason (including suspension or removal from the Relevant Panel).
  2. Notices
     1. Giving a communication

A Notice may (in addition to any other method permitted by law) be sent by pre-paid post, pre-paid courier or by electronic mail to the parties’ Representatives.

* + 1. Time of delivery

A Notice or document will be taken to be delivered or served as follows:

* + - 1. in the case of delivery in person or by courier, when delivered;
      2. in the case of delivery by post or DX, two Business Days after the date of posting;
      3. in the case of electronic mail, if the message is correctly addressed to and successfully transmitted to that party’s electronic mail address (e-mail address), and acknowledgment of receipt is recorded on the sender’s computer, at the time of receipt.
    1. After hours communications

If any Notice is delivered or deemed to be delivered:

* + - 1. after 5.00 pm in the place of receipt; or
      2. on a day which is a Saturday, Sunday or public holiday in the place of receipt,

it is taken as having been delivered at 9.00 am on the next day which is not a Saturday, Sunday or public holiday in that place.

* 1. General
     1. Applicable law

The Agreement is governed by and is to be construed in accordance with the laws applicable in Victoria. Each party irrevocably and unconditionally submits to the non‑exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

* + 1. Variation

This Agreement may be amended or replaced only in writing executed by each party.

* + 1. Counterparts

This Agreement may be executed in any number of counterparts. All executed counterparts are taken to constitute one document.

* + 1. Costs

Each party must pay its own costs in relation to the preparation, negotiation and execution of this Agreement.

* + 1. Time to act
       1. Time is of the essence in relation to the provision of the Services.
       2. If the time for a party to do something is not specified in this Agreement, the party will do what is required within a reasonable time.
    2. Compliance with law and policy
       1. The Firm must, in performing its obligations under this Agreement, comply with the Laws affecting or applicable to the provision of Services by the Firm under this Agreement.

(b) Without limiting clause 15.6(a), when providing the Services, the Firm or its employees must comply with the VPSC Code of Conduct: https://vpsc.vic.gov.au/resources/code-of-conduct-for-employees/.

1. Expectations

Lawyers providing Services under this Agreement must comply with the following expectations:

**Intake eligible clients**

*For all Services:*

* + - 1. deliver Services under this Agreement in accordance with [VLA Practice Standards](https://www.legalaid.vic.gov.au/node/1059/information-for-lawyers/practitioner-panels/panels-conditions/practice-standards), provided that where there is an inconsistency between the [VLA Practice Standards](https://www.legalaid.vic.gov.au/node/1059/information-for-lawyers/practitioner-panels/panels-conditions/practice-standards) and this Agreement, this Agreement prevails
      2. maintain knowledge of and adhere to eligibility criteria and guidelines for the delivery of Services as set out in relevant VLA policies and manuals
      3. inform a person who seeks advice and is ineligible for advice that the lawyer is unable to assist (except where VLA has already determined a person is eligible for a service), and provide legal information and referrals where appropriate
      4. take steps to avoid a conflict of interest and not act where there is a conflict of interest, taking the following guidance into account:
         1. the provision of previous Services does not necessarily establish a lawyer-client relationship between the lawyer and the person who received that information or one-off advice
         2. before a Service is provided, regard should be had to the extent to which the Firm has previously been given the facts of a matter or a person’s personal circumstances which could prevent VLA or the firm acting for another party in relation to the same matter or those facts of circumstance
         3. lawyers should not access any VLA file which involves another party in the matter they are handling
         4. ensure clients are provided with legal information and a referral if a duty of confidentiality is owed to anyone else who might be involved in a related matter
      5. exercise discretion to refuse to provide Services (or give low priority) to any adult person who:

(i) unreasonably refuses to accept, or unreasonably fails to act upon the lawyer’s advice

(ii) threatens or attempts to intimidate the lawyer

and notify the Court that they cease to act (where appropriate) and notify the Scheme Coordinator of the decision and reasons why the decision was taken.

*For rostered or non-rostered duty lawyer services (except where VLA has undertaken intake, triage and referral):*

* + - 1. consider if the person has a previous or existing relationship with a lawyer and if so, whether that lawyer is able to assist with the new matter
      2. exercise discretion to refuse to provide Services (or give low priority) to any person who was aware of the need to be legally represented at a hearing and could afford a private lawyer, but without good reason has chosen to attend unrepresented in the expectation that the duty lawyer will appear
      3. communicate with the court if not every person who has requested to see a duty lawyer can be triaged or seen because the volume of persons requesting to see the duty lawyer render it unreasonable to see every person in the time available, noting that:
         1. lawyers are not expected to forego reasonable meal breaks to meet demand
         2. lawyers should be mindful in determining the length and frequency of meal breaks of their duty to the court and the ensuring the timely provision of Services

