

Contract – Independent Contractor

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DEFINITIONS

In this Agreement, *UNLESS* the context requires otherwise:

- **'Business'** means the Entity named in the Contracted Parties section and **Item 1 in Schedule 1** of this Agreement that is engaging the Independent Contractor to undertake the Duties as described in **Item 3 of Schedule 1**.
- **'Confidential Information'** means any information (whether oral, written, electronic or in any other form) that is *NOT generally known to the Public* and that has been OR is disclosed to, or otherwise acquired by, the Independent Contractor in the course of OR in connection with, their engagement with the Business. This includes, but is not limited to:
 - Trade secrets, know-how and other Confidential Business information;
 - Intellectual Property (whether registered or unregistered in Australia), including inventions, copyright, Trademarks, designs, software, documents, ideas, concepts and anything else that is protected as Business property;
 - Marketing strategies, Business plans, financial data, operating margins, budgets, forecasts and pricing information;
 - Client, customer, supplier, prospect and contact lists or any other details associated with these parties;
 - Computer software, programs, codes, databases, systems and technical data;
 - Remuneration details (including salaries, bonuses and benefits of any personnel); and
 - Any other commercial, operational or strategic information relating to the Business, any related entity or any Client or Supplier of the Business.

Confidential Information does NOT include information that:

- 1) is or becomes publicly available through no fault, no reasonably considered intent to harm the Business or any other Person and no breach by the Independent Contractor;
- 2) was already Lawfully known to the Independent Contractor before disclosure by the Business (and this can be evidenced in writing);

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- 3) is independently developed by the Independent Contractor without any use of, or reference to, the Confidential Information of the Business; or
 - 4) is Lawfully received from a Third Party without any restriction on disclosure.
- **'RUNPAY®'** means the Business (ABN: [98 875 606 982](https://www.runpay.com.au)) with Products/Services available at www.runpay.com.au. For the avoidance of doubt, RUNPAY® is NOT a party to this Agreement.
 - **'Independent Contractor'** or **'You'** means the Entity named in the Contracted Parties section and **Item 1 in Schedule 1** who is engaged by the Business under this Agreement.
 - **'Contract'** means this Independent Contractor Contract including any attached Schedule(s), Variations (made in accordance with any Variation Clause), and any other Documents expressly incorporated by Reference (as amended from time-to-time) within this Contract.
 - **'Engagement'** means the Business Relationship between the Business and the Independent Contractor governed by this Agreement.
 - **'Enterprise Agreement (EA)'** means an Enterprise Agreement made under *Part 2-4 of the Fair Work Act 2009 (Cth)* (as amended). It is a collective Agreement negotiated between Employer(s) and Employee(s) (or their representatives) and NOT Independent Contractors, setting minimum Employment Terms and Conditions for the covered Employees (NOT Contractors). An Enterprise Agreement has NO Legal effect and is not binding until it has been APPROVED by the Fair Work Commission (which is mandatory under the Act) and, following approval, registered by the Fair Work Commission on its Public database.
 - **'Fair Work Act'** means the *Fair Work Act 2009 (Cth)*, as amended from time to time.
 - **'Schedule 1'** means the Schedule attached to this Agreement and identified as 'Schedule 1' that sets out the specific details of this Agreement and Contract, including the Product/Service(s), Duties/Responsibilities, Commencement Date, Fees/Rate, Term and any other Contractual particulars or details.
 - **'Start Date'** means the date (or 'Commencement' date) specified in **Item 6 of Schedule 1** on which the engagement with the Business begins.
 - **'Fee(s)/Rate'** means the amounts specified in **Item 10 of Schedule 1**.
 - **'Force Majeure'** means an act, omission or circumstance over which a party could not reasonably have exercised control.
 - **'GST'** is the Tax System as defined under the '*A New Tax System (Goods and Services Tax) Act 1999 (Cth)*'.
 - **'Industrial Instrument' (or 'Lawful Industrial Instrument')** means any document or other instrument that applies to Employment (NOT Independent Contractor Work) and imposes minimum Terms and Conditions, including but not limited to:
 - the *National Employment Standards (NES)* under the *Fair Work Act*;
 - any modern Award made under the *Fair Work Act*;
 - any Enterprise Agreement registered and approved under the *Fair Work Act*;
 - any other Registered Agreement, transitional instrument or State-based Industrial Instrument that continues to apply; or
 - any other Law or instrument providing minimum entitlements that cannot be excluded by Agreement.
 - **'Intellectual Property'** means all present and future rights in inventions, patents, copyright, trade marks, designs, know-how, confidential information and other results of intellectual activity.

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- **'Moral Rights'** means the Moral Rights of Authors under *Part IX of the Copyright Act 1968 (Cth)* (as amended), including the Right of attribution of Authorship, the Right not to have Authorship falsely attributed, and the right of integrity of Authorship, and any similar rights that exist or may come to exist anywhere in the World.
- **'Permits'** means any licences, certificates, qualifications, accreditations, registrations, security clearances, tickets, visas or other authorisations (including any required under Work Health and Safety, Industry-specific or Regulatory Laws) that are necessary to Lawfully and safely perform the duties of a role.
- **'Project IP'** means all Intellectual Property created, developed, conceived, reduced to practice or otherwise generated by the Contractor (whether solely or jointly with others) specifically in the course of performing the Services under this Agreement.
- **'Related Entity'** has the meaning given in *section 9 of the Corporations Act 2001 (Cth)* (which includes related Bodies Corporate, Promoters, relatives of Promoters/Directors, controlled Entities and other connected persons or Entities as defined).
- **'Services'** means the services specified in **Item 2 of Schedule 1**.
- **'Term'** means the period specified in **Item 4 of Schedule 1**.
- **'Works'** means all inventions, discoveries, improvements, developments, creations, ideas, concepts, designs, drawings, plans, specifications, software (including source code and object code), hardware configurations, reports, documents, databases, systems, processes, methodologies, policies, practices, materials, data and other results or outputs (whether or not protectable as Intellectual Property (IP)) that are created, developed, conceived, reduced to practice or generated by the Contractor:
 - during the course of or in connection with their work Engagement with the Business (whether during or outside Business hours);
 - using the Business' resources, facilities, time or Confidential Information; or
 - otherwise relating to the Contractor's actual or contemplated Business.
- **'On-site'** means performing the Services at the Business's Primary Workplace or any other location the Business has designated as approved Work premises (including Client sites where required).
- **'Off-site'** means performing the Services at any Location other than an 'On-site' Location, including the Contractor's own Premises or any other Location agreed with the Business.
- **'Hybrid'** means a combination of 'On-site' and 'Off-site' work, as agreed in writing between the parties.

