



CONTRACTOR AGREEMENT FOR SERVICES

DATED: _____ 20__

BETWEEN

Company Pty Ltd ACN 111 222 333 (the "Customer")

AND

Other Company Pty Ltd ACN 333 222 111 (the "Contractor")

CONTRACTOR AGREEMENT FOR SERVICES

DATED: _____ **20** _____

BETWEEN: Company Pty Ltd ACN 111 222 333 of 1 Sydney Street Sydney 2000
(the “**Customer**”);

AND Other Company Pty Ltd ACN 333 222 111 of 1 Brisbane Street Brisbane 7000
(the “**Contractor**”).

1. THE ENGAGEMENT

- 1.1. The Customer has engaged the Contractor to supply the services that are described in the Item One of the Schedule (the “**Contract Services**”) and the Contractor has agreed to supply the Contract Services to the Customer.
- 1.2. The Contractor represents to the Customer that the Contractor has skill, knowledge, experience and expertise in providing the Contract Services and is able to provide the Contract Services to the standard reasonably required by the Customer.
- 1.3. The Customer acknowledges that during the term set out in Clause 6.1 (the “**Term**”) the Customer will not without the prior written consent of the Contractor (which consent may be refused without the Contractor being obliged to give any reason therefore) directly or indirectly appoint any other person, company or entity to perform the same or similar services for the Customer or any related person or entity of the Customer with the intention that the Contractor shall be the sole and exclusive provider of the Contract Services to the Customer during the Term.

2. THE FEE AND PAYMENT

- 2.1. Subject to Clause 2.6, the Customer has agreed to pay the Contractor the sum (the “**Fee**”) set out in Item Two in the Schedule on satisfactory completion of the supply of the Contract Services unless the Customer and the Contractor have agreed to different terms of payment as set out in Item Three of the Schedule. The Fee include GST. The Contractor must issue a Tax Invoice for the Fee and the Customer must pay the Fee as provided in this clause or as provided in Item Two of the Schedule (if applicable).
- 2.2. If for whatever reason the Customer does not pay the Fee when it becomes due, the Contractor may without being in breach of this Agreement suspend providing the

Initial: _____

Page 1 of 7

- Contract Services until all outstanding payments of the Fee have been paid. If after the Contractor has requested payment the Customer refuses or fails to make such payment within seven (7) days of such request, then the Contractor may terminate this Agreement and cease providing the Contract Services for the Customer.
- 2.3. Until the Contractor is paid all money due to the Contractor by the Customer, the Contractor shall be entitled to hold by way of lien as security for such payment any of the Customer's property then in the Contractor's possession.
- 2.4. The Contractor must add and separately identify on each of its Tax Invoices all GST.
- 2.5. The method of payment is set out in Item Three of the Schedule.
- 2.6. If the Customer disputes that the Contract Services have been satisfactorily completed by the Contractor, then the Customer must within seven (7) days of completion serve on the Contractor a notice of dispute ("**Notice of Dispute**") setting out:
- (a) the details of all Contract Services not satisfactorily completed; and
 - (b) what the Customer requires the Contractor to do to remedy the items complained of.
- 2.7. Upon receipt of a Notice of Dispute, the Contractor must promptly do all work required to satisfactorily complete the Contract Services. If within fourteen (14) days of the receipt of a Notice of Dispute either party is of the view that the Contract Services have still not been satisfactorily completed then either party may refer the matter to a mediator nominated by the President for the time being of the Law Society of the relevant State or Territory and that mediator shall act as an arbitrator to conclusively determine the dispute. The decision of the mediator acting as arbitrator shall be final, conclusive and binding on the parties except in the case of manifest error. Each party must initially bear half the costs of the mediator acting as arbitrator and half all other related costs such as hire of rooms.
- 2.8. Where the Customer serves a Notice of Dispute, the Customer must within fourteen (14) days of service of the Notice of Dispute pay into an interest-bearing account in the joint names of the Contractor and the Customer at a bank to be nominated by the Contractor the amount claimed by the Contractor as the amount owing for the Contract Services or any balance thereof. The failure on the part of the Customer to do this (provided the Contractor has nominated and informed the Customer of the details of the bank within ten (10) days) will invalidate the Notice of Dispute at which point the Customer shall be deemed to have accepted the Contract Services as

satisfactory and completed and the Contractor may claim all amounts owing as a debt then due and payable by the Customer.

3. STANDARD OF CONTRACT SERVICES

- 3.1. The Contractor must perform the Contract Services in a proper and competent manner and according to all reasonable directions given by the Customer. The Contractor represents to the Customer that the Contractor is experienced and competent to carry out the Contract Services, has all the required training and holds all the licences and has had all the training reasonably required to carry out the Contract Services. The Contract Services must be carried out to all applicable industry standards and to the reasonable satisfaction of the Customer.

4. EQUIPMENT AND MATERIALS

- 4.1. The Contractor must provide all equipment and all materials as may be necessary to properly and efficiently perform the Contract Services. All materials used must be new and of high quality fit for their purpose. All equipment must be safe for use and capable of being used to carry out the Contract Services.

5. TIME

- 5.1. All Contract Services must be completed within a reasonable time.

6. TERM

- 6.1. Means the period from the commencement of this Agreement until 6 weeks for the date the contract executed or until either Party terminates the Appointment as provided in this Agreement.

