



Service Agreement

This agreement is between the SERVICE PROVIDER:

Sally Handyside of 'Flowers by Sally'

Of the following address:

24 Tourmaline Cct, Mango Hill, 4509

AND THE CLIENT.

BACKGROUND

The Client requires the services, as described in this Agreement to be provided. The Client wishes to hire an independent contractor to provide the Services to the Client. The Service Provider has the necessary skills, qualifications and experience to provide the Services to the Client. The Service Provider agrees to provide the Services to the Client on the terms and conditions set out in this agreement.

OPERATIVE PROVISIONS

In consideration of the matters described, and of the mutual benefits and obligations described in this agreement, the receipt of which and the sufficiency of which are hereby acknowledged, the Service Provider and the Client hereby agree as follows:

1. DEFINITIONS

"ACL" means the Australian Consumer Law which is contained in the Competition and Consumer Act 2010 (Commonwealth)

"Agreement" means this Service Agreement

"Agreement Date" means the date this agreement was signed

"Client" is that person who has signed this Agreement

"Confidential Information" has the meaning described in the "Confidential Information" clause of this Agreement

"Due Date" is 30 days before Wedding/Event date.

"Fees" means fees paid by the Client to the Service Provider in accordance with this Agreement



“GST” means Goods and Services Tax imposed on a supply of goods or services in Australia pursuant to the GST Law

“Party” means either the Client or the Service Provider

“Parties” means the Client and the Service Provider collectively

“Receiving Party” in relation to a piece of Confidential Information means the Party which receives the Confidential Information from the other Party (whether directly or indirectly)

“Service Provider” means Sally Handyside of Flowers by Sally

“Services” means the services to be provided by the Service Provider to the Client, the specific description of which is as described in this Agreement

“Supplying Party” in relations to a piece of Confidential Information means the Party which supplies the Confidential Information to the other Party (whether directly or indirectly)

“Termination Date” means the date that this Agreement is terminated by the Client or the Service Provider, or the date of expiry of this Agreement

2. INTERPRETATION

In this Agreement, unless the context otherwise requires, the following rules of interpretation shall apply:

- a. Words referring to one gender include every other gender.
- b. Words referring to a singular number include the plural, and words referring to a plural include the singular.
- c. Words referring to a person or persons include firms, corporations, associations, partnerships, joint ventures, authorities, government bodies, organisations and other legal entities, and vice versa.
- d. Headings and titles are included in this Agreement for convenience only and shall not affect the interpretation of this Agreement.
- e. Each Party must, at its own expense, take all reasonable steps to do all that is reasonably necessary to give full effect to this Agreement and the events contemplated by it.
- f. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

3. SERVICES

- a. In consideration for the Client paying the Fees, and subject to the provisions of this Agreement, the Service Provider hereby agrees to provide the Client with the following services:

Plan and prepare floral arrangements for the Client’s wedding or event. Deliver said floral arrangements to the Client’s required address. Set up floral arrangements where required by the Client.

- b. The Services may also include any other tasks which the Parties agree on.



4. LOCATION OF SERVICES

The Services may be performed at a location as agreed between the Parties.

5. TIMING OF SERVICES

- a. The Service Provider will commence providing the Services from the date the Client contacts the Service Provider.
- b. The Service Provider warrants that the services will be completed by the Wedding/Event date as given by the Client.

6. TERM

- a. The Term of this Agreement will commence on the Agreement Date and will continue until the Services have been completed, or such other time as outlined in this Agreement.
- b. The Term may be extended by written agreement of the Parties.

7. NATURE OF THE RELATIONSHIP

The Parties hereby acknowledge and confirm that it is the express intention of all Parties that the Service Provider is acting in relation to the Client as a contractor and not as an employee, partner, joint venture partner, agent or otherwise.

8. CURRENCY

Unless otherwise specifically provided, all monetary amounts contained in this Agreement are in Australian Dollars (AUD).

9. FEES

- a. In consideration for the Service Provider providing the Services in accordance with this Agreement, the Client agrees to pay fees to the Service Provider ("Fees") as follows:

The Service Provider will provide the Client with an initial quotation and a 25% deposit on the amount of this quotation must be paid to secure the services of the Service Provider. This deposit is not refundable for change of mind.

Further quotations can be provided to, or adjusted for, the Client after the initial deposit is made.

