

# Trading Terms and Conditions

## Conditions of Trading with Citylaw

1. Payment for services by the Customer is required upon an invoice being rendered to the Customer by Citylaw.
2. The Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply where the Customer is dealing with Citylaw as a business client.
3. The Customer acknowledges that in providing any information to Citylaw that Citylaw may use the information for the purpose of credit checking and may, if applicable, at a later date use the information for debt collection/marketing purposes. The Customer hereby gives consent as required by the Privacy Act 1989 for the information to be used in this manner.
4. In the event that the Customer fails to pay their account in accordance with this agreement the Customer acknowledges that they will be liable for Citylaw's costs of debt collection, including, but not restricted to, solicitor/client costs reasonably incurred by Citylaw together with any debt collection commissions.
5. The Customer further acknowledges that they will pay interest at the rate of 20% on any monies owing to Citylaw in default of the Customer's obligations under this agreement from the date that the monies fell due for payment to the Company to the date that the monies are actually paid.
6. Citylaw shall in conveyancing transactions be entitled to take its fees and disbursements at the time of settlement of that conveyancing transaction notwithstanding that at the time of settlement an invoice may not have been issued PROVIDED THAT Citylaw undertakes to provide the client with an invoice within 7 days of any such settlement.
7. Where Citylaw holds funds on behalf of any client Citylaw shall be entitled to deduct its reasonable fees and disbursements notwithstanding that at the time of such deduction an invoice may not have been issued PROVIDED THAT Citylaw undertakes to provide the client with an invoice within 7 days of any such deduction.

## Personal Guarantee

Where the Customer is a Limited Liability Company Citylaw regards the directors/shareholders personally liable for payment of all Citylaw's fees/disbursements and that in the event of the Debtor Company being in default of its obligations under this agreement to Citylaw, Citylaw shall be entitled to sue those directors/shareholders personally for recovery of those monies.