

Business – Protection and Promotion Checklist

Key areas	Checklist	Y/N
Business Terms and Conditions	<ul style="list-style-type: none"> Does our business use general terms and conditions/trading terms? Do they cover: <ul style="list-style-type: none"> - all current products and/or services we offer - payment terms, refunds and returns (for products) - confidentiality - intellectual property - privacy and data protection - warranties (including limitations) - how key risks are allocated - dispute resolution - how conflicting customer terms are not accepted by us when we supply our goods or services? Are the payment terms too long/short based on our current trading or customer needs? Are the terms and conditions easy to read? Do they reflect our business and reflect positively on us as a brand? Are they legally compliant? Are they grammatically correct (i.e. spellchecked)? Do we have a clear process for making sure customers agree and acknowledge our terms before we supply? 	
Consumer Guarantees	<ul style="list-style-type: none"> Do we sell, hire or lease products/services to businesses that are worth less than \$40,000 per transaction? or Do we sell, hire or lease products/services to businesses that are typically purchased for personal, household or domestic use that are worth less than \$40,000 per transaction? ¹ If yes, do we sell products/services worth less than \$40,000 to businesses that are not otherwise already excluded from the guarantees?² Do we understand what compulsory guarantees may apply to our goods or services? 	
Authority: Processes and Procedures	<ul style="list-style-type: none"> Who has the authority to sign legal documents on behalf of our business? Who can negotiate and agree to business terms and conditions, including changes to our standard trading terms? Is there a process to follow before signing up to legal commitments? Are employees and managers clear on what they can/can't sign without escalation? 	
Insurance Obligations	<ul style="list-style-type: none"> Do we understand what is and isn't covered by our insurance? Do we regularly consult our insurance broker before making legal commitments? 	

¹ It is the value of each individual invoice that is relevant under Australian Consumer Law.

² If yes, you can limit some of your liability. These limitations should be included in your business terms and conditions.