*For pre-court services:*

* + - 1. accept all referrals made by VLA unless prevented by an ethical issue such as a conflict of interests or because the Firm or lawyer does not have the capacity to provide the Service
      2. make prompt contact with the client and where appropriate the court
      3. attempt to contact the client three times before determining that the client has disengaged
      4. advise the Scheme Coordinator promptly when a client has disengaged from pre-court help

**Service delivery**

* + - 1. only interview a person who does not speak English fluently with the assistance of a qualified interpreter where possible
      2. provide access to Services via the National Relay Service, if a client has a hearing or speech disability
      3. give clients an application form for a grant of legal assistance to complete and return to VLA or their chosen lawyer, or assist clients to complete applications for a grant of legal assistance in appropriate matters
      4. take steps to achieve an early resolution of matters, including avoiding unnecessary adjournments and negotiating with other parties as is appropriate in the circumstances
      5. communicate with and treat all clients, court staff, lawyers and other court users with respect.

**Records management**

* + - 1. complete a duty lawyer record for each client in the format prescribed by VLA:
         1. a duty lawyer record must contain sufficient, legible information for another lawyer to understand the facts, the advice given, the instructions, the action taken and any referral details
         2. where practicable, a duty lawyer record should include copies of documentation sighted or prepared
      2. treat information received as private and confidential, unless the law provides otherwise:
         1. this includes giving clients access to personal information and an opportunity to correct any inaccuracies
         2. not discussing a client’s matter where the conversation can be overheard, and
         3. taking care to ensure a client’s documents are not open to observation by others.
      3. comply with *Public Records Act 1973* obligations, which extend to all Victoria Legal Aid contractors, including firms who are funded to perform Services:
         1. Firms must retain each duty lawyer record for:

25 years from the date of action for child clients

seven years from the date of action for other clients

* + - * 1. duty lawyer records should be stored in date order, with records for child clients stored separately
        2. records must be stored and destroyed in accordance with the obligation to maintain client confidentiality at all times.

**Claims for Services provided**

* + - 1. where requested, submit any client and service details relevant to the Services claimed using an online portal, email or other system as required by VLA from time to time. Details must be submitted either prior to, or accompanying, the relevant completed claim form.
      2. return completed claim forms to the Representative as soon as practicable after providing the Services to facilitate payment, noting that:
         1. any requested client and service details are provided in full and in the format required before the claim form will be processed; and
         2. VLA may request the provision of nominated duty lawyer records from time to time to verify claims against the Services provided.

1. Particulars

|  |  |  |
| --- | --- | --- |
|  | VLA | Victoria Legal Aid (ABN 423 356 221 26)  570 Bourke Street  Melbourne  Victoria 3000 |
|  | Services | Rostered duty lawyer services  Non-rostered duty lawyer services  Allocated pre-court services (Help Before Court) |
|  | Court | [Insert relevant Court(s)] |
|  | Jurisdiction(s) / Court location(s) | [Insert details of:   * The relevant jurisdiction(s) and Court location(s) where the Firm is expected to be available to provide the Services/or the number of roster places per court location * For rostered schemes, the number of rostered places for the Firm per court location] |
|  | Relevant Panel(s) |  |
|  | Contract Start Date | [Insert date] |
|  | Contract End Date | [Insert date] |
|  | Fees | [The Fees are inclusive of the Firm’s travel and living expenses while attending Court] |
|  | Insurance | For the purposes of General Condition 11(d), the Supplier must obtain and maintain the following insurances:  Public liability: $5,000,000  Product liability: $5,000,000  Professional indemnity: $2,000,000 |
|  | VLA’s representative | [Name and position title, email address, postal address, phone number] |
|  | Scheme Coordinator |  |
|  | Firm’s details | |
|  | Name |  |
|  | ABN |  |
|  | Address |  |
|  | Telephone |  |
|  | Email |  |
|  | Firm’s representative | [Name and position title, email address, postal address (if different to above), phone number]  Lawyers approved to deliver duty lawyer services on behalf of the Firm |
| 11 | Order of precedence | In interpreting the documents which describe the Services, the following order of precedence will apply to the extent of any inconsistency:   * These Particulars * The Standard Conditions for the provision of duty lawyer services including the Expectations * [VLA’s Practice Standards](https://www.legalaid.vic.gov.au/node/1059/information-for-lawyers/practitioner-panels/panels-conditions/practice-standards) |
| 12 | Invoice requirements | Claims for payment must be made via the VLA Claim Form. |
| 13 | Special conditions | [Specify any additional conditions applicable to this agreement  **(EG) Children’s Court Family Division**   1. A lawyer delivering duty lawyer services on behalf of the Firm must be an Individual panel certifier of the s29A child protection and family violence panels and named in these Particulars 2. Services must be delivered in accordance with the [Child Protection Duty Lawyer Guidelines](https://www.legalaid.vic.gov.au/information-for-lawyers/doing-legal-aid-work/private-practitioner-duty-lawyers/duty-lawyers-in-family-division-of-childrens-court-child-protection-matters#guidelines) and the [Child Protection Duty Lawyer Manual](https://www.legalaid.vic.gov.au/information-for-lawyers/doing-legal-aid-work/private-practitioner-duty-lawyers/duty-lawyers-in-family-division-of-childrens-court-child-protection-matters#guidelines), which are available on the VLA website and may be updated from time to time. 3. Where a client has more than one matter listed in the family division of the Children’s Court on the same day, the lawyer will provide legal assistance in all matters in accordance with the relevant duty lawyer guidelines within the duty lawyer service. 4. If an individual lawyer of the Firm provides duty lawyer services at more than one location on the same day, the Firm will submit one invoice for all services. 5. In relation to clause 4(c) of this Agreement, where the Firm has been rostered to provide Services and is unable to provide a Service as rostered, it may make arrangements with another provider who is contracted to VLA under these Standard Conditions to provide the Service *at that Court location*, and must advise the Scheme Coordinator of this substitution prior to the rostered date. |
|  |  |  |

