

AUSTRALIA BASIC SERVICE AGREEMENT

Location: _____ Date: _____

PARTIES:

Service Provider Name: _____

ABN / ACN: _____

Address: _____

Contact Phone/Email: _____

Client Name: _____

ABN / ACN (if applicable): _____

Address: _____

Contact Phone/Email: _____

1. SERVICES PROVIDED

The Service Provider agrees to provide the services described in Schedule A attached hereto (the “Services”) to the Client subject to the terms and conditions of this Agreement.

2. TERM AND TERMINATION

This Agreement shall commence on the date of signing and shall continue until terminated by either party with no less than fourteen (14) days written notice. Either party may terminate this Agreement immediately for cause, including breach or insolvency.

3. PAYMENT

The Client agrees to pay the Service Provider the fees set out in Schedule B attached hereto. Payment shall be made within fourteen (14) days of receipt of a valid invoice unless otherwise agreed in writing.

4. SERVICE PROVIDER OBLIGATIONS

The Service Provider warrants that it will perform the Services with due care, skill, and diligence in accordance with industry standards and applicable laws in Australia.

5. CLIENT OBLIGATIONS

The Client shall provide all necessary cooperation, information, and access required by the Service Provider to perform the Services.

6. CONFIDENTIALITY

Both parties agree to keep all confidential information received from the other party in strict confidence and not to

disclose it to any third party without prior written consent, except as required by law.

7. INTELLECTUAL PROPERTY

All intellectual property rights arising from the Services shall belong to the Client upon full payment, except where otherwise agreed in writing.

8. LIABILITY AND INDEMNITY

To the extent permitted by law, neither party shall be liable to the other for any indirect, consequential, or special damages arising out of or in connection with this Agreement. Each party indemnifies the other against claims arising from their respective breaches or negligence.

9. INSURANCE

The Service Provider shall maintain appropriate insurance coverage, including public liability and professional indemnity insurance, and upon request provide evidence of such insurance to the Client.

10. FORCE MAJEURE

Neither party shall be liable for failure or delay in performance caused by events beyond their reasonable control, including acts of God, war, or government actions.

11. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Australia. The parties submit to the non-exclusive jurisdiction of the courts of the State or Territory relevant to the Client's address.

12. ENTIRE AGREEMENT

This Agreement, including all Schedules, constitutes the entire agreement between the parties and supersedes all prior agreements, representations, and understandings, whether written or oral.

13. AMENDMENTS

No amendment or variation of this Agreement shall be effective unless in writing and signed by both parties.

14. SEVERABILITY

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15. NOTICES

Any notice required under this Agreement must be in writing and delivered by hand, registered post, or email to the

addresses specified above or as otherwise notified in writing.

SERVICE PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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