



Service Agreement

between

Key Essentials and You

Date

Parties

Name Nolene Wood trading as Key Essentials
ABN 29472290095
Short form name **Key Essentials**
Notice Details 21 Mingah Crescent, Shailer Park QLD
Attention: Nolene Wood

Name [Insert Details]
ABN [Insert Details]
Short form name **You**
Notice Details [Insert Details]

Attention: [Insert Details]

Agreed terms and conditions

1. Defined terms

1.1 Defined terms

In this document:

Claim means any claim, notice, demand, action, proceeding, litigation, investigation or judgment, whether based in contract, tort, structure, equity or otherwise.

Deposit means an amount determined by Key Essentials.

Liability means any liability, loss, damage, outgoing, cost and expense of whatever description.

Services means the Services in Schedule 1 as required by You.

Service Fee means the amounts payable for the Services as determined by Key Essentials in accordance with Key Essentials current price list, as varied from time to time, and any third party costs incurred by Key Essential on Your behalf.

2. Services

2.1 Provision of Services

Key Essentials agrees to provide You with the Services requested by You.

2.2 Cost of Services

- (a) Key Essentials will provide You with a written quote for the Services requested by You prior to undertaking the Services
- (b) You acknowledge that the written quote is only an estimate of costs for the Services and any variations and additional Services provided will be at an additional cost.
- (c) Key Essentials will not be bound by any written quote provided under this agreement.

2.3 Sub-Contracting

Key Essentials may engage third parties to provide some or all of the Services.

3. Payments

3.1 Deposit

- (a) You must pay Key Essentials the Deposit upon request.
- (b) Key Essential may use the Deposit as payment or part payment of any invoice Key Essentials issues to You.

3.2 Fees

You must pay the Service Fee to Key Essentials.

3.3 Payment Terms

- (a) Key Essentials will provide You with an invoice for all Service Fees.

- (b) You must pay all invoices issued by Key Essentials within 10 days from the date of the invoice.

4. Liability

4.1 Warranties

You warrants that:

- (a) all information provided to Key Essentials is accurate;
- (b) all pictures or photographs provided to Key Essentials for use in providing the Services are true and accurate images of what they purport to be;
- (c) all information and pictures provided to Key Essentials are not likely to mislead and deceive the public; and
- (d) the use of the information, photographs, pictures and any other materials provided to Key Essentials for the purpose of providing the Services will not infringe any third party's rights or defame any third party and You own or have been granted a licence to use those materials.

4.2 Acknowledgment

You acknowledges that:

- (a) it is Your sole responsibility to ensure the marketing, promotional or other materials are accurate and error free prior to publication; and
- (b) Key Essentials does not guarantee that Your website will be listed on the first page of internet search engine organic listing results.

4.3 Indemnity

You indemnify Key Essentials:

- (a) for all Liabilities that Key Essentials incurs; and
- (b) against all Claims (including the cost of defending or settling any Claim) which may be instituted against Key Essentials,

arising out of:

- (c) a breach of this agreement by You; or
- (d) the negligence of You, Your agents, employees or sub-contractors or of any other person for whose acts or omissions You are vicariously liable.

4.4 Limitation of Liability

- (a) The parties exclude, to the maximum extent allowed by law, all terms and warranties expressed or implied by any legislation, the common law, equity, trade, custom or usage or otherwise in connection with Key Essentials' obligations under this agreement.
- (b) If any legislation implies in this agreement any term or warranty and also prohibits provisions in a contract excluding or modifying the application of or liability under that term or warranty:
 - (i) that term or warranty is included in this agreement to the minimum extent required; and

- (ii) to the maximum extent permitted by law, the liability of Key Essentials for a breach of that term or warranty is limited to the cost of resupplying the Service.
- (c) Key Essentials will not be liable for:
 - (i) indirect, special, incidental, or consequential loss or damage which may arise in respect of this agreement; or
 - (ii) loss of profit, business, revenue, goodwill or anticipated savings.

5. Termination

5.1 Right to terminate

Either party may terminate this agreement by providing the other party with written notice of termination.

5.2 Accrued rights

Termination of this agreement does not affect any accrued rights or remedies of either party.

6. Miscellaneous

6.1 Alterations

This agreement may be altered only in writing signed by each party.

6.2 Costs

Each party must pay its own costs of negotiating, preparing and executing this agreement.

6.3 Invalid or unenforceable provisions

If a provision of this agreement is invalid or unenforceable in a jurisdiction:

- (a) it is read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
- (b) it does not affect the validity or enforceability of:
 - (i) that provision in another jurisdiction; or
 - (ii) the remaining provisions.

6.4 Survival

Any indemnity or any obligation of confidence under this agreement is independent and survives termination of this agreement. Any other term by its nature intended to survive termination of this agreement survives termination of this agreement.

6.5 Counterparts

This agreement may be executed in counterparts. All executed counterparts constitute one document.

6.6 Entire agreement

This agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

6.7 Governing Law

- (a) This agreement is governed by and construed in accordance with the laws of the State of Queensland, Australia.
- (b) The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of the State of Queensland and Courts of Appeal from them for determining any dispute concerning this agreement.

Schedule 1 – Services

- Website design and publishing services
- Corporate Video Productions
- Domain name registration
- Website hosting
- Drafting and researching website content
- Keyword research and advice
- Graphic design services
- Printing services
- Photography services
- Online and offline marketing consultancy services
- Online advertising
- Documents, electronic forms, templates and database design
- Any other services agreed between the parties

Signing page

EXECUTED as an agreement

Executed by **Nolene Wood** in the presence of:

Signature of witness



Signature of Nolene Wood



Name of witness (print)

Executed by **[Insert name]** in accordance with its constitution and s127 Corporations Act 2001 (Cth):

Signature of director



Signature of director/company secretary
(Please delete as applicable)



Name of director (print)

Name of director/company secretary (print)

Executed by **[insert]** in the presence of:

Signature of witness



Signature



Name of witness (print)

Name