

CONTRACT FOR SERVICES (TEMPLATE)

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Nothing in this document should be taken to constitute legal advice.

THIS CONTRACT is made

BETWEEN

..... [hereinafter called "Purchaser"]

AND [hereinafter called "Supplier"]

WHEREAS

The Supplier has its own Australian Business Number (ABN) and is an entity in its own right.

The Purchaser has an Australian Business Number (ABN) and is an entity in its own right.

The parties desire to record the terms of their agreement.

THE PARTIES AGREE AS FOLLOWS

1. BRIEF OR SERVICES REQUIRED

1.1. The Supplier will provide that detailed in **SCHEDULE 1**

1.2. Commencement date

1.3. Completion date

1.4. The parties will divide the workspace equitably in view of the number of employees, placements and volunteers and equipment and resources required to be accommodated.

2. EQUIPMENT

2.1. The Supplier will provide that listed in **SCHEDULE 2.**

2.2. The Purchaser will provide that listed in **SCHEDULE 3.**

3. OTHER CONTRACTORS OR EMPLOYEES

- 3.1. The Supplier is free to engage Employees or other Contractors with the agreement of the Purchaser.
- 3.2. The Purchaser will not make an unreasonable refusal regarding 3.1.

4. TRAINING AND DEVELOPMENT

- 4.1. The Supplier is responsible for their own training and development. Develop and implement joint in house training, team building and group supervision in good faith.
- 4.2. The Purchaser will provide training and development for the following:

5. PAYMENT

- 5.1. Subject to this agreement, the Purchaser will pay the Supplier on the payment basis as detailed in **SCHEDULE 4**.
- 5.2. The Purchaser's obligation to pay the amount specified in **SCHEDULE 4** is subject to compliance by the Supplier of its obligations under this contract.
- 5.3. The Purchaser may withhold payment where there is doubt as to the Supplier's compliance with this contract or entitlement to payment.
- 5.4. Any payment made by the Purchaser shall not be construed as an acknowledgement that the Supplier has discharged its obligations under this contract.

6. PROMOTION

- 6.1. The parties are not required to promote the other party's services while networking and undertaking other activities.

7. MANAGEMENT

- 7.1. The parties will facilitate and participate in good faith in regular meetings in order to assist communication and address matters that may impact on each other.

8. TERMINATION

- 8.1. The parties may terminate the contract in any of the following circumstances upon written notice to the other party:
 - a) either party determines that the other is no longer compliant with this contract;
 - b) control of either business is transferred to a new organisation without prior approval of the other party;
 - c) either party fails to remedy any breach of this contract in respect of which the other party has requested in writing that the party remedy, within seven (7) days of the request being given; or

- d) either party ceases to carry on business; becomes bankrupt; enters into liquidation; has a receiver or official manager appointed; or any other insolvency proceedings are taken.

9. CONSEQUENCES OF TERMINATION

8.1 Termination of this contract shall be without prejudice and in addition to such other rights as the parties have against each other.

8.2 If one party terminates this contract, the other party may:

- a) in relation to any payment which **has not** yet been paid to the party under this contract, retain that payment entirely or reduce it proportionally; and
- b) in relation to any payment which **has** been paid to the Supplier under this contract, recover that payment entirely or proportionally;

according to the proportion of the agreement actually delivered by the party before termination.

8.3 The rights set out in Clause 8.2 are in addition to any other rights the State of Queensland may have.

10. OBSERVANCE OF LAWS AND AWARD CONDITIONS

10.1. The parties must comply with all Commonwealth, State and Local laws for the time being in force and must not do or permit to be done any act which may conflict with such law, including (but without limiting the generality of this Clause) the following:

- a) all award conditions, workplace health and safety provisions and any other industrial relations requirements applicable to the Grantee undertaking the Project;
- b) the provisions of the **Anti-Discrimination Act 1991** at all times when undertaking the Project;
- c) the provisions of the Commission for Children and Young People and Child Guardian Act 2000; and

11. INSURANCE

11.1. The parties will take out and maintain for the term of this contract the following insurance policy:

- a) Public Liability Insurance for a sum of not less than \$10,000,000 (or a suitable amount for the work undertaken) arising from any one event in respect of death, injury, loss or damage howsoever sustained to any person or property.

11.2. The parties will keep a record of the policy of insurance taken out and maintained for the purpose of Clause 13.1.

11.3. The parties are independently responsible for the cost of the following insurance:

- a) Comprehensive Motor Vehicle Insurance
- b) Excess of insurance claims for their own property
- c) Professional indemnity

12. INDEMNITY

- 12.1. The parties agree to indemnify the other party and its servants and agents from and against any and all actions, claims, demands, costs, losses, damages, and expenses which may be brought against the other party as a result of any act or omission, negligent or otherwise, by the each other, except and to the extent that such liability arose out of a negligent act or omission on the part of the party.

The parties are not responsible and liable, without limitation, for any loss, damage, injury, death, costs or expenses suffered by the other party either directly or indirectly arising from the negligent or unlawful acts or omissions of any of the customers/clients.

