

## NOTICE OF FILING

This document was lodged electronically in the FEDERAL COURT OF AUSTRALIA (FCA) on 22/12/2020 9:41:31 AM AEDT and has been accepted for filing under the Court's Rules. Details of filing follow and important additional information about these are set out below.

### Details of Filing

Document Lodged:	Defence - Form 33 - Rule 16.32
File Number:	VID488/2020
File Title:	PAUL BRADSHAW & ANOR v BSA LIMITED
Registry:	VICTORIA REGISTRY - FEDERAL COURT OF AUSTRALIA



Dated: 22/12/2020 9:44:45 AM AEDT

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Registrar

### Important Information

As required by the Court's Rules, this Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date and time of lodgment also shown above are the date and time that the document was received by the Court. Under the Court's Rules the date of filing of the document is the day it was lodged (if that is a business day for the Registry which accepts it and the document was received by 4.30 pm local time at that Registry) or otherwise the next working day for that Registry.



**Defence of Second Cross-Respondent on the First Cross-Claim  
(re Southern Electrical and Data Pty Ltd)**

No. VID488 of 2020

Federal Court of Australia  
District Registry: Victoria  
Division: Fair Work Division

**Paul Bradshaw** and another  
Applicants

**BSA Limited (ACN 088 412 748)**  
Respondent

**AND BETWEEN**

**BSA Limited (ACN 088 412 748)**  
Cross-Claimant (First Cross-Claim)

**Paul Bradshaw**  
First Cross-Respondent (First Cross-Claim)

**Southern Electrical and Data Pty Ltd (ACN 090 860 549)**  
Second Cross-Respondent (First Cross-Claim)

1. The Second Cross-Respondent on the First Cross-Claim (**SED**) admits that the Statement of Claim makes allegations to the effect of paragraph 1 of the Statement of Cross-Claim against Paul Bradshaw and Southern Electrical and Data Pty Ltd (**First Cross-Claim**).
2. SED admits the Defence makes allegations to the effect of paragraph 2 of the First Cross-Claim.
3. SED admits paragraph 3 of the First Cross-Claim.

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Filed on behalf of (name & role of party)	Southern Electrical and Data Pty Ltd, Second Cross-Respondent on the First Cross-Claim		
Prepared by (name of person/lawyer)	Vicky Antzoulatos		
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4. SED admits paragraph 4 of the First Cross-Claim.
5. SED admits paragraph 5 of the First Cross-Claim.
6. SED admits paragraph 6 of the First Cross-Claim.
7. In respect of paragraph 7 of the First Cross-Claim, SED:
  - a. repeats paragraphs 5, 15 and 64 of the Statement of Claim;
  - b. otherwise denies paragraph 7.
8. In respect of paragraph 8 of the First Cross-Claim, SED:
  - a. repeats paragraphs 5, 15 and 64 of the Statement of Claim;
  - b. otherwise denies paragraph 8.
9. In respect of paragraph 9 of the First Cross-Claim, SED:
  - a. denies paragraph 9(a);
  - b. in respect of paragraph 9(b), admits that invoices were issued by the Cross-Claimant to it, but otherwise denies paragraph 9(b);
  - c. does not know and cannot admit paragraph 9(c).
10. In respect of paragraph 10 of the First Cross-Claim, SED:
  - a. admits that BSA paid an amount in respect of GST;
  - b. otherwise denies paragraph 10.
11. In respect of paragraph 11 of the First Cross-Claim, SED:
  - a. repeats paragraphs 5, 15 and 64 of the Statement of Claim;
  - b. otherwise denies paragraph 11.
12. In respect of paragraph 12 of the First Cross-Claim, SED:
  - a. repeats paragraphs 5, 15 and 64 of the Statement of Claim;
  - b. admits that the “*Master Service Agreement*” as referred to in paragraph 7 of the First Cross-Claim contained a term to the effect pleaded at paragraph 12(a);
  - c. admits that the “*Master Service Agreement*” contained a term to the effect pleaded at paragraph 12(b);
  - d. admits that the “*Master Service Agreement*” contained a term to the effect pleaded at paragraph 12(c), save that clause 17(b) does not contain the words “under any law”;

- e. admits that the “*Master Service Agreement*” contained a term to the effect pleaded at paragraph 12(d).
13. In respect of paragraph 13 of the First Cross-Claim, SED:
    - a. repeats paragraphs 5, 15 and 64 of the Statement of Claim;
    - b. otherwise denies paragraph 13.
  14. SED admits that the First Cross-Respondent makes claims, in the Statement of Claim, to the effect pleaded in paragraph 14 of the First Cross-Claim.
  15. SED denies paragraph 15 of the First Cross-Claim.
  16. SED denies paragraph 16 of the First Cross-Claim.
  17. SED denies paragraph 17 of the First Cross-Claim.
  18. SED denies paragraph 18 of the First Cross-Claim.
  19. SED denies paragraph 19 of the First Cross-Claim.
  20. SED denies paragraph 20 of the First Cross-Claim.
  21. SED denies paragraph 21 of the First Cross-Claim.
  22. In respect of paragraph 22 of the First Cross-Claim, SED:
    - a. denies paragraph 22;
    - b. says that if, which is denied, the “Representations” pleaded in paragraph 22 of the First Cross-Claim were made, they were expressions of opinion as to the legal characterisation of the relationship between the Cross-Claimant and the First and Second Cross-Respondents;
    - c. says that the making of the “Representations” is not misleading or deceptive if there was a basis for making the “Representations”;
    - d. says that there was a basis for making the “Representations”;

### **Particulars**

Clauses 4.2(b) and 4.2(i) of the “*Master Service Agreement*”.

- e. says that, by reason of the matters referred to in (b) to (d) above, the conduct was not misleading or deceptive.
23. SED denies paragraph 23 of the First Cross-Claim.
  24. SED denies paragraph 24 of the First Cross-Claim.
  25. SED denies paragraph 25 of the First Cross-Claim.
  26. In response to paragraph 26 of the First Cross-Claim, SED:

- a. repeats paragraph 22 above;
  - b. otherwise denies paragraph 26.
27. SED denies paragraph 27 of the First Cross-Claim.
28. SED denies paragraph 28 of the First Cross-Claim.
29. SED denies paragraph 29 of the First Cross-Claim.
30. SED denies paragraph 30 of the First Cross-Claim.

Date: 22 December 2020

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Signed by Vicky Antzoulatos  
Lawyer for the First Cross-Respondent

This pleading was prepared by Vicky Antzoulatos (lawyer), Jonathon Dooley (counsel) and Ian Pike SC.

**Certificate of lawyer**

I, Vicky Antzoulatos, certify to the Court that, in relation to the defence filed on behalf of the First Cross-Respondent, the factual and legal material available to me at present provides a proper basis for:

- (a) each allegation in the pleading; and
- (b) each denial in the pleading; and
- (c) each non admission in the pleading.

Date: 22 December 2020

A handwritten signature in blue ink, appearing to read 'V. Antzoulatos', with a long horizontal stroke extending to the right.

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Signed by Vicky Antzoulatos  
Lawyer for the First Cross-Respondent