

## **Licence for use of the Law Society Retail Lease and the Law Society Commercial Lease**

### **1. Parties**

- 1.1 The Law Society of New South Wales (ACN 000 000 699) (**Licensor**); and
- 1.2 Each person purchasing an e-Contract (as that term is defined below) from the Law Society (**You**).

### **2. Introduction**

- 2.1 Copyright in the electronic copy of the Law Society Retail Lease (**Retail Lease e-Contract**) and in the electronic copy of the Law Society Commercial Lease (**Commercial Lease e-Contract**) made available by the Licensor belongs to the Licensor. Each Law Society Retail Lease and each Law Society Commercial Lease is an "**e-Contract**" for the purposes of this licence agreement.
- 2.2 This licence agreement sets out the terms and conditions of licences granted to You by the Licensor in relation to an e-Contract.

### **3. Grant of licences**

- 3.1 The Licensor grants You a licence to:
  - (a) use the e-Contract only in relation to one leasing transaction per e-Contract (**approved transaction**);
  - (b) complete, amend, copy, substitute and add to Annexure A of the e-Contract, as required in the course of lease preparation for the approved transaction; and
  - (c) print or photocopy the e-Contract as many times as required for the approved transaction including for the purpose of distribution to real estate agents, prospective lessees, their legal practitioners and conveyancers (as relevant) for marketing or due diligence purposes, a copy for the file, and a copy for the lending institutions.
- 3.2 You acknowledge that copying of the e-Contract for a purpose other than the approved transaction will be a breach of copyright unless:
  - (a) written consent of the Licensor is first obtained. The Licensor may determine requests for consent in its absolute discretion and subject to any conditions it considers appropriate; and
  - (b) such copying is undertaken in accordance with any copyright guidelines that the Licensor may issue from time to time.

### **4. Contract and price**

- 4.1 All prices are in Australian Dollars and inclusive of GST, unless otherwise indicated.
- 4.2 Discounted prices are only available to members of the Licensor.

- 4.3 Description of e-Contracts and prices may be subject to change or correction at any time without notice. If the Licensor discovers an error, the Licensor will try to notify You as soon as possible and allow You to cancel your order and obtain a refund if desired.
- 4.4 By submitting an order You warrant that:
- (a) You are capable of entering into a legally binding contract with the Licensor;
  - (b) You are authorised and able to make payment via credit card;
  - (c) the information You have provided is correct; and
  - (d) your purchase is not made for the purpose of commercial resale.
- 4.5 A contract for purchase is only formed once the Licensor has accepted an order by issuing a receipt number.

## **5. Payment method**

Payment can be made with a valid credit card (e.g. Amex, Visa, MasterCard). Full payment is required before delivery of your purchase.

## **6. Delivery**

- 6.1 Once valid payment has been received, your order will be processed and the e-Contract You have purchased will be sent in one attachment to the email address You have provided.

## **7. Refund/cancellation policy**

- 7.1 Should any e-Contract You have purchased be damaged (e.g. the pages are illegible, or the attachment is damaged) through no fault of your own, the Licensor will provide a full refund to your credit card.
- 7.2 To request a refund please send an email to [lawsociety@lawsociety.com.au](mailto:lawsociety@lawsociety.com.au).

## **8. Exclusion of liability**

- 8.1 The Licensor does not warrant that the e-Contract is error free or will achieve any legal outcome. It is a condition of supply of the e-contract that You rely on your own or an independent legal assessment of the terms and conditions expressed in the e-Contract and its suitability for use for any transaction.
- 8.2 To the extent permitted by law, all conditions and warranties not expressly set out in this licence agreement are expressly excluded.
- 8.3 The Licensor will under no circumstances be liable for any indirect, incidental or consequential loss or damage arising in relation to any transaction entered into, or any e-Contract purchased through this website.

**9. Privacy**

The Licensor respects your privacy and the confidentiality and security of personal information provided by You to us. How we handle your personal information is explained in our Privacy Policy at [www.lawsociety.com.au/privacy](http://www.lawsociety.com.au/privacy) .

**10. Law**

This licence agreement is governed by the laws of New South Wales. The parties irrevocably submit to the exclusive jurisdiction of the courts of New South Wales.