

LETTER OF AGREEMENT

Parties: _____

Party A (Provider) Information:

Full Name / Company Name: _____

ABN / ACN (if applicable): _____

Address: _____

Phone / Email: _____

Party B (Recipient) Information:

Full Name / Company Name: _____

ABN / ACN (if applicable): _____

Address: _____

Phone / Email: _____

Agreement Details:

Subject Matter of Agreement: _____

Duration / Term: _____

Payment Terms: _____

Confidentiality Obligations: _____

Clause 1 – Purpose and Scope

This Letter of Agreement (the “Agreement”) sets forth the terms and conditions under which Party A agrees to provide, and Party B agrees to receive, the goods or services described herein. This Agreement constitutes the entire understanding between the parties regarding the subject matter.

Clause 2 – Term and Termination

This Agreement shall commence upon execution and shall continue until the completion of the obligations herein or until terminated by either party upon written notice in accordance with the terms specified herein. Termination shall not affect accrued rights or liabilities.

Clause 3 – Payment

Party B agrees to pay Party A the fees as specified, under the payment terms agreed. Unless otherwise stated, all payments shall be made in Australian Dollars (AUD) and are exclusive of GST, which will be added where applicable.

Clause 4 – GST

If GST is payable in respect of any supply made under this Agreement, the recipient must pay the supplier an additional amount equal to the GST payable, subject to the supplier providing a valid tax invoice.

Clause 5 – Confidentiality

Each party agrees to keep confidential all information disclosed by the other party that is designated as confidential or that reasonably should be understood to be confidential. This obligation shall survive termination of the Agreement.

Clause 6 – Warranties and Representations

Each party represents and warrants that it has the right and authority to enter into and perform this Agreement. Party A warrants that the goods or services supplied will be delivered with due care and skill and will comply with all applicable laws.

Clause 7 – Liability and Indemnity

Neither party shall be liable for any indirect, incidental, consequential, or punitive damages arising out of or in connection with this Agreement. Each party indemnifies the other against claims arising from breach of this Agreement, negligence, or wilful misconduct.

Clause 8 – Compliance with Laws

Each party agrees to comply with all applicable laws, regulations, and codes of practice in the performance of this Agreement, including but not limited to Australian consumer law.

Clause 9 – Dispute Resolution

The parties agree to attempt to resolve any disputes arising out of this Agreement by negotiation in good faith. If unresolved, disputes shall be referred to mediation before commencing legal proceedings.

Clause 10 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia. The parties submit to the exclusive jurisdiction of courts of Australia in respect of any dispute.

Clause 11 – Notices

All notices under this Agreement must be in writing and delivered by hand, post, or email to the respective party's address or email specified in this Agreement. Notices are deemed received upon delivery or, if sent by post, three business days after posting.

Clause 12 – Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations caused by events beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, or governmental actions.

Clause 13 – Amendment

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

Clause 14 – Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect and be construed so as to best effectuate the original intent.

Clause 15 – Entire Agreement

This Agreement, including any schedules and annexures, constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements relating to its subject matter.

Clause 16 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts and by electronic signatures, each of which shall be deemed an original and together constitute one and the same instrument.

Clause 17 – Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except to a successor in interest in connection with a merger or sale of business.

Clause 18 – Relationship of Parties

Nothing in this Agreement creates a partnership, joint venture, or agency relationship between the parties. Neither party has authority to bind or obligate the other without prior written consent.

Clause 19 – Insurance

Each party shall maintain appropriate insurance coverage necessary to fulfill its obligations under this Agreement and provide evidence of such insurance upon reasonable request.

Clause 20 – Execution

The parties have executed this Agreement as of the date of signing and agree to be bound by its terms and conditions.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

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