Interpretation Rules:

In this Agreement or where otherwise communications between the Contractor and the Business have occurred outside of this Contract, *unless* the context requires otherwise:

- Any singular word is the same as the plural of the singular word and vice versa – they are one and the same.
- A reference to 'sex' means a person's *True Biological Sex (TBS)*, which is ONLY 'Male' OR 'Female'. *Human sex is binary and determined at birth by physiology* (reproductive anatomy, chromosomes, gametes and other sex characteristics). This is consistent with established biological and medical science, including definitions used by the National Health and Medical Research Council (NHMRC) and Australian Bureau of Statistics (ABS).

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- A reference to 'gender' (or 'gender identity') means a person's *self-perceived* or *self-identified* gender, which is distinct from True Biological Sex (TBS). It has NO bearing on a person's *actual* true 'sex'.
- A reference to 'sexual orientation' means a person's '*Pattern of Attraction*' (PoA) to the opposite sex, the same 'sex' or both (male or female). It does NOT include or protect any specific sexual behaviours, practices, kinks, preferences or 'how' a person *chooses* to have sexual intercourse.
- Any reference to a Clause, subclause, paragraph or Schedule *is and equals* a reference to a Clause, subclause, paragraph or Schedule of or to **this Agreement** (including any attached Schedule), **UNLESS the context requires otherwise or unless this Agreement has been amended in writing by the Business to ensure Compliance with applicable Australian Laws, Regulations or other Statutory requirements.**
- Headings are for *convenience only* and do NOT affect interpretation.
- A reference to any Statute, Legislation or Regulation includes that Statute, Legislation or Regulation as amended, consolidated, re-enacted or replaced from time to time.
- '\$' or 'Dollar' or 'AUD' means Australian Dollars.
- If a day, on OR by which, Services MUST be completed is NOT a Business Day at the Primary Business Office Location (i.e. On-Site Address) specified at **Item 5 in Schedule 1**, the Services MUST be completed or done by the next Business Day.

For the avoidance of doubt, the Business's operational systems, Policies, facilities, access controls, Payroll/HR software, IT systems, **The Worker's Handbook** and all other Business configurations are applied strictly in accordance with the Definitions set out in this Agreement. The Independent Contractor acknowledges and agrees to comply with these operational Definitions and configurations (as required) without exception. Such Definitions are required to avoid misunderstandings that could result in *significant Financial Impact* to the whole Business operations, system configurations, compliance costs and potential Legal ramifications and *ultimately* ensure Business continuity for *ALL Workers* of the Business.

[YOUR BUSINESS LOGO]

Private and Confidential

[Document Date]

Dear [Contractor Name]

RE: INDEPENDENT CONTRACTOR AGREEMENT WITH [Entity Name] T/A [Business Trading Name] (ABN: [Insert Business ABN with direct link to Business' Government Business verification page]) (The Business)

We are delighted to commence work with you as an Independent Contractor in accordance with the details specified in this Agreement and Contract.

You are engaged as an **Independent Contractor** and are *NOT an Employee*. You are therefore *NOT entitled* to any Employee entitlements under the *National Employment Standards (NES)*, any Modern Award, Enterprise Agreement or other Industrial Instrument.

Your remuneration, invoicing arrangements, Payment Terms and all other conditions of engagement with us are set out within this Independent Contractor Agreement.

Your Fee/Rate (as specified in **Item 10 of Schedule 1**) is agreed between the Parties and will be paid in accordance with the invoicing and payment provisions of this Agreement. The Fee/Rate is intended to reflect the commercial nature of the arrangement and includes your responsibility for all taxes, GST (if applicable), superannuation, insurances and other costs associated with operating as an Independent Business.

For general information about the distinction between Employees and Independent Contractors and the rights and obligations that apply to Contractors, you may refer to the Fair Work Ombudsman website: www.fairwork.gov.au/find-help-for/independent-contractors or www.fairwork.gov.au/employmentconditions/independent-contractors.

Please carefully read through the Agreement below which outlines our Terms and Conditions of us working together. **Schedule 1** within this Agreement defines the particulars of the work you will undertake for us.

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How to accept this work with us?

To formalise our Business relationship, please complete the following as soon as possible:

1. **Review, sign and date your acceptance of this Contract.** Upon acceptance, your working relationship with us will be governed by this Contract and Agreement and you will receive a copy. Our records will be updated accordingly.
2. Provide us with your **Workplace Clearance documentation** (Refer to **Item 10 in Schedule 1**).
3. If you have *any* **questions** about this Contract, please send your concerns in writing *prior to signing* and via the nominated email address provided immediately below.

We look forward to our working relationship with you.

Respectfully,

[Delegated Business Leader Signature]

[Insert Today's Date]

[Delegated Signatory Full Name]

[Delegated Signatory Position Title], [Business Name]

Contact Phone: [Contact Phone]

Contact Email: [Contact Email]

Independent Contractor Agreement

(A) Contracted Parties

THE BUSINESS

'Employer', 'Business', 'We', 'Us', 'Our', 'Management', 'Company' — details provided at **Item 1 in Schedule 1**.

AND

THE CONTRACTOR

'Independent Contractor', 'Contractor', 'Sub-Contractor', 'You', 'Your', 'I', 'Me', 'Worker' — details provided at **Item 1 in Schedule 1**.

Commencement Date: As per **Item 6 of Schedule 1**.

(B) Background [Recitals]

1. The Employer [i.e. Business] operates providing the Product/Service(s) as described in **Schedule 1 Item 1**. The Business has agreed to work with you and you have agreed to provide the Product/Service(s) to the Business within the full Terms and Conditions of this Contract. As an Independent Contractor, you have one (1) or more Product/Service(s) to deliver to the Business, including reasonable direction provided by us (the Business) and a Code of Conduct to follow (e.g. **The Worker's Handbook**).
2. As a Contractor, **there is NO commitment to ongoing or indefinite work beyond the Terms set out in this Contract**. The Contractor acknowledges that the current definition of a 'Contractor' is in accordance with *Common Law*, the *Fair Work Act 2009* and the *Independent Contractors Act 2006*, as varied from time to time.
3. This Contract is the sole Agreement between the Business and Contractor ('The Contracted Parties') which relate to these Terms and Conditions. The Parties expressly acknowledge that no representations or warranties have been given by either of us other than those contained in this Agreement.
4. Your date of Commencement with the Business is provided at **Item 6 in Schedule 1**.
5. You will have been provided with a guide of the Product/Service(s) required (e.g. duties, responsibilities, tangible item) prior to your Commencement with us. This is not intended to be an exhaustive list of the Product/Service(s) you may be required to deliver, but rather an indication of the deliverable(s) expected that fall within the scope of this engagement and Agreement. The Product/Service(s) described within this Agreement

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may be altered from time-to-time solely at the discretion of the Business, through written variation, considering the '*reasonableness*' of the change, the Contractor's capability and any other *reasonable* Business operational need, market need or any other reasonably unforeseen Business change requested by us to ensure overall Business success and continuity. The Product/Service(s) you are expected to deliver, described within, whilst annexed within this Agreement, do NOT form part of this Contract.

