

Bookkeeping services agreement

Reddy Books

And

A1 Realty “The Client”

This agreement is dated: 22nd August 2024

It is made between Reddy Books – Gabrielle Gowland

Of PO Box 598 Kippa-Ring QLD 4021
ABN 46 734 376 126 “Reddy Books’

And A1 Realty
Angie Liggins

It is now agreed as follows:

1. Definitions

The following definitions apply in this agreement:

"Accounting Application" means a computerised application, accounting software, online web-based software programme.

“Confidential Information” means all information obtained or disclosed, including but not limited to all data, documents, applications, papers, statements, slips, programmes, plans and/or any business/customer information, marketing strategies/plans and any and all other trade secrets, confidential knowledge or information of either party relating to its business, practices and procedures, which may be provided or communicated by such party to the other party in connection with this agreement and/or in the course of performance under this agreement.

"Intellectual Property"	means the Accounting Application together with all rights that may be derived from it.
"Services"	means the services to be provided under this agreement.
"Working Week"	means the period beginning on a Monday and ending on a Friday.

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. a reference to one gender shall include any or all genders and a reference to the singular may be interpreted where appropriate as a reference to the plural and vice versa.
- 2.2. in connection with any benefit given by this agreement, a reference to a party includes reference to its parent company, affiliates and subsidiaries.
- 2.3. a reference to a paragraph or schedule is to a paragraph or schedule to this agreement unless the context otherwise requires. The schedules form part of this agreement.
- 2.4. the headings to the paragraphs and schedules (if any) to this agreement are inserted for convenience only and do not affect the interpretation.
- 2.5. any agreement by either party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.
- 2.6. a reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information, belief or awareness that person would have if he had made reasonable inquiries.
- 2.7. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.
- 2.8. nothing in this agreement shall create a partnership, agency or other relationship between the parties, other than the contractual relationship expressly provided for in this agreement.
- 2.9. neither party shall have, nor represent that it has, any authority to make any commitment on the other party's behalf, except as provided in this agreement.

3. The Services and contract

- 3.1. For the payments specified and subject to the terms of this agreement, Reddy Books agrees to provide the following Services (“Bookkeeping Services”):
 - 3.1.1 keeping daily records of sales and purchases made through the Client's business;
 - 3.1.2 keeping daily records of costs associated with sales and purchases;
 - 3.1.3 issuing invoices and receipts, as appropriate, for goods and services bought and sold;
 - 3.1.4 completing the paperwork required for returns for goods and services tax for the Client’s business to Australian Taxation Office;
 - 3.1.5 effecting monthly reconciliations of the banking records and statements for the Client's business;
 - 3.1.6 liaising with the Client, his accountant (if any) and his relevant staff and other contractors / companies, for the purpose of completing the tasks described above;
 - 3.1.7 liaising with officials in Australian Taxation Office, as necessary to ensure the correct payment of taxes by the Client;
 - 3.1.8 such other tasks which are generally included in the expression 'book-keeping services'.

4. The rate of remuneration and hours to be worked

- 4.1. For the Services, Reddy Books shall be paid a fixed fee of \$370 per month.
- 4.2. GST is Not Applicable at this time but is subject to change
- 4.3. Payment shall be made monthly in advance on or before the seventh day of the month
- 4.4. Services will be invoiced on that first day of the month and payable on or before the seventh day of the month

5. Warranties

- 5.1. The Client shall provide accurate, timely and complete data and fully operational systems to Reddy Books to enable them to perform this contract.
- 5.2. Reddy Books will provide a competent, honest and trustworthy person to carry out the Bookkeeping Services with minimum skills and qualifications as listed below:
 - 5.2.1 Certificate IV Accounting and Bookkeeping
 - 5.2.2 Diploma in Management
 - 5.2.3 Diploma of Quality Auditing
 - 5.2.4 Tax Practitioners Board Code of Professional Conduct

6. Confidentiality

- 6.1. Both parties are aware and agree that from time to time they will each have access to and be entrusted with Confidential Information of the other.
- 6.2. They now undertake for themselves and every employee or sub-contractor whose services they may use both during and after termination of this contract that they will not divulge to any person whatever or otherwise make use of (and shall use our best endeavours to prevent the publication or disclosure of) any Confidential Information.
- 6.3. Without prejudice to the generality of the rest of this paragraph, Reddy Books shall not alter or disclose any computer or computer programme password which the Client uses and shall preserve all documents and computer records belonging to the Client.
- 6.4. Each party hereby undertakes to the other to make all relevant employees, agents and contractors aware of the confidentiality of Confidential Information and the provisions of this paragraph and to take all reasonable steps as shall from time to time be necessary to ensure compliance with these provisions.

7. Limitation of liability

- 7.1. Reddy Books shall obtain insurance against liability for negligence in relation to work done under this agreement and against third party liability and produce it upon request.

8. Termination

- 8.1. Either party may terminate this agreement by giving one month's written notice to the other.
- 8.2. This contract may be terminated:
 - 8.2.1 immediately by Reddy Books if the Client fails to pay any sum within [28] days of the due date, and
 - 8.2.2 immediately by either party if the other commits any material breach of any term of this agreement and which in the case of a breach capable of being remedied is not remedied within [30] days of a written request to remedy it, and
 - 8.2.3 immediately if either party is declared bankrupt or insolvent; or has taken or suffered any action for its organisation, liquidation, winding up or dissolution; or had a receiver or liquidator appointed for all or any part of its assets or business unless an application has been made under the Treasury Laws Amendment (2017 Enterprise Incentive No.2) Act 2017.
- 8.3. The termination of this agreement by this paragraph shall be without prejudice to any other rights or remedies to which a party may be entitled.

9. Miscellaneous matters

- 9.1. No amendment or variation to this agreement is valid unless in writing, signed by each of the parties or his authorised representative.
- 9.2. So far as any time, date or period is mentioned in this agreement, time shall be of the essence.
- 9.3. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 9.4. This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty or other term not forming part of this agreement.

- 9.5. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 9.6. Any communication to be served on either of the parties by the other shall be by e-mail.
- 9.7. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 9.8. In the event of any conflict between any term of this agreement and the provisions of the constitution of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
- 9.9. So far as the law permits, and unless otherwise agreed, this agreement does not give any right to any third party.
- 9.10. The validity, construction and performance of this agreement shall be governed by the laws of State of QLD and the parties agree that any dispute arising from it shall be litigated only in that State.

Signed by Gabrielle Gowland on behalf of Reddy Books

Signed by Angie Liggins on behalf of A1 Realty
as its representative who personally accepts liability for the proper authorisation by A1 Realty to enter into this agreement.