**Marlin Commercial - Service Agreement**

# Parties

This Service Agreement (the **"Agreement"**) is made effective on **1 September 2025** (the "Effective Date"), between:

• **AM 166 Creek Street Investment Pty Ltd** (hereinafter the "Principal"), of Ashe Morgan, Level 13, 131 Macquarie Street, Sydney NSW 2000, and • **Marlin Commercial Maintenance** (ABN 35 680 976 756) (hereinafter the "Service Provider"), of 15 Broad Axe Cres, New Beith QLD 4124.

**Recitals:** The Principal wishes to engage the Service Provider to perform commercial property maintenance services at the Principal’s premises No1 ANZAC Square (140 Creek Street, 295 Ann Street, 23 Adelaide Street and Atrium), and the Service Provider agrees to provide these services under the terms and conditions of this Agreement. The Principal and the Service Provider are collectively referred to as “the Parties.”

# Term of Agreement

1.1 **Commencement:** This Agreement commences on the Effective Date (1 September 2025) and will continue in force until terminated in accordance with this Agreement.

1.2 **Duration:** This Agreement will commence on the Effective Date and will remain in force for an initial period of twelve (12) months (“Initial Term”), unless terminated earlier in accordance with this Agreement.

Upon expiration of the Initial Term, the Agreement may be extended for additional periods of twelve (12) months each (“Extension Term”) upon mutual written agreement by both parties, subject to the same terms and conditions unless otherwise varied in writing

1.3 **Renewal (If Applicable):** If the Parties agree to a fixed term, any renewal or extension of the term shall be mutually agreed in writing at least [30] days prior to the end of the then-current term. In the absence of such agreement, the Agreement will continue on the same terms until terminated by either Party as per clause 11.

# Scope of Services

2.1 **Services Provided:** The Service Provider shall perform **commercial maintenance services** at the Principal’s property located at No1 ANZAC Square (the "Premises"). The scope of services includes, but is not limited to, the following:

* **General Maintenance:** Regular inspection and basic maintenance of building fixtures and facilities. This includes replacing burnt-out light bulbs, tightening or fixing loose fixtures, minor plumbing fixes (such as leaking taps or clogged drains) that can be remedied without specialist trade work, and reporting to the Principal any issues that require major repair or specialist attention.
* **Preventative Maintenance:** Carrying out scheduled preventative maintenance activities (for example, routine checks of lighting, HVAC filters, smoke detectors, or other building systems if within capability) to prevent breakdowns. The Service Provider will maintain a log of maintenance activities and notify the Principal of any parts or supplies needed for upkeep.
* **Emergency Response:** Prompt response to urgent maintenance issues. The Service Provider shall be available on-call for emergency issues **[24/7 or during specified on-call hours]** to address unforeseen problems (such as flooding, power outages, alarm call-outs). In emergencies beyond the Service Provider’s capacity, the Service Provider will promptly inform the Principal and may assist in coordinating third-party emergency services as needed.
* **Additional Services:** Any other maintenance or related services reasonably requested **in writing** by the Principal that are within the Service Provider’s expertise and agreed as within the scope of this Agreement. If a requested task falls outside the agreed scope, the Service Provider must obtain written approval (and a variation to fees if applicable) from the Principal before proceeding (see clause 12 on Variations).
  1. **Quality of Service:** All services shall be performed diligently and to a professional standard. The Service Provider shall use suitable equipment, materials, and supplies that meet industry standards for quality and safety. All cleaning products or chemicals used must be appropriate for commercial use and not damage the Premises.
  2. **Schedule of Work:** The regular services will be performed according to a schedule agreed with the Principal. The Service Provider will make reasonable efforts to accommodate the operational needs of the Premises when scheduling tasks (to minimize disruption to tenants or business operations).
  3. **Personnel and Supervision:** The Service Provider will ensure that trained and competent personnel carry out the services. A designated supervisor Mario Bachmann shall oversee the work and serve as a point of contact for the Principal. All personnel of the Service Provider will adhere to any site rules or security protocols when on the Premises, and will carry identification or wear uniforms identifying them as Service Provider’s staff.

