

Susan Read Landscapes

ABN: 68 600 349 461

Susan Read 0418 635 781

Landscape Architect

PO Box 5011,

TURRAMURRA NSW 2074

susan.read@susanreadlandscapes.com.au

www.susanreadlandscapes.com.au

Date

2019

Insert Name of Client

AND

Susan Read t/as Susan Read Landscapes (ABN 68 600 349 461)

LANDSCAPE ARCHITECT SERVICE AGREEMENT

Aquarius Lawyers

Email: info@aquariuslawyers.com.au

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ABN: 68 600 349 461

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Landscape Architect

**PO Box 5011,
TURRAMURRA NSW 2074**

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THIS AGREEMENT dated day of 2019

BETWEEN **Insert name of client** of **Insert address** (**Client**)

AND **Susan Read t/as Susan Read Landscapes (ABN: 68 600 349 461) of PO Box 5011, Turramurra in the State of New South Wales (Landscape Architect)**

BACKGROUND

The Client wishes to engage the Landscape Architect to provide services and the Landscape Architect wishes to provide those services upon the terms and conditions set out in this Agreement. All contracts and transactions between the Landscape Architect and the Client whether made orally or in writing are subject to these terms and conditions.

OPERATIVE PARTS

1. THE ENGAGEMENT AND SERVICES

- 1.1. This Agreement is between the Landscape Architect and the Client.
- 1.2. The Landscape Architect agrees to perform the Services:
 - 1.2.1. specified in the Schedule for the Client;
 - 1.2.2. for the Fees and for the Term set out in the Schedule in accordance with this Agreement; and
 - 1.2.3. the quote for the Service specified in the Schedule is valid for 14 days from the date of this agreement.
- 1.3. The Client agrees to make full payment of the Fees set out in the Schedule in accordance with this Agreement.
- 1.4. Upon payment in full of the Fees, the Landscape Architect will grant the Client the Licence on the terms set out in this Agreement.
- 1.5. The Landscape Architect will perform the Services for the period in the Specification in the Schedule unless cancelled or terminated in accordance with this Agreement.

2. FEES AND INVOICING

- 2.1. The Client will pay the Landscape Architect the Fees set out in the Schedule.
- 2.2. A deposit in the amount set out in the Schedule is to be paid upon signing this Agreement. The deposit is non-refundable.
- 2.3. The Fees payable to the Landscape Architect to perform the Services may be adjusted as agreed by the Parties in writing (including by email) on account of

changes in relation to the nature of the Services to be performed by the Landscape Architect pursuant to this Agreement.

- 2.4. The Client will reimburse the Landscape Architect for any pre-agreed out of pocket expenses for the services.
 - 2.5. In order to receive payment under this clause, the Landscape Architect must provide the Client with a tax invoice that complies with any invoicing guidelines released by the Australian Taxation Office from time to time that includes the Landscape Architect's ABN, a description of the services and any receipts for pre-agreed out of pocket expenses.
 - 2.6. Invoices must be paid by the Client within seven (7) of the date of the invoice.
 - 2.7. Interest is payable on any amount owed by the Client at the rate of ten per cent (10%) per month from the due date for payment until the relevant amount is paid.
 - 2.8. The Client will be responsible for the payment of all reasonable legal costs and expenses incurred with respect to the recovery of any outstanding amounts owed to the Landscape Architect.
- 3. CANCELLATION**
- 3.1. This agreement may be cancelled upon seven (7) days notice in writing if the Client no longer requires the Services.
 - 3.2. For services valued at \$3000 or more, a cancellation fee applies. This fee is equal to 10% of the value of the work remaining.
 - 3.3. The Client will be responsible for payment of all expenses incurred until the date of cancellation.
 - 3.4. At her discretion, the Landscape Architect may charge a cancellation fee for services valued less than \$3000.
- 4. INTELLECTUAL PROPERTY**
- 4.1. The Landscape Architect owns the intellectual property created in the course of the services for the Client.
 - 4.2. If the intellectual property is to be used by the Client for commercial purposes, the Client must seek permission from the Landscape Architect.
- 5. RETRIEVAL OF COMPLETED WORK**
- 5.1. The Landscape Architect will keep soft copies of work done for one year from the date of completion. After this time, the soft copies will be deleted.
 - 5.2. A retrieval fee of \$150 plus GST applies if you require the Landscape Architect to retrieve soft copies of work done.
- 6. OBLIGATIONS AND WARRANTIES OF THE LANDSCAPE ARCHITECT**
- 6.1. The Landscape Architect warrants and represents that:
 - 6.1.1. she has legal capacity, power and authority to enter into this Agreement;

