

Consulting and Retainer 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 engagement

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

You engage us on the basis of a monthly retainer, starting on 1 October 2026 for an initial term of 3 months. At the end of the initial term this agreement continues on the same terms, month to month, until either of us ends it under the termination clause. We will provide the services with reasonable care and skill and to the standard normally expected of our profession.

2. Scope and deliverables

The engagement covers the following: Supply and install of counter joinery and associated electrical to the plans dated 1 October 2026.

You will receive: Finished joinery, compliance certificate, and a one-page handover note.

Anything outside this scope is not part of the fee. We give advice and recommendations based on the information you give us and on our professional judgement. Decisions about your business remain yours, and we are not responsible for a result that depends on you acting on our advice or choosing not to.

3. What we need from you

You agree to give us timely access to the people, data, systems and approvals we reasonably need, to give us accurate and complete information, and to nominate one person who can make decisions and sign things off.

Our advice is only as good as the information behind it. We are entitled to rely on what you give us without independently verifying it. If we are held up waiting on you, the dates move by the length of the delay, and time we have set aside in that period is still treated as used.

4. Fees, expenses and invoicing

The fee is \$150 for each period, which includes up to 3 hours of our time per month. Unused hours do not roll over into the next period, because we hold that capacity for you.

We invoice in advance for each period and you agree to pay within 14 days of the invoice date. All amounts are in Australian dollars and GST is shown separately on the invoice where it applies. We may incur expenses on your behalf up to \$4,800 in a month without asking first, and we will pass them on at cost with receipts. Anything above that needs your written approval before we spend it.

5. Extra work and changes

If the work goes beyond the included hours or the agreed scope, we will tell you before we keep going and we will not start until you agree in writing. Additional time is charged at \$4,800 per hour, in fifteen minute increments.

Either of us may ask to change the scope, the deliverables, 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 may vary this agreement on our own.

6. Late payment

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

We may also pause the services while an invoice is overdue, after giving you written notice and a fair chance to pay. Pausing for non payment does not end this agreement and does not reduce the fee for the period. If we have to recover a debt, you agree to pay the reasonable costs we actually incur. We will not charge more than our genuine loss.

7. Confidentiality and conflicts

Each of us will keep the other's confidential information private, use it only for this engagement, and share it only with people who need it and who are bound to the same duty. This duty continues after the engagement ends. It does not apply to information that is already public, that we already knew, or that we must disclose by law.

We work with other clients, including in your industry, and nothing here stops us doing that. We will tell you if we become aware of a conflict that could affect our advice to you, and we will agree with you how to manage it or step back from the affected work.

8. Who owns what

Once you have paid for them in full, you own the reports, plans and other deliverables we produce specifically for you, and you may use them inside your business as you like.

We keep ownership of our own frameworks, models, templates, tools, code and general know how, including anything we improve while working with you. We grant you a licence to use them as part of the deliverables for as long as you use the deliverables. You keep ownership of your own material and grant us the licence we need to do the work.

9. We are an independent business

We provide the services as an independent business. This agreement does not create an employment relationship, a partnership, a joint venture or an agency between us.

We decide how the work gets done, we use our own equipment unless we agree otherwise, and we are responsible for our own tax, insurance and superannuation. We may use our own staff or subcontractors, and if we do we stay responsible to you for the work and for keeping your information confidential.

10. 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 including that they will be supplied with due care and skill.

Where the law allows us to limit our liability, our total liability for all claims connected with this agreement is limited to the fees you have paid us in the twelve months before the claim. Neither of us is liable to the other for indirect or consequential loss, including lost profit or lost opportunity, except where the law says otherwise. You agree that we are not liable for a loss to the extent it was caused by information you gave us that was wrong or incomplete.

11. Ending or pausing the engagement

Either of us may end this agreement for any reason by giving the other 14 days written notice. The notice is the same for both of us. Either of us may end it immediately by written notice if the other seriously breaks it and does not fix the problem within fourteen days of written notice, or becomes insolvent.

You may also pause the retainer once in any twelve months, for up to two consecutive periods, by giving us fourteen days written notice. During a pause we do no work and you pay no fee, and we do not guarantee the same capacity when you return. When this agreement ends you agree to pay for all work done and commitments properly made up to the end date, and we will hand over your material and the deliverables you have paid for within fourteen days.

12. If we disagree

If a dispute arises, the party raising it must set out in writing what the problem is and what they want done. We both agree to meet, in person or by video, within ten business days and try in good faith to resolve it.

If it is not resolved within twenty business days, we both agree to mediation with a mediator we both accept, or one appointed by the Victorian Small Business Commission, and to share the mediator's cost equally. Neither of us may start court proceedings until mediation has been attempted, except where urgent relief is needed. Both of us keep performing our other obligations while a dispute is being worked out.

13. 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.

14. The whole agreement

This agreement, together with any scope document attached to it, is the whole agreement between us about the engagement. It replaces every earlier proposal, pitch deck, quote, email and conversation, unless that material is attached or referred to here.

If part of this agreement cannot be enforced, that part is removed and the rest keeps working. Neither of us gives up a right by not enforcing it straight away. Any change must be in writing and agreed 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