



ACCI-Lexbridge Trade Law Support Service

75% of Australian businesses that use free trade agreements have experienced export growth through access to new markets, clients and business opportunities.* Yet navigating complex legal processes and tricky red tape under Australia's FTAs can be tough on your own, whether you're an exporter, importer or investor.

That's why the Australian Chamber of Commerce and Industry (ACCI) has teamed up with Lexbridge, a specialist international trade and investment legal practice, to establish the ACCI-Lexbridge Trade Law Support Service.

Lexbridge's lawyers have advised across the breadth of trade and investment law issues, and have worked on some of most significant investment and trade disputes in the last decade. They have also negotiated key aspects of most of Australia's free trade agreements, including those with China, Korea and Japan.

The ACCI-Lexbridge Trade Law Support Service provides a limited number of annual subscribers with legal assistance, including:

- Explaining entitlements to treatment under trade agreements (including market access and non-discrimination obligations and protection for investments);
- For goods trade: assessing eligibility for a preferential tariff under trade agreements, and if so, identifying the applicable rate and any requirements to claim the preferential tariff;
- For services trade and investors: identifying whether you are entitled to preferential market access under trade agreements;

- Advising on behind-the-border regulations and technical barriers to trade;
- Advising on protections for intellectual property;
- Explaining any available dispute settlement options under trade agreements;
- Explaining the meaning and effect of any other part of trade agreements; and
- Offering broader advice to help you take advantage of trade and investment opportunities.

Three hours of legal assistance (via phone or email) on these topics is available for an annual subscription fee of \$550 (including GST).

If queries are too complex to resolve in three hours, subscribers will receive a response outlining the issues that need to be addressed and a competitive, no-obligation quote for the further advice.

Get the advice you need today!

The ACCI-Lexbridge Trade Law Support Service has a limited number of subscriptions available. Lock in your subscription by completing the attached form.

For more information email enquiries@lexbridgelawyers.com

*Source: HSBC/Economist Intelligence Unit FTA study, August 2014

Lexbridge

ACCI
AUSTRALIAN CHAMBER OF
COMMERCE AND INDUSTRY

ACCI-Lexbridge Trade Law Support Service Subscription Form

Title: _____ Name: _____ Surname: _____

Position: _____ Company name: _____

Company address: _____

State: _____ P/C: _____ ABN or ACN: _____

Contact phone: (M) _____ (W) _____

Email: _____

Bank account details (should a refund of subscription fee be required)

Account Name: _____

BSB: _____ Account Number: _____

Information about your business:

My business sector is: _____

My product or service: _____

My business currently or plans to:

Export goods Export services Invest overseas

My target markets are:

China Japan USA Korea Singapore New Zealand Thailand Malaysia

Other: _____

I agree to the **terms and conditions** attached in relation to my subscription to the ACCI-Lexbridge Trade Law Support Service (please read carefully).

Payment Details:

The subscription fee of \$550 (including GST) is payable via the following methods only:

Electronic Funds Transfer:
BSB: 012 984 **Account Number:** 3972-10769
Account Name: Lexbridge Lawyers Pty Ltd Law
Practice Trust A\c

CHEQUE: Lexbridge Lawyers Pty Ltd Law
Practice Trust A\c
Mail to: PO Box 5506, Kingston ACT 2604

Please include company name in payment description.

Send completed subscription form noting method of payment to:

enquiries@lexbridgelawyers.com

or PO Box 5506, Kingston ACT 2604

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1 Parties

These Terms and Conditions are between:

- a) The entity named in the Subscription Form ('You', 'Your'), and
- b) Lexbridge of Level 1, 18 National Circuit, Barton ACT, ACN 606 100 332 ('Us', 'We', 'Our'), (together, 'the Parties').

2 Definitions

In these Terms and Conditions, unless the context otherwise requires:

