

**Disclaimer and acknowledgement form  
Estimation of Practice Value**

The Practice Owner owns the Practice. The Practice Owner is controlled by the Principal. ProVision provides advisory and support services to its network of independent optometrists. The Practice Owner is a member of ProVision's network. The Practice Owner does not want to use a business broker, a licensed agent or a licensed valuer and has requested ProVision to provide an estimation of the value of the practice for personal use. ProVision has agreed to provide this service to the Practice Owner on and subject to the terms of this document, as set out in the Details and the Terms and Conditions.

<b>Details</b>	
<b>Practice Owner</b>	<b>Name:</b> <b>ABN:</b> <b>Address:</b> <b>Email:</b> <b>Contact:</b>
<b>Principal</b>	<b>Name:</b> <b>Address:</b> <b>Email:</b> <b>Mobile:</b>  <b>Name:</b> <b>Address:</b> <b>Email:</b> <b>Mobile:</b>
<b>ProVision (we, our or us)</b>	<b>Name:</b> ProVision Eye Care Pty Ltd <b>ABN:</b> 48 081 840 324 <b>Address:</b> PO Box 1226, Clayton VIC 3169 <b>Email:</b> <a href="mailto:mcorduff@provision.com.au">mcorduff@provision.com.au</a> <b>Contact:</b> Mark Corduff
<b>Practice</b>	The optometric practice trading as  from
<b>ProVision Membership No.</b>	

**EXECUTED** on

**SIGNED** for and on behalf of **the Practice Owner** by )  
its authorised representative in the presence of: )

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Name of Witness  
(BLOCK LETTERS)

\_\_\_\_\_  
Name of Authorised Representative  
(BLOCK LETTERS)

**SIGNED** by **the Principal** in the presence of: )

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness  
(BLOCK LETTERS)

**SIGNED** for and on behalf of **ProVision** by its )  
authorised representative in the presence of: )

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Name of Witness  
(BLOCK LETTERS)

\_\_\_\_\_  
Name of Authorised Representative  
(BLOCK LETTERS)

## 1. DEFINITIONS

- 1.1. In this document unless the context otherwise requires:

**Details** means the Details set out on page 1 of this document;

**Support Services** are those services that we may agree to provide to the Practice Owner from time to time as described in clauses 3.1 and 3.2;

**you** and derivatives means each of the Practice Owner and the Principal, any combination of them and each of them;

**valuation guidance** is defined in clause 4.1(a).

## 2. INTERPRETATION

- 2.1. In this document, unless the context requires otherwise:

- (a) headings are for convenience only and do not affect the interpretation of this document;
- (b) the singular includes the plural and vice versa;
- (c) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (d) a reference to a clause or schedule is a reference to a clause or schedule in this document;
- (e) a reference to this document includes any schedules;
- (f) words and phrases starting with a capital letter have the meaning ascribed to those terms in the Details; and
- (g) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning.

## 3. SUPPORT SERVICES

- 3.1. We will provide Support Services to the Practice Owner as agreed from time to time. We will use reasonable care and skill in doing so.
- 3.2. The Support Services do not involve us acting on the Practice Owner's behalf.

## 4. VALUATION GUIDANCE

- 4.1. You acknowledge and agree that:

- (a) any guidance provided by us to the Practice Owner as to the estimated value, or range of values, of the Practice (**valuation guidance**) relies on information that you have provided to us; and
- (b) we are not a licensed estate agent or business broker, are not qualified to carry out business valuations, and therefore do not assume any liability to you in connection with valuation guidance.

- 4.2. You also acknowledge that:

- (a) any valuation guidance is of a general nature only and does not take into account your individual circumstances, objectives, financial situation or needs; and
- (b) we have not undertaken a detailed analysis of the Practice.

- 4.3. If you want an opinion as to the value of the Practice, or wish to obtain a formal valuation, we recommend that you engage an appropriately qualified expert such as an accountant or business valuer.

- 4.4. To the extent permitted by law, you release us from all liability for any loss or damage (whether foreseeable or not) suffered by any person acting on or using any valuation guidance whether the loss or damage arises in connection with any negligence, default, lack of care, misrepresentation or any other cause.

## 5. LIABILITY LIMITATION

- 5.1. Except for any Non-excludable Guarantee (as defined in clause 5.2 below), we do not give you any warranties, representations or undertakings (whether express or implied and whether oral or in writing) in connection with:

any Support Services or related assistance and advice provided by us in connection with the Estimation of the Practice Value,

and all such warranties, representations and undertakings are, to the maximum extent permitted by law, expressly excluded, have no force or effect and have not been relied on by you.

5.2. Any condition, warranty or guarantee that legislation applies to the supply by us to the Practice Owner of Support Services is taken to be included in this document, if that legislation renders void or prohibits contractual provisions which:

- (a) exclude, restrict or modify; or
- (b) which have the effect of excluding, restricting or modifying,

the application of, exercise of a right conferred by, or any liability under, such condition, warranty or guarantee (**Non-excludable Guarantee**).

5.3. To the maximum extent permitted by law, we limit our liability for any breach of any Non-excludable Guarantee, at our option to supplying the relevant Support Services again or paying the cost of having those Support Services supplied again.

### 6. WARRANTY AND INDEMNITY

6.1. Each of you jointly and severally warrant and agree that:

all information supplied by you to us is or will be true, correct and accurate in every respect, and not misleading or deceptive in any respect.

6.2. You acknowledge that we have not and will not conduct any audit or investigation with respect to such information, and consequently we rely on the warranty and agreement in clause 6.1 in supplying Support Services and would not supply Support Services without the benefit of that warranty and agreement. Each of you jointly and severally indemnifies and defends us and our officers, employees and agents (collectively the **those indemnified**) and hold those indemnified harmless from any loss, cost, damage and expense (including legal costs on a full indemnity basis and whether incurred by or awarded against any of those indemnified) suffered or incurred by any of the those indemnified arising from or in connection with:

- (a) a breach by you of the warranty and agreement in clause 6.1;
- (b) any negligent, unlawful, or willfully wrong, act or omission of yours or your employees or agents in connection with the estimation of the Practice value; or

- (c) any claim made or threatened by a third party arising out of or in connection with any negligent, unlawful, or willfully wrong, act or omission of yours or your employees or agents in connection with the Estimation of Practice Value.

6.3. Your liability to indemnify those indemnified under clause 6.2 will be reduced proportionally to the extent that our negligent act contributed to the relevant loss, cost, damage or expense. You agree that we will be taken as acting as agent or trustee for or on behalf of our officers, employees and agents from time to time.

### 7. GENERAL

7.1 The acknowledgements, warranties and indemnities in this document survive the Estimation of Practice Value and the completion of the Support Services.

### 8. VARIATION

8.1 An amendment or variation to this document is not effective unless it is in writing and signed by the parties.

### 9. RELATIONSHIP OF THE PARTIES

9.1 Neither party:

- (a) is in any way an agent of the other party for any purpose or has any right to hold itself out as such;
- (b) may make any promise, warranty or representation or execute any contract or otherwise deal on behalf of the other party.

### 10. GOVERNING LAW

10.1 This document is governed by the laws of the State of Victoria. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria.