

# Law Central Co Ltd ("LawCentral") ACN 091 832 225

**Contract of Service** 

**Author's Club** 

## Agreement of Contract for Services

Reference Schedule	
<u>ltem</u>	
Author or Business Name ("Author"):	
Liaison person at Business (if any):	
Address:	
Contact numbers:	
Start Date	The date that this Agreement is signed by either party.
Work	<ul> <li>Where the Author or Business is a lawyer or law firm Law Central Co Ltd is the client of that lawyer or law firm. The relationship is then one of client and lawyer.</li> <li>As set out in the LawCentral Procedures Manual, where a document ("Document") is to be built (rather than a manual or book), to provide for each online document assembly that the Author agrees to do: <ol> <li>the relevant precedents with all variables and variations</li> <li>logic flow for the creation of the document</li> <li>all hints necessary for the public to create their own document</li> <li>at the Author's discretion, from time to time articles on the use of the document and changes to the law (if applicable)</li> <li>immediate advice to LawCentral if the law changes so that the document can be removed from sale to the public from the LawCentral web site</li> <li>up to date changes to the precedent, logic flow and articles so that at all times the document and the creation of the document by the public contain the current rules and laws</li> </ol> </li> </ul>
Remuneration	10% of the gross fees (minus any credit card fees, bank fees, transactions fees and GST) generated by LawCentral's web site for the Document.
	LawCentral reserves the right to discount any documents at any time to any price, particularly when the opportunity of quantity sales arises or when vouchers are provided.
Mode of Payment	The Remuneration is paid by cheque in arrears on the 10th day of each calendar month or when the payment reaches \$500, whichever is the later.
Termination Date	On 28 days notice by either party.





#### This Agreement of Contract of Services is between the Author

#### AND

Law Central Co Ltd of 201 Adelaide Terrace, Perth, Western Australia ("LawCentral")

#### Background

- A. LawCentral has developed a business of providing document building software via the internet ("LawCentral's business").
- B. The Author carries on a business. The Author has a good reputation.
- C. The Author seeks to carry out the Work for LawCentral's business and expertise upon the terms of this agreement and with the utmost good faith.
- D. LawCentral seeks, in its capacity as client, to retain the Author to carry out the Work for LawCentral's business upon the terms of this agreement and with the utmost good faith.

#### This Agreement states:

#### 1. What is the Author to do?

The Author performs such Work as is described in the Reference Schedule from the Start Date in a skilful, expeditious and professional manner for the Remuneration.

#### 2. How is the Author paid?

LawCentral makes the Remuneration to the Author according to the Mode of Payment.

#### 3. Is the Author competent?

The Author states that the Author:

- 1. is competent
- 2. has the necessary skills to carry out the Work
- 3. is capable of doing so to a standard commensurate with their being a leader of their profession in the field
- 4. where the Author is a lawyer or legal practitioner then the Author has the requisite insurance and licences to practice law.

#### 4. Are the Agents, Employees and Assigns also bound?

A reference to a party to this agreement includes its agents, employees and assigns.

#### 5. What information is confidential?

Except as authorised by LawCentral in writing or required by the Author's performance of Work, the Author does not (directly or indirectly) reveal to any third party such confidential information as:

- (i) any trade secret, confidential dealing, operation or process
- (ii) any information concerning the organisation, business, finances, transactions or affairs of:
  - (a) LawCentral or any related corporation or associate of LawCentral
  - (b) clients of LawCentral
  - (c) clients of any related corporation or associate of LawCentral

(collective "Confidential Information")

The Author keeps with complete secrecy all Confidential Information. The Author does not use (or attempt to use) any Confidential Information in any manner. The Author does not use (or attempt to use) any Confidential Information that may (directly or indirectly) cause injury to LawCentral (or



LawCentral's business) or which may be likely to do so. This restriction continues after the Work is completed. This restriction continues after this agreement terminates.

LawCentral acknowledges the Author's authorship of the Documents and hints the subject of the Work. Intellectual property in those Documents and Manuals at all times belongs to the Author.

## 6. What if the Author causes LawCentral harm?

The Author is responsible for and indemnifies LawCentral against liability for all loss, damage or injury to persons or property caused by the Author including the public that use the LawCentral service for the documents, articles, books or manuals that the Author provides the Works for. The amount of such claims, damages, costs and expenses payable, suffered or incurred by LawCentral for any such loss, damage or injury is made good at the Author's expense.

## 7. Is the Author bound by the law?

The Author complies at their own cost and expense with all legislation, regulations, by-laws, ordinances or orders as they affect or apply to the Author or the Works performed by the Author. Further, the Author indemnifies LawCentral from and against all actions, costs, charges, claims and demands arising from the Author's non-compliance.

## 8. Is the Author an employee of LawCentral?

Nothing in this agreement is construed as to constitute LawCentral to be an employer and the Author to be an employee. It is the express intention of the parties that such a relationship is denied.

#### 9. Is the Author an agent of LawCentral?

Nothing in this agreement is construed as to constitute either party to be the agent of the other. It is the express intention of the parties that such a relationship is denied.

#### 10. Is the Author a partner of LawCentral?

Nothing in this agreement is construed as to constitute either party to be the partner of the other. It is the express intention of the parties that such a relationship is denied.

#### 11. Can LawCentral end the agreement without notice?

LawCentral may determine this agreement at any time and without prior notice. This is the case if the Author is dishonest or engages in serious misconduct or serious neglect of duty.

#### 12. Can the Author assign its rights under this agreement?

The Author may not assign its rights under this agreement without the written consent of LawCentral.

LawCentral is at liberty at any time to assign its rights, without notice to the Author.

#### 13. How can this agreement be varied?

A variation of this agreement in writing and signed by all parties to the agreement.



#### 14. Have the parties agreed to anything out side of this agreement?

This agreement is the entire agreement for contract of service between LawCentral and the Author.

#### 15. How can one party give notice to the other?

Any notices given for any purpose under this agreement are served on the Author or LawCentral if delivered or posted to the respective address.

## 16. What law applies to the agreement?

This agreement is governed and construed according to the laws of Western Australia. Each party irrevocably submits unconditionally to the jurisdiction of the Courts of Western Australia and of all courts competent to hear appeals in relation of any legal action, suit of proceeding arising out of or with respect to this agreement.

SIGNED as on the day of

200

Signed by the Author or other authorised person

(Signature)

Signed by an authorised person of LawCentral Co Ltd

rett avres (Signature)