7. OCCUPATIONAL HEALTH AND SAFETY

- 7.1. The Customer must ensure that, if the Contract Services are to be carried out on the Customer's property, the property is safe and that all facilities provided by the Customer to the Contractor for the purposes of enabling the Contract Services to be provided are also safe. The Contractor must ensure that at all times in providing the Contract Services it uses safe and proper procedures and practices and that all its employees are properly trained and supervised and observe all proper and safe practices. The Contractor must at all times have current Workers' compensation insurance and, if required, must provide evidence to the Customer of its currency in the form of a certificate of currency.

8. BREACH BY CONTRACTOR

- 8.1. If the Contractor breaches any of its contractual obligations under this Agreement and fails to remedy that breach promptly and in any event within three (3) days, then the

Customer may by written notice to the Contractor terminate this Agreement. Upon termination of the Agreement, the Customer is only obliged to pay the Contractor for the Contract Services actually done less any loss or cost which the Customer may incur to have the remaining Contract Services completed.

9. BREACH BY CUSTOMER

9.1. If the Customer breaches any of its contractual obligations under this Agreement and fails to remedy that breach promptly and in any event within three (3) days of being requested by the Contractor to so remedy, then the Contractor may by written notice to the Customer terminate this Agreement. Upon termination of the Agreement, the Contractor has no obligation to perform any part of the Contract Services not already performed. The Contractor shall be entitled, notwithstanding such termination, to claim as a debt owing any amount due to the Contractor on termination and claim damages in respect of any loss sustained by the Contractor including loss of profits resulting from the termination.

10. CONFIDENTIALITY

10.1. The Contractor undertakes to keep all information which it acquires from the Customer or about the Customer strictly private and confidential and must not disclose that information to any person without the Customer's prior written consent. Nothing in this clause prevents the Customer from fully using and enjoying the Contract Services.

10.2. The Customer undertakes to keep all information which it acquires from the Contractor or about the Contractor's business strictly private and confidential and must not disclose that information to any person without the Contractor's prior written consent. The Customer must not use any information so acquired except for the proper purpose of conducting its business.

11. INTELLECTUAL PROPERTY

11.1. If the Contract Services involves the creation of any intellectual property, including any copyrightable materials or works, then the Customer acknowledges that the Contractor holds all such intellectual property solely for the benefit of the Contractor. The Customer shall be entitled to use the intellectual property in the ordinary and proper course of its business but for no other purpose without the prior written consent of the Contractor.

12. TERMINATION

- 12.1. Either party may terminate this Agreement at any time after four (4) months from the date of this Agreement by giving to the other party one (1) month's prior written notice. On the expiry of that month (the "**Termination Date**") this Agreement will be at an end. The Contractor must be paid by the Customer up to and including the Termination Date.
- 12.2. Notwithstanding any provision of this Agreement the Customer has the right to terminate this Agreement by written notice to the Contractor to that effect provided that at that time the Customer also pays to the Contractor the sum of \$12 000 together with all other sums then outstanding which the Contractor and the Customer acknowledge is a fair and reasonable sum of agreed compensation for the early termination of this Agreement.

13. OVER-RIDING PROVISION

- 13.1. Notwithstanding anything elsewhere contained in this Agreement, any provisions in Item Four of the Schedule shall apply and over-ride any term of this Agreement which term, to the extent of its inconsistency with the provisions in Item Four, shall have no effect whatsoever and shall be deemed not to have been included in this Agreement.

14. STATUTORY WARRANTIES AND LIMITATION OF LIABILITY

- 14.1. All Statutory Warranties that can be expressly excluded are hereby excluded.
- 14.2. Where the Contract Services are not of the kind ordinarily required for personal, domestic or household use or consumption then the liability of the Contractor is limited pursuant to s.68A of the *Trade Practices Act 1974* (Cth) to the supply of the services again or the payment of the costs of having the services supplied again.

EXECUTED BY THE PARTIES on the date first mentioned.

SIGNED BY)
Company Pty Ltd)
ACN **111 222 333** pursuant to)
Section 127 of the *Corporations Act 2001*)
(Cth) in the presence of:

Director

Print Name:

Signature of Witness

Print Name:

Director/Secretary

Print Name:

SIGNED BY)
Other Company Pty Ltd)
ACN **333 222 111** pursuant to)
Section 127 of the *Corporations Act 2001*)
(Cth) in the presence of:

Director

Print Name:

Signature of Witness

Print Name:

Director/Secretary

Print Name:

Initial: _____



SCHEDULE

1. CONTRACT SERVICES

The Contractor will provide the following Contract Services to the Customer:

Installation of air-conditioning unites

Transport of Air-conditioning units

Repairing units

Callouts to client premise to test temperature

Testing units

Quoting of new units

Adhere to OH & S procedure

Attend meetings when required

2. CONTRACTOR FEES

The Contractor is entitled to be paid a total sum of \$25 000 as Contractor Fees. These fees include GST.

3. TERMS OF PAYMENT

The Customer and the Contractor have agreed to the following terms of payment:

The Customer shall pay the Contractor the Contractor Fees on a monthly basis subject to first receiving a Tax Invoice for those monthly payments.

4. OVER-RIDING PROVISIONS

There are no Over-Riding Provisions.