# Service Provider’s Obligations

The Service Provider hereby agrees to the following obligations, in addition to the services described above:

* **3.1 Compliance with Laws:** Perform all services in compliance with all applicable laws, regulations, codes, and standards, including workplace health and safety laws. The Service Provider will obtain and maintain any licenses, permits, or approvals required to perform the services.
* **3.2 Equipment and Supplies:** Provide all labor, tools, equipment, machinery, and supplies necessary for the proper execution of the services, unless otherwise agreed that the Principal will supply certain items. All equipment used by the Service Provider shall be safe, well maintained, and suitable for the tasks.
* **3.3 Safety and Health:** Follow all reasonable safety and security procedures at the Premises. The Service Provider is responsible for ensuring that its employees or subcontractors are trained in and observe proper safety practices. Any hazardous conditions noticed by the Service Provider on the Premises must be promptly reported to the Principal. The Service Provider will take reasonable steps to prevent injury to persons or damage to property while performing the work.
* **3.4 Staffing and Supervision:** Ensure that all personnel assigned to the Premises are adequately trained, skilled, and, where required, certified for the tasks they perform. The Service Provider will provide sufficient staff to fulfill the scope of services and will supervise and manage its personnel. If key personnel or supervisors are named in this Agreement or its schedules, the Service Provider will not remove or replace such personnel without consultation with the Principal (except in cases of personnel leaving the company or other unavoidable circumstances, in which case suitably qualified replacements will be provided).
* **3.5 Access and Security:** Coordinate with the Principal to obtain any necessary access (e.g., keys, access cards) to perform the services. The Service Provider will ensure that the Premises are secured at the end of each service visit (e.g., lights turned off as appropriate, doors locked, alarm set if applicable) and that no unauthorized persons are allowed access through their presence.
* **3.6 Reporting and Communication:** Keep the Principal informed of any significant issues, damages, or incidents noticed during the provision of services. The Service Provider shall promptly report any broken fixtures, potential hazards, or any unusual conditions at the Premises. Regular reports or meetings (for example, a monthly summary of work performed, issues encountered, and upcoming tasks) shall be provided if requested by the Principal to ensure clear communication.
* **3.7 No Interference:** While on site, the Service Provider and its staff will perform their duties with minimal interference to the Principal’s tenants, employees, or operations at the Premises. The Service Provider will conduct noisy or disruptive activities (such as floor polishing, power washing, etc.) at pre-approved times to avoid disrupting normal use of the Premises.
* **3.8 Subcontracting:** The Service Provider **shall not subcontract** any part of the services to a third party without the prior written consent of the Principal. In the event subcontracting is approved, the Service Provider remains fully responsible for the work of any approved subcontractor and must ensure they comply with all terms of this Agreement.
* **3.9 Ethical Conduct:** The Service Provider and its personnel will act professionally and ethically at all times on the Premises. They shall not engage in any illegal activities, nor consume alcohol or illicit substances on site, and will treat all occupants and visitors with respect.

# Principal’s Obligations

The Principal agrees to support the Service Provider’s delivery of the services in the following ways:

