

# INTERIOR DESIGN SERVICES AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Client Information:

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

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

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

## Designer Information:

Full Name / Business: \_\_\_\_\_

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

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

## Project Information:

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

Scope of Services: \_\_\_\_\_

## Fees and Payment Terms:

Total Fee: \_\_\_\_\_ AUD

Payment Schedule: \_\_\_\_\_

### Clause 1 – Engagement

The Client hereby engages the Designer to provide interior design services as set forth in this Agreement and the Designer accepts such engagement subject to the terms herein.

### Clause 2 – Scope of Services

The Designer shall provide the services described in the attached Schedule A, including but not limited to concept development, design documentation, material and product selection, and coordination with contractors and suppliers.

### Clause 3 – Client Responsibilities

The Client agrees to provide full access to the project site, timely decisions, approvals, and any necessary information or documentation to enable the Designer to perform the services.

### Clause 4 – Fees and Payment

Fees shall be as specified above and are exclusive of any applicable taxes. Payment shall be made according to the payment schedule. Late payments may incur interest at a rate permitted by Australian law.

### Clause 5 – Changes

Any changes to the scope or services must be agreed in writing and may result in adjustments to fees or schedule.

### Clause 6 – Intellectual Property

All intellectual property rights in designs, drawings, and documents produced by the Designer remain with the Designer. The Client is granted a licence for use solely for the project described in this Agreement.

**Clause 7 – Confidentiality**

Both parties agree to keep confidential all information and materials obtained in the course of the engagement unless required by law or agreed otherwise in writing.

**Clause 8 – Limitation of Liability**

The Designer's liability shall be limited to direct damages up to the amount of fees paid by the Client under this Agreement. The Designer shall not be liable for indirect, consequential, or punitive damages.

**Clause 9 – Termination**

Either party may terminate this Agreement with written notice. Upon termination, the Client shall pay for all services performed to date and any reimbursable expenses.

**Clause 10 – Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Australia. The parties submit to the non-exclusive jurisdiction of courts in Australia.

**Clause 11 – Dispute Resolution**

In the event of a dispute, the parties agree to attempt resolution through mediation prior to commencing legal proceedings.

**Clause 12 – Entire Agreement**

This Agreement, including all schedules and attachments, constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior agreements, understandings, or representations.

**Clause 13 – Notices**

Any notice required under this Agreement shall be in writing and delivered by hand, mail, or email to the addresses stated herein.

**Clause 14 – Force Majeure**

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including natural disasters, strikes, or acts of government.

**Clause 15 – Severability**

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

**Clause 16 – Amendments**

No amendment or variation to this Agreement shall be valid unless made in writing and signed by both parties.

**Clause 17 – Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original.

**Clause 18 – Independent Contractor**

The Designer is engaged as an independent contractor and nothing in this Agreement shall create an employment or agency relationship.

**Clause 19 – Insurance**

The Designer shall maintain professional indemnity and public liability insurance as required by Australian law during the term of this Agreement.

**Clause 20 – Signatures**

This Agreement is signed by the duly authorised representatives of the parties as evidence of their acceptance of its terms.

**CLIENT SIGNATURE**

**DESIGNER SIGNATURE**

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

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

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