6. The Definitions section set out in this Agreement apply to this Contract.

7. You agree that:

- this Contract has been entered without any form of coercion;
- you have provided the Business with an accurate representation of your qualifications and skills and you have the expertise, skills and qualifications necessary to provide the Product/Service(s) described in **Item 2 of Schedule 1**.
- you agree to provide the Product/Service(s) described in **Item 2 of Schedule 1**, as an Independent Contractor on the Terms set out in this Agreement.
- you agree that this Agreement stands alone and agree to create a genuine Independent Contractor relationship and you do NOT have an Employment Relationship, Partnership or Agency with the Business.
- you have and will maintain the Licences, Registrations and Qualifications necessary to undertake the Services as set out within **Item 11 in Schedule 1**;
- you have disclosed to us any restraint or restriction which may affect our Business and/or your (or your own personnel where agreed) work performance;
- you are legally entitled to work in Australia and agree to produce the appropriate documentation when requested by us. Your continued work with us is contingent upon having and maintaining a Legal Right to Work in Australia (Refer **Item 11 in Schedule 1**);
- you will not at any time, either during your work with us or at any time after termination, disparage or otherwise make any statement, or permit or authorise any statement to be made, which is calculated or reasonably likely to damage the reputation or cause other damage to the Business or any Associated Entity or any of their respective personnel.
- you will comply with, and be bound by, all the Business Policies, Procedures, written Codes of Conduct, Practices and Guidelines as they exist from time-to-time (including but not limited to **The Worker's Handbook** and any other Code of Conduct), as amended, varied or replaced by the Business and at its' sole discretion. These policies and procedures include (but are not limited to) those relating to:
 - discrimination, harassment, victimisation, bullying and grievance procedures;
 - workplace health and safety, no smoking and workplace surveillance;
 - gifts, inducements, bribes and conflicts of interest;
 - codes of conduct and standards of behaviour;
 - confidentiality, Intellectual Property (IP) and use of Business property and equipment;

- any other matters relevant to workplace standards, performance or legal compliance.
- you will read and reacquaint yourself with the Business Policies and any variations as they are issued or updated from time to time. For the avoidance of doubt:
 - the Business Policies, Procedures, Codes of Conduct and Guidelines do NOT form part of this Contract;
 - they are directions as to expected Standards of Behaviour, performance and Legal Compliance measures; and
 - failure to comply with these rules may result in disciplinary action, up to and including Termination of this Contractual Agreement.
- current versions of this Contract are available via the Business's internal systems or upon request.

(C) Workplace Clearance(s) - Pre-Engagement documentation, Licences and/or Qualifications

1. Prior to commencing with us or at any time during your work engagement, you are required to undergo certain Workplace Clearances to meet the Employer's Legal obligations. These obligations are *considered essential requirements of your role* to work for us (these requirements are set out within **Item 11 in Schedule 1**). For information related to eligibility to work in Australia please visit the [Australian Government Department of Home Affairs](#) website.
2. You **MUST** be legally entitled to work in Australia to work with us. You agree to produce all appropriate documentation to us **PRIOR** to commencement. This requires only one (1) of the following combinations (originals/certified copies):
 - **Australian Passport** (current or recently expired <2 years); or
 - **Australian Birth Certificate (Full Extract) + Photo ID** (Driver's Licence, Passport or Proof-of-Age card); or
 - **Australian Citizenship Certificate + Photo ID** (Driver's Licence, Passport or Proof-of-Age Card); or
 - **Valid Foreign Passport** (The Employer will and **MUST** perform the **Australian Government Department of Home Affairs VEVO Check** to confirm Visa and Work Rights); or
 - **ImmiCard** (or equivalent evidence card e.g. Convention Travel Document) (Employer will and **MUST** perform an online VEVO check to confirm Visa and Work rights).

Important Note: Photo ID is always required to verify identity. Passports include Photo ID – *Birth Certificates and Citizenship Certificates do NOT* – you *must* add Driver's Licence, Passport or Proof-of-Age Card. Your work Engagement with the Business is

always contingent upon having and maintaining a Legal Right-to-Work as an Independent Contractor in Australia.

3. You *may* be required to undertake a **Workplace [Medical] Clearance**, including, but not limited to, functional assessment, drug and alcohol screen and medical history prior to commencement, where such testing is requested and deemed necessary by the Business and meets the 'reasonableness' test given your Service offering. **Item 11 in Schedule 1** will indicate if you need to undertake such test(s). You may be asked to produce evidence and/or provide further information to us to conduct these checks.
4. *Should a Driver's Licence be necessary for you to conduct or deliver the Product/Service(s) to the Business* (Refer to **Item 11 in Schedule 1**) and if, for any reason, your Driver's Licence is lost or you are unable to maintain it, then you are liable for all costs and expenses incurred in transporting yourself to fulfil the Services. Where a loss of your Driver's Licence means that you are no longer able to discharge the agreed Product/Service(s), your work engagement *may* be terminated by us.
5. Your work engagement (or continuity of) may also be subject to the satisfactory completion of any additional, non-compulsory background checks the Business reasonably considers necessary for your Services (e.g. criminal record checks/police checks, reference checks, qualification verification, NDIS Worker Screening Clearance (where applicable), or other discretionary checks permitted by Law). You authorise the Business to conduct these checks and obtain relevant information from Third Parties as necessary throughout your work Engagement with us.
6. The Business reserves the right to immediately terminate your Engagement without notice (or revoke any offer of work to you) if the results of any of these Workplace Clearances are not obtained or maintained during your work engagement or reveal false, misleading or incomplete information provided by you or are unsatisfactory in relation to your suitability to deliver the Product/Service(s).

(D) Appointment

1. The Business appoints the Contractor to provide the Services during the Term, and the Contractor accepts the appointment on the terms of this Agreement.
2. The Contractor must perform the Services diligently, professionally, with due care and skill, and in compliance with all applicable Laws (including *Australian Consumer Law s60*).
3. The Contractor must comply with all reasonable directions/instructions from the Business in relation to the performance of the Services, including any specific tasks, priorities or methods reasonably required for the Business's operations from time to time.