* **4.1 Access to Premises:** Provide the Service Provider with necessary access to the Premises at agreed times to perform the services. This includes furnishing keys, security codes, access cards, or entry permissions as needed. The Principal will also ensure the Service Provider has access to necessary facilities on site (such as electrical power, water, lifts/elevators) to carry out their duties.
* **4.2 Safe Environment:** Inform the Service Provider of any known hazards or safety issues at the Premises (e.g., asbestos, faulty equipment, or areas under repair) that might affect the services or pose risks to the Service Provider’s staff. The Principal will take reasonable steps to mitigate any known hazards in areas where the Service Provider will work.
* **4.3 Timely Instructions and Approvals:** Respond promptly to any reasonable requests from the Service Provider, such as approval for major repairs or purchasing replacement parts outside the routine maintenance supplies. If the Service Provider seeks clarification or direction (for example, how to handle a discovered issue), the Principal will provide guidance or decisions in a timely manner to avoid delays in service.
* **4.4 Principal’s Representative:** The Principal shall designate a representative or point of contact (e.g., a building manager or agent) who will liaise with the Service Provider. This representative will be authorized to give day-to-day instructions, approve minor variations or additional work requests, and receive reports on behalf of the Principal. [For example: **Principal’s Representative:** [Name], [Title], Contact: [phone/email].]
* **4.5 Utilities and Facilities:** The Principal will make available at no cost to the Service Provider reasonable utilities (electricity, water) and use of facilities such as waste disposal bins at the Premises necessary for the performance of the services. If there are any restrictions or special instructions on use (e.g., particular waste disposal requirements or recycling rules), the Principal will communicate these to the Service Provider.
* **4.6 Payment:** Pay all invoices and fees due to the Service Provider in accordance with the terms of this Agreement (see Clause 5 on Fees and Payment). The Principal shall also promptly pay for any agreed additional services or materials that are outside the standard scope, provided such costs were approved in writing.
* **4.7 No Hindrance:** Not do anything to unreasonably hinder or obstruct the Service Provider in performing the services. The Principal will endeavor to notify the Service Provider in advance of any events or conditions that might impact the Service Provider’s work (for instance, building renovations, security alerts, or changes in building occupancy schedules).

# Fees and Payment

5.1 **Service Fee:** In consideration for the services, the Principal shall pay the Service Provider the agreed fee of **[AUD $\_\_\_]** (excluding GST) per [month/quarter/other period]. This fee covers the services described in Clause 2 (Scope of Services). The fee may be further detailed in **Schedule A** attached to this Agreement (outlining a breakdown of services or rates). If GST (Goods and Services Tax) is applicable, it will be applied in addition to the stated fees in accordance with Australian tax law.

5.2 **Invoicing:** The Service Provider will issue invoices to the Principal **[monthly on the last business day of each month]** (or as otherwise specified: e.g., after completion of specific milestones or a fixed schedule). Each invoice will detail the period covered, the services performed (and any approved additional charges), the fee due, plus GST if applicable.

5.3 **Payment Terms:** The Principal shall pay each valid invoice within **[30] days** of the invoice date, unless otherwise agreed in writing. Payment shall be made via [bank transfer/EFT] to the account details provided by the Service Provider on the invoice (or other agreed payment method). Timely payment is of the essence. If the Principal disputes any portion of an invoice, the Principal must notify the Service Provider in writing within [10] days of receiving the invoice, specifying the amount in dispute and the reasons. The undisputed portion of the invoice shall still be paid on time.

5.4 **Late Payments:** If the Principal fails to pay an undisputed invoice by the due date, the Service Provider reserves the right to **charge interest** on the overdue amount at the rate of [\_\_]% per annum (or the maximum rate allowed by law, if lower), calculated from the day after the due date up to the date of payment. The Service Provider will provide notice to the Principal before applying any such interest. Additionally, if payments are excessively delayed (e.g., more than [60] days overdue) and after giving notice and opportunity to cure, the Service Provider may suspend services until payment is brought up to date, without prejudice to its rights to terminate under clause 11.

5.5 **Additional Services and Expenses:** If the Principal requests services beyond the Scope of Services (Clause 2) or if unforeseen work is necessary (for example, a repair not covered by routine maintenance), the Service Provider shall provide a **written quote** or estimate for such additional work. The Service Provider will proceed with the additional work **only upon written approval** from the Principal, including agreement on any extra fees. Any additional approved charges will be billed either on the next regular invoice or on a separate invoice as agreed. The Principal is not liable to pay for any work or materials that were not approved in writing. If the Service Provider incurs reasonable out-ofpocket expenses in performing the services (e.g., purchasing replacement parts, consumable supplies that are not provided by Principal), such expenses must be pre-approved by the Principal and will be itemized on invoices with supporting receipts if requested.

