

# BASIC CONTRACT AGREEMENT

Contract Location: \_\_\_\_\_ Contract Reference Number: \_\_\_\_\_

## PARTIES TO THE CONTRACT

Party A (Provider / Seller / Contractor): \_\_\_\_\_

Full Legal Name: \_\_\_\_\_

ABN / ACN / Business Number: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone / Email: \_\_\_\_\_

### Party B (Client / Buyer / Customer):

Full Legal Name: \_\_\_\_\_

ABN / ACN / Business Number (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone / Email: \_\_\_\_\_

## AGREEMENT DETAILS

Subject Matter of Contract: \_\_\_\_\_

Contract Price / Consideration: \_\_\_\_\_ AUD

Payment Terms and Schedule: \_\_\_\_\_

### Clause 1 – Interpretation

In this Contract, unless the context otherwise requires, words importing the singular include the plural and vice versa, and a reference to a person includes a corporation, partnership, trust, joint venture, association, authority, or governmental agency.

### Clause 2 – Contract Formation

This Contract constitutes the entire agreement between the parties in relation to the subject matter and supersedes all prior negotiations, communications, and representations. No variation shall be binding unless made in writing and signed by both parties.

### Clause 3 – Obligations of the Parties

Each party agrees to perform its obligations as set out in this Contract in a timely, professional, and lawful manner, complying with all applicable Australian laws and regulations.

### Clause 4 – Payment

The Client shall pay the Provider the Contract Price in accordance with the agreed Payment Terms. Unless otherwise agreed, all payments shall be made in Australian Dollars via cleared funds.

### Clause 5 – Delivery of Goods or Services

The Provider shall deliver the goods or services in accordance with the specifications and within the timeframes agreed herein. Time is not of the essence unless expressly stated.

### Clause 6 – Warranties and Representations

The Provider represents and warrants that the goods or services shall be free from defects and conform to any descriptions, samples, or specifications provided. No other warranties, express or implied, including any statutory warranties under the Australian Consumer Law, are excluded except where permitted by law.

#### **Clause 7 – Liability and Indemnity**

To the extent permitted by law, the Provider's liability for any loss or damage arising under or in connection with this Contract is limited to the Contract Price. Neither party shall be liable for consequential or indirect losses. Each party indemnifies the other against claims arising from their respective breaches or negligence.

#### **Clause 8 – Termination**

Either party may terminate this Contract by written notice if the other party commits a material breach and fails to remedy it within 14 days of receiving written notice requiring remedy.

#### **Clause 9 – Confidentiality**

Each party shall keep confidential all information obtained under this Contract and not disclose it to any third party except as required by law or with prior consent.

#### **Clause 10 – Dispute Resolution**

The parties agree to negotiate in good faith to resolve any dispute arising from this Contract. If unresolved, the dispute will be referred to mediation before any legal proceedings are commenced.

#### **Clause 11 – Governing Law and Jurisdiction**

This Contract is governed by the laws of the Commonwealth of Australia and the State or Territory in which the Provider has its principal place of business. The parties submit to the exclusive jurisdiction of the courts of that State or Territory.

#### **Clause 12 – Force Majeure**

Neither party shall be liable for any failure or delay in performing obligations caused by circumstances beyond reasonable control, including but not limited to natural disasters, strikes, or government actions.

#### **Clause 13 – Notices**

All notices under this Contract must be in writing and delivered by hand, post, or email to the addresses set out in this Contract or as otherwise notified in writing.

#### **Clause 14 – Severability**

If any provision of this Contract is found invalid or unenforceable, the remaining provisions shall continue in full force and effect and the invalid provision shall be replaced by a valid provision reflecting the original intent as closely as possible.

#### **Clause 15 – Assignment**

Neither party may assign or subcontract its rights or obligations without the prior written consent of the other party, which shall not be unreasonably withheld.

#### **Clause 16 – Waiver**

A failure or delay by either party to enforce any provision of this Contract does not constitute a waiver of that provision or any other rights.

#### **Clause 17 – Counterparts**

This Contract may be executed in any number of counterparts, each of which is deemed an original but all of which constitute one and the same instrument.

**Clause 18 – Execution**

This Contract is effective when signed by both parties and may be executed electronically or by PDF, which shall be deemed as valid as original signatures.

**Clause 19 – Privacy**

Each party agrees to comply with applicable privacy laws, including the Privacy Act 1988 (Cth), in handling any personal information received under this Contract.

**Clause 20 – Compliance with Laws**

Each party warrants that it shall comply with all applicable Australian laws, regulations, and standards relevant to the performance of this Contract.

**PARTY A SIGNATURE**

**PARTY B SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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