4. Additional or varied Services requested in writing may be provided at negotiated additional or adjusted Fee(s)/Rate (in good faith).
5. The Contractor's usual work Location arrangement (On-site, Off-site or Hybrid) is as set out in **Item 5 of Schedule 1**. Any change to this arrangement must be agreed in writing by both parties. The Contractor retains control over the manner and place of performing the Services, subject to any agreed Location arrangement.

(E) Independent Contractor Status

1. The Contractor is an Independent Contractor and NOT an Employee, Partner or Agent of the Business.
2. Nothing in this Agreement creates an Employment Relationship. The Contractor:
 - Controls the manner, time and place of performing the Services (subject to 'reasonable' direction);
 - Provides and maintains its own tools, equipment and facilities;
 - Bears Commercial Risk and invoices as a Business;
 - Is NOT exclusive to the Business; Has NO entitlement to Employee benefits (e.g. leave, superannuation from the Business, redundancy, etc.).
3. The Contractor must NOT represent itself as an Employee of the Business.
4. The Contractor is solely responsible for all taxes, GST, superannuation, insurances and any payments to its own personnel (if any).
5. The Parties acknowledge this is a genuine Contractor arrangement and agree to act consistently with that status.

(F) Contractor Obligations

- 1) The Contractor warrants and represents that:
 - It has the power and authority to enter this Agreement;
 - No conflict of interest exists (and will declare any that arise at any time during this work engagement);
 - It holds and will maintain all necessary Licences, Registrations, Qualifications and Right to Work as a Contractor in Australia (evidence upon request);
 - The Services will not infringe Third-Party rights.
- 2) The Contractor must comply with all the Business's policies, procedures, codes of conduct and guidelines as issued/updated from time to time (including those on discrimination, harassment, WH&S, chemical handling, machinery safety, PPE requirements, confidentiality, IP and conflicts) unless otherwise provided in writing by the Business. These do NOT form part of this Agreement but are 'reasonable' directions; Non-Compliance *may* lead to Termination of this Contract.

- 3) The Contractor must NOT disparage the Business or its associated Entities at any time.
- 4) The Contractor must provide, at its own cost, all tools, equipment, materials and consumables necessary to perform the Services unless otherwise specified in **Item 2 of Schedule 1** or otherwise agreed in writing. All equipment MUST be maintained in safe working order, comply with relevant Australian Standards and WH&S Legislation and be appropriately tested/tagged where required.
- 5) The Contractor must maintain a high-speed internet connection suitable for any digital/design aspects of the Product/Service(s) and provide evidence of connection speed if requested.
- 6) **Background Checks and Workplace Clearances as outlined within Item 11 of Schedule 1:**
 - The Contractor agrees that, if reasonably required by the Business (for example, due to client site requirements, regulatory obligations (e.g. WHS, dangerous goods handling), machinery operation, duties involving personal data or the nature of the Product/Service(s)), the Contractor will:
 - Undergo and successfully complete any Background Checks, Police Checks, Working with Children Checks, Right to Work as a Contractor verifications, White Card (Construction Induction Training) or other Workplace Clearances specified by the Business;
 - Provide evidence of such Workplace Clearances to the Business within the timeframe requested;
 - Bear the cost of any such Checks or Clearances.

Failure to obtain or provide satisfactory evidence of any required Workplace Clearance may result in suspension of the Product/Service(s) or termination of this Agreement.

(G) Fee(s)/Rate and Payment

1. The Business will pay the Fee(s)/Rate as specified in **Item 10 of Schedule 1**.
2. The Contractor must submit invoices as specified in **Item 10 of Schedule 1**, compliant with the *GST Act*, detailing the Fixed Amount OR Hours (as applicable), a clear description of the Work Completed, Materials used (if applicable), the Contractor's ABN, and GST (if applicable).
3. Any *pre-approved* expense claims relating to the work completed — **including travel, accommodation, meals and any other out-of-pocket expenses** pre-approved by the Business — **MUST** also be submitted *at the same time as the invoice*, unless otherwise agreed in writing by the Business. ***For the avoidance of doubt***, the Contractor is **NOT** entitled to any allowances, wage increases, superannuation guarantee increases or any other Legislative adjustments of the kind provided to Employees under the *National*

Employment Standards, modern Awards or any Industrial Instrument. The agreed Fee(s)/Rate in this Contract is **inclusive of all costs, expenses, tools, equipment, travel, superannuation, insurance, taxation changes and other outgoings** **UNLESS** expressly pre-approved in writing by the Business. Invoices and supporting documentation **MUST** be submitted promptly and in the required format to enable the Business to meet its accounting, financial reporting, BAS, EoFY, Taxation and all other Statutory Compliance deadlines. Late, incomplete or non-compliant invoices may delay payment and could expose the Business to Compliance Risk, Penalties or additional Administrative costs.

4. The Business will pay *undisputed AND valid ATO-Compliant invoices* within the period set out within **Item 10 of Schedule 1**.
5. *Reasonable* and *ONLY pre-approved* out-of-pocket expenses (with ATO acceptable receipts/tax invoices) will be reimbursed.
6. The Business may withhold disputed amounts or set off debts owed by the Contractor.

(H) Contract Term [Expiry] and/or Visa Conditions (if applicable)

1. Subject to earlier Termination by Either Party under this Agreement, your work Engagement with the Business will continue until terminated or on the Expiry Date as set out in **Item 8 in Schedule 1**.
2. The Parties may agree in writing to extend the Expiry Date, whether on the same or different Terms at their sole and absolute discretion.
3. This Agreement is subject to you having Australian Citizenship, Australian Residency or Full Rights to Work as an Independent Contractor in Australia, *on a 'Permanent' basis*, in compliance with applicable Migration Legislation. **If you are working under an Australian Visa, you MUST comply with all Visa Conditions attached to your Australian Visa at all times during your work Engagement with us. Any Temporary Visa you provided to the Business during the Workplace Clearance Process (WCP) require the specific Visa Subclass to allow 'Contracted Services as an Independent Contractor' as a Condition.** The Conditions of any *Temporary Visa Holder* **MUST** be followed at all times.
4. You **MUST** always notify us of any changes to your Visa Conditions and Work Rights in Australia, including the Expiry Date of your Visa and/or Visa Conditions which may affect or alter your ability to Lawfully Work for Us in Australia.
5. You **MUST**, as soon as practicable, provide evidence proving your Australian Residency or Visa or any Changes to your Visa Conditions or Residency Status.
6. If you are unable to Lawfully Work in Australia due to the Expiry, Cancellation or Revoking of your Visa, we will reasonably expect you to show evidence to support your cause and ongoing work Engagement with us.