5.6 **Taxes:** The Service Provider is responsible for its own income tax, payroll tax, superannuation, and other statutory charges in relation to its employees. The fees stated are [exclusive] of GST; GST will be added and payable by the Principal if applicable. The Service Provider will provide valid tax invoices compliant with GST requirements. Each Party will cooperate with the other in good faith to resolve any tax issues that arise in relation to this Agreement.

# Insurance

6.1 **Required Insurance:** The Service Provider shall, for the duration of this Agreement, maintain at its own cost:

* **Public Liability Insurance:** covering liability for bodily injury and property damage arising from the services, with a coverage limit of not less thanAUD $20,000,000 (twenty million dollars) per occurrence (or such other amount as may be required by the Principal, if specified).
* **Workers’ Compensation Insurance:** as required by law, covering all employees of the Service Provider engaged in providing the services, and ensuring any subcontractors (if approved by Principal) maintain similar workers’ compensation coverage.
* **Other Insurance:** If applicable, any other insurance reasonably required for the services, such as professional indemnity insurance (if the services include advisory components), motor vehicle insurance (for any vehicles used on site), or property insurance for the Service Provider’s equipment.
  1. **Insurance Certificates:** Upon request, the Service Provider shall provide the Principal with current certificates of insurance or other proof evidencing the above policies and that premiums are paid up to date. The Service Provider will also provide notice to the Principal of any cancellation or material change in the insurance policies that may affect the coverage required under this Agreement.
  2. **Principal’s Insurance:** The Principal will maintain its own insurance for the Premises (for example, property insurance and public liability for the property owner’s risks). The Principal’s insurance is separate and does not cover the Service Provider’s liabilities. Each Party will be responsible for any deductibles or excesses under their respective policies.
  3. **Indemnity to Principal’s Insurer:** The Service Provider must not do or omit to do anything that would vitiate or prejudice any insurance held by the Principal on the Premises. If any act or omission of the Service Provider results in a claim on the Principal’s insurance or increased premiums, the Service Provider agrees to indemnify the Principal or its insurer to the extent of the Service Provider’s responsibility for such claim or increase.

# Liability and Indemnities

7.1 **Service Provider Liability:** The Service Provider shall be liable for any loss, damage or injury to persons or property that arises as a result of the negligence, wrongful act, or omission of the Service Provider or its employees in the course of performing the services, to the extent that such loss or damage is attributable to that negligence or wrongful act. The Service Provider’s liability for damage to the physical property of the Principal caused by the Service Provider’s breach of this Agreement or negligence shall include the reasonable costs of repair or replacement of the damaged property.

7.2 **Indemnity:** The Service Provider agrees to indemnify and hold harmless the Principal (including the Principal’s officers, employees, and agents) from and against any claims, demands, liabilities, damages, losses, and expenses (including reasonable legal fees on a solicitor-client basis) arising out of or in connection with: (a) any injury to or death of any person, or loss of or damage to property, caused or contributed to by the Service Provider or its employees/agents in the performance of this Agreement; (b) any breach of this Agreement by the Service Provider; or (c) any negligent or wrongful act or omission of the Service Provider or its personnel. This indemnity does not apply to the extent that the claim or loss is caused or contributed to by the Principal’s own negligence, breach of this Agreement, or wrongful act.

7.3 **Principal’s Liability:** The Principal will be liable for loss or damage caused by its negligence or breach as determined under applicable law. However, nothing in this Agreement shall be construed as requiring the Principal to indemnify the Service Provider for any third-party claims except to the extent such claims arise directly from the Principal’s wrongful actions or instructions. (For example, if the Principal instructs the Service Provider to use a method or material that is unsafe or not fit for purpose and insisted on it against the Service Provider’s advice, the Principal may bear responsibility for resultant damages.)

