



LA NU

CUSTOMER TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 The **Customer** will include the party or any person acting on behalf of and with the authority of the Customer that the Services is requested by.
- 1.2 **Services** means the provision of the services by LA NU in arranging models for the Customer.
- 1.3 The **Commencement Date** is the date of commencement of this Agreement between LA NU and the Customer.
- 1.4 **Loss** includes without limitation any damage cost or loss to the Customer whatsoever or howsoever arising including without limitation indirect, special or consequential loss or damage, accidents or injury and includes (i) any loss of income profit or business; (ii) any loss of good will or reputation; (iii) any loss of value of intellectual property.

2. GENERAL CONDITIONS

- 2.1 The Customer acknowledges that providing continuous instruction to LA NU to provide Services is deemed acceptance of these Conditions and the Customer agrees to be bound these Conditions.
- 2.2 These Conditions together with any Customer's written or verbal request to LA NU to perform the Services or additional Services all form part of this Agreement.
- 2.3 Any Services or dealings requested by the Customer in an ongoing nature or in addition to the Services is deemed to be incorporating and acceptance by the Customer of these Conditions, notwithstanding an agreement was not signed by the Customer and may not be varied unless expressly agreed to by LA NU in writing. In the event that an inconsistency exists and/or arises between these Conditions and the request for additional Services it is acknowledged between the parties that these Conditions will prevail.
- 2.4 No subsequent correspondence, document or discussion by the Customer shall modify or otherwise vary these Conditions unless such variation is expressed to vary these Conditions, agreed in writing and signed by LA NU and the Customer.

- 2.5 The Conditions are binding on the Customer, its heirs, assignees, executors, trustees and where applicable, any liquidator, receiver or administrator.
- 2.6 In these Conditions, the singular shall include the plural, the masculine shall include feminine and neuter, and words importing persons shall apply to corporations.
- 2.7 If any provision of these Conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired and the offending provision shall be deemed as severed from these Conditions.
- 2.8 LA NU may license or sub-contract all or any part of its rights and obligations of the Services without the Customer's consent.
- 2.9 The failure by LA NU to enforce any provision of these Conditions shall not be treated as a waiver of that provision, nor shall it affect LA NU's right to subsequently enforce that provision.
- 2.10 The Customer has reviewed this Agreement and had the opportunity to obtain legal advice in relation to the Agreement.
- 2.11 The Customer acknowledges that it, and its representatives and advisors, have been provided with all information necessary or desirable for it to make an informed decision regarding LA NU and the subject matter of this Agreement, that it has had an opportunity to ask questions of LA NU and its representatives and that it has read this Agreement and understood it.
- 2.12 A condition of this Agreement shall not be construed to the disadvantage of a party merely because that party was responsible for the drafting of the agreement.
- 2.13 The Customer acknowledges in the course of receiving the Services from LA NU, they may gain access to or have disclosed to them in writing, orally or in any other medium certain confidential, non-public, or proprietary information and trade secrets concerning the business, operations, and assets of LA



- NU. The Customer agrees to use confidential, non-public, or proprietary information only to perform its obligations under this Agreement and further agrees not to disclose that confidential, non-public, or proprietary information or trade secrets to any third party without the written consent of LA NU except as required by law. The Customer shall not use LA NU's name, logos, trademarks or service marks in any advertising or marketing campaign without LA NU's written consent.
- 2.14 The Customer must keep all terms of this Agreement confidential and must not disclose any information regarding its commercial terms or the nature of the Agreement to any third parties, except that the Agreement and its commercial terms may be disclosed as required by law or to any professional advisors (being lawyers and accountants) of the Customer.
- 2.15 The Customer agrees that all ownership, right, title, intellectual property and other rights and interests in and to the Services, and any material regarding the Services, any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Services, and any copies thereof, will be the sole and exclusive property of LA NU and that nothing in this Agreement conveys any rights of ownership to the Customer in or related to the Services, including but not limited to the LA NU name, logo and the product names associated with the Services.

3. OBLIGATIONS OF CUSTOMER

The Customer warrants acknowledges and agrees that:-

- 3.1 the Customer engages LA NU to provide the Services only;
- 3.2 LA NU may, prior to and/or after the Commencement Date conduct a back ground check, reference check and audit of the Customer. The Customer agrees to provide all necessary assistance to LA NU to access and obtain the required information and to respond to LA NU and provide all information requested by LA NU in a timely manner;
- 3.3 the Customer shall attend any appointments and scheduling items arranged by LA NU with clients of LA NU in a timely manner;
- 3.4 the Customer is responsible for and shall arrange directly payment to the client of LA NU for the balance of the negotiated fees, (less deposit) notwithstanding that LA NU arranged for the negotiation of the price on behalf of their client or that LA NU may hold a deposit on behalf of the Customer;
- 3.5 respond to any queries or arrangements made by LA NU and confirm appointments and arrangements made by LA NU to LA NU in a timely manner;
- 3.6 the Customer shall not contact directly any client of LA NU to arrange its own work with that client or contact of LA NU. Any communication with a client of LA NU that the Customer attends to as arranged by LA NU shall only be for the purposes of confirmation of the work to be performed unless otherwise authorised or directed by LA NU and for all other purposes the Customer shall only deal with

