

PAYMENT AGREEMENT

Location: _____ Date: _____

Payer Information:

Full Name/Company Name: _____

ABN/ACN or Identification No.: _____

Address: _____

Phone/Email: _____

Payee Information:

Full Name/Company Name: _____

ABN/ACN or Identification No.: _____

Address: _____

Phone/Email: _____

Payment Details:

Total Amount Payable: _____ AUD

Payment Schedule: _____

Payment Method(s): _____

Clause 1 – Agreement to Pay

The Payer agrees to pay the Payee the total amount specified in this Agreement under the terms set forth herein. This Agreement constitutes a binding and enforceable contract between the Parties under Australian law.

Clause 2 – Payment Schedule and Due Dates

Payments shall be made in accordance with the payment schedule described above. Each installment shall be due on the specified date(s). Late payments may incur interest or penalties as set forth in this Agreement or as permitted by applicable law.

Clause 3 – Payment Methods

Payments shall be made via the agreed methods, including but not limited to bank transfer, cheque, or other mutually accepted payment means. The Payee shall provide all necessary details to facilitate payment.

Clause 4 – Default and Remedies

If the Payer fails to make any payment when due, the Payee may charge interest on the overdue amount at a rate permitted by law. The Payee may also pursue any remedies available under law, including debt recovery proceedings. The Parties agree that any late fees or charges shall be reasonable and compliant with Australian regulations.

Clause 5 – Security Interest

If applicable, the Payee may require the Payer to grant a security interest over specified assets to secure the payment obligations herein. Such security interests shall be registered and perfected in accordance with the Personal Property Security Act 2009 (Cth).

Clause 6 – Representations and Warranties

Each Party represents and warrants to the other that it has the full power and authority to enter into and perform its obligations under this Agreement, that this Agreement constitutes a valid and binding obligation enforceable in accordance with its terms, and that entering into this Agreement does not conflict with any other agreement or law.

Clause 7 – Confidentiality

The Parties agree to keep confidential all information obtained in connection with this Agreement unless disclosure is required by law, regulation, or court order. This clause survives termination or completion of this Agreement.

Clause 8 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia and the applicable state or territory laws where the Payee operates. The Parties submit to the exclusive jurisdiction of the courts of that state or territory.

Clause 9 – Dispute Resolution

In the event of a dispute arising out of or relating to this Agreement, the Parties agree to attempt resolution by negotiation or mediation prior to commencing legal proceedings.

Clause 10 – Amendments

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

Clause 11 – Entire Agreement

This Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior discussions, negotiations, and agreements.

Clause 12 – Notices

All notices under this Agreement shall be in writing and delivered by hand, prepaid post, or email to the contact details provided by the Parties. Notices are deemed received upon delivery or as otherwise specified by law.

Clause 13 – Severability

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

Clause 14 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Clause 15 – Execution

By signing below, the Parties acknowledge having read, understood, and agreed to be bound by the terms and conditions of this Agreement.

PAYER'S SIGNATURE

PAYEE'S SIGNATURE

Signature: _____

Signature: _____

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