

Service Agreement

Date: ____ / ____ / ____

Parties:

Cinch Administration
Kirwan QLD 4817

and

Business Name: _____

Address: _____

ABN: 45 985 702 706

1. Defined terms

In this document:

Services means the Services provided by Cinch Administration as requested by you and detailed in the attached quote.

Service Fee means the amounts payable for the Services as determined by Cinch Administration in accordance with Cinch Administration current price list, as varied from time to time, and any third party costs incurred by Cinch Administration on your behalf.

2. Services

2.1 Provision of Services Cinch Administration agrees to provide you with the services requested by you.

2.2 Cost of Services

- (a) Cinch Administration will provide you with a written quote for the Services requested by you prior to undertaking those services.
- (b) You acknowledge that the written quote is only an estimate of costs for the services and any variations and additional services provided will be at an additional cost.
- (c) Where the cost of services will exceed the quote by more than 10% Cinch Administration will contact you as soon as practicable to confirm approval prior to continuing requested services.

2.3 Sub-Contracting Cinch Administration may engage third parties to provide some or all of the services requested. Where your personal or organisational information will be disclosed with third parties, you will be advised per our Privacy Policy.

3. Intellectual Property

3.1 Material produced by Cinch Administration All material produced by Cinch Administration is the property of Cinch Administration and subject to copyright law. It is developed or provided to the above named party for the express use of the above named party. i.e. Procedural Development and Documentation, Website Designs.

3.2 Not available for sale Any material provided by Cinch Administration is not available must not be sold or provided to another party with the express written permission of Cinch Administration

3. Payments

3.1 Fees You must pay the Service Fee to Cinch Administration.

3.2 Costs Incurred You must pay for any additional costs incurred by Cinch Administration for purchases made on behalf of your organisation at your request.

3.3 Payment Terms

- (a) Cinch Administration will provide you with an invoice for all service fees and incurred costs.
- (b) Payment of all invoices must be made within 14 days of issue unless an alternative written arrangement has been made.

4. Liability

4.1 Warranties You warrant that:

- (a) all information provided to Cinch Administration is accurate;
- (b) the use of the information, photographs, pictures and any other materials provided to Cinch Administration for the purpose of providing the Services will not infringe any third party's rights or defame any third party and You own or have been granted a licence to use those materials.

4.2 Indemnity You indemnify Cinch Administration: against all Claims (including the cost of defending or settling any claim) which may be instituted against Cinch Administration, arising out of:

- (a) a breach of this agreement by you; or
- (b) the negligence of you, your agents, employees or sub-contractors or of any other person for whose acts or omissions you are vicariously liable.

5. Termination

5.1 Right to terminate Either party may terminate this agreement by providing the other party with written notice of termination.

5.2 Accrued rights Termination of this agreement does not affect any accrued rights or remedies of either party.

EXECUTED as an agreement

Executed by **Shannon Sciuto**

as an authorised representative of **Cinch Administration**.

Executed by (Director/Organisation Representative Name)

As an authorised representative of (Organisation Name)

Signature of Director/Organisation Representative Name