- the client through LA NU and by LA NU providing the Services to the Customer;
- 3.7 all clients, contacts and people the Customer is introduced to by LA NU are contacts or clients of LA NU and not at any stage that of the Customer and shall remain belonging to LA NU at all times;
- 3.8 it is the Customer's responsibility to arrange separate plans and alternatives due to unforeseen circumstances impacting an appointment (such as weather) with a client of LA NU. If the Customer does not proceed and the appointment is cancelled due to unforeseen circumstances and the appointment cannot be rescheduled then the cancellation policy will apply;
- 3.9 the Customer will act in a professional manner at all times when dealing with client's of LA NU.

4. PROVISION OF SERVICES

- 4.1 LA NU shall provide the Services outlined in the Particulars. LA NU reserves their right to: (i) Decline requests to provide any Services requested by the Customer; or (ii) Cancel, withhold or postpone appointments, work or Services at their discretion particularly if the Customer is in Default and the Customer acknowledges LA NU shall not be liable to the Customer for any Loss by exercising this right.
- 4.2 LA NU shall comply with all reasonable directions and requests of the Customer as to the nature and performance and requirements of the Services provided within the scope of LA NU's direction and advice.
- 4.3 Nothing in this Agreement shall effect LA NU's right to exercise its own judgment and to utilise its skills as it considers most appropriate in order to achieve compliance with any regulations or statutes or directions or otherwise in providing the Services under this Agreement irrespective of a Customer direction.
- 4.4 LA NU shall not be responsible for arranging any appointments or providing confirmation of details of any appointments with its clients for the Customer until such time as LA NU has received the Deposit.
- 4.5 The total extent and responsibility of LA NU's obligations to the Customer are the provision of the Services in accordance with the remaining terms of this Agreement and no other condition implied or otherwise shall be attributed to need to be performed by LA NU.

5. DEPOSIT

- 5.1 The Customer expressly acknowledges that LA NU may withhold Services and information from the Customer until such time as LA NU has received the Deposit.
- 5.2 The Customer shall pay to LA NU a deposit equivalent to 20% of the agreed fee that is negotiated on behalf of the client by LA NU.
- 5.3 The Customer expressly acknowledges that LA NU shall retain the deposit on behalf of the client and in satisfaction of its fees owed by the client of LA NU.
- 5.4 The Customer expressly authorises LA NU to deduct any fees owed to LA NU from any deposit held on behalf of the client in satisfaction of LA NU's fees.
- 5.5 If for any reason the client of LA NU cancels an arranged meeting with the Customer, through no



fault of the Customer, and the meeting cannot be rescheduled as required within a reasonable amount of time, LA NU agrees it shall refund the deposit to the Customer.

6. DEFAULT

- 6.1 The Customer will be in default if the Deposit is not paid by the due date.
- 6.2 The Customer will also be in Default if any outstanding money is not paid by the stipulated invoice date. Without prejudice to any other rights of LA NU, the Customer may be charged account keeping fees and interest of 5% per annum calculated on a daily basis on any payment in arrears.
- 6.3 If LA NU does not receive the outstanding balance for the invoice on or before the stipulated date, LA NU may, without prejudice to any other remedy it may have, forward the Customer's outstanding account to a debt collection agency for further action. The Customer acknowledges and agrees that: (i) if in default, the amount owed to LA NU shall not be limited to the outstanding Fees and shall include, but not limited to, all applicable fees, costs and charges under this Agreement; and (ii) the costs payable in enforcing the debt, whether incurred directly or indirectly by LA NU including any legal fees and recovery costs incurred by LA NU or by the debt collecting agency and such costs shall be calculated on a full indemnity basis and added to and form part of the debt and the total shall be treated as a liquidated demand.
- 6.4 The Customer shall also be in Default of this Agreement if the Customer fails to adhere to any appointments made on behalf of the Customer by LA NU under the provision of the Services provided or arranged by LA NU or the Customer breaches a provision of this Agreement.