7. If you are unable or fail to demonstrate to us that you have the Right to Work in Australia as a Contractor when requested, we may Terminate this Contract with immediate effect by notice in writing to you.

(I) Confidentiality

1. Confidential Information means all information (whether oral, written, electronic or in any other form) disclosed by or on behalf of the Business to the Contractor in connection with this Agreement or the Services that is not publicly known and is reasonably regarded as confidential (including business plans, client lists, financial information, trade secrets, processes, know-how, Project IP, any Employee and Payroll/HR data, and other commercially sensitive matters), but excludes information that is already lawfully known to the Contractor without obligation of confidence, or becomes public through no breach by the Contractor.
2. The Contractor must:
 - use Confidential Information solely for the purpose of performing the Services and for no other purpose;
 - keep Confidential Information secure and take all reasonable steps to protect it from unauthorised access, use, disclosure, loss, or damage;
 - not disclose, copy, reproduce or otherwise deal with Confidential Information without the Business's prior written consent (except as required by law, in which case the Contractor must give the Business prompt notice and cooperate to limit disclosure);
 - and not use Confidential Information (directly or indirectly) for its own benefit or the benefit of any third party.
3. On Termination or Expiry of this Agreement or at the Business's earlier written request, the Contractor must promptly return to the Business or (if directed) destroy all Confidential Information (including copies and records) in its possession or control and certify in writing that it has done so.
4. The Contractor acknowledges that any breach of this Clause may cause irreparable harm to the Business for which damages alone would be inadequate. The Business is entitled to seek injunctive relief (in addition to any other remedies) to restrain any actual, threatened, or apprehended breach.
5. This Clause survives Termination or Expiry of this Agreement indefinitely (or, for Trade Secrets, for so long as they remain secret).

(J) Indemnity and Liability

1. The Contractor indemnifies the Business (and keeps it indemnified) against all losses, claims, damages, liabilities and expenses (including '*reasonable*' Legal costs) arising from or in connection with:
 - any breach of this Agreement by the Contractor;
 - any negligence, wilful misconduct or unlawful act or omission by the Contractor;
 - any infringement of a Third Party's rights (including Intellectual Property Rights) caused by the Contractor's performance of the Services or provision of materials;OR
 - any non-compliance by the Contractor with applicable Laws (including Work Health and Safety, Privacy or Environmental obligations).
2. The Contractor's total liability under or in connection with this Agreement is capped at the total Fee(s)/Rate paid by the Business under this Agreement (*Including GST*), except for liability arising from wilful misconduct, fraud, personal injury or death, breach of confidentiality obligations, or breach of the Intellectual Property and Moral Rights Clause (which remain uncapped).

(K) Provision of Business Equipment/Resources (as applicable)

1. All property, equipment, resources and documents provided by the Business to the Contractor (including, but not limited to, keys, credit cards, security codes / passwords / combinations, access cards, tools, toolboxes, mobile phones, laptops, tablets, other electronic devices, computers, software, USB/storage devices, motor vehicles, Business cards, manuals, plans, sketches, notes, designs, minutes, concept / research / financial / supply / sales / marketing documents, client lists / databases / records, diaries and any copies or materials thereof) remain the sole property of the Business at all times.
2. Any property or resources provided to you by the Business may **ONLY** be used for legitimate Business purposes as directed by the Business, unless specifically authorised in writing by the Business for other use (e.g. reasonable personal use of a Business Mobile phone or device, subject to the Business Policies).
 - a. Keys, credit cards, security codes / passwords, access cards and similar highly confidential items must be used *strictly for Business purposes only* — no personal use is permitted. The Contractor must NOT share, copy, duplicate or communicate these items to any *unauthorised* person.
 - b. Tools, toolboxes and similar items must be used solely for work purposes, must NOT be altered or misused and the Contractor is responsible for their secure storage and safe-keeping.
 - c. Business mobile phones, laptops, tablets or other electronic devices *may* be subject to '*reasonable*' personal use ONLY IF expressly authorised by the Business and in accordance with the relevant Technology, Policies in **The Worker's Handbook** or other Business Guidelines.

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All use is subject to the Terms and Conditions in the Employer's Policies, Procedures and Guidelines (including **The Worker's Handbook**), which may be varied, updated or withdrawn by the Business from time-to-time with '*reasonable*' notice.

3. The Contractor agrees that they will:
 - always keep any Business equipment secured (including not leaving it unattended in public places, ensuring it is locked away in the boot of a car out of sight when not in use, and taking all reasonable precautions against theft or loss);
 - not permit others to use the equipment unless expressly authorised in writing by the Business to do so;
 - maintain all Business equipment issued to you (as the Contractor) in the same condition as when it was issued (subject to fair wear and tear);
 - advise the appropriate Delegated Business Leader promptly if maintenance, servicing or repair is required;
 - report any damage, loss or theft of Business equipment to the assigned Delegated Business Leader as soon as reasonably practicable;
 - follow all relevant Business Policies and Procedures relating to the equipment; and
 - return all items issued to you (as the Contractor) immediately upon end of this Contract (for any reason) or as otherwise any other time directed by the Business.
4. The Contractor is responsible for the safekeeping and proper care of all Business property and documents in their possession or control and must take reasonable care to prevent loss, damage or unauthorised access.
5. The Contractor will be liable to compensate the Employer for any loss of, or damage to, such property or documents caused by the Contractor's fault, negligence, recklessness, carelessness or wilful misconduct (excluding fair wear and tear). Compensation will be based on the reasonable cost of repair or replacement, with evidence provided to the Contractor by the Business of such costs.
6. The Contractor understands and acknowledges that:
 - they will be held responsible for any loss or damage to the issued items caused by their own negligence, recklessness or carelessness; and
 - if they do not return the items as required above, the Employer may pursue recovery of the reasonable replacement / repair costs directly (to the extent permitted by Law).
7. The Business reserves the right to vary, alter, withdraw or impose new Conditions on the provision of any Business Property or Resources and will provide reasonable notice of such changes.
8. The Contractor must immediately return all Business Property and Documents (in good condition subject to fair wear and tear) in their possession or control:
 - at any time during their work Engagement, upon request by the Business; and
 - upon termination of this Contract (for any reason), or by any earlier date directed by the Business.

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Failure to return the items by the required date may result in the Employer pursuing recovery of the reasonable replacement or repair costs as a debt owed by the Independent Contractor Party of this Agreement.