7.4 **Limitation of Liability:** To the extent permitted by law, neither Party will be liable to the other for any indirect or consequential loss (including loss of profit, loss of business opportunity or reputation) arising out of or in connection with this Agreement. The foregoing does not limit the Principal’s rights to recover for direct losses or the Service Provider’s indemnity obligations for third-party claims as outlined above.

7.5 **No Waiver of Statutory Rights:** This Agreement does not limit any rights or remedies a Party may have under statute (such as under Australian Consumer Law if applicable) except to the extent a limitation is allowed and stated. The Service Provider acknowledges that if it is providing goods or services to a consumer (as defined in applicable law), then consumer guarantees may apply that cannot be excluded. Nothing in this Agreement excludes or restricts any liability that cannot legally be excluded (for example, liability for death or personal injury caused by negligence to the extent such exclusion is prohibited by law).

# Confidentiality

8.1 **Confidential Information:** Each Party acknowledges that in the course of performing this Agreement, it may receive or have access to confidential or proprietary information of the other Party. “Confidential Information” means any information, in any form, that is designated as confidential or that a reasonable person would deem confidential given the nature of the information and the circumstances of disclosure. For the Principal, Confidential Information includes, but is not limited to, security access codes, alarm details, entry procedures, tenant information, or business operations at the Premises that the Service Provider may observe. For the Service Provider, Confidential Information includes any of its trade secrets or proprietary methods disclosed to the Principal (though ordinarily the Service Provider is providing services rather than sharing proprietary info).

8.2 **Non-Disclosure:** The Parties agree to hold each other’s Confidential Information in strict confidence and not to disclose it to any third party except as permitted by this Agreement or with prior written consent of the other Party. The Service Provider shall instruct its employees and any approved subcontractors to maintain the confidentiality of the Principal’s information and shall only use the Principal’s Confidential Information for the purpose of carrying out the services.

8.3 **Permitted Disclosure:** Confidential Information may be disclosed by a receiving Party only to its personnel or advisors who need to know it for the purposes of this Agreement, provided they are bound by confidentiality obligations no less strict than this clause. Alternatively, a disclosure may be made if required by law, court order, or governmental regulation, provided that (where legally permissible) the disclosing Party gives advance notice to the other Party to allow it to seek a protective order or other remedy to prevent or limit the disclosure.

8.4 **Return of Information:** Upon termination of this Agreement or upon the disclosing Party’s request, the receiving Party will return or securely destroy all Confidential Information of the other Party in its possession (including deleting electronic records), except where retention is required by law or for compliance record-keeping (in which case the confidentiality obligations herein continue to apply).

8.5 **Exceptions:** The obligations in this section do not apply to information which: (a) is or becomes part of the public domain through no fault of the receiving Party; (b) was already known or independently developed by the receiving Party without reference to the Confidential Information, as evidenced by written records; or (c) is received lawfully from a third party who had the right to disclose it without confidentiality obligation.

# Dispute Resolution

9.1 **Good Faith Negotiation:** In the event of any dispute, controversy, or claim arising out of or relating to this Agreement or the breach thereof, the Parties agree to first attempt to resolve the matter **in good faith** through direct discussion and negotiation between senior representatives of each Party. A Party claiming a dispute shall give written notice to the other Party describing the nature of the dispute in detail. Within [14] days of such notice, the Parties shall meet (in person or via teleconference) to seek an amicable resolution.

9.2 **Mediation:** If the dispute is not resolved through negotiation within 30 days of the notice (or a longer period as agreed), the Parties may attempt to resolve the dispute through mediation. The Parties may jointly appoint a neutral **mediator** (or approach a mediation service such as the Australian Commercial Disputes Centre) and will share the costs of mediation equally. The mediation will be conducted in [Brisbane] (or another location agreed by the Parties). Each Party will continue to perform its obligations under this Agreement as far as practical while the dispute is being resolved, except for the matters under dispute.

