

GENERAL SERVICE AGREEMENT

**Lauren Field Services Pty Ltd ABN 37 600 405 061/ ACN
600 405 061**

AND

Business Name Business ABN/ Business ACN

..... (always make sure you get the legal entity
name not the business name, it should be a company with an ABN/ ACN or
an individual)

Project Proposal

Between

Lauren Field Services Pty Ltd ABN 37 600 405 061

“Designer”

AND

Business Name Business ABN

.....

“Client”

Client Reference: Client Reference

Quote/ Invoice: Job Reference

Job Reference:

1. Scope of Work (select those to apply and specify)

Consulting Services As Applicable

Digital Marketing As Applicable

Ecommerce solutions As Applicable

Photography & Illustrations As Applicable

Technical Services As Applicable

Website Development As Applicable

2. The Design Process

Refer to Job Reference

3. Production Schedule of Work – Deliverables

Refer to Job Reference

4. Total Fees

Refer to Job Reference

Terms and Conditions

1. Agreement

The Project Proposal and these Term and Conditions together form the Service Agreement.

2. Payment

- (a) The details of our agreement for payment are below:
- (i) Initial % of total estimated fee payable prior to work commencing: \$. Initial Payment Due required at the Designer's discretion;
 - (ii) Remainder of fee or entire fee payable prior to handover of the completed files and/or website launch:\$. Remaining Payment Due; and
 - (iii) Any additional work required for this project will be at a rate of \$./hour and charged either at the time or as part of the final invoice, whichever is deemed more appropriate by the Designer.
 - (iv) A monthly service fee of percent is payable on all overdue balances. All grants of any license to use or transfer ownership of any intellectual property rights under the this Agreement are conditioned on full payment, including all outstanding additional costs, expenses, fees, or any other charges.
 - (v) Fees will include GST either as determined by the Designer or by the Australian Taxation Office and the prevailing GST rate at the time. The Designer reserves the right to recover from the Client at any time such an amount on account of GST on supplies made by the Designer to the Client under this Agreement.
- (b) In the event the Client requires work to be completed on an urgent basis either by the Designer or by the Designer's Subcontractor the Client will be invoiced directly upon completion of the work. Any urgent work the Client delegates to a third party will be addressed between the Client and third party accordingly.

3. Scope of Work Change

- (a) If the Client wants to change the Scope of Work after acceptance of this Agreement, the Client shall send the Designer a written Scope Change Order describing the requested changes in detail.
- (b) Within..... days of receiving a Scope Change Order, the Designer will respond with a statement proposing designers availability, additional fees, changes to delivery dates, and any modification to the Terms and Conditions. The Designer will evaluate each Scope Change Order at its standard rate and charges.
- (c) The Client will be billed on a time and materials basis at the Designers hourly rate ofper hour. Such charges shall be in addition to all other amount payable under this Agreement, despite any maximum budget, contract price or final price identified.
- (d) The Designer may extend or modify any delivery schedule or deadlines in the Agreement as may be required by such changes.
- (e) The Client will have.....days to respond in writing accepting or rejecting the new proposal. If the Client rejects the proposal, the Designer will not be obligated to perform any services beyond those in this Agreement.

4. Delays

- (a) The Client shall use all reasonable efforts to provide needed information, materials and approvals. Any delay by the Client will result in a day-for-day extension of the due date for all Deliverables.
- (b) Any delay caused be conditions beyond the reasonable control of the parties shall not be considered a breach and will result in a day-for-day extension any performance due. Conditions beyond the reasonable control of the parties include, but are not limited to, natural disasters, acts of government after the date of agreement, power failure, fire, flood, acts of God, labour disputes, riots, acts of war, terrorism and epidemics.
- (c) Each party shall use reasonable efforts to notify the other party, in writing, of a delay.

5. Copyright

Copyright is in favour of the Designer. The Client has the use of the website created, but the Designer retains the rights to it, including rights to make alterations.