(L) Contractor Obligations

1. During your work engagement with us, you must:
 - (a) faithfully and diligently perform the duties, exercise the powers and accept the responsibilities that may be assigned to you from time to time having regard to your skills, training and experience;
 - (b) at all times, behave in a professional, Business-like and courteous manner;
 - (c) act in our Business' best interests and not use your engagement with us, as an Independent Contractor, for an improper purpose or for private benefit;
 - (d) use your best endeavours to promote the interests of our Business;
 - (e) disclose to us, at the earliest opportunity, all potential or actual conflict between your personal interests and the interests of the Business and any other matters likely to impact the Product/Service(s) delivery to us;
 - (f) on discovery, not allow a potential or actual conflict of interest to continue within reason;
 - (g) protect the property of the Business from theft, damage or neglect and give notice immediately to the Employer of any such theft, damage or neglect which may come to your attention;
 - (h) read, understand and comply with all Business Workplace Health and Safety Policies and Procedures as varied from time to time;
 - (i) comply with all '*reasonable*' directions and instructions made or given by the Employer from time to time, including in relation to Protection of Intellectual Property (IP), Confidential information, Workplace Conduct and Health and Safety;
 - (j) comply with all Legal requirements in connection with this Contract; and
 - (k) maintain all qualifications or licences (which may also include a valid Driver's Licence) required in order to Lawfully deliver the Product/Service(s) under this Agreement and you agree to undertake any associated training necessary before expiry so that it has no, or minor, impact on our Business operations and continuity.
 - (l) Comply at all times with any other Regulatory Code of Conduct, Practice Standards and any Mandatory Training Requirements required and related to the Product/Service Delivery to our Business.

(M) Restraints of Trade (Other Work Engagements and Conflicts of Interest)

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1. During the Term only, the Contractor must NOT (whether directly or indirectly, alone or with others, as Principal, Agent, Partner, Director, Employee, Contractor or in any other capacity), unless otherwise agreed in writing by the Business:
 - Accept work from, solicit or otherwise deal with any Client, Customer or Supplier of the Business with whom the Contractor had material dealings during the Term in relation to services substantially similar to the Services;
 - Solicit, induce, entice away, or attempt to solicit, induce, or entice away any Employee, Contractor, Consultant or any other Worker of the Business; or
 - Work for, or provide services to, any Business within a 25km radius (measured as the crow flies) of the Business's Headquarters (HQ) that competes directly with the core Services and primary income stream of the Business.
2. The Contractor acknowledges and agrees that the restraints in this Clause are *reasonable* in all the circumstances and no wider than *reasonably* necessary to protect the Business's legitimate interests (including Business Continuity, Workforce Stability and Employee Income Security, Client and Supplier Relationships, Confidential Information, Goodwill and Intellectual Property Rights).
3. Where the Business has Registered (or publicly applied to Register) any Trademark, Design, Patent or other Intellectual Property Right in Australia or elsewhere that is clearly attributable to work arising from or connected with the Services, such rights vest exclusively in the Business, and the Contractor must do all things reasonably required to perfect or record the Business's ownership (including executing documents or providing consents).
4. The Contractor acknowledges that breach (or threatened breach) of this Clause may cause irreparable harm to the Business that cannot be adequately remedied by damages alone. The Business is entitled to seek immediate injunctive relief (including interim or interlocutory injunctions) from any Court of competent Jurisdiction, in addition to any other remedies, without proving actual damage or providing security for costs.
5. If any part of this Clause is held unenforceable or void (in whole or in part), it is to be severed to the minimum extent necessary without affecting the validity or enforceability of the remainder.
6. This clause survives Termination or Expiry of this Agreement to the extent necessary to give effect to its terms during the Term.

(N) Intellectual Property (IP) and Moral Rights

1. All Intellectual Property Rights created or developed by the Contractor in performing the Services under this Agreement (including designs, artwork, print files, production processes, administrative templates, documents, Employee records, Payroll/HR outputs, or other new materials or outputs specifically developed for or on behalf of the Business) (Project IP) vest

in the Business immediately upon creation, unless otherwise agreed in writing by the Business.

2. The Contractor assigns to the Business all present and future Intellectual Property Rights (including copyright) in the Project IP, and agrees to execute any documents and provide any consents reasonably required by the Business to perfect or give effect to this assignment.
3. The Contractor retains ownership of all Intellectual Property Rights owned by or created by the Contractor prior to the Commencement Date or independently of this Agreement (Background IP). The Contractor grants the Business a perpetual, irrevocable, royalty-free, worldwide, non-exclusive licence (with the right to sublicense and assign) to use, modify, reproduce, and exploit any Background IP incorporated into or necessarily required for the use or enjoyment of the Project IP or the Services.
4. To the extent permitted by law (including *Part IX of the Copyright Act 1968 (Cth)*), the Contractor waives any Moral Rights in the Project IP and consents (and must procure consents from any relevant authors) to the Business (and any person claiming through the Business) doing any act in relation to the Project IP that might otherwise infringe those Moral Rights (including use, adaptation, or dealing without attribution or in a manner that affects integrity).
5. The Contractor warrants that:
 - to the best of its knowledge after reasonable enquiries, the Services and any materials or Intellectual Property Rights provided or used in connection with the Services do not infringe any third party's Intellectual Property Rights;
 - it has full right, power, and authority to assign the Project IP and grant the licence over Background IP;
 - it will act in good faith and use reasonable endeavours to avoid causing any infringement of third-party Intellectual Property Rights in relation to the Services or deliverables;
 - it will promptly notify the Business in writing of any actual, suspected or potential infringement or claim relating to the Services or any Intellectual Property Rights used or created under this Agreement; and
 - it indemnifies the Business against any loss, liability, damage, cost, or expense (including reasonable legal costs on a solicitor and own client basis) arising from breach of these warranties.

This clause survives Termination or Expiry of this Agreement.

(O) Term and Termination

1. This Agreement commences on the Commencement Date specified in **Item 6 of Schedule 1** and continues for the Term specified in **Item 8 of Schedule 1**, unless earlier Terminated in accordance with this Clause or **Item 8 of Schedule 1**.