9.3 **Litigation:** If the dispute remains unresolved after mediation, either Party may pursue legal remedies, including litigation, subject to clause 10.2 (Governing Law & Jurisdiction). Nothing in this clause prevents either Party from seeking urgent interlocutory relief (e.g., an injunction) from an appropriate court if necessary to prevent immediate harm or to preserve legal rights, without first engaging in the above dispute resolution process.

9.4 **Continued Performance:** Where reasonably possible, both Parties shall continue to perform their obligations under this Agreement despite the existence of a dispute, so that services are not unreasonably interrupted during the dispute resolution process. Payment for non-disputed items shall continue as normal.

# General Provisions

**10.1 Variations and Amendments:** Any variations, modifications, or additions to this Agreement (including changes to the scope of services or adjustment of fees) must be requested in writing by the Principal (AM 166 Creek Street Investment) and are subject to approval by the Service Provider. No variation is valid or binding unless it is in writing and signed by both Parties (or confirmed by an exchange of written communications explicitly agreeing to the change). This requirement applies to any change of terms, including any waiver of rights or extension of obligations under this Agreement. For example, if the Principal requires additional services beyond the original scope, the request must be made in writing; the Service Provider will then respond with any impact on fees or timeline, and both Parties must agree in writing to enact the change. Both Parties acknowledge that oral or informally communicated changes are not binding until documented as described above.

**10.2 Governing Law & Jurisdiction:** This Agreement is governed by the laws of the State of **Queensland, Australia**, without regard to its conflict of law principles. The Parties submit to the nonexclusive jurisdiction of the courts of Queensland and any courts which may hear appeals from those courts in respect of any proceedings in connection with this Agreement. Each Party waives any objection to the venue of any legal process on the basis that it is an inconvenient forum. *(If the Principal’s principal place of business is in New South Wales or another jurisdiction, the Parties may choose that state’s law instead, but absent specific direction, Queensland law will govern as the location of the services.)*

**10.3 Notices:** Any notice, demand, consent, or other communication (collectively "notice") given or made under this Agreement:

* must be in writing and addressed to the contact person or position of a Party as set out below (or aslater notified by that Party in writing);
* must be delivered by hand, sent by prepaid post, or transmitted electronically by email (with delivery/read receipt or a confirmation of transmission).

**Contact details for notices:**

* **Principal (AM 166 Creek Street Investment)** – Address: [Insert mailing address]. Email: [Insert email address of Principal or its Representative]. Attention: [Insert name or title of contact person].
* **Service Provider (Marlin Commercial Maintenance)** – Address: [Insert mailing address]. Email: [Insert email address]. Attention: [Insert name or title, e.g., Managing Director].

A notice is deemed received: (a) if delivered by hand, on the date of delivery; (b) if sent by registered post within Australia, on the 3rd business day after posting (or 7th business day if posted internationally); (c) if sent by email, on the day of transmission, provided no bounce-back or error message is received and if sent before 5:00pm on a business day (otherwise on the next business day). However, if a notice is delivered or an email is transmitted after 5:00pm at the recipient’s location, it is deemed to be received on the next business day to ensure it is received during normal working hours.

Each Party may change its notice details by notifying the other Party in writing of the new details.

**10.4 Assignment:** Neither Party may assign or transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any attempted assignment without such consent shall be void. (For the avoidance of doubt, a change in control of the Service Provider, such as a sale of the business, will be deemed an assignment requiring the Principal’s consent.) This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

**10.5 Entire Agreement:** This Agreement constitutes the entire agreement between the Principal and the Service Provider with respect to the subject matter hereof and supersedes all prior discussions, negotiations, understandings, or agreements (whether oral or written) between the Parties relating to the services. Each Party acknowledges that in entering into this Agreement, it is not relying on any representation, warranty, or promise not expressly set out in this document. **No terms, conditions, or warranties** other than those provided in this Agreement or mandatorily implied by law are binding on the Parties.

