



CONTRACT FOR WORKS/SERVICES

between

[NAME]

ACN

and

[NAME]

Deakin office:

43-49 Geils Court
Deakin ACT 2600

All Mail: Locked Bag 3003
Deakin West ACT 2600

P:02 6285 8000 (work)
E:eshoemark@shglawyers.com.au

Our ref:

www.shglawyers.com.au
Snedden Hall & Gallop Pty Ltd

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Schedule 1. Schedule

<p>Item 1 School details</p> <p style="text-align: right;">name</p> <p style="text-align: right;">address</p> <p style="text-align: right;">email address</p>	<p><i>School Name</i></p> <p><i>School Address</i></p> <p><i>Contact email address</i></p>
<p>Item 2 Contractor details</p> <p style="text-align: right;">name</p> <p style="text-align: right;">address</p> <p style="text-align: right;">email address</p>	<p><i>[insert]</i></p> <p><i>[insert]</i></p> <p><i>[insert]</i></p>
<p>Item 3 Services</p>	<p>In accordance with Error! Reference source not found., and as other directed by us from time to time</p>
<p>Item 4 Commencement date</p>	<p>commencement date</p>
<p>Item 5 Location</p>	
<p>Item 6 Fees</p>	<p>As per the Contractors Quote reference xxx dated xxx</p>

- (f) the proper law of the Agreement is that of the Australian Capital Territory and the parties expressly submit to the jurisdiction of the Courts of the Australian Capital Territory;
- (g) references to any statute, ordinance or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments, or replacements; and
- (h) headings of clauses and marginal notes have been inserted for guidance only and will not form any part of the Agreement.

2 Provision of Services

- 2.1 The Contractor will provide Services to the School which are described in Schedule 2, in the manner set out in Schedule 2.
- 2.2 Unless agreed in writing by the School, the Services provided will be provided by the particular persons identified in Schedule 2.
- 2.3 The School may, upon reasonable grounds, require the Contractor to remove a particular person from performing the Services and to replace them with another person.

3 Reporting

- 3.1 The Contractor will address all reports and correspondence to [School contact person]

4 Fees and payment

- 4.1 In consideration of the provision of Services in accordance with this agreement, the School will pay the Contractor the Fees.
- 4.2 The Contractor must provide the School with a tax invoice in accordance with the GST Law in relation to remuneration payable under this clause. Payment must be made by the School to the Contractor within 7 days following receipt of the Contractor's invoice.
- 4.3 The invoice referred to in clause 4.2 must include the following details before payment can be approved and forwarded:
 - (a) date of Services;
 - (b) description of Services provided;
 - (c) the Contractor's ABN.
- 4.4 The Fees may be varied by agreement in writing between the School and the Contractor.

5 School's obligations

- 5.1 During the performance of the Contractor's Services, the School will:
-

- (a) Co-operate with the Contractor,
- (b) make available to the Contractor such facilities as the Contractor reasonably requires; and
- (c) ensure that the School's staff and agents co-operate with and assist the Contractor.

6 Warranties, liability, and indemnities

6.1 The Contractor warrants, represents and undertakes that:

- (a) it will carry out the work as per the scope of work in Schedule 2;
- (b) it will carry out the Services with all due skill and diligence and in a good and workmanlike manner, and in accordance with the best practice within the industry of the Contractor;
- (c) the Contractor's employees and agents will have the necessary skills, professional qualifications and experience to perform the Services in accordance with the Agreement and best practice;
- (d) it has full capacity and authority to enter into this agreement;
- (e) it has obtained all necessary and required licences, consents and permits to perform the Services; and
- (f) it is responsible for all costs, fees, expenses and charges for training necessary or required for the Contractor's employee and agents to perform the Services.

6.2 If the Contractor performs the Services (or any part of the Services) negligently or materially in breach of this agreement then if requested by the School, the Contractor will re-perform the relevant part of the Services. The School's request must be made within 6 months of the Services being provided.

6.3 The Contractor covenants that the Contractor will be solely responsible for the payment to the Contractor's employees and agents of all amounts due by way of salary, superannuation, annual leave, long service leave and any other benefits to which they are entitled as the Contractor's employees or agents and to otherwise comply with legislation applicable to the Contractor's employees and agents.

6.4 Throughout the continuance of this agreement the Contractor must:

- (a) comply at the Contractor's own cost and expense with all Acts, ordinances, rules, regulations, other delegated legislation, codes and the requirements of any Commonwealth, state and local government departments, bodies, and public authorities or other authority so far as the same may affect or apply to the Contractor or to the Services; and
 - (b) indemnify the School from and against all actions, costs, charges, claims and demands in respect of the agreement.
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- 6.5 The obligations accepted by the Contractor under this clause 6 survive termination or expiry of this agreement.
- 6.6 Each of the Parties acknowledges that, in entering into this agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this agreement to the fullest extent permitted by law.

7 Termination

- 7.1 Either party may terminate this Agreement in the following circumstances:
- (a) In the event of the other party breaching an obligation under this Agreement, and such breach not being rectified within 7 days of being notified in writing of such breach;
 - (b) If the other party becomes insolvent;
 - (c) On xx weeks written notice.
- 7.2 If School terminates the Agreement under clause 7.1(a) above, it will not be liable to pay the Fees.
- 7.3 If either party terminates the Agreement under clause 7.1(b) or (c), the School will be required to pay only those Fees attributable to Services satisfactorily provided prior to the date of termination.

8 General Provisions

8.1 Jurisdiction

Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this deed.

8.2 Severance

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

8.3 Entire Agreement

To the extent permitted by law, in relation to the subject matter of this Agreement, this Agreement:

- (a) embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
- (b) supersedes any prior written or other agreement of the parties.

8.4 Amendments

This Agreement may only be varied by a Agreement signed by or on behalf of each party.

8.5 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this Agreement by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Agreement.
- (b) A waiver or consent given by a party under this Agreement is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this Agreement operates as a waiver of another breach of that term or of a breach of any other term of this Agreement.

8.6 Counterparts

This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart.



Executed as an Agreement

By the Company

Date:

Signed for and on behalf of)
 [name])
 (ACN XXX XXX XXX))
 in accordance with section 127 of the)
 Corporations Act 2001:)

Witness

Sole Director / Secretary

Print name

Name (please print)

By the Contractor

Date:

Signed for and on behalf of)
 [Contractor Name])
 (ACN XXX XXX XXX))
 In accordance with section 127 of the)
 Corporations Act 2001)

Witness

Sole Director / Secretary

Print Name

Name (please print)



Schedule 2. Services/scope of work

