

**CONTRACT 2011 - 2012**

THIS AGREEMENT is made

the ..... day of .....2011

BETWEEN

CROP MONITORING SERVICES Pty. Ltd. of Keith in the State of South Australia ("the Contractor")

- AND -

The Party named and described in the Schedule as "the Customer" of the address specified in the Schedule ("the Customer")

NOW THIS AGREEMENT WITNESSETH

**1. INTERPRETATION.**

- 1.1 "The Contractor" shall include its permitted successors and assigns.
- 1.2 "The Customer" shall include its permitted successors and assigns.
- 1.3 The term "crop monitoring services" shall mean the monitoring of insect (whether of pest or beneficial nature) levels and the giving of advice concerning insect and weed control measures and other matters incidental to insect and weed control.
- 1.4 The term "contract sum" shall refer to the amounts detailed in Clause 3.1 of this Agreement.
- 1.5 The term "contracted crop" shall mean the area described in the Schedule to this Agreement.
- 1.6 The term "completion date" shall mean the 30th April, 2012.
- 1.7 The term "Field Officer" shall mean the person employed by the Contractor to undertake crop monitoring services.

**2. AGREEMENT.**

- 2.1 In consideration of the contract sum and in full and complete reliance upon the terms contained herein the Contractor HEREBY AGREES to provide to the Customer crop monitoring services from the date of this agreement to the completion date.
- 2.2 In consideration of the Customer entering into this Agreement the Customer HEREBY AGREES to pay to the Contractor the contract sum in accordance with the terms and conditions of this Agreement.

**3. CONSIDERATION.**

- 3.1 The contract sum shall mean:
  - 3.1.1 Where the Contractor has not provided crop monitoring services to the Customer under an agreement similar to this Agreement in the last twelve months before the date of this Agreement an amount of SIX HUNDRED AND THIRTEEN DOLLARS (\$613.00) or an amount equal to SIXTY SEVEN DOLLARS (\$67.00) per hectare whichever is greater.

3.1.2 Where the Contractor has provided services to the Customer in the last twelve months, an amount calculated in accordance with the following formula:

- 3.1.2.1 Where the contracted crop is between 1-9 Hectares \$613.00; or
- 3.1.2.2 Where the contracted crop exceeds 10 Hectares but is less than 21 Hectares \$67.00 per Hectare
- 3.1.2.3 Where the contracted crop exceeds 20 Hectares but is less than 81 Hectares \$53.50 per Hectare
- 3.1.2.4 Where the contracted crop exceeds 80 Hectares \$46.50 per Hectare
- 3.1.2.5 Where an additional non irrigated crop \$35.00 per hectare

3.1.3 The contract sum shall be payable as follows:

- 3.1.3.1 25% by the 30th September 2011;
- 3.1.3.2 25% by the 31st December 2011;
- 3.1.3.3 25% by the 31st March 2012;
- 3.1.3.4 The balance by the 30th June 2012.

3.2 The Customer HEREBY AGREES with the Contractor that, where he requests additional crop monitoring services, he will pay to the Contractor the sum of \$96.00 per hour of crop monitoring services rendered by the Contractor.

3.3 The Customer HEREBY AGREES with the Contractor that where he requests additional services for any certification purposes he will pay to the Contractor for each service the sum of \$7.00 per hectare of crop submitted.

3.4 All prices are GST excluded.

**4. TERMINATION OF THIS AGREEMENT.**

- 4.1 This Agreement shall only be terminated in the following circumstances:
  - 4.1.1 Three weeks after notice to the Customer has been given by the Contractor that the Field officer has ceased to be engaged by the Contractor
  - 4.1.2 Where the Contractor has served a notice of rescission on the Customer pursuant to Clause 5 of this Agreement
  - 4.1.3 By mutual consent in writing of both parties to this Agreement.

**5. FAILURE TO PAY.**

- 5.1 Where the Customer fails to pay the contract sum by the due date as detailed in Clause 3.1.2 the Contractor shall be entitled to rescind this agreement.
- 5.2 Rescission of this Agreement by the Contractor under Clause 5.1 of this Agreement shall be deemed to have occurred upon the Contractor serving a notice of rescission on the Customer in accordance with the Clause 12 of this Agreement.