**10.6 Waiver:** No failure or delay by either Party in enforcing any right or provision of this Agreement shall constitute a waiver of that right or provision. A waiver is only effective if it is in writing and signed by the Party granting the waiver. A single or partial exercise of a right does not preclude any other or further exercise of that right or the exercise of any other right.

**10.7 Severability:** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision (or the offending part thereof) shall be deemed modified to the minimum extent necessary to make it enforceable, or if not possible, severed from the Agreement. The remaining provisions of this Agreement shall remain in full force and effect. The Parties shall negotiate in good faith to replace any invalid or unenforceable provision with a valid provision that, as closely as possible, achieves the intended commercial outcome of the original provision.

**10.8 Counterparts & Electronic Signing:** This Agreement may be executed in **counterparts**, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The Parties agree that execution of this Agreement by exchanging scanned or electronic copies in PDF format (or electronic signatures via a platform) shall be binding as if original signatures were exchanged. Each Party undertakes to provide the other with a copy of the originally signed document upon request, but failure to do so will not affect the validity of this Agreement.

**10.9 Relationship of Parties:** The Service Provider is engaged as an independent contractor. Nothing in this Agreement is intended to create a partnership, joint venture, employment, or agency relationship between the Service Provider and the Principal. The Service Provider (including its personnel) shall not represent itself as an agent or employee of the Principal. The Service Provider is responsible for all employment-related obligations for its personnel (including salary, taxes, superannuation, insurance, etc.).

**10.10 Further Assurances:** Each Party agrees to execute and deliver all documents and do all things as may reasonably be required to effect the intent and purposes of this Agreement, including cooperating in good faith to address any unforeseen issues that may arise in the course of performing the Agreement.

**10.11 Special Conditions:** [Any special conditions or additional provisions specific to this Agreement can be listed here. If none, write “Not Applicable.”]

# Termination

11.1 **Termination by Notice (No-Fault Termination):** Either Party may terminate this Agreement **without cause** by providing at least **sixty (60) days’ prior written notice** to the other Party. The notice of termination must specify the intended termination date (which shall be at least 60 days after the date of the notice). The Parties may mutually agree in writing to a shorter notice period if appropriate. The Service Provider shall continue to provide the services as normal and be paid for those services during the notice period.

11.2 **Termination for Breach:** If either Party commits a **material breach** of any term of this Agreement, the non-breaching Party may give written notice to the breaching Party describing the breach and requiring it to be remedied. If the breaching Party fails to remedy the breach within **[30] days** of receiving such notice (or such longer period as specified in the notice, if reasonable under the circumstances), the non-breaching Party may terminate this Agreement immediately by giving a further written notice. In the case of a breach that by its nature cannot be remedied (for example, a serious misconduct or irreparable damage already caused), the non-breaching Party may terminate the Agreement immediately upon written notice to the breaching Party, without a cure period.

11.3 **Immediate Termination Rights:** Notwithstanding clause 11.2, the Principal shall have the right to terminate this Agreement **immediately** by written notice to the Service Provider if: (a) the Service Provider is found to be engaging in fraud, gross negligence, or willful misconduct; (b) the Service Provider’s actions or omissions create an imminent risk to the health or safety of persons at the Premises or cause serious property damage; or (c) the Service Provider becomes insolvent, bankrupt, or enters into administration or receivership. Similarly, the Service Provider may terminate immediately by written notice if: (i) the Principal has failed to pay undisputed amounts within 60 days of the due date and has not rectified this within 14 days after written notice from the Service Provider; or (ii) the Principal is declared bankrupt, insolvent, or goes into liquidation or administration.

