

SERVICES AGREEMENT

The Parties and Contract Details

Single Double Pty Ltd	Name	Single Double Pty Ltd
	ABN	58 606 961 835
	Address	19-21 Johnston Street, Collingwood, Victoria 3066
Client	Name	[insert]
	ABN	[insert]
	Address	[insert]
Term	Start Date: the date that the Client signs this Agreement. End Date: the date this Agreement is terminated in accordance with clause 12.	
Services	Locating and providing authors for the Client's business or organisational needs.	
Fees	The Client will pay Single Double the Fee noted in each Assignment Brief.	

Contract Background

- A. Single Double acts as an agent and representative for Authors.
- B. The Client wishes to engage Authors to provide creative content for the Client's business or organisational needs.
- C. Single Double agrees to provide the Services to the Client on the terms and conditions set out in this Agreement.

Assignment Brief means a brief of work issued by the Client to Single Double describing an Assignment.

Author(s) means any person or company that is provided by Single Double to create content for the Client.

Background IP means any Intellectual Property Rights owned by or licensed to a party prior to, or independently of, this Agreement.

Business Day means a day that is not a Saturday, Sunday or public holiday or bank holiday in Melbourne.

Confidential Information means the terms of this agreement and any other non-public information about the discloser or about its business, products, services or brands which the discloser discloses to the recipient or which the recipient learns in the course of this agreement or the Promotion.

Content means content created by an Author upon Single Double's instructions for the Client.

Disbursements means all reasonable disbursements incurred by Single Double in performing the Services. Such disbursements must be agreed in writing by the Client before they are incurred by Single Double.

Insolvency Event means any of the following events:

Contract Terms

It is agreed:

1. INTERPRETATION

- 1.1 In this Agreement, unless otherwise indicated:

Agreement means this agreement, the Contract Details, and any Assignment Brief issued under this agreement.

Assignment means writing assignment requested of Single Double by the Client and provided to an Author by Single Double

- a. if the respective party is an individual, they commit an act of bankruptcy;
- b. the respective party becoming insolvent;
- c. a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to the respective party or it enters into a scheme of arrangement with its creditors or is wound up;
- d. the respective party assigns any of its property for the benefit of creditors or any class of them;
- e. an encumbrancer takes any step towards taking possession or takes possession of any of the respective party's assets, or exercises any power of sale; or
- f. a distress, attachment or other execution is levied or enforced against the respective party in excess of \$10,000.

Intellectual Property Rights means all copyright, patents, patent applications, trade marks (registrable or not), designs, eligible circuit layout rights, trade secrets, know-how, data and other like rights.

Loss means any loss including any liability, cost, expense (including legal costs on a full indemnity basis), claim, proceeding, action, demand or damage.

Services means Single Double's provision of Authors for the purposes of responding to an Assignment Brief.

2. EXCLUSIVITY

- 2.1 The Client's appointment of Single Double is exclusive. The Client agrees that it will not obtain from, or contract with, any other persons for the performance of services similar to the Services.

3. SUPPLY OF SERVICES

- 3.1 Single Double will provide the Client with a proposal and quote in response to each Assignment Brief it receives from the Client.
- 3.2 Upon the Client's written agreement to Single Double's proposal and quote, Single Double must supply the Services to the Client:
 - (a) exercising all due care, skill and judgement;
 - (b) in an efficient and professional manner; and

- (c) in accordance with all applicable laws.

- 3.3 If the Client requests Single Double to provide Services before the Client agrees to the respective proposal and quote in writing, then this will be deemed as agreement for Single Double to commence delivering the Services and the Client will be invoiced accordingly.

- 3.4 The parties must at all times act in a manner which is not likely to harm the business or reputation of the other party or any Author.

4. AUTHORS AND CONTENT

- 4.1 The Client agrees and acknowledges that Authors are independent contractors of Single Double and that Authors are not employees or agents of Single Double.

