

TERMS AND CONDITIONS SCHEDULE

Supplier	Name	Single Double Pty Ltd
	ABN	58 606 961 835
	Address	19-21 Johnston Street, Collingwood, VIC 3066
	Email	accounts@singledouble.co
Client	Name	[INSERT]
	ABN/ACN	[INSERT]
	Address	[INSERT]
	Email	[INSERT]
Key Contact	<i>Supplier</i>	Francesco Nazzari 0408 566 667
	<i>Client</i>	[INSERT]
Commencement Date	[INSERT]	
Term	Twelve (12) months	
Services	[INSERT SERVICES TO BE SUPPLIED]	
Goods	[INSERT GOODS TO BE SUPPLIED (if any)]	
Permitted Purpose	[INSERT PERMITTED PURPOSE for which services or work produced can be used]	
Fee (ex GST)	[INSERT FEE] e.g. \$ per month, per hour, flat fee etc	

The Schedule and the Terms and Conditions that follow form the Agreement (“**the Agreement**”) between the Client and the Supplier. No other terms and conditions or other documents are relevant unless expressly acknowledged and referenced in or attached this document.

Executed as an Agreement

Signed for and on behalf of the Supplier by: Name: Position: Date:	Signed for and on behalf of the Client by: Name: Position: Date:
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TERMS AND CONDITIONS

1. APPOINTMENT, INTERPRETATION & DEFINITIONS

- 1.1 In this Agreement, unless otherwise indicated by the context the words defined in the Schedule and in clause 14 apply.
- 1.2 This Agreement sets out the terms and conditions on which the Supplier will provide the Goods and Services to the Client.
- 1.3 The Supplier is an independent contractor and is not for any purpose a partner, joint venturer, servant, agent or employee of the Client.

2. THE PARTIES' REPRESENTATIVES

Each party represents that its Key Contact is authorised to exercise the duties, discretions and powers vested in them under this Agreement. Each party may rely on the representations given by the Key Contact as that party's position. Either part can at any time by notice change its Party Representative.

3. SUPPLY OF SERVICES

- 3.1 The Client agrees to appoint the Supplier to deliver the Goods and/or Services for the Term on the terms set out in this Agreement.
- 3.2 The Client's appointment of the Supplier is exclusive and the Client agrees not to appoint any other third party to deliver goods similar to the Goods or services similar to the Services during the Term.
- 3.3 The Supplier agrees to supply the Goods and/or Services to the Client:
 - (a) exercising all due care, skill and judgement;
 - (b) in an efficient and professional manner;
 - (c) in accordance with all applicable laws; and
 - (d) in a manner that does not harm the Client or bring the Client (and its employees, directors or associates) into disrepute.
- 3.4 The Client grants all authority required to the Supplier to deliver the Goods and/or Services. The Supplier acknowledges that it does not have the authority to bind the Client or act as the Client's agent.
- 3.5 The Supplier agrees to provide all equipment and tools of trade required to deliver the Goods and/or Services.
- 3.6 The Client agrees to provide all reasonable assistance to Supplier to enable it to deliver the Goods and Services including providing the Supplier with appropriate incorporation, identification, compliance, promotional and marketing material in relation to the Business if required.

4. VARIATION TO THE GOODS AND SERVICES

- 4.1 Either party may request in writing that the scope of the Goods and Services be varied.
- 4.2 The Client acknowledges that agreeing to a variation of the Goods and Services may result in a variation to the Fees.

5. FEE

- 5.1 The Supplier agrees to provide the Client with a tax invoice for the Fee (**Tax Invoice**).
- 5.2 The Client agrees to pay the Fee as consideration for the delivery of the Goods and/or Services in accordance with the payment terms provided on the Tax Invoice or, in the event that no payment terms are specified on the Tax Invoice, within 14 days of the date of the Tax Invoice.
- 5.3 In the event that the Client does not pay the Fee in accordance with this Agreement, the Supplier reserves the right to suspend delivery of the Services until such time as all outstanding amounts have been paid to the Supplier.

6. GST

- 6.1 Unless otherwise stated, all amounts payable under this Agreement are expressed to be exclusive of, but subject to, GST.
- 6.2 Both parties acknowledge that if GST applies to a Taxable Supply made under this Agreement the party to which the Taxable Supply is made must pay GST on that Taxable Supply, 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.
- 6.3 In this clause 6, "GST" and "Taxable Supply" have the meaning given to them in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

7. CONFIDENTIALITY

- 7.1 Notwithstanding the expiry or termination of this Agreement, no party to this Agreement will disclose to any third party any Confidential Information without the party to which the information relates prior written consent.
- 7.2 If any party is required by law to disclose any information which would be deemed Confidential Information, it should do so, provided that as soon as reasonably practicable before making a disclosure, that party informs the relevant party of the intended disclosure.
- 7.3 The Client must not use any Confidential Information of the Supplier for its own benefit (or the benefit of any third party) or to the detriment of the Supplier. The Client acknowledges that any breach of this clause will result in the Supplier suffering loss and damage and the Client indemnifies the Supplier for such loss and damage including any costs that the Supplier incurs to enforce its rights under this Agreement.

