



**Private Forestry
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Model Contract No 6.

“Landholder requiring a Professional Consultant Services Agreement”

CONTRACT No

PROFESSIONAL CONSULTATION & MANAGEMENT SERVICES

CONTRACT

THIS AGREEMENT is made this _____ day of _____ 20____

BETWEEN: _____ (Property Owner)

AND: Private Forestry Southern Queensland Inc - (Consultant)

WHEREAS the Property Owner is the registered proprietor of land more particularly described in Schedule 1 and has engaged the Consultant to provide all the SERVICES set out in Schedule 2 (Professional Consultation Service Agreement).

AND WHEREAS the Consultant has agreed to provide the services requested

AND WHEREAS the parties wish to record the terms and conditions of their agreements.

NOW THIS DEED WITNESSES:-

1. Term

This agreement may be terminated upon:

(a) Service Agreement completion; or

(b) by mutual agreement, whilst also recognizing the value of all services performed prior to the termination of the Agreement and payment of a pro rata amount as determined by the Consultant.

2. Provision of Service

All employees, contractors and agents employed by the Consultant for provision of the Services Agreement for the Property Owner shall be subject to the Consultant's direct and exclusive supervision and control.

3. Payment for Service Agreement

The Property Owner shall pay to the Consultant the fees and charges set out in the Second Schedule at the times and in the manner set out in Schedule 2.

The Property Owner will return to the Consultant, if requested, all material and documents provided by the Consultant.

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4. Performance of Management Services

The Consultant must provide the Management Services in accordance with:

- (a) milestones performance standards and timeframes specified in Schedule 2 (if any);
- (b) all statutes, ordinances, by-laws and codes of practice

5. Warranty as to expertise, etc.

The Professional Consultant warrants that:

- (a) the Consultant and personnel are suitably qualified and have sufficient expertise to perform the management services;
- (b) in performing the management services the Consultant will not:
 - (i) breach an obligation owed to another person; or
 - (ii) cause any breach of the Vegetation Management Act or any other act.

6. Responsibilities of the Professional Consultant

The Consultant must:

- (a) ensure performance of the management services and compliance with this Agreement.
- (b) liaise with and comply with any reasonable requests made by the Property Owner.

7. Insurance

7.1 In connection with the management services the Consultant must have and maintain during the term, valid and enforceable insurance policies for:

- (a) public liability in respect of each occurrence for at least \$10,000,000.00
- (b) professional indemnity;
- (c) workers' compensation; and
- (d) any other insurance relevant to the management services.

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7.2 Evidence of Insurance required

The Consultant must give evidence of valid insurance if required by the Property Owner.

8. Goods and Services Tax

8.1 The parties agree that:

- (a) All Service Agreement Costs will attract GST in accordance with the New Tax System (Goods and Services) Act 1999 *as amended (The GST Act)*.

9. Resolution of Disputes

The parties must endeavour to resolve any dispute under this agreement by mediation or other dispute resolution method before commencing legal proceedings.

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SIGNED as an Agreement

By _____
Name Signature

in the presence of:

X
Witness (who warrants that he is not a party to this deed or named herein)

Full name of Witness _____

Full address of Witness _____

SIGNED as an Agreement

by the **Mr Sean Ryan** X _____
Executive Officer -
Private Forestry Southern Queensland Inc

in the presence of:

X
Witness (who warrants that he is not a party to this deed or named herein)

Full name of Witness _____

Full address of Witness _____

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SCHEDULE 1

Property Owner:

(Name in Full) _____

Address: _____

Professional Consultant:

Private Forestry Southern Queensland Inc
224 Mary Street
GYMPIE QLD 4570

Property Description:

Attachment of Qld DNR RE Map showing property position (if applicable)

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SCHEDULE 2

Professional Consultation Service Agreement

Commencement Date: _____

Professional Services:

1. List
2. List
3. List

Management Plan Service:

1. List

Business Plan Services:

1. List
2. List
3. List

Cost -

Retainer Schedule:

1. Upon signing of this Agreement, the Property Owner shall pay 15% of the Total Cost of the Agreement, before any work commences.
2. The Property Owner shall make any subsequent payments as required within seven days of the receipt of invoice or the Professional Services will cease until such payment is made.

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