

## GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

### BETWEEN:

\_\_\_\_\_ of \_\_\_\_\_  
(the "Client")

- AND -

Inspired Minds Solutions of 38 Tamarind St, Maleny QLD 4552, Australia  
(the "Contractor").

### BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

#### Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:
  - Inspired Minds Solutions will provide a high standard of support to enhance already existing educational/social/emotional goals. We work in conjunction with parents and other educators to ensure learning opportunities are individualised to meet the needs of your child/children. We can provide any relevant documentation to support the service we provide to offer complete transparency.

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide at least 14 days' notice to the other Party.
5. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
6. This Agreement may be terminated at any time by mutual agreement of the Parties.
7. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

Performance

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in Australian Dollars.

Compensation

10. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor as follows:

- Clients will be invoiced on a fortnightly basis and emailed to the designated email address.

Unless otherwise agreed upon, clients must pay all outstanding accounts within 7 business days.

If payments are in arrears, services may be suspended until account is paid in full or a payment plan is mutually reached and confirmed in writing.

11. The Contractor is responsible for paying any Superannuation Guarantee contributions that may be required in relation to the work performed by the Contractor or by employees of the Contractor under this Agreement.
12. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

Reimbursement of Expenses

13. The Contractor will not be reimbursed for expenses incurred by the Contractor in connection with providing the Services of this Agreement.

Additional Resources

14. The Client agrees to provide, for the use of the Contractor in providing the Services, the following resources:

- Access to client's internet may be required for some learning situations with their child/children.

Confidentiality

15. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
16. The Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client. This obligation will survive the expiration or termination of this Agreement and will continue indefinitely.
17. All written and oral information and materials disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Ownership of Materials and Intellectual Property

18. All intellectual property and related materials (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.

- 19. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

Return of Property

- 20. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

- 21. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

- 22. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- a. \_\_\_\_\_  
\_\_\_\_\_

- b. Inspired Minds Solutions  
38 Tamarind St, Maleny QLD 4552, Australia

or to such other address as any Party may from time to time notify the other.

Australian Business Number (ABN)

- 23. The Australian Business Numbers (ABN's) for the Parties to this Agreement are as follows:

- a. \_\_\_\_\_:

- b. Inspired Minds Solutions: 48 031 386 903

Indemnification

24. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Insurance

25. The Contractor will be required to maintain general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Contractor based on the risk associated with the characteristics of this Agreement and only to the extent permitted by law. All insurance policies will remain materially unchanged for the duration of this Agreement.

Additional Clauses

26. Cancellation of appointment must be made no later than 4 hours from arranged time.

If the appointment is booked for 10:00am or earlier, then cancellations must be made no later than 1 hour prior to appointment time.

Cancellations must be made to Julie Tayyah from Inspired Minds Solutions via text message or phone call on 0432 251 622.

In the case of short-notice cancellation, full fees for that time will be charged as a short-notice cancellation, unless otherwise agreed upon by the client and Julie Tayyah from Inspired Minds Solutions.

27. Organised group session and co-op clients are to agree to make every effort to make a full term (10 week) minimum commitment to ensure continuity of education and pricing for all other members.

If for some reason a member withdraws from the group or co-op throughout the term, the remaining members are then to pay the price for the new number of students attending, as this will vary (please see current price guide).

Any changes to attendance is to be communicated to Julie Tayyah either via text message on 0432 251 622 or email at [inspiredmindssolutions@outlook.com](mailto:inspiredmindssolutions@outlook.com).

28. 2 weeks notice of permanent cancellation required, unless otherwise discussed with Julie Tayyah from Inspired Minds Solutions.
29. If for any reason a client is not happy with the service they receive, or have any billing enquiries, they are encouraged to contact Julie Tayyah on 0432 251 622 as soon as possible to resolve the issue.

#### Legal Expenses

30. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

#### Modification of Agreement

31. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

#### Time of the Essence

32. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

#### Assignment

33. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

#### Entire Agreement

34. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

#### Enurement

35. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Titles/Headings

- 36. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

- 37. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

- 38. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Queensland, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

- 39. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

- 40. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_(Client)

\_\_\_\_\_  
Inspired Minds Solutions