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**SCHEDULE 2011 -2012**

6 **LATE PAYMENT CHARGES.** It is **HEREBY AGREED** that the Contractor is entitled to receive without prejudice to any other right or remedy he may have penalty interest calculated at the rate of eighteen percent (18%) per annum on any amount of the contract sum due and unpaid.

7 **WARRANTIES AND UNDERTAKINGS.**

7.1 The Contractor hereby warrants to and covenants with the Customer to:

7.1.1 Retain the services of a Field Officer appropriate to the requirements of the Customer;

7.1.2 Use its best endeavors at all times in advising the Customer and the Customer **HEREBY ACKNOWLEDGES AND AGREES** that the Contractor shall not be liable to the Customer for any inaccuracy, error, unavoidable failure in the performance of the crop monitoring services liability and/or damage save and except for that liability imposed by statute.

8 **NO ASSIGNMENT.** The Customer shall not assign or purport to assign any of its rights of obligations under this Agreement without the prior written consent of the Contractor (which consent may be withheld at the sole discretion of the Contractor).

9 **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto as to its subject matter and supersedes all prior agreements, arrangements of understanding of the parties in connection with the Agreement.

10 **GOVERNING LAW.** This Agreement is governed by and shall be construed in accordance with the laws of the State of South Australia and each party hereby irrevocably submits to the jurisdiction of the Courts of that State.

11 **DISPUTE RESOLUTION PROCESS.** All disputes and issues (other than claims for amounts due and payable by the Customer to the Contractor) arising pursuant to this Agreement or relating to its meaning shall be resolved in the following manner:

11.1 By the aggrieved party firstly notifying the other party of his complaint, suggestion or criticism in accordance with Clause 12 of this Agreement; and

11.2 By referring such complaint, suggestion or criticism to the President of the Law Society of South Australia Incorporated and/or his nominee who shall at the joint expense of both parties hear all competing points of view relating to the dispute or issue and who shall direct the manner in which such dispute or issue shall be resolved and in doing so such person shall be acting as an expert and not as an arbitrator and the parties hereby agree to be bound by any such direction.

12 **SERVICE OF NOTICES.** The serving of any notices required under this Agreement shall be deemed to have been properly served by posting to the appropriate party by registered mail to the following addresses:

12.1 Contractor's address for service of Notices:  
- P.O. Box 209, KEITH S.A. 5267

12.2 Customer's address for service of Notices:  
- The address detailed in the Schedule to this Agreement.

13 **PERSONAL GUARANTEE.** Where the Customer is a corporation whether acting in its own capacity or as a trustee the Directors and/or Secretary who have set their hands and seals to this Agreement **HEREBY JOINTLY AND SEVERALLY AND UNCONDITIONALLY GUARANTEE** to the Contractor payment of each and all sums of money interest and damages due by the Customer under this Agreement.

The Customer: .....  
Address: .....  
Town: ..... State: .... Postcode: .....  
Phone: .....  
Fax: .....  
Mobile: .....  
Email: .....

**Contracted Crop(s)**

Description:	Ha: Irrigated	Dry-land	Cert
.....	.....	.....	<input type="checkbox"/>
.....	.....	.....	<input type="checkbox"/>
.....	.....	.....	<input type="checkbox"/>
.....	.....	.....	<input type="checkbox"/>
.....	.....	.....	<input type="checkbox"/>
.....	.....	.....	<input type="checkbox"/>
.....	.....	.....	<input type="checkbox"/>

IN WITNESS WHEREOF the parties have hereunto subscribed their names and seals on the day and year first hereinbefore written.

THE COMMON SEAL of CROP MONITORING SERVICES Pty. Ltd. was hereunto affixed in the presence of:

Director: Raymond Christinat .....

Director / Secretary: Lise Christinat .....

SIGNED by the said Customer .....

in the presence of: .....

Witness: .....

OR

THE COMMON SEAL of )  
was hereunto affixed )  
in the presence of: )