- a) 'ACCI' means the Australian Chamber of Commerce and Industry, ABN 85008391795
- b) 'Businesses' includes businesses who are members of ACCI's members
- c) 'Confidential Information' means all information disclosed between the Parties in relation to the matter which is identified as confidential by a Party, or which a Party knows or reasonably ought to know is confidential, but does not include information that is in the public domain, or that is required by law to be disclosed
- d) 'Disbursement' means costs incurred in the performance of the Subscription Legal Services, including travel expenses and fees paid to third parties, but does not include Subscription Fees
- e) 'Further Legal Services' means the types of legal advice listed in the definition of Subscription Legal Services, together with any other legal advice or services agreed between the Parties
- f) 'Subscription' means a Subscription Offer that has been accepted following the steps in clause 3
- g) 'Subscription Fee' means AU\$550 (inclusive of GST)
- h) 'Subscription Form' means the form that refers to these Terms and Conditions
- i) 'Subscription Legal Services' means international legal advice to help You understand, and take advantage of, commitments in Australia's trade agreements, especially:
 - explaining entitlements to treatment under trade agreements (including market access and non-discrimination obligations and protection for investments)
 - for goods trade: assessing eligibility for a preferential tariff under trade agreements, and if so, identifying the applicable rate and any requirements to claim the preferential tariff
 - for services trade and investors: identifying whether you are entitled to preferential market access under trade agreements
 - advising on behind-the-border regulations and technical barriers to trade
 - advising on protections for intellectual property
 - explaining any available dispute settlement options under trade agreements
 - explaining the meaning and effect of any other part of trade agreements, and
 - offering broader advice to help you take advantage of trade and investment opportunities.
- 'Subscription Offer' means one of a limited number of offers by Us to Businesses (whether or not communicated via ACCI) to provide 3 hours of Subscription Legal Services during normal business hours within the Subscription Period in return for the Subscription Fee
- 'Subscription Period' means 12 months from the payment of the Subscription Fee, and

3 Acceptance of Subscription Offer

3.1 Subject to clause 3.3, You may accept the Subscription Offer by

completing, agreeing to and submitting the Subscription Form, and paying the Subscription Fee.

3.2 Upon acceptance, You will be entitled to delivery of the Subscription Offer by Us in accordance with these Terms and Conditions.

3.3 We reserve the right to refuse acceptance of a Subscription Offer by You (and return Your Subscription Fee) if the limited number of Subscription Offers have been filled by other Businesses, or there is any other good reason.

4 Subscription Fees

4.1 Subscription Fees are paid into Our trust account.

4.2 You will receive an invoice following receipt of Subscription Fees by Us.

4.3 This invoice will be a tax invoice for the purposes of any applicable law relating to goods and services tax.

4.4 We will keep Your Subscription Fee in Our trust account until a) We have fully delivered the Subscription Legal Services to You in accordance with the Subscription, or b) the Subscription Period elapses.

4.5 Upon the occurrence of the events in clause 4.4, You authorise Us to transfer Your Subscription Fee from the trust account into Our main account.

4.6 Following the transfer in clause 4.5, We will pay ACCI 50% of the Subscription Fee

5 Disbursements

5.1 Any Disbursements are not included in the Subscription Fee.

5.2 You will only be required to pay or reimburse a Disbursement if We have Your agreement prior to incurring that Disbursement.

6 Subscription Legal Services

6.1 You must contact Us directly with requests for legal services under the Subscription using one of the following means:
Email: enquiries@lexbridgelawyers.com
Phone: 02 6198 3392

6.2 Subscription Legal Services may be provided by email or phone (or by other means agreed between the Parties) directly to You.

6.3 One or more of Our partners (who are listed at www.lexbridgelawyers.com) will be responsible for the delivery of the Subscription Legal Services. Other staff employed with, or contracted to, Us may also assist.

6.4 We will aim to deliver the Subscription Legal Services in a manner that provides the most value for You in the time available under the Subscription.

6.5 We will track the hours of Subscription Legal Services delivered against Your Subscription and notify You when We have delivered the 3 hours of Subscription Legal Services to You.

7 Conduct of Subscription Legal Services

7.1 We will provide the Subscription Legal Services with professional skill and diligence and act solely in Your interests.

7.2 You agree to provide the instructions and information reasonably necessary for Us to provide the Subscription Legal Services.

7.3 In providing Subscription Legal Services, We may need to base Our advice or conclusions on facts or assumptions. If that occurs, We will tell You what facts and assumptions We are relying on. You agree to check that all those facts and assumptions are correct.

7.4 You agree that You are solely responsible for satisfying yourself as to the commercial viability of any transaction, the bona fides of the other parties to any transaction, the financial matters relevant to and the commercial soundness of the transactions, and have the sole responsibility for all these matters and will act reasonably and take reasonable care to do so and otherwise to protect Your own interests.

7.5 We are not legally responsible for any changes You make to Our written work that We have not specifically approved, and We reserve the right to remove Our name and branding from such

written work. We will aim to respond to Your requests for advice in a timely manner and will notify You of any extended delays in Our response.

8 Further Legal Services

- 8.1 The Service is designed to provide a first line of advice for Your trade law-related legal issues. The Parties acknowledge that, in some circumstances, Your specific problem may be more complex and it may not be feasible to provide comprehensive advice or complete legal answers within the scope of the Subscription.
- 8.2 In the situations identified in clause 8.1, Further Legal Services may be offered to You by Us during the remainder of the Subscription Period on separate terms to be agreed in writing between the Parties.
- 8.3 The Further Legal Services will be available to You at competitive market rates, and You will have the option of a fixed quote.