**EXECUTION**

Select the relevant clause to execute the contract, depending on the company structure and delete unnecessary clauses.

This Agreement is made between VLA and the Firm upon and subject to VLA’S Standard Conditions attached. If this Agreement was signed by electronic means, the Firm and VLA agree that, upon execution, they will be legally bound by this Agreement.

EXECUTED BY THE PARTIES AS A CONTRACT

#### **VLA**

|  |  |  |
| --- | --- | --- |
| **SIGNED** by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the **duly authorised officer of VLA** in the presence of: | )  )  )  )  ) |  |
| Signature of witness | *By executing this Contract the signatory warrants that the signatory is duly authorised to execute this Contract on behalf of VLA* |
| Name of witness (block letters) |
| Date | Date |

**If VLA’s signature was witnessed remotely**, please check the box below.

VLA’s Signature was witnessed by audio-visual link in accordance with Section 12 of the Electronic Transactions Act (Vic) 2021 i.e.:

1. the witness has seen VLA sign the Agreement;
2. the witness is reasonably satisfied that the Agreement they are signing is the same document (or a copy of the document) signed by VLA; and
3. all requirements for witnessing by audio-visual link have occurred on the same day.

#### **PARTNERSHIP**

|  |  |  |
| --- | --- | --- |
| **SIGNED** by **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** as authorised representative for and on behalf of all the partners trading as **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** in the presence of: | )  )  )  )  ) | For use when a duly authorised representative of a partnership executes the contract |
| Signature of witness | Signature of authorised representative  *By executing this Agreement the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of the Firm* |
| Name of witness (block letters) |
| Date | Date |

#### **INDIVIDUAL**

|  |  |  |
| --- | --- | --- |
| **SIGNED** by **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** in the presence of: | )  )  )  )  ) | For use when an individual executes the contract |
| Signature of witness | Signature of Firm |
| Name of witness (block letters) | Date |
| Date |

#### **COMPANY**

|  |  |  |
| --- | --- | --- |
| **SIGNED** by **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** as authorised representative for **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Pty Ltd/Limited (ACN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** in the presence of: | )  )  )  )  ) | For use when an officer of a company executes the contract on the company's behalf |
| Signature of witness | Signature of authorised representative  *By executing this Agreement the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of the Firm* |
| Name of witness (block letters) | Date |
| Date |

|  |  |  |
| --- | --- | --- |
| Executed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (***company name)*** **ACN**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in accordance with s 127(1) of the *Corporations Act 2001* (Cth) in the presence of: |  | For use where the sole director is also company secretary and execution is without using a common seal |
| Signature of sole director and sole company secretary |  | Who states that he/she is the sole director and the sole company secretary of the company |
| Name of director and sole company secretary |  |  |

**If the Firm’s signature was witnessed remotely,** please check the box below.

☐ The Firms’ Signature was witnessed by audio-visual link in accordance with Section 12 of the Electronic Transactions Act (Vic) 2021 i.e.:

1. the witness has seen the Firm sign the Agreement;

2. the witness is reasonably satisfied that the Agreement they are signing is the same document (or a copy of the document) signed by the Firm; and

3. all requirements for witnessing by audio-visual link have occurred on the same day.