

SERVICE AGREEMENT

Location: _____ Date: _____

Service Provider Information:

Full Name / Company: _____

Australian Business Number (ABN) / Identification: _____

Address: _____

Phone/Email: _____

Client Information:

Full Name / Company: _____

Australian Business Number (ABN) / Identification: _____

Address: _____

Phone/Email: _____

Service Details:

Description of Services: _____

Service Location: _____

Service Period: _____

Fees and Payment Terms:

Total Fee: _____ AUD

Payment Schedule and Method: _____

Clause 1 – Scope of Services

The Service Provider agrees to provide the services described above (the “Services”) to the Client in accordance with the terms of this Agreement. The Service Provider shall perform the Services with due care, skill, and diligence and in accordance with applicable Australian laws and professional standards.

Clause 2 – Term and Termination

This Agreement commences upon execution and continues for the Service Period specified herein unless terminated earlier in accordance with this clause. Either party may terminate this Agreement by providing written notice to the other party if the other party breaches any material term of this Agreement and fails to remedy such breach within 14 days of receiving written notice.

Clause 3 – Fees and Payment

The Client agrees to pay the Service Provider the Total Fee as set forth above. Payment shall be made according to the Payment Schedule and Method. Unless otherwise agreed, all payments shall be made in Australian Dollars (AUD). Late payments shall bear interest at the rate of 5% per annum, calculated daily.

Clause 4 – Confidentiality

Each party agrees to keep confidential all information, documents, and materials disclosed by the other party in connection with this Agreement, and shall not disclose such information to any third party without prior written

consent, except as required by law or professional regulation.

Clause 5 – Intellectual Property

All intellectual property rights created or arising in connection with the Services shall be the exclusive property of the Service Provider unless otherwise agreed in writing. The Client is granted a non-exclusive, non-transferable license to use deliverables solely for its internal purposes.

Clause 6 – Liability and Indemnity

The Service Provider's liability for any claim arising out of or in connection with this Agreement shall be limited to the total fees paid by the Client. The Client agrees to indemnify and hold harmless the Service Provider from and against any claims, liabilities, damages, or losses arising from the Client's breach of this Agreement or misuse of the deliverables.

Clause 7 – Force Majeure

Neither party shall be liable for any failure or delay in performance caused by events beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, industrial disputes, or government actions. The affected party shall notify the other promptly and use reasonable efforts to mitigate the impact.

Clause 8 – 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 Australia for any dispute arising out of or in connection with this Agreement.

Clause 9 – Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior negotiations, representations, or agreements, whether written or oral. Any amendments must be in writing and signed by both parties.

Clause 10 – Notices

All notices under this Agreement shall be in writing and shall be deemed to have been duly given if delivered by hand, emailed with confirmation, or sent by registered post to the addresses set out in this Agreement or as otherwise notified in writing.

Clause 11 – 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 as if the invalid provision were omitted.

Clause 12 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which constitute one and the same instrument. Electronic signatures shall be deemed to have the same legal effect as original signatures.

SERVICE PROVIDER'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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