

BUSINESS PROPOSAL LETTER

To: _____

From: _____

Subject:

Business Proposal for Services and Cooperation

Dear Sir/Madam, We are pleased to submit this proposal outlining the terms under which we propose to provide professional services and engage in a mutually beneficial business relationship. This letter sets forth the basis upon which we intend to proceed with the proposed engagement, subject to final agreement and applicable Australian laws.

1. Scope of Services

We will provide the services described in the attached Schedule A, including but not limited to consulting, project management, and implementation support. Any additional services shall require mutual written agreement.

2. Fees and Payment Terms

The fees for the services will be as set forth in Schedule B. Payment shall be due within thirty (30) days of invoice date. Late payments shall accrue interest at the rate of 2% per month or the maximum rate permitted by law, whichever is lower.

3. Term and Termination

This proposal shall remain valid for a period of ninety (90) days from the date of issuance. Either party may terminate the engagement by providing thirty (30) days written notice. Upon termination, Client shall pay for all services performed and expenses incurred up to the termination date.

4. Confidentiality

Both parties agree to maintain the confidentiality of proprietary information exchanged during the term of this engagement and to use such information solely for purposes of the engagement, in compliance with the Privacy Act 1988 (Cth) and other applicable Australian privacy laws.

5. Intellectual Property

Unless otherwise agreed in writing, all intellectual property developed by the Service Provider in connection with this engagement shall remain the property of the Service Provider, with Client granted a non-exclusive, non-transferable license to use deliverables for their internal business purposes.

6. Liability and Indemnity

To the extent permitted by law, the Service Provider's liability arising out of or related to this engagement shall be

limited to the amount of fees paid by Client. Client agrees to indemnify and hold harmless the Service Provider against any claims, losses, or damages arising from Client's use of the services.

7. Governing Law and Jurisdiction

This proposal and any resulting agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia and the State of New South Wales, without regard to conflict of law principles. The parties submit to the exclusive jurisdiction of the courts of New South Wales.

8. Entire Agreement

This proposal, along with any attachments or schedules, constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior proposals, agreements, or understandings, whether written or oral.

9. Acceptance

If you agree with the terms outlined in this proposal, please sign and return a copy of this letter. This will create a binding agreement subject to the terms herein.

CLIENT SIGNATURE

SERVICE PROVIDER SIGNATURE

Signature: _____

Signature: _____

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