

CONTRACT PROPOSAL

Proposal Reference: _____ Prepared By: _____

Client Information:

Full Name / Company: _____

Contact Number: _____

Email Address: _____

Postal Address: _____

Proposal Details:

Service / Product Description: _____

Quantity: _____ Unit Price (AUD): _____

Total Price (AUD): _____

Payment Terms:

Deposit Amount (if any): _____

Balance Due: _____

Payment Method: _____

Delivery / Completion Details:

Expected Delivery / Completion Location: _____

Special Instructions / Conditions: _____

Clause 1 – Proposal Acceptance

This Proposal is valid for acceptance by the Client and shall become a binding contract upon signing by both parties. Acceptance must be provided in writing and accompanied by any agreed deposit.

Clause 2 – Scope of Work/Services

The Provider shall deliver the products and/or services as described in this Proposal, in accordance with Australian laws and regulations applicable to the industry and location.

Clause 3 – Payment

The Client agrees to pay the amounts specified under Payment Terms in accordance with the methods and schedule provided. Late payments may incur interest or penalties as permitted by law.

Clause 4 – Liability and Insurance

The Provider will maintain appropriate insurance coverage as required by law. Liability for damages is limited to direct damages not exceeding the total contract value, excluding consequential or indirect damages.

Clause 5 – Confidentiality

Both parties agree to keep confidential any proprietary or sensitive information exchanged during the negotiation and execution of this Proposal, except as required by law.

Clause 6 – Termination

Either party may terminate the contract upon material breach by the other party, provided written notice is given and the breach is not remedied within a reasonable period.

Clause 7 – Governing Law and Jurisdiction

This Proposal and any resulting contract shall be governed by the laws of Australia. Any disputes shall be resolved under the exclusive jurisdiction of the courts of the State or Territory of the Provider's principal place of business.

Clause 8 – Force Majeure

Neither party shall be liable for failure to perform due to causes beyond reasonable control such as natural disasters, strikes, or government actions.

Clause 9 – Entire Agreement

This Proposal, together with any attachments or documents referenced herein, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.

Clause 10 – Amendments

Any amendments or variations to this Proposal must be in writing and signed by authorized representatives of both parties to be effective.

Clause 11 – Intellectual Property

Any intellectual property created or used in the course of providing the services shall remain the property of the Provider unless otherwise agreed in writing.

Clause 12 – Warranty

The Provider warrants that services will be provided with reasonable care and skill and in accordance with industry standards. Any additional warranties shall be specified in writing.

Clause 13 – Compliance with Laws

Both parties agree to comply with all applicable Australian laws, regulations, and standards relevant to the performance of this Proposal.

Clause 14 – Privacy

Personal information collected will be handled in accordance with the Australian Privacy Principles and relevant legislation.

Clause 15 – Notices

All notices shall be in writing and deemed received when delivered personally, sent by prepaid post or electronic means to the addresses specified.

Clause 16 – Severability

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

Clause 17 – Assignment

Neither party may assign or transfer their rights or obligations under this Proposal without prior written consent from the other party.

Clause 18 – Dispute Resolution

Parties agree to first attempt to resolve any disputes through negotiation or mediation before pursuing legal remedies.

Clause 19 – Counterparts

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

Clause 20 – Signatures

By signing below, both parties agree to be bound by the terms and conditions set forth in this Proposal.

CLIENT SIGNATURE

PROVIDER SIGNATURE

Signature: _____

Signature: _____

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