6. No Hosting

The Designer is not a website hosting company and does not offer support for website hosting, email or other services relating to hosting.

7. Browser Testing

The Designer will test their work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Edge) and Mozilla Firefox. The Designer will not test in other older browsers unless agreed separately. If an enhanced design is needed for an older browser the Designer will provide a separate estimate.

8. Mobile browser testing

The Designer will test their designs in:

- (a) **iOS:** Safari and Google Chrome
- (b) **Android:** Google Chrome

The Designer will not test in Opera Mini/Mobile, specific Android devices, or other mobile browsers unless we agreed separately - a separate estimate will be provided.

9. Text content

The Designer may create the content of the website if required by the Client. Excessive changes or content requirements may incur an additional fee.

10. Search engine optimisation (SEO)

The Designer does not guarantee improvements to the client's website's search engine ranking, but the pages that we develop are accessible to search engines.

11. Alterations

Alteration of any Deliverable is prohibited without the express permission of Designer. The Designer will be given the first opportunity to make the required alterations. Unauthorized alterations shall constitute additional use and will be billed accordingly.

12. Dispute Resolution

The parties agree to attempt to resolve any dispute by negotiation between the parties. If the parties are unable to resolve the dispute by negotiation, either party may start mediation and/or binding arbitration in a forum

mutually agreed to by the parties. The prevailing party shall be entitled to recover its legal fees and costs in any dispute resolved by binding arbitration or litigation.

13. Representations and Warranties

- (a) The Client represents and warrants to the Designer that to the best of the Client's knowledge, use of the Client's content does not infringe the rights of any third party.
- (b) The Designer represents and warranty to Client that to the best of Designer's knowledge, the Deliverables will not violate the rights of any third parties.
- (c) Except for the express representations and warranties stated in this Agreement, the Designer makes no warranties whatsoever. The Designer explicitly disclaims any other warranties of any kind whether express or implied including but not limited to warranties of or merchantability or fitness for a particular purpose or compliance with laws or government rules or regulations applicable to the work.

14. Indemnities

(a) The Client shall indemnify and release the Designer from any and all damages, liabilities, costs, losses, expenses or legal fees arising out of any claim, demand, or action by a third party due to materials included in the Deliverables at the request of the Client.

(b) The services and work product of the Designer are provided to the Client "as is". In all circumstances the maximum liability of the Designer, its directors, officer, employees, design agents and affiliates to the Client for damages for any and all causes whatsoever, and the client's maximum remedy regardless of the form of action whether in contract, tort or otherwise shall be limited to the net profit of the Designer. In no event shall the Designer be liable for any lost data or content, lost profits, business interruption or for any indirect incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by the Designer, even if the Designer has been advised of the possibility of such damages and notwithstanding the failure of any remedy.

(c) The Client shall indemnify and release the Designer from any and all damages, liabilities, costs, losses, expenses or legal fees arising out of any claim, demand, arising out the Client's use of products or services not recommended by or outside of the Designer's control.

15. Accreditation and Promotion

The Designer shall be entitled to place accreditation, as a hyperlink, in the form, size and location as incorporated by the Designer in the Deliverables on each page of the website. The Designer retains the right to reproduce, publish and display the work in the Designer's portfolios and websites, in

galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the work in connection with such uses.

16. Confidential Information

All material considered confidential by either party shall be designated as confidential. Confidential Information shall not be disclosed to third parties and shall only be used as needed to perform this Agreement. Confidential Information shall not include any information that is already known by the recipient, becomes publicly known through no fault of the recipient, or is received from a third party without a restriction on disclosure.

17. Intellectual property rights

(a) "Intellectual property rights" means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, trade names, internet domain names, rights to goodwill, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.