The final total, as agreed by the Client and the Service Provider will be sent as an invoice to the Client six weeks before the Wedding/Event date and must be paid no later than 30 days prior to the Client's Wedding/Event date.



10. MATERIALS, COSTS AND DISBURSEMENTS

The Service Provider is entitled to charge, and the Client will be liable for, additional costs for materials or disbursements, which may unknowingly arise based on the Client's requests to the Service Provider. This is on top of the Fees which have been set out in this Agreement.

11. INVOICING

- a. The Service Provider must provide the Client with a tax invoice in accordance with the GST Law in relation to Fees.
- b. The Service Provider will invoice the Client 6 weeks before the nominated Wedding/Event date.
- c. Once the Service Provider provides a valid invoice in relation to the Fees, the Client must make payment within the following timeframe:
No later than 30 days before the nominated Wedding/Event date.

12. LATE PAYMENT OF INVOICE

- a. If the Client does not make payment by the due date for payment as specified in the invoice, the Service Provider may refrain from providing any further Services, or any other work for the Client or any other services to the Client (even if that work or services are dealt with under a separate service agreement) until the invoice has been paid in full.
- b. If the Client does not make the payment by the due date for the payment as specified in the invoice, the Service Provider may impose the following penalties:
The Clients choice of flowers and colours cannot be guaranteed as the ordering time will be decreased.

13. CLIENT OBLIGATIONS

The Client:

- a. must take all reasonable steps to cooperate in good faith with the Service Provider during the period while the Service Provider is providing the Services to the Client, including by providing to the Service Provider any information or documentation that the Service Provider reasonably requires in order to provide the Services, and making available to the Service Provider any facilities, resources or personnel that the Service Provider reasonably requires in order to provide the Services.
- b. will, in the event that the Client doesn't provide the information, documentation, facilities, resources or personnel or does not take any other steps to cooperate with the Service Provider as the Service Provider reasonably requires, within the time period that the Service Provider reasonably requires, be liable for any additional costs and expenses which are reasonably incurred by the Service Provider.

14. RETURN OF PROPERTY



- Upon the termination, expiration or completion of this Agreement, each Party will promptly return to the other Party (“the Second Party”) respectively any property, documentation, records or confidential information which is the property of the Second Party.

15. CONFIDENTIAL INFORMATION

- a. Each Party (“the Receiving Party”) shall keep the confidential information of the other Party (“the Supplying Party”) confidential and secret, whether disclosed to or received by the Receiving Party.
- b. For the purpose of this Agreement, “Confidential Information” means all information relating to the Supplying Party which might fairly be considered to be of a confidential nature and includes, but is not limited to:
 - I. information of whatever nature, without limitation, which is obtained in any form by the Receiving Party from the Supplying Party or its advisers, or by observations during visits, or by demonstrations;
 - II. information of whatever nature relating to the business activities, practices and finances of the Supplying Party;
 - III. any evaluation material, design work, technologies, technological ideas or strategies, strategic plans and ideas, innovations, creative plans, concepts and any other plans of ideas developed by the Supplying Party or on its behalf or used by the Supplying Party, whether relating specifically to the Service or otherwise;
 - IV. any information derived from any other information which falls within this definition of Confidential Information;
 - V. any copy of any Confidential Information; and
 - VI. the fact that discussions are taking place between the Parties

but does not include information which:

- I. was known or in the possession of the Receiving Party before it was provided to the Receiving Party by the Supplying Party;
 - II. is, or becomes, publicly available, through no fault of the Receiving Party;
 - III. is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidential obligations by making such a disclosure;
 - IV. is provided to the Receiving Party by the Supplying Party and is marked “Non-Confidential”; or
 - V. is required by law or regulation to be disclosed, but in the event that this exception applies, it applies only to the absolute minimum necessary and provided that the Supplying Party is first consulted to establish whether and if so how far it is possible to prevent or restrict such enforced disclosure
- c. If there is any doubt as to whether any particular information constitutes Confidential Information, written confirmation is to be obtained from the Supplying Party.
 - d. This clause will survive the termination, expiration or completion of this Agreement.

16. QUALITY OF SERVICES



- a. The Service Provider must perform the Services using reasonable care and skill for a Service Provider in its field.
- b. The Service Provider must ensure that any end products or materials given by the Service Provider to the Client under the terms and conditions of this Agreement will not infringe on or violate the intellectual property rights, or any other right, of any third party.
- c. This clause will survive the termination, expiration or completion of this Agreement.

17. LIMITATION OF LIABILITY

- a. The Client may have certain rights under the Australian Consumer Law ("ACL"), or under other similar or related consumer protection laws.
- b. The ACL (or any other similar or related consumer protection laws) may give the Client certain rights, warranties, guarantees and remedies regarding the provision of services by the Service Provider, which cannot be excluded, modified or restricted by the Service Provider ("Statutory Rights").
- c. The Service Provider's liability to the Client is governed solely by the ACL (and any other similar or related consumer protection laws) and by this Agreement.
- d. The Client hereby agrees that the Client is solely responsible for determining whether the Services are fit for the Client's purpose.
- e. Except in cases of death or personal injury caused by a Party's negligence, that Party's liability in contract, tort or otherwise arising through or in connection with this Agreement or through or in connection with the completion of obligations under this Agreement, liability shall be limited to Fees paid by the Client to the Service Provider.
- f. To the extent it is lawful, neither Party shall be liable to the other Party in contract, tort, negligence breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that Party of an indirect or consequential nature including without limitation any economic loss, data loss, loss of goodwill, of other loss of turnover, profits or business.
- g. When the Client's Statutory Rights apply, to the maximum extent possible, the Service Provider's liability in respect of any claim is limited to, at the Service Provider's option:
 - I. the supply of Services again; or
 - II. the payment of the cost of having the services supplied again
- h. This clause will survive termination, expiration or competition of this Agreement.

18. ENTIRE AGREEMENT

- a. The Parties agree that in relation to the subject matter of this Agreement, this Agreement represents the entire agreement between Parties. The Parties confirm that no warranties, representations, conditions or collateral agreements affect this Agreement or the subject matter of this Agreement except as expressly provided in this Agreement.
- b. No amendment to or modification of this Agreement, and no additional obligation or obligations in relation to this Agreement or the subject matter of this Agreement, will bind any Party unless evidence in writing and signed by both Parties.



19. TERMINATION

- a. This Agreement may be terminated by the Service Provider if the Client fails to pay any requisite Fees within five (5) business days after the date they are due. The Service Provider may terminate the Agreement immediately, with no notice period, in writing.
- b. Aside from the termination the Service Provider in response to the Client's failure to pay Fees, as set out in the preceding sub-clause hereof, this Agreement may be terminated by either Party upon notice in writing:
 - I. if the other Party commits a material breach of any term in this Agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not;
 - II. if the other Party becomes unable to perform its duties under this Agreement, including a duty to pay or a duty to perform;
 - III. if the other Party or its employees or agents engages in any conduct prejudicial to the business of the other, or in the event that either Party considers that a conflict or potential conflict of interest has arisen between the Parties.
- c. If this Agreement is terminated before the expiration of its natural term, the Client hereby agrees to pay for all Services rendered up to the date of termination, and for any and all expenditure due for payment after the date of termination for commitments reasonably made and incurred by the Service Provider related to the rendering of Services prior to the date of termination.
- d. Any termination of the Agreement under this clause shall not affect the accrued rights and liabilities of either Party under this Agreement and shall be without prejudice to any rights or remedies that either Party may be entitled to.
- e. Any part of this Agreement which is meant to continue after termination, or which is meant to come into force at or after termination shall not be affected by this clause.

20. APPLICABLE LAW

This Agreement is subject to the laws of Queensland and each Party submits to the jurisdiction of the courts of Queensland

21. SURVIVAL OF OBLIGATIONS

At the termination, expiration or completion of this Agreement, any provisions of this Agreement which would by their nature be expected to survive termination or expiration shall remain in full force and effect, including but not limited to any provisions which explicitly state they will survive termination or expiration.

Please sign-off on these terms at: [Service Agreement | Flowers by Sally](#)



Photography Agreement

Flowers by Sally would like to take photos of your florals in the lead up to, and on the day of, your wedding so that we might use them on either our website or social media sites; Facebook and Instagram. We kindly requests that, if possible, when you receive some professional wedding photos, some images of your day be shared with us also.

Images shared with, and taken by, Flowers by Sally will be tagged to acknowledge:

- Yourself (if you would like to be tagged)
- Your photographer; and
- Any other businesses you supply to be tagged (I.e. Dress makers, Suit makers etc.)

Please sign-off on these terms at: [Service Agreement | Flowers by Sally](#)