

General Information

The following is a brief commentary on some of the aspects of this agreement.

The agreement can be used when your business wishes to engage the services of a corporate contractor who will engage an individual person to perform the contracted services. The benefit of using an agreement in the form provided is that it reduces the legal risks if a dispute arises.

However, to ensure that you achieve an agreement that meets all of your particular needs, you should obtain specific legal advice.

Specific commentary about the agreement

Set out below are some specific comments in relation to the provisions of the agreement:

Parties

The parties to the agreement are your organisation, the contractor and the representative. The representative is the person who will perform the services on behalf of the contractor.

Commencement, duration and option to renew

The agreement commences on the commencement date and will continue until the termination date.

We have included a term that provides you with the option to renew the agreement for an additional period beyond the expiry date.

Contract fees

It is important that these invoice arrangements are complied with and any declarations required, are completed and attached to the contractor's invoices. If these invoice arrangements are not complied with and the correct statements are not attached, your business could become liable for the contractor's unpaid workers compensation premiums, remuneration obligations and unpaid payroll tax.

Other contract work

The clause allows the contractor or the representative to provide services to other persons with your prior written consent. This may allow you to prevent the representative acting in competition with you, while being consistent with the principal/contractor relationship.

Nature of relationship

This clause confirms that all parties acknowledge that the relationship between the contractor and you, and the representative and you, is one of independent contractor and principal.

Termination

The agreement provides for termination by either party on one month's notice. You may wish to include a shorter or longer period of notice. Please review this clause carefully to ensure that it meets your requirements.

The clause allows you to elect to make a payment in lieu of all or part of the notice period, rather than retain the contractor for the entire notice period. There is also a provision for immediate termination of the agreement by you in certain circumstances, including if the contractor or the

representative commits a serious breach of the agreement or fails to remedy a breach of the agreement, or engages in acts of serious misconduct etc.

This clause also obliges the contractor and the representative to return all property of the company to you, including intellectual property and confidential information, on termination of the agreement for any reason, or at any other time at your request.

Confidential information, intellectual property and moral rights

The confidential information clause is designed to protect information which is confidential to your business from use by the contractor or the representative, without your prior written consent.

The agreement does not include an intellectual property and moral rights clause. If you have intellectual property that the contractor or representative will have access to during the term of the agreement, you should consider including an intellectual property and moral rights clause.

Post agreement restraints

Depending on the nature of the duties being performed by the contractor/representative, it may not be necessary to require all contractors/representatives to agree to a post-agreement restraint. The idea of the post-agreement restraint is to restrict the contractor/representative from engaging in certain activities after the agreement has ended in order to protect the legitimate interests of the company.

You should seek to customise the restraint to relate to the specific contractor/representative. In order for a post-agreement restraint to be enforceable, it must be '**reasonable**' in the circumstances of the particular contractor/representative's engagement. The courts will not enforce restraints that impose an unreasonable restraint of trade on a contractor/representative or that extend beyond protecting the legitimate business interests of a company.

When drafting restraints for contractors/representatives it is advisable to obtain specific legal advice.

Insurances and indemnities

The clause provides that the contractor must maintain its own workers compensation, professional indemnity insurance, public liability insurance and any other insurance required by law or regarded as sound commercial practice.

The liability and indemnity clauses impose obligations and risks on the contractor and the representative and indemnifies your business against any loss, cost, expense or damage incurred by the contractor or the representative due to a breach of the agreement, a representation or warranty given under the agreement, a law or a claim by a third party.

Execution of agreement

The agreement should be executed in accordance with your organisation's and the contracting company's constitutions, and relevant legal requirements.

This Agreement

Is made on the date set out in Schedule A.

Parties

1. [REDACTED]
2. **The Contractor** (as specified in Schedule B); and
3. **The Representative(s)** (as set out in Schedule B).

Background

1. The Company requires the Contractor to provide [REDACTED]
2. The Contractor is engaged in the [REDACTED].
3. The Contractor has agreed to provide the Representative(s) to perform the Services on the terms and conditions of this Agreement.

Operative provisions

1. Definitions

In this Agreement:

- 1.1 **'Applicable State'** means [REDACTED];
 - 1.2 **'Client'** includes any Person who:
[REDACTED]
(b) has entered into discussions or [REDACTED]
[REDACTED] Products and Services.
 - 1.3 **'Commencement Date'** means ;
 - 1.4 **'Company Contact'** is the Company contact person(s) under this Agreement specified in [REDACTED];
 - 1.5 **'Confidential Information'** means
 - 1.6 **'Contract Fee'** means;
 - 1.7 **'Expiry Date'** means;
 - 1.8 **'GST'**
 - 1.9 **'GST Legislation'**;
- #### 2. Commencement, duration and option to renew
- 2.1 **Appointment**

The Company [REDACTED] to provide the [REDACTED]
[REDACTED] accepts the appointment as a Contractor to the
Company.