9 Confidentiality

The Parties will not disclose Confidential Information to a third party without the prior written consent of the other Party.

10 Intellectual property

- 10.1 Unless otherwise agreed in writing, We have and retain ownership of, and copyright in, all written work We prepare in the course of providing Subscription Legal Services.
- 10.2 You may only use Our written work for purposes other than that for which they were prepared with Our consent.

11 Privacy

- 11.1 We will handle and use personal information about You that is collected from You and other sources in relation to the Subscription in accordance with Our obligations under the Privacy Act 1988 (Cth) and Our privacy policy available at www.lexbridgelawyers.com.
- 11.2 Except as required by law, We will not use Your personal information for any purpose other than directly in relation to the delivery of the Legal Services and the provision of legal updates and invitations to events and seminars that We believe may be of interest to You.
- 11.3 You consent and authorise for Us to disclose Your personal information to ACCI, or to other third parties where it is directly connected with the provision of the Subscription Legal Services.

12 Retention of documents

- 12.1 You agree that documents We retain on Your behalf may be stored in digital or electronic formats.
- 12.2 We may destroy records and files relating to the provision of Subscription Legal Services to You after a period of 7 years from the expiry of the Subscription Period.

13 Your contact details

You agree to update your contact details by email to enquiries@lexbridgelawyers.com to enable Us to reasonably perform the Subscription Legal Services.

14 Independent legal advice

You are entitled to seek independent legal advice before entering into these Terms and Conditions.

15 Queries about Subscription Legal Services

If You have any questions about Your Subscription or Our Subscription Legal Services, please send an email to enquiries@lexbridgelawyers.com and We will attempt to answer Your questions and resolve any concerns amicably.

16 Our rights in providing Subscription Legal Services

- 16.1 We reserve the right not to provide Subscription Legal Services in

response to a particular request by You under the Subscription if:

- a) there is a conflict of interest
- b) We consider it may be contrary to any law or professional obligation
- c) You provide Us with inadequate instructions, or
- d) there is any other good reason.

17 Termination

- 17.1 We may terminate Your Subscription by giving 2 months' written notice to You.
- 17.2 You may terminate Your Subscription at any time by written notice to Us.
- 17.3 Following termination under clause 17.1 or 17.2, the Subscription Fee equivalent to the proportion of the Subscription not utilised at the expiry of the termination notice period under clause 17.1 or the termination notice date under clause 17.2, will be refunded to the bank account nominated in Your Subscription Form as soon as possible.

18 Apportionment of liability

If You claim compensation, damages or contribution from Us for loss or damage arising from acts or defaults (including negligence) on Our part and some or all of that loss or damage was due to or contributed to by:

- a) Your own acts or defaults or by the acts or defaults of other persons for whose actions or defaults You are responsible; or
- b) the acts or defaults of one or more other persons, not being partners, employees or agents for whose conduct We are responsible,

then We will be liable only for that proportion of the loss or damage which Our acts or defaults bear relative to the totality of the conduct of all persons causing or contributing to the loss or damage.

19 Limitation of liability

We will not be liable to You, in common law or under statute, for any direct or indirect losses or damage You may suffer arising out of acts or defaults (including negligence) on Our part, to the extent the loss or damage is not covered by Our professional indemnity insurance (provided by LawCover with a limit of \$2 million per claim).

20 General

- 20.1 These Terms and Conditions are governed by the law in force in the Australian Capital Territory.
- 20.2 In the event of a dispute under these Terms and Conditions, the Parties will initially seek to resolve the dispute through consultation and negotiation.
- 20.3 The Parties submit to the exclusive jurisdiction of the courts of the Australian Capital Territory and any courts which may hear appeals from those courts in respect of any proceedings in connection with these Terms and Conditions.
- 20.4 A written notice under these Terms and Conditions must be emailed to Us at enquires@lexbridgelawyers.com.au or to You at the email address notified in the Subscription Form as updated from time to time by You.
- 20.5 We may amend these Terms and Conditions with 14 days' prior written notice to You.
- 20.6 Any provision of these Terms and Conditions which is illegal, void or unenforceable is only ineffective to the extent of that illegality, voidness or unenforceability, without invalidating the remaining provisions.
- 20.7 Clauses 9 (Confidentiality), 10 (Intellectual Property), 18 (Limitation of Liability), 19 (Apportionment of Liability), 20.1 to 20.3, and this clause 20.7 shall survive and be of full effect after the termination of these Terms and Conditions.