8. INTELLECTUAL PROPERTY

- 8.1 Each party acknowledges that the ownership of and all rights in relation to Background IP of any party to this Agreement or any third party that pre-exist this Agreement are and remain the property of that party and that there is no change to any right, title

or interest in such Background IP by virtue of this Agreement

- 8.2 Unless expressly stated otherwise by the Supplier, the ownership of any Intellectual Property Rights produced as a result of this Agreement shall vest solely in the Supplier immediately on creation and the Supplier grants a perpetual licence to the Client to use such intellectual property for the Permitted Purpose only.
- 8.3 The Client grants to the Supplier a perpetual royalty free licence to use any and all Intellectual Property Rights belonging to the Client that the Supplier requires in order to deliver the Goods or Services.
- 8.4 The Client also grants to the Supplier a perpetual royalty free licence to use the Client's trademark, logo or branding in the promotion and marketing of the association between the Client and Supplier. This licence survives the termination or expiry of this Agreement.
- 8.5 The Client indemnifies the Supplier for any and all Loss that the Supplier may incur or suffer as a direct result of a breach by the Client of the Intellectual Property Rights of any third party in connection with this Agreement including the licences granted in clauses 8.3 and 8.4.

9. TERM AND TERMINATION

- 9.1 This Agreement commences on the Commencement Date and continues until terminated in accordance with this Agreement.
- 9.2 The Term will automatically renew for a further Term unless the Client gives no less than 90 days' notice prior to the expiry of the then current Term that it does not wish to continue to receive the Services.
- 9.3 The Supplier may terminate this Agreement at any time by providing one (1) month written notice to the Client.
- 9.4 Without prejudice to any other rights, remedies or liabilities, the Agreement may be immediately terminated by any party upon written notice if:
- (a) any other party becomes incapable of continuing by reason of death, bankruptcy, or insolvency (as defined by the Corporations Act); or
 - (b) any other party is in breach of this Agreement and fails to remedy the breach within 7 days of notice requiring it to do so.
- 9.5 Without prejudice to any other rights, remedies or liabilities, the Agreement may be terminated immediately by the Supplier if the Client breaches this Agreement and the Supplier considers that the breach cannot be remedied.
- 9.6 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.
- 9.7 Upon termination or expiry of this Agreement all amounts owing by the Client to the Supplier become immediately due and payable to the Supplier.

10. WARRANTIES, LIABILITY AND INDEMNITIES

- 10.1 Each party represents and warrants:

- (a) it has full corporate power to enter into and give effect to this Agreement;
 - (b) the execution, delivery and performance of this Agreement does not contravene any contractual, legal or other obligations that apply to it; and
 - (c) the obligations under this Agreement will be valid, binding and enforceable
- 10.2 To the extent permitted by law, the Supplier's liability (and that of its employees or agents) under the consumer guarantees contained in part 3-2 of Schedule 2 of the *Competition and Consumer Act 2010* (Cth), is limited at the Supplier's option to, in the case of supplying:
- (a) Services, the
 - (i) supply of the Services again; or
 - (ii) payment of the cost of having the Services supplied again; and
 - (b) Goods, the
 - (i) replacement of the Goods;
 - (iii) supply of goods equivalent to the Goods;
 - (iv) repair of the Goods; or
 - (v) payment of the cost of replacing the Goods or of acquiring equivalent goods or the payment of the cost of having the Goods repaired.
- 10.3 The maximum amount of Loss that the Supplier will be liable to the Client for in connection with this Agreement is capped at an amount equal to the total Fees paid by the Client in connection with this Agreement.
- 10.4 The Client indemnifies the Supplier against any Loss or damage reasonably incurred or suffered by the Supplier arising out of the Client's breach of this Agreement or any negligent act or omission of the Client in respect of this Agreement.

11. FORCE MAJEURE

Neither party will be liable to the other for any delay or failure to perform its obligations under this Agreement as a result of a cause beyond its reasonable control (**Force Majeure**) including without limitation fire, flood, earthquake, storm or other natural disaster, war, declared state of emergency, terrorist or siege activity, labour dispute or strike.

12. DISPUTE RESOLUTION

Without prejudice to any right of a party to institute proceedings in a court of competent jurisdiction, any dispute between the parties shall, in good faith, first be sought to be resolved by negotiation between each party's Party Representative. If the dispute is not resolved within 30 days from the referral to the Party Representatives (or within some other period which the Party Representatives all agree is appropriate), the parties may pursue their rights at law.

13. TRANSFER OR ASSIGNMENT

No party may transfer, assign, mortgage, charge or encumber all or any part of this Agreement without the

prior written approval of all parties to this Agreement.

14. INTERPRETATION & DEFINITIONS

14.1 Except where the context requires to the contrary and as set out in the Schedule, the following definitions apply to the interpretation of this Agreement:

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

Confidential Information means all information relating directly or indirectly to any party to which any other party has access, and includes information that is by its nature is confidential, information and information that the disclosing party knows or ought to know is confidential including but not limited to the business performance, strategy and processes of a party.

GST means goods and services tax as imposed by the GST law.

GST Law includes *A New Tax System (Goods and Services Tax) Act 1999* and all associated legislation.

Intellectual Property Rights means all rights comprised in any patent, invention, copyright, design, trademark, eligible layout or similar right, whether at common law or conferred by statute, including the right to apply for registration in respect of those rights, and the rights to protect trade secrets, know-how and goodwill.

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

14.2 The variation or waiver of a provision of this Agreement or a parties' consent to a departure from a provision by another party will be ineffective unless in writing executed by the party.

14.3 Each party will do all things (including executing all documents) necessary or desirable to give full effect to this Agreement.

14.4 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 all of the parties.

14.5 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.

14.6 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.

14.7 This Agreement is governed by the laws of Victoria. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria.

14.8 In this Agreement, unless otherwise indicated by the context:

- (a) capitalized terms have the meanings set out in this clause 14.1 or the Schedule;
- (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 the Agreement.