- 6.1.2. there are no legal restrictions preventing her from performing the Services;
- 6.1.3. in performing the Services she will act with due care and skill;
- 6.1.4. she will act lawfully and will comply with any applicable licenses, laws, regulations, professional standards, health and safety requirements and Australian standards in performing the Services;
- 6.1.5. she has a valid ABN which has been advised to the Client; and
- 6.1.6. she will, to the best of her ability keep all information provided by the Client securely.

7. CLIENT'S OBLIGATIONS AND WARRANTIES

- 7.1. The Client warrants and represents that:
 - 7.1.1. it has legal capacity, power and authority to enter into this agreement;
 - 7.1.2. it will act lawfully and will comply with any applicable licenses, laws, regulations, codes of conduct, professional standards, health and safety requirements and Australian standards;
 - 7.1.3. it will not infringe any third party rights or violate any other agreement by entering into this agreement;
 - 7.1.4. it will comply with any reasonable requests given to it by the Landscape Architect from time to time to enable the Landscape Architect to provide the services;
 - 7.1.5. it has obtained the necessary clearances and approvals in relation to the subject matter of the work to be done; and
 - 7.1.6. it has all approvals for any recording or voice overs that have been obtained and are used by the Landscape Architect in the course of service.
- 7.2. The Client is to provide any materials, information and log in details required for use by the Landscape Architect to complete the services. The Client takes full responsibility for any materials, information and log in details to be supplied. The Client will ensure that any materials, information and log in details are adequately insured against loss, damage or liability.
- 7.3. The Client shall ensure it is punctual in performing all obligations under this Agreement including but not limited to, arrival and preparedness for the Services to be carried out at the event.

8. INDEMNITY

- 8.1. The Client indemnifies the Landscape Architect against all losses, damage or liability arising in connection with:
 - 8.1.1. claims by third parties of infringement of intellectual property;
 - 8.1.2. competing claims to title;
 - 8.1.3. loss or damage to the property of the Landscape Architect;
 - 8.1.4. claims by any person in respect of personal injury, illness or death, or loss of or damage to any property;

- 8.1.5. claims by government authorities for breach of laws; or
- 8.1.6. liability for taxes, duties, fines or penalties.
- 8.2. The obligations under this clause will survive termination of this agreement.

9. TERMINATION

- 9.1. **Automatic termination:** The Agreement will automatically terminate upon the conclusion of the Services unless otherwise changed by agreement in writing (including by email) between the Parties.
- 9.2. **Obligations on termination:**
 - 9.2.1. Upon termination of this Agreement, the Landscape Architect will immediately stop performing the Services. ;
 - 9.2.2. Upon termination of this Agreement, the Client will immediately pay the Landscape Architect the Fees for all Services completed, any pre-agreed out of pocket expenses incurred prior to termination, and any other amounts owing under the Agreement and pay to the Landscape Architect any amount owed in respect of any indemnities provided under this Agreement.
- 9.3. The accrued rights, obligations and remedies of the Parties are not affected by the termination of this Agreement.

10. COSTS AND EXPENSES

- 10.1. Each party must pay its own costs and expenses (including legal costs and expenses) in relation to the negotiation, preparation and execution of this agreement and any variation or replacement by this agreement.

11. PAYMENT

- 11.1. If the payer is required under this Agreement to pay for or reimburse an expense or outgoing of the recipient, or is required to make a payment under an indemnity in respect of an expense or outgoing of the recipient, the amount to be paid by the payer is the sum of:
- 11.2. the amount of the expense or outgoing less any input tax credit in respect of that expense or outgoing that the recipient is entitled to; and
- 11.3. if the recipient's recovery from the payer is in respect of a taxable supply, the amount equal to the GST payable by the recipient in respect of that recovery.

12. AMENDMENT

- 12.1. This Agreement may only be amended by written agreement executed by all the Parties.