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2. Either party may Terminate this Agreement by giving the other Party written notice in accordance with this Contract and/or the period (if any) specified in Item 8 of Schedule 1.
3. The Business may Terminate this Agreement immediately by written notice if the Independent Contractor:
 - Commits a material Breach of this Contract (and, where the Breach is capable of remedy, fails to remedy it within the reasonable period specified in the notice);
 - Engages in Serious Misconduct or Willful Neglect in the discharge of the Services, including but not limited to Dishonesty, Fraud, Breach of Workplace Health and Safety Provisions, Willful Damage to the Business Property (i.e. intentional or reckless destruction or damage of another Person or Entity's property without Lawful justification e.g. vandalism, graffiti or smashing windows), use of illegal substances, gross negligence;
 - Commits any act which may bring the Business or any of its related Body Corporate(s) into disrepute;
 - Becomes insolvent, enters liquidation, administration or any form of external administration;
 - Becomes of insufficient cognitive or intellectual thought processing;
 - Breaches obligations under this Contract regarding Non-Solicitation of Clients and Employees;
 - Loses their Driver's Licence and is unable to deliver the Product/Services to the same level as prior to the loss of their Driver's Licence;
 - Breaches obligations under this Contract in relation to Confidential information or Intellectual Property (IP);
 - Is convicted of any Criminal Offence (including under the *Corporations Act 2001 (Cth)*), other than an offence which, in the reasonable opinion of the Employer, does not affect you as an Independent Contractor; and/or
 - the Contractor is unable to perform its obligations under this Agreement for any reason.
4. Either Party may Terminate this Agreement if a force majeure event continues for more than 28 days, at the option of the Terminating Party.
5. On Termination or Expiry of this Agreement:
 - the Business will pay any undisputed Fee(s)/Rate for Product/Service(s) properly performed up to the date of termination;
 - the Contractor will immediately cease performing the Services; and
 - the Contractor will return or (at the Business's option) destroy all Confidential Information, artwork, files, documents, Worker records and any other property of the Business in its possession or control, and certify in writing that it has done so.

6. **Part (N)** (Intellectual Property and Moral Rights), **Part (I)** (Confidentiality), **Part (J)** (Indemnity and Liability), and **Part (M)** (Restraints of Trade - Other Work Engagements and Conflicts of Interest) survive Termination or Expiry of this Agreement.

(R) Assignment of Rights

1. The Independent Contractor must NOT assign, transfer, subcontract, novate or otherwise deal with any of its rights, benefits or obligations under this Contract without the prior written consent of the Business, which may be withheld in the Business's **absolute discretion**.
2. The Business may assign, transfer, novate or otherwise deal with any of its rights and obligations under this Contract to any related Body Corporate, Successor Entity or Third Party (including in connection with any sale, merger, restructure or transfer of Business) **without the Independent Contractor's consent**.
3. The Business will notify the Independent Contractor of any such assignment, transfer or novation as soon as reasonably practicable after it occurs.

(S) Governing Law and Jurisdiction

1. This Agreement is Governed by the Laws of Australia, in the State/Territory set out in **Item 5 of Schedule 1**, to which the Services are primarily performed.
2. The Contracted Parties irrevocably submit to the non-exclusive Jurisdiction of the Courts of the State/Territory set out in **Item 5 of Schedule 1** (and any other courts competent to hear an appeal) for any dispute arising out of or in connection with this Agreement.
3. This Agreement is to be interpreted and applied in accordance with the Laws of Australia, including, but not limited to, the *Independent Contractors Act 2006 (Cth)*, the *Fair Work Act 2009 (Cth)* to the extent it applies to Independent Contractors and all other relevant Australian Laws as amended from time to time.

(T) Variations of Contract Terms

1. This Contract constitutes the entire Agreement between the Parties regarding the Product/Service(s) to be delivered by the Independent Contractor. It supersedes all prior Agreements, understandings, negotiations, representations or discussions (whether oral or written) relating to the subject matter. No representations or warranties have been given by either Party other than those contained in this Contract.
2. This Contract may be varied from time to time by written agreement signed by both the Independent Contractor and the Business (electronic signatures permitted). No variation will be binding unless documented in writing.

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3. The Terms of this Contract, however, may be varied or supplemented by the operation of any applicable Australian Law at any time, and such Legal requirements and compliance will prevail to the extent of any inconsistency.

(U) Severability

1. If any Provision (or part of a Provision) of this Contract is or becomes invalid, illegal, unenforceable or voidable under any statute, rule of Law, or by a Court of competent Jurisdiction, that Provision (or Part) will be severed from the Contract to the extent necessary, without affecting the Validity, Legality or Enforceability of the remaining provisions within this Contract.

(V) Notices

1. Any Notice required or permitted to be given under this Contract **MUST** be in writing and may be delivered by one or more of the following methods:
 - (a) by Hand (Personal Delivery);
 - (b) by Pre-paid Registered Post or Express Post; OR
 - (c) by Email to the email address last notified by the Independent Contractor for the purposes of this Contract (OR any other email address nominated in writing by the Independent Contractor).
2. Deemed Receipt

A Notice is taken to have been 'received' (and is Effective) as follows:

 - **If delivered by Hand:** on the Date of Delivery.
 - **If sent by Pre-Paid Registered or Express Post:** Two (2) Business days after posting (for addresses within Australia) or Ten (10) Business days after posting (for International addresses).
 - **If sent by Email:** at the time the email is sent, provided that the sender does not receive an Automated 'Delivery Failure' Notification. If an Automated Delivery Failure Notification is received, the Notice is not taken to have been received until it is successfully delivered by another method permitted under this Clause.
 - If a Notice is received or deemed 'received' after 5:00pm on a Business day, or on a Non-Business day, in the place of receipt, it is taken to have been received at 9:00am on the next Business day in that place.
3. Each Party **MUST promptly** notify the other of any change to their contact details. A Party *may rely only on the contact details last notified* by the other Party *unless* they have actual knowledge of a change.

(W) Waiver

1. No waiver by a Party of any breach or default under this Agreement will be effective unless it is in writing and signed by that Party.
2. No waiver of any breach or default will be construed as a waiver of any subsequent breach or default of the same or any other nature.
3. Failure or delay by a Party to exercise any right or remedy under this Agreement does not constitute a waiver of that right or remedy.

(X) Acknowledgement, Acceptance and Agreement

This letter of offer and Contract constitutes the entire Agreement between the Business and the Independent Contractor in relation to the Contractor's Product/Services and sets out all the Terms and Conditions of work for the Business. This Agreement supersedes and extinguishes all prior Agreements, arrangements, understandings, negotiations, representations, warranties or discussions (whether oral or in writing) between the Parties relating to the subject matter of this Business Contract and Agreement. For the avoidance of doubt, this does NOT affect any Rights or Obligations arising under any Australian Law that cannot be excluded by Agreement.

If you have any **questions** about this Contract and Agreement, please send your concerns in writing *prior to signing* and via the nominated email address provided at **Item 1 in Schedule 1**.