2.2 Commencement

This Agreement will start on the Commencement Date and will continue until the Termination Date.

2.3 Option to renew

The Company has the option to appoint [REDACTED]
[REDACTED]
[REDACTED] extended period until the new Expiry Date.

3. Obligations of the contractor

3.1 Provision of Services

- (a) The Contractor agrees to provide [REDACTED] as required by the Company in accordance with this Agreement.
- (b) The Contractor will ensure [REDACTED]
[REDACTED] of the Services.
- (c) The Contractor will provide the Services in accordance with the Timetable. If the Contractor is [REDACTED]
[REDACTED].
- (d) The Contractor will provide the [REDACTED]. If the
[REDACTED]
[REDACTED] signing an agreement in the same terms as this Agreement.
- (e) The Contractor must not sub-contract the [REDACTED]
[REDACTED] the Company.

3.2 Standard of performance

- (a) The Contractor and the Representative(s) warrant that the Representative(s) has and will utilise the necessary skills, experience and expertise to perform the Services in accordance with this Agreement.
- (b) The Contractor and Representative(s) will ensure that the Services are performed with due care, skill and diligence in a professional and ethical manner and to the Company's reasonable satisfaction.

3.3 Instructions and compliance

- (a) The Contractor and the Representative(s) [REDACTED]
concerning the provision of the Services from the Company Contact.
- (b) The Contractor and the Representative(s) [REDACTED]
[REDACTED] provided by the Company concerning the provision of
the Services. However, [REDACTED]
[REDACTED] the Contractor has [REDACTED]
[REDACTED] and control of the Representative(s).

- (c) The Contractor and the Representative(s) will comply with all applicable laws concerning the provision of the Services and policies and procedures issued by the Company, including but not limited to, laws and policies relating to occupational health and safety, discrimination and harassment, security, privacy and use of the Company's facilities, including computing and related systems. However, the Company's policies and procedures do not form part of this Agreement.

3.4 Responsibility for Representative(s)

- (a) The Contractor acknowledges that it is responsible for ensuring the health, safety and welfare of the Representative(s) while performing the Services, including providing all necessary training and safety equipment.
- (b) The Contractor also acknowledges it is solely responsible for all remuneration, expenses, taxes, leave entitlements, superannuation, workers' compensation and other insurances in respect of the Representative(s) and any other employees, contractors or agents of the Contractor.
- (c) The Representative(s) understands and agrees that he or she will receive all payments [REDACTED], and that they are not entitled to receive any payment or other benefit from the Company.
- (d) The Contractor indemnifies the Company and keeps the Company indemnified (on a full indemnity basis) against any loss, cost, expense or damage suffered or incurred by the Company arising directly or indirectly from any claim by the Representative(s) or other employee, contractor or agent of the Contractor.

3.5 Provision of Equipment

- (a) Except for the equipment provided by the Company to the Contractor and the Representative(s), as set out in [REDACTED] the Contractor is required to supply all equipment necessary to provide the Services. The Contractor is also required to ensure such equipment is suitable and maintained in good working order.

4. Contract Fees

4.1 Payment of Contract Fees

- (a) The Company will pay the Contract Fee to the Contractor upon receipt of the Contractor's invoice and satisfactory provision of the Services in the relevant period.
- (b) [REDACTED].
- (c) The Contractor must issue an invoice in proper form, [REDACTED]. The Contractor must also attach the appropriate declaration set out [REDACTED].
- (d) The Contractor must invoice the Company in accordance with the Payment Arrangements set out in Schedule [REDACTED].
- (e) The Company will pay the Contractor's invoices [REDACTED].
- (f) The Contract Fee specified in this Agreement for the Services is the total amount payable by the Company in respect of the Services. Neither the Contractor, nor the Representative(s), are entitled to any other payment, remuneration or compensation from the Company.

5. Taxation
 - 5.1 Payment of GST
 - 5.2 Registration and ABN
6. Other contract work
7. Nature of relationship
8. Termination
 - 8.1 Termination on notice
 - 8.2 Termination on default
 - 8.3 Termination on Expiry Date
 - 8.4 Payments on termination
 - 8.5 Return of property
9. Confidentiality
 - 9.1 Disclosure of Confidential Information
 - 9.2 Use of Confidential Information
10. Insurances
 - 10.1 Required insurances
 - 10.2 Evidence of insurances
11. Indemnity
12. Dispute resolution
 - 12.1 Dispute resolution procedure
 - 12.2 Other proceedings
13. Post agreement obligations
14. Survival of obligations
15. Warranties
16. General provisions

Please note: This document is only a preview of the agreement. The whole agreement has further information and schedules included within the agreement. To access all content of the agreement, you will need to purchase the Independent Contractor Template.

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