

COST AGREEMENT

Parties: _____

1. Definitions

In this Agreement, unless the context otherwise requires: “Agreement” means this Cost Agreement including all schedules and annexures; “Client” means the person or entity named as the Client in this Agreement; “Service Provider” means the person or entity named as the Service Provider in this Agreement; “Services” means the services the Service Provider agrees to provide under this Agreement; “Costs” means all costs, expenses, charges, fees, disbursements, and other amounts payable under this Agreement.

2. Scope of Services

The Service Provider will provide the Services as described in Schedule A attached to this Agreement. The Services shall be performed in a professional and timely manner and in accordance with industry standards.

3. Cost and Payment

The Client agrees to pay the Service Provider the total amount specified in Schedule B. Payments shall be made according to the schedule set out in Schedule B. All payments shall be made in Australian Dollars (AUD) unless otherwise agreed in writing. The Client shall pay all applicable taxes related to the Services.

4. Variation

Any variation to the Services or Costs must be agreed in writing by both parties before being carried out. Variations may affect the Costs and the time for performance of the Services.

5. Client Obligations

The Client shall provide access to premises, information, and resources reasonably required for the Service Provider to perform the Services. The Client shall comply with all relevant laws and obtain all necessary approvals for the Services.

6. Warranties and Representations

The Service Provider warrants that the Services will be provided with due care and skill. The Client warrants that all information provided to the Service Provider is accurate and complete. Except as expressly provided, no other warranties, express or implied, are given.

7. Liability and Indemnity

To the extent permitted by law, the Service Provider's liability under this Agreement shall be limited to the amount paid by the Client under this Agreement. The Client indemnifies the Service Provider against all claims, losses, liabilities, damages, and expenses arising out of the Client's breach of this Agreement or negligence.

8. Termination

Either party may terminate this Agreement by giving written notice if the other party breaches a material term and fails to remedy the breach within 14 days. On termination, the Client shall pay for all Services performed up to the date of termination and any non-cancellable commitments.

9. Confidentiality

Each party must keep confidential all information disclosed by the other which is designated as confidential or which ought reasonably to be considered confidential. This obligation survives termination of this Agreement.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the courts of the relevant state or territory in Australia.

11. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. No amendment or variation of this Agreement shall be valid unless in writing signed by both parties.

12. Notices

Any notice required or permitted under this Agreement must be in writing and delivered by hand, prepaid post, or email to the other party's nominated address. Notices are deemed received on delivery, or if posted, three business days after posting.

Client Information:

Full Name / Entity: _____
ABN / ACN (if applicable): _____
Address: _____
Phone / Email: _____

Service Provider Information:

Full Name / Entity: _____
ABN / ACN (if applicable): _____
Address: _____
Phone / Email: _____

CLIENT'S SIGNATURE

SERVICE PROVIDER'S SIGNATURE

Signature: _____

Signature: _____

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