(b) The Designer guarantees that all elements of the work delivered to the Client are either owned by the Designer or permission has been obtained to provide them to the Client. When the Designer provides text, images or other artwork to the Client, the Designer agrees to protect the Client from any claim by a third party that the Client is using their intellectual property. Provided the Client has paid for the work and that this Agreement has not been terminated, the Designer will assign all intellectual property rights to the Client as follows:

(i) The client will own the website designed for the Client plus the visual elements that the Designer creates for it. The Designer will give the Client source files and finished files to be kept by the client as the Designer is not required to keep copies. The Designer will store the Client's login details or passwords but does not guarantee that these details will assist the Client. The Client owns all intellectual property rights of text, images, site specification and data provided by the Client, unless someone else owns them.

(ii) The Designer will own any intellectual property rights developed prior to, or developed separately from this project and not paid for by the Client. The Designer will own the unique combination of these elements that constitutes a complete design and will license its use to the Client, exclusively and in perpetuity for this work only, unless agreed otherwise between the parties.

18. Default and Termination

- (a) Upon execution by both parties this Agreement will take effect immediately and remain in effect until the purpose of the Project has been achieved, unless it is terminated earlier under this clause 18.
- (b) A party may terminate this agreement by notice in writing to the other party if:-
- (i) the other party commits a material breach of this agreement that is capable of remedy (including failure to pay any amount due under this agreement) and fails to remedy that breach within 14 days after receiving notice from the other Party to do so;
 - (ii) the other party commits a material breach of this agreement that is not capable of remedy; or
 - (iii) the other Party becomes insolvent.
- (c) The Designer may terminate this agreement if:-
- (i) you do not provide any information or materials requested within a reasonable time after being asked to do so; or
 - (ii) we consider that mutual confidence and trust no longer exist.
- (d) Upon termination of this agreement under paragraph (b) or (c):
- (i) the Designer's obligation to carry out the work ceases;
 - (ii) each party's rights and obligations accrued prior to termination are not affected;
 - (iii) the licence granted in clause 17(b)(ii) ceases; and
 - (iv) each party must immediately return to the other party (or destroy or delete as the other party directs) all Confidential Information of the other party in its possession or control, except to the extent that the party needs to keep such information to comply with its record-keeping obligations.

19. General

(a) Amendment

The Designer may amend these terms and conditions from time to time and the Designer will endeavour to provide written notice to the client.

(b) Assignment

If there is a change of control of our business or a sale or transfer of business assets, we reserve the right to transfer to the extent permissible at law, this Agreement and all of the Designer's rights and obligations under this Agreement. The Client may not assign, transfer, licence or

novate its rights or obligations under this Agreement without the prior written consent of the Designer.

(c) Severability

If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain enforceable.

(d) Relationship

The parties are independent contractors and this Agreement does not create any relationship of partnership, joint venture, or employer and employee or otherwise.

(e) Australian Consumer Law

The exclusions and limitations of liability set out in this Agreement shall apply to the fullest extent permissible at law, but the parties do not exclude or limit liability which may not be excluded or limited by law. Without limiting the foregoing provisions, the Designer does not exclude liability under the Australian Consumer Law which is prohibited from being excluded. The parties acknowledge and agree that the limitations and exclusions of liability contained in this Agreement constitute an allocation of risks that form part of the negotiated commercial terms of this Agreement.

(f) Entire Agreement

This Agreement constitutes the entire agreement between the parties and to the extent possible by law, supersedes all prior understandings, representations, arrangements and agreements between the parties regarding its subject matter.

(g) Jurisdiction

This Agreement will be interpreted in accordance with the laws in force in Queensland. The parties irrevocably submit to the exclusive jurisdiction of the courts situated in Queensland.

(h) Subcontracting

The Designer may subcontract its obligations under this Agreement.

Executed by

ANITA LAUREN WHIMPEY COMPANY DIRECTOR Applicable Date

...../...../.....

Lauren Field Services Pty Ltd ABN 37 600 405 061

CLIENT ACCEPTANCE OF QUOTE
AND/ OR COMMENCEMENT OF WORK

Applicable Date

...../...../.....

The Client

Business Name Business ABN