11.4 **Consequences of Termination:** Upon termination of this Agreement for any reason:

* The Principal shall pay the Service Provider for all services rendered up to the effective date of termination, including any approved expenses or materials incurred. If the Agreement is terminated part-way through a prepaid period, the Service Provider shall refund to the Principal any fees paid for services not yet rendered (if any), on a pro-rata basis.
* The Service Provider shall promptly remove all of its equipment and personnel from the Premises by the termination date (unless otherwise agreed for a later removal of equipment). The Service Provider shall leave the Premises in a safe and tidy condition.
* Each Party will return or destroy the other Party’s Confidential Information as per clause 8.4 and will cooperate to ensure an orderly transition or handover of the services (if the Principal is engaging a new service provider). The Service Provider will deliver to the Principal any keys, access cards, or security devices belonging to the Premises, and any reports or records reasonably requested relating to the services performed.
* Clauses of this Agreement which by their nature are intended to survive termination (such as indemnities, confidentiality, dispute resolution, etc.) shall remain in effect. Termination of the Agreement does not affect any rights or remedies that have accrued to either Party prior to termination.

11.5 **Final Account and Handover:** Within [14] days after the termination date, the Service Provider shall submit a final invoice for any outstanding fees or approved expenses. The Principal shall pay any undisputed amounts of that final invoice within 14 days of receipt. The Parties may conduct a joint inspection of the Premises on the termination date to verify the condition of the Premises and confirm completion of the Service Provider’s obligations. Both Parties shall act in good faith to settle any final matters and shall sign a handover certificate if required to acknowledge the termination and settlement of accounts.

# Variations and Amendments *(See also Clause 10.1)*

Any changes to this Agreement or to the scope of services shall be governed by the following process:

* **Principal’s Written Request:** The Principal (AM 166 Creek Street Investment) may request a variation or addition to the services by providing a written request or proposal to the Service Provider. This request should detail the nature of the change, such as additional tasks required, changes in service frequency, or other modifications.
* **Service Provider’s Response:** The Service Provider will promptly review any variation request. If the Service Provider is able to accommodate the request, it shall respond in writing with any proposed adjustments to the terms, including changes to the fee, timeline, or other conditions necessitated by the variation. If the Service Provider is unable to accommodate the request (due to capacity, feasibility, or other reasons), it will notify the Principal and may discuss alternative solutions.
* **Written Agreement:** A variation becomes effective only when both Parties have agreed in writing. This may be done by both Parties signing a formal **Variation Agreement or Amendment** document, or by an exchange of letters/emails in which the Principal explicitly agrees to the Service Provider’s proposal (or a mutually agreed revised proposal). The agreed variation should clearly detail what is being changed in the Agreement (which clauses or scope items), the date the change takes effect, and any impact on fees or other terms.
* **No Oral Variations:** The Parties expressly acknowledge that **no oral agreement or direction** will constitute a valid variation of this Agreement. The Service Provider should not act on any instruction that deviates from this Agreement unless it has been confirmed in writing by the Principal as a formal variation. Likewise, the Principal is not obliged to pay for any work that it has not formally approved in writing as a variation.
* **Recording Changes:** For clarity and record-keeping, any agreed variation or amendment should be attached to this Agreement as an addendum or appendix (and may be numbered sequentially, e.g., “Amendment 1”, “Amendment 2”, etc.). The Agreement, as amended by each variation, shall remain in full force and effect.

By ensuring that all changes are documented, the Parties maintain clarity over the Agreement’s terms throughout its duration.

**IN WITNESS WHEREOF**, the Parties have executed this Service Agreement as of the Effective Date first written above. The persons signing below warrant that they are duly authorized to sign and enter into this Agreement on behalf of the Party they represent.

signatories **Signed for and on behalf of *AM 166 Creek Street Investment*:**

Signature: ***\_\_\_\_*\_ Date: *\_\_***

Name: [Authorized Signatory’s Name]

Title: [Signatory’s Title]

**Signed for and on behalf of *Marlin Commercial Maintenance* (ABN 35 680 976 756):** Signature: ***\_\_\_\_*\_ Date: *\_\_***

Name: [Authorized Signatory’s Name]

Title: [Signatory’s Title]