- 4.2 Single Double will endeavour to provide the Client with suitable Authors and work with the Client to assist the Author to deliver Content that meets the stated needs of the Client.

- 4.3 Single Double expressly excludes all representations or warranties in respect of the Authors and the Content, including without limitation representations or warranties as to:
 - (a) the quality or fitness for purpose of Content; and
 - (b) the Author's response to an Assignment Brief;
 - (c) the originality or ownership of Intellectual Property Rights in the Content.

- 4.4 The Client agrees and acknowledges that the Client is exclusively responsible for:
 - (a) specifying requirements for Assignments in an Assignment Brief;
 - (b) reviewing all Content prior to any use, publication or distribution; and
 - (c) obtaining any licence or assignment of Intellectual Property Rights in Content created by an Author in connection with this Agreement.

- 4.5 The Client agrees to provide to Single Double all reasonably requested feedback

on Authors and Content to assist Single Double to improve the Services.

5. ASSIGNMENTS

- 5.1** If the Client wishes to engage an Author to complete an Assignment, the Client must, unless otherwise agreed between the parties:
- (a) notify Single Double of the Assignment allocation as soon as possible; and
 - (b) provide Single Double with a completed Assignment Brief for the Assignment within 7 days of allocating the Assignment.
- 5.2** The Assignment Brief will contain the allocated Fee for the Assignment.
- 5.3** Upon receipt of an Assignment Brief, Single Double will issue an acknowledgement and invoice for the Authors works by return.
- 5.4** Single Double will engage an Author to carry out the Assignment. The Client agrees not to directly engage an Author for any work or Assignment other than through its arrangement with Single Double pursuant to this Agreement.
- 5.5** In the event that the Client directly engages an Author on an Assignment that is not notified to Single Double pursuant to this Agreement, the Client agrees to pay to Single Double the fees for the Assignment as if the Author had been engaged pursuant to this Agreement.
- 5.6** The Client agrees that Fees listed on an invoice received from Single Double constitute Confidential Information as between the Client and Single Double and expressly agrees not to provide any Assignment Brief document (original or copy) directly to an Author.

6. VARIATION OF THE SERVICES

- 6.1** A party may request in writing that the scope of the Services provided by Single Double (as outlined in the Assignment Brief) is varied.
- 6.2** The Client acknowledges that agreeing to a variation to the scope of Services may result in a variation to the Fees.
- 6.3** Single Double will provide the Client with the necessary documentation to affect such variation(s).

- 6.4** Upon agreeing to the variation to the scope of Services, Single Double will proceed with the provision of the Services, as varied.

7. FEES AND PAYMENT

- 7.1** In consideration of Single Double providing the Services, the Client must pay the Fees to Single Double.
- 7.2** The Client must reimburse Single Double for all Disbursements.
- 7.3** Fees are payable for all Assignments upon the Single Double allocating the Assignment to an Author.
- 7.4** The Client must pay all Fees and Disbursements within 30 days of Single Double invoicing the Client for delivering the respective Services.

8. GST

- 8.1** A party must pay GST on a Taxable Supply made to it under this Agreement, in addition to any consideration (excluding GST) that is payable for that Taxable Supply. It must do so at the same time and in the same way as it is required to pay the consideration for the Taxable Supply.
- 8.2** A party making a Taxable Supply to another party under this Agreement must issue a tax invoice to the other party, setting out the amount of the GST payable by that other party.
- 8.3** In this clause 8, "GST" and "Taxable Supply" have the meaning given to them in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

9. INTELLECTUAL PROPERTY

- 9.1** Nothing in this Agreement affects the ownership of any Background IP of either party.
- 9.2** The parties must not infringe the Intellectual Property Rights of the other party or a third party in connection with this Agreement.

10. LIABILITY

The provision of the Services to the Client by Single Double are made in good faith. Neither Single Double nor its servants or agents will, except as the law may require, be liable for any loss or other

consequences relating to the provision of the Services.