7. RISK INDEMNITY AND LIABILITY

- 7.1 LA NU takes no responsibility and will not be liable for any Loss or costs resulting in the Services being inadequate as a consequence of insufficient information provided by the Customer, or by the actions or omissions of the Customer or the acts or omissions of a client of LA NU.
- 7.2 LA NU takes no responsibility and will not be liable for any Loss or costs resulting in the Services being inadequate as a consequence of a client of LA NU failing to attend an appointment with a Customer.
- 7.3 The Customer's only recourse against LA NU is a return of the deposit.
- 7.4 The Customer agrees to indemnify, defend, and hold LA NU harmless from and against any and all liability, expense (including court costs and legal fees and expenses on a solicitor/client basis), and claims for damage of any nature whatsoever, including those made by the Customer, which LA NU may incur, suffer, become liable for, or which may be asserted or claimed against by the Customer as a result of the acts, errors, omissions, or breaches of any provision of this Agreement.
- 7.5 LA NU will not be held responsible and shall not be liable for any delay or Loss caused to the Customer due to failure of the client of LA NU to provide required items or attend to any matters arranged by

LA NU or if changes are requested to the Services provided or arranged by LA NU whether at the request of the Customer, the client or contact of LA NU or otherwise and/or in any circumstances beyond LA NU's reasonable control.

- 7.6 The Customer acknowledges that LA NU fulfils its obligations to provide the Services under this Agreement in accordance with the information provided to the Customer. The Customer therefore agrees to indemnify and hold LA NU harmless from and against any and all liability, Loss, expense (including court costs and legal fees and expenses on a solicitor/Customer basis), and claims for damage of any nature whatsoever (including but not limited to damages, back payments, fines, and penalties) arising out of or connected to the failure of the client of LA NU to attend appointments or arrangement made on their behalf or the failure to provide the information required under this Agreement in a timely manner.
- 7.7 The Customer attends appointments meetings and arrangements arranged by LA NU solely at its own risk. LA NU shall not be liable in any way for any damage or Loss whatsoever or for the safety of the Customer or for any accidents or injuries the Customer may suffer as a result of attending an appointment arranged by LA NU.
- 7.8 From time to time LA NU uses third party software in performance of the Services. LA NU makes no representation or warranties with respect to third party software and the Customer acknowledges that LA NU does not control the third party software. Whilst every effort is taken to ensure its safety and reliability in performing the Services, no guarantee is given by LA NU as to the safety or reliability or use of the third party software or its performance and LA NU will not be liable for any Loss or costs to the Customer resulting from the use of third party software or the failure of that software.

8. CANCELLATION POLICY

- 8.1 If the Customer cancels any arrangement or appointment made on the Customer's behalf by LA NU then the Customer shall still be responsible for and obligated to pay to LA NU as follows:-
- (i) If the Customer cancels the appointment in excess of 7 days from the agreed appointment with the client and the appointment cannot be rescheduled to an agreed time, the Deposit shall not be refundable and the Customer forfeits their deposit;
- (ii) If the Customer cancels the appointment within 7 days of the appointment and the appointment cannot be rescheduled to an agreed time, then the Customer shall pay 50% of the agreed fee to LA NU as compensation;
- (iii) If the Customer cancels the appointment within 72 hours of the appointment (including the day of appointment due to any unforeseen circumstances) and the appointment cannot be rescheduled to an agreed time, then the Customer shall pay the full amount of the fees that would otherwise have been payable had the Customer not cancelled the appointment.

9. TERM AND TERMINATION



- 9.1 These Conditions shall apply to each engagement by the Customer of LA NU to provide the Services and shall continue for each subsequent engagement of LA NU by the Customer, notwithstanding LA NU may not provide a new scope of Services in the Particulars or a new Agreement.
- 9.2 Either the Customer or LA NU may terminate this Agreement by giving 7 days notice in writing to the other.
- 9.3 The obligations of clause 3.6 shall survive termination of this Agreement.
- 9.4 The termination of this Agreement in accordance with this clause by either party will not relieve the Customer of its payment obligations to LA NU which arose on or before the termination date.

10. JURISDICTION

This Agreement is deemed to be made in the State of Western Australia and all disputes hereunder shall be determined by the appropriate courts of Western Australia.

11. PRIVACY ACT 1988

LA NU and the Customer are bound by the *Privacy Act 1988* (Cth) and the *Privacy Regulations 2013* (Cth) and shall comply in accordance with these acts and regulations on how each other collects, uses and stores any personal or private information collected or exchanged in the course of providing the Services.

12. ENTIRE AGREEMENT

- 12.1. These Conditions constitute the whole Agreement made between LA NU and the Customer.
- 12.2. The Conditions and this Agreement contain all agreed terms and any and all prior discussions, representations, statements, actions or otherwise, and negotiations are merged within this document and LA NU expressly waives all prior representations statements actions or otherwise and negotiations made by LA NU or on its behalf that are in conflict with any clauses in this document in any way.
- 12.3. Nothing in these Conditions is intended to have the effect of contravening any applicable provisions of the Competition and Consumer Act 2010 or the Fair Trading Acts in each of the States and Territories of Australia.
- 12.4. The Customer must not assign this Agreement or its rights and duties hereunder, or any interest herein to any third party.
- 12.5. All notices between the Customer and LA NU may be sent by personal delivery, or by mail or email to the last known mailing or email address of the other. Notices sent by mail and email are deemed to be received when delivered in the ordinary course of the post. Communications about this Agreement may only be made between expressly authorised officers of the parties.

