

# Goods and services application



## CIVIL CLAIMS LIST

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**This is an important legal document from VCAT**

The applicant/s made this application C1/2025 to VCAT against the respondent/s on 14/12/2024. It includes details of the claim.

### Applicant summary

<b>Applicant</b> IHZ Consulting Pty Ltd ACN: 140939779
<b>Type</b> Company

### Respondent summary

<b>Respondent</b> Rate Me 2 Pty Ltd ACN: 649275703 trading as TipMi
<b>Type</b> Company

### Claim overview

<b>Claim type</b> Chief Technology Officer & consulting services	<b>Problem</b> Buyer has not paid me in full for what I sold/agreed to supply them ☑	<b>Desired outcome</b> Order buyer pay me money owed ☑ Order buyer compensate me for financial loss caused ☑
<b>Injunction</b> No	<b>Counter claim</b> No	<b>Joint Application</b> No, there are no additional applicants

### Claim details

The applicant is claiming the following:

1.	<b>Sold or provided</b> Chief Technology Officer & consulting services
2.	<b>Provided in full</b> Yes

3.	<b>Supplied on</b> 12/11/2024
4.	<b>Claiming from the buyer</b> Buyer has not paid me in full for what I sold/agreed to supply them <input checked="" type="checkbox"/>
5.	<b>Sold or supplied at</b> Other, please specify Providing the services during a contractual professional services engagement.
6.	<b>Proof of sale</b> Yes
7.	<b>Signed a contract</b> Yes
8.	<b>Issue first occurred</b> 12/11/2024
9.	<b>Desired outcome</b> Order buyer pay me money owed <input checked="" type="checkbox"/> Order buyer compensate me for financial loss caused <input checked="" type="checkbox"/>
10.	<b>Amount of claim and breakdown</b> \$22,000.00  Breakdown: They took advantage of my good-will, they were deceptive and outright lied to me. I am treating this as a standard short term contract and back charging for every day worked at a discounted rate of \$1,500/day. This is to cover the additional days/nights and weekends I worked and adjusting the paid days. As I delivered critically important material, \$18,700.00 Unpaid invoice (12 Nov 2024) INV0019, \$3,300.00
11.	<b>About the problem</b> 1. There was a contract with a social media startup called Rate Me 2 Pty Ltd (ABN 32 649 275 703), for IHZ Consulting Pty Ltd to provide Andrew Markwell as their new Chief Technology Officer for the startup.  2. The agreement between the parties (in the contract) was for Andrew Markwell to work 3 days a week for \$1,000 per day, for 3 months starting on the 10th October 2024.  3. The verbal agreement was for Andrew Markwell to help the startup raise their next capital investment, undertake a technology assessment, while also recommending an approach for the future of the technology platform and path to product launch.  4. The verbal agreement included Andrew Markwell becoming a member of staff under full time employment once the capital investment was secured.  5. During the engagement, Andrew Markwell completed numerous documents (of note: business plan, 3 year financial plan, a complete list of major activities that

must be done prior to launch) and designs (of note: current state architecture walkthroughs, AWS Cloud landing zone design) for the startup, including a PowerPoint slide deck that described the situation and approach for moving from the current technology platform to a platform that would support the business needs.

6. During the engagement, Andrew Markwell worked well beyond the 3 days as voluntary contribution as he believed the startup could be successful under role as CTO. This included in one week working 7 days to complete the necessary documentation (Business Plan and 3 year Financial plan) for the broker who brought in a sophisticated investor to consider investing in the startup.

7. During the engagement, Andrew Markwell used the tools provided by the startup, such as Confluence, Lucid Chart, Office 365. All templates used by Andrew Markwell (business plan, financial plan, Cloud landing zone design, Excel feature estimating workbook) were from IHZ Consulting Pty Ltd and gifted to Rate Me 2 Pty Ltd.

8. No one involved in the startup was capable of writing proper business documentation to raise capital investments from a sophisticated investor. Additionally, no one involved in the startup had the depth of experience in technology that Andrew Markwell has gained over his lengthy career.

9. The founder of Rate Me 2 Pty Ltd, Mary-anne Smith, along with her brother (Peter) and sister (Suzy), terminated the contract on Tuesday 12th November in the morning after I arrived at work (there was no need for a notice period based on the contract).

10. During the meeting they disclosed they were starting negotiations with the sophisticated investor who had verbally agreed to invest in their startup. They then proceeded to terminate the contract and Suzy read through the necessary terms, which I accepted as per the contract. At this stage the founder Mary-anne Smith began accusing Andrew Markwell of not completing specific tasks for the startup.

11. During the entire engagement Andrew Markwell had meetings with Founder during each working day within the office - of the 3 days per week, including informing the founder of the work he was completing in his own time, to further help the startup.

12. Three invoices were raised during the engagement, via Xero, first invoice (INV0017: \$5,500) on the 18th October, second invoice (INV0018: \$6,600) on the 31st October and final invoice (INV0019: \$3,300) on the 12th November.

13. The first and second invoices were paid promptly, but they are refusing to pay the third and final invoice (INV0019: \$3,300).

14. On Monday 18th November Andrew Markwell received correspondence via post from KL Gates (harry.kingsley@klgates.com) in which Mary-ann Smith raised

unsubstantiated claims against Andrew Markwell based on breaching the contract.

15. On Monday 18th November, Andrew Markwell responded to the allegations via email. Including a 34min phone call with Harry Kingsley, which resulted in the matter being dropped.

## Applicant details

### Applicant

IHZ Consulting Pty Ltd ACN: 140939779

### Type

Company

### Contact details

andrew.markwell@ihzconsulting.net

0412361251

8 Ruyton Street

Camberwell VIC 3124

## Respondent

### Respondent

Rate Me 2 Pty Ltd ACN: 649275703 trading as TipMi

### Type

Company

### Contact details

61 Civic Drive

Greensborough VIC 3088

## Documents submitted with this application

### Company Extract

2d3833383736363831343.pdf

### Contract

Andrew Markwell Contractors Agreement .docx.pdf

### Points of Claim

Invoice INV-0019.pdf

### Proof of Purchase

Andrew Markwell Contractors Agreement .docx.pdf

## Acknowledgements

**Full name of person filing this form**

Andrew Markwell

**Applicant/s understand and acknowledge that:**

- ✓ All information provided in this application is true and correct
- ✓ It is an offence (under section 136 of the Victorian Civil Administrative Tribunal Act 1998) to knowingly give false or misleading information to VCAT
- ✓ Submitting this application accept the VCAT Privacy Statement

**Date of application**

14/12/2024