11. CONFIDENTIALITY

- 11.1** Each party acknowledges that in the course of this Agreement it may receive Confidential Information belonging to the other party.
- 11.2** Each party must keep the Confidential Information of the other party secret, protect and preserve its confidential nature, and not use it or disclose it to any person (or allow or assist or make it possible for any person to observe or have access to it), except to the extent necessary to obtain professional advice, to comply with this Agreement, or as required by law.

12. TERM AND TERMINATION

- 12.1** This Agreement continues for the Term.
- 12.2** Either party may terminate this agreement on 90 days written notice.
- 12.3** If either party terminates this Agreement, or ceases to fulfil its obligations under this Agreement, the Client must pay to Single Double any Fees payable to Single Double for Services or other work performed up to the expiry of the 90 days notice period.
- 12.4** Any clause of this Agreement that makes provision for continued operation or is intended to survive expiry or termination of this Agreement will survive the expiry or termination of this Agreement.
- 12.5** Clauses 4.2, 4.4, 5 to 11, 12.4, 13 and 15 survive termination of this Agreement.

13. DISPUTE RESOLUTION

- 13.1** If a dispute arises under this Agreement, either party may at any time give written notice to the other requesting that a meeting take place to seek to resolve the dispute. Nominated senior representatives of both parties must meet within 5 business days of the notice and endeavour to resolve the dispute in good faith. If such meeting does not take place or if after 5 business days of the meeting the dispute remains unresolved, either party may pursue its rights at law.
- 13.2** During a dispute, each party must continue to perform its obligations under this Agreement.

- 13.3** Clauses 13.1 and 13.2 do not restrict or limit the right of either party to obtain interlocutory relief, or to immediately terminate this Agreement where this Agreement provides such a right.

14. NOTICES

- 14.1** A notice or other communication required or permitted to be given by one party to another must be in writing and delivered personally or by email.
- 14.2** A notice or other communication is taken to have been given (unless otherwise proved), if email, on the day a confirmation of transmission or a 'delivery receipt' or 'read receipt' is obtained by the person giving notice, whichever is earlier.

15. GENERAL

- 15.1** The variation or waiver of a provision of this Agreement or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.
- 15.2** Each party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this Agreement.
- 15.3** This Agreement may be executed in any number of counterparts which together will constitute one and the same instrument and the date of the Agreement will be the date on which it is executed by the Client.
- 15.4** If any part of this Agreement is invalid or unenforceable, this Agreement does not include it. The remainder of this Agreement continues in full force.
- 15.5** This Agreement does not create a partnership, employment, fiduciary or any other relationship, except the relationship of contracting parties, between the parties. No party is liable for an act or omission of the other party.
- 15.6** This Agreement is governed by the laws of Victoria. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria.
- 15.7** In this Agreement, unless otherwise indicated by the context:
- (a) capitalised terms have the meaning set out in clause 1.1 or the Contract Details;

- (b) words importing the singular include the plural and vice versa;
- (c) headings are for convenience only and do not affect interpretation of this Agreement; and

- (d) a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Agreement.

Executed as an Agreement.

EXECUTED for and on behalf of **Single Double Pty Ltd** by its duly authorised representative:

In the presence of:

Signature of Representative

Signature of Witness

Name of Representative

Name of Witness

EXECUTED by **[insert]** in accordance with section 127(1) of the *Corporations Act 2001* by being signed by the authorised persons:

Signature of Director

Signature of Director

Name of Director

Name of Director

Schedule 1 – Pro-Forma Assignment Brief

Single Double Pty Ltd	Name	Single Double Pty Ltd
	ABN	58 606 961 835
	Address	19-21 Johnston Street, Collingwood, Victoria 3066
Client	Name	[insert]
	ABN	[insert]
	Address	[insert]
Author	Name	[insert]
	ABN	[insert]
	Address	[insert]
Assignment	[Insert description of the Author's assignment.]	
Fees	[Insert]	