

# LETTER OF ENGAGEMENT

Client Name:

Ref No.:

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## **Parties:**

This Letter of Engagement (“Agreement”) is entered into between [Client Name] (“Client”) and [Service Provider Name] (“Consultant”). The Consultant agrees to provide the services described below under the terms and conditions set forth herein.

## **1. Services to be Provided:**

The Consultant shall provide professional services as outlined in the attached Schedule A. The Consultant shall perform the services with due care, skill, and diligence in accordance with applicable Australian laws and industry standards.

## **2. Term of Engagement:**

This Agreement commences upon execution by both parties and continues until completion of the services or termination as provided herein.

## **3. Fees and Payment:**

The Client agrees to pay the Consultant fees as specified in Schedule B. Invoices shall be issued monthly and payable within 14 days of receipt. All fees are exclusive of GST, which will be added where applicable.

## **4. Confidentiality:**

Both parties agree to keep confidential all information obtained in connection with this Agreement and not to disclose it to third parties without prior written consent, except as required by law.

## **5. Intellectual Property:**

All intellectual property rights developed by the Consultant in connection with the services shall be the property of the Client upon full payment, except where otherwise agreed in writing.

## **6. Liability and Indemnity:**

The Consultant’s liability for any claim arising out of this Agreement shall be limited to the fees paid by the Client. The Client indemnifies the Consultant against all liabilities, costs, and expenses incurred arising from the Client’s breach of this Agreement or negligent acts.

## **7. Termination:**

Either party may terminate this Agreement upon 14 days' written notice. Upon termination, the Client shall pay for all services performed up to the date of termination.

## **8. Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia and the relevant State or Territory.

**9. Dispute Resolution:**

In the event of any dispute arising under this Agreement, the parties agree to attempt resolution through good faith negotiation. If unresolved, disputes may be referred to mediation or arbitration according to Australian law.

**10. Entire Agreement:**

This Agreement, including all Schedules, constitutes the entire agreement between the parties and supersedes all prior discussions, agreements, or understandings.

**11. Amendments:**

Any amendments to this Agreement must be in writing and signed by both parties.

**12. Notices:**

All notices under this Agreement must be in writing and delivered personally, by mail, or by email to the addresses specified by the parties.

**CLIENT SIGNATURE**

**CONSULTANT SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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