13. RELATIONSHIP BETWEEN THE PARTIES

- 13.1. The relationship of the parties with respect to their operations is that stated in this contract.
- 13.2. The parties are not by virtue of this contract the servant, agent or representative of each other.
- 13.3. The parties will ensure that its servants and agents will not at any time conduct themselves in such a manner as to infer to third parties that the one party is the servant, agent or representative of the other party.

14. ORGANISATION'S ACKNOWLEDGMENT

- 14.1. The parties acknowledge and agree that, prior to making this contract, it has examined carefully and acquired actual knowledge of the contents of the contract and any other information made available in writing by the other party for the purpose of making the contract.
- 14.2. Failure by the parties to have done all or any of the things mentioned in the clause relating to Insurances will not relieve the parties of their liability to comply with the contract.

15. VARIATION OF CONTRACT

- 15.1. No variation to this Agreement will be valid unless it is in writing and signed by both parties.

16. CONSENT TO MAKE PUBLIC STATEMENTS (MEDIA AND PROMOTION)

- 16.1. The parties reserve the right to issue public statements and will retain the right to release information in the first instance in relation to this contract.
- 16.2. The parties shall not make any public statement in relation to this contract, or products jointly developed as a result of the contract, without first obtaining the consent of the other party.
- a) Consent is required by the parties to release of any promotional material related to the contract including launch, milestones and good news stories.

b) In obtaining consent, the parties must preview all publicity and promotional material prior to being finalised.

16.3. In making any such public statement in relation to the contract, the parties will include an acknowledgment of the other party.

17. WAIVER

17.1. A failure or delay at any time by the parties enforce any clause of this contract shall not be interpreted as a waiver of the parties rights under that clause.

17.2. A waiver by the parties of a breach of a clause of this contract on a particular occasion shall not operate as a waiver of any subsequent breach of that clause or a breach of any other clause.

18. NOTICES

18.1. Any notice, application, request or consent required to be made or given under this contract will not be valid unless it is in writing.

18.2. Notices and correspondence under this contract may be delivered by hand, by registered mail, or by facsimile to the address detailed in this contract or any substitute address as may have been notified in writing by the relevant addressee from time to time.

18.3. Notice will be deemed to be given and served two [2] days after deposit in the mail with postage prepaid; when delivered by hand; or if sent by facsimile transmission, upon an apparently successful transmission being noted by the sender's facsimile machine; as the case may be.

19. APPROVALS AND CONSENTS

19.1. Whenever under this contract a party is required to obtain the consent or approval of the other party to any act, matter or thing, such consent or approval may be granted or withheld in the absolute discretion of the parties or granted subject to such conditions as the parties may in their absolute discretion require.

20. GOODS AND SERVICES TAX IMPLICATIONS

20.1. The parties agree that monetary obligations and amounts referred to in this contract are exclusive of the Goods and Services Tax (GST), unless otherwise stated.

Tax Invoices

20.2. The parties agree that the Supplier can issue tax invoices in respect of the Purchaser's payments under this contract.

20.3. The parties agree that the Purchaser will not issue tax invoices in respect of the payments it makes under this contract.

20.4. The parties acknowledge that they are registered for GST at the commencement date of this contract and that they will notify the other party if they cease to be registered.

21. PROPERTY AND OWNERSHIP

- 21.1. All data, publications and written material created or prepared jointly by the parties under this contract and the copyright or other intellectual property in such data, publications and written material will be owned jointly and in equal shares by the parties hereto.
- 21.2. Each party grants to the other a non-exclusive, non-transferable, irrevocable, paid-up licence to use, reproduce and adapt all data, publications and written material referred to in the above clause.
- 21.3. Should either party become aware of any infringement of the intellectual property rights of the parties hereto, such party shall immediately advise the other party, and the parties shall agree as to the form of redress to be taken.
- 21.4. Clause 21.1 shall survive termination of this contract.

22. DISPUTE RESOLUTION

- 22.1. The parties shall seek to settle any dispute arising in connection with this contract by negotiation, mediation and conciliation between the parties. In any such proceeding, each party may at its election, be represented or accompanied by an advocate or duly qualified legal practitioner.
- 22.2. For the avoidance or settlement of disputes, and for the better management of this contract, the parties representatives shall be the persons listed below.

Name
Address

Name
Address

IN WITNESS WHEREOF the parties have executed this contract on the dates below.

SIGNED, for and on behalf of]
..... by]
.....]
[Print Name]] [Signature]

this day of , 200__]
in the presence of]
.....]
[Print Witness' Name]] [Signature]

SIGNED, for and on behalf of]
..... by]
.....]
[Print Name]] [Signature]

this day of , 200__]
in the presence of]
.....]
[Print Witness' Name]] [Signature]

SCHEDULE 1

BRIEF

(Details of tasks, outcomes, services)

SCHEDULE 2

SCHEDULE 3

SCHEDULE 4

Useful information:

<http://www.innovation.gov.au/Section/SmallBusiness/Pages/IndependentContractors.aspx>