Offered and Agreed by (or on behalf of) the Business:

[Sender_Signature] [Document_Date]
[Authorised Signatory Full Name]
[Authorised Signatory Position Title], [Entity Name] [Entity's Trading Name]

Independent Contractor Authority - Accepted and Agreed by the Contractor:

Note: If Contractor is under 18 years old - Parent/Guardian consent is also required alongside this acceptance - Parent Consent Authority follows this Contractor Authority.

I, [Independent Contractor Full Name] (DOB: [Date of Birth]) as an Authorised Delegate of [Contractor Business Name] accept [Business Name]'s letter dated [Document Date] outlining the terms of the working arrangement with the Business as an Independent Contractor and acknowledge and accept commencement of the work on [Contractor Start Date]. The Contractor acknowledges and confirms that:

- ☐ The Contractor will provide the Business with all required **Workplace Clearance documents** (Refer to **Item 11 in Schedule 1**) related to this Agreement (including any police checks, working with children checks, right to work verification, health and safety clearances, or other pre-engagement verifications required by law or the Business's policies) as soon as possible and, in any event, prior to the first day of performing the Services.
- ☐ The Contractor acknowledges and agrees that the provision of satisfactory Workplace Clearance documents is a condition precedent to this Agreement taking effect and to the performance of any Services. Should any required clearance checks not pass, or should the Contractor fail to provide satisfactory evidence of all required clearances at any time throughout the engagement (including if any clearance is subsequently revoked, expires, or is found to be unsatisfactory), this Agreement will be voidable at the Business's sole discretion and the Business may immediately terminate the Agreement without liability (other than for any Fee(s)/Rate properly earned and payable up to the date of Termination).
- ☐ The Contractor has read and fully understood the Terms and Conditions contained in this Agreement;
- ☐ The Contractor agrees to be bound by all the Terms and Conditions set out in this Contract;
- ☐ The Contractor acknowledges that performing the Services will involve access to, and involvement with, confidential and commercially sensitive matters concerning the Business, including its operations, clients, staff, Confidential Information (as defined within this Agreement), and Intellectual Property Rights (including Project IP). Any unauthorised access to, misuse, or disclosure of such Confidential Information or Intellectual Property

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Rights (including use for the Contractor's own benefit or for the benefit of any person other than the Business without independent legal advice and adequate expertise) is likely to cause the Business serious and substantial detriment;

- ☐ The Contractor therefore accepts and agrees to the following obligations as reasonable and necessary in all the circumstances to protect the Business's legitimate interests (including goodwill, Business continuity, Confidential Information, Intellectual Property Rights, client and supplier relationships, Employee job security and invested time and resources):
 - to maintain the confidentiality of the Business's Confidential Information and Intellectual Property Rights and not to misuse or disclose them (except as permitted under this Agreement or by law);
 - during the Term, to advise the Business, within reason, of any other paid work opportunities presented to the Contractor within a 25 km radius of the Business's principal place of operation that may immediately compete with the Business's core Services and primary income stream; and
 - to assign to the Business all Project IP created or developed in the course of performing the Services under this Agreement.
- ☐ The Contractor agrees to act at all times in good faith and to use reasonable endeavours to avoid any breach of these obligations, recognising that the restraints are not intended to prevent the Contractor from earning a living through the use of general skills and knowledge acquired in the ordinary course of professional life. Compliance with these obligations would be difficult, if not impossible, to observe and for the Business to monitor or enforce if, during or after the Term, the Contractor engages in competing activities, solicits the Business's Employees, Workers or Clients, or uses, recalls or applies Confidential Information or Intellectual Property Rights — provided that such conduct arises solely from normal human learning, memory, general professional skills, experience or techniques previously acquired or developed independently of this Agreement and without using the Business's Confidential Information or Project IP.
- ☐ The Contractor understands that it is the Contractor's sole responsibility to obtain independent legal, financial, taxation, or any other professional advice as appropriate prior to accepting and signing this Agreement. The Contractor acknowledges and accepts that the Business cannot and does not provide such advice;
- ☐ The Contractor confirms that it has been given a reasonable opportunity to consider the terms and obligations of this Agreement (including those set out above) and to obtain independent legal advice regarding their meaning and effect before signing this Agreement.

The Authorised Delegate signing below confirms that they are duly *authorised to bind the Contractor to this Agreement* and accepts accountability for ensuring full compliance with all obligations herein, including where any part of the delivery of their Product/Service(s) (if previously agreed in writing) is performed by another Party engaged by the Contractor.

Signed by the authorised delegate for (and on behalf of) the Independent Contractor:

[Contractor_Signature]

[Contract_Acceptance_Date_By_Contractor]

[Contractor Full Name]

[Contractor Trading Name]

ABN: [Contractor ABN]

Parent / Guardian Authority & Consent (Only required if Independent Contractor is under 18 years of age**)**

I, as an authorised Parent/Guardian of [Independent_Contractor_Full_Name] ([Contractor_PREFERRED_Name]) (Date of Birth: [Date_Of_Birth]) (the 'Independent Contractor'), confirm that I have read and fully understand the Agreement and Contract with [Entity's_Trading_Name], including the scope of work (Products/Services) being delivered by the Contractor, payment terms, policies and all conditions of work. I have discussed the Agreement and its Terms and Conditions with the Contractor and any other Legal Parent/Guardian of the Contractor. I consent to the

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Contractor being engaged by the Business on the Terms set out in this Agreement and Contract. I (and any other legal Parent/Guardian of the Contractor agree to support in complying with the Terms of their work Engagement, including any safety requirements, junior hours restrictions and any State/Territory Child Permit obligations until they reach 18 years of age.

[Parent/Guardian_1_Signature] [Contract_Acceptance_Date_By_Parent/Guardian]

	Parent/Guardian 1 Details	Parent/Guardian 2 Details
Parent/Guardian Full Name	[Parent/Guardian_1_Full Name]	[Parent/Guardian_2_Full Name]
Contact Phone*	[Parent/Guardian_1_Phone]	[Parent/Guardian_2_Phone]
Contact Email	[Parent/Guardian_1_Email]	[Parent/Guardian_2_Email]
*Where possible, contact details should be two (2) individuals who would typically authorise ongoing consent decisions for the child (e.g. in case of emergency). These are usually the child's Parent(s) or Legal Guardian(s).		

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SCHEDULE 1

Item 1	Contracted Parties	<u>THE 'BUSINESS':</u> Business ABN: [Business ABN] Company ACN (if applicable): [Company ACN] Business Name: [Business Name] Entity Name: [Entity Name] Business Address: [Business Address Line 1] [Business Address Line 2] