

Service Agreement

Between Sample Trading Pty Ltd (ABN 51 824 753 556) and Northside Cafe Group

Version 1 · Updated 2026-09-18

1. The parties and the services

This agreement is made between Sample Trading Pty Ltd, ABN 51 824 753 556 (we, us, our) and Northside Cafe Group, ABN 51 824 753 556 (you, your).

We will provide the following services: Supply and install of counter joinery and associated electrical to the plans dated 1 October 2026.

We will start on 1 October 2026 and will carry out the services with reasonable care and skill, in line with normal standards for our trade or profession.

2. What is not included

Anything not listed in the services above is outside this agreement. In particular, the following are not included: Council permits, asbestos removal, and any work above the ceiling line.

If you ask us for work that is not listed, we will treat it as a variation and clause 6 applies. We are not required to start work that is outside the agreed scope until the variation is agreed in writing.

3. What we need from you

So that we can do the work on time, you agree to give us the information, access, materials, approvals and decisions we reasonably ask for, within a reasonable time of us asking.

You confirm that any material you give us is yours to give, or that you have permission to use it. If we are held up waiting on you, our dates move by the length of the delay and we may charge for time we cannot reuse, limited to our actual loss.

4. Fees and payment

Our fee for the services is \$150 on the basis of a fixed price. A deposit of \$1,200 is payable before we start, and we are not required to begin work until it is received. The deposit comes off your final invoice.

We will invoice you as set out in this agreement. You agree to pay each invoice in full within 14 days of the invoice date. All amounts are in Australian dollars. If GST applies, we will show it on the invoice as a taxable supply and you agree to pay it.

5. Late payment

If an invoice is not paid by its due date, we may charge simple interest on the unpaid amount at 10 percent a year, worked out daily from the due date until the day we are paid.

We may also pause the services while an invoice is overdue, after giving you written notice and a reasonable chance to pay. If we have to recover the debt we may claim the reasonable costs we actually incur in doing so. We will not charge an amount that is more than our genuine loss.

6. Changes to the work

Either of us may ask for a change to the services, the fee or the dates. A change only takes effect when both of us agree to it in writing, including by email.

Neither of us can change this agreement on our own. Before we start any extra work we will tell you in writing what it will cost and how it affects the dates, and we will wait for your written go ahead.

7. Who owns the work

You own the deliverables we create for you under this agreement once you have paid us in full for them. Until then, we keep ownership and you have no licence to use them.

We keep ownership of anything we owned before this agreement started, and of our own tools, templates, code libraries, processes and know how. We grant you a licence to use those as part of the deliverables, for as long as you use the deliverables. You keep ownership of everything you give us.

8. Confidential information

Each of us may learn confidential information about the other, including pricing, customer lists, systems and plans. Each of us agrees to keep that information private, to use it only for this agreement, and to share it only with people who need it to do the work and who are under the same duty.

This does not apply to information that is already public, that we knew before, or that we must disclose by law. This clause keeps working after the agreement ends.

9. Consumer guarantees and liability

Nothing in this agreement excludes, restricts or changes any right or guarantee you have under the Australian Consumer Law or any other law that cannot be excluded. Where the Australian Consumer Law applies, our services come with guarantees that cannot be excluded, including that they will be provided with due care and skill and will be fit for the purpose you told us about.

Where we are allowed to limit our liability, our total liability to you for all claims under this agreement is limited to re-supplying the services or, at our choice, refunding the fees you have paid us for the part of the services the claim relates to. Neither of us is liable to the other for indirect or consequential loss, including lost profit, except where the law says otherwise. Each of us is responsible for our own negligence.

10. Ending this agreement

Either of us may end this agreement for any reason by giving the other 14 days written notice. The same notice applies to both of us.

Either of us may end this agreement immediately by written notice if the other seriously breaks it and does not fix the problem within fourteen days of being told in writing, or if the other becomes insolvent. If this agreement ends, you agree to pay for all work done and costs properly committed up to the end date, and we will hand over anything you have paid for.

11. If we disagree

If a dispute comes up, the party raising it must tell the other in writing what the problem is and what they want. We both agree to talk in good faith within ten business days of that notice and try to sort it out between us.

If we cannot agree within twenty business days, we both agree to go to mediation, with a mediator we both accept or, if we cannot agree on one, a mediator appointed by the Victorian Small Business Commission. We will share the mediator's fee equally. Only after mediation has been tried can either of us start court proceedings, except where urgent relief is needed. Neither of us has to stop performing our other obligations while a dispute is on foot.

12. Governing law

This agreement is governed by the laws of Victoria, Australia. Both of us submit to the non-exclusive jurisdiction of the courts of Victoria and any courts that hear appeals from them.

13. The whole agreement

This agreement is the whole agreement between us about the services. It replaces anything said or written before it, including quotes, proposals, emails and conversations, unless that material is attached to this agreement or referred to in it.

If part of this agreement cannot be enforced, that part is removed and the rest keeps working. A right is not waived because one of us does not enforce it straight away. Any change must be in writing and signed or confirmed by both of us.

Signed by both parties

Sign and date below. Keep a signed copy each.

Sample Trading Pty Ltd

_____	_____	_____
Name and position	Signature	Date

Northside Cafe Group

_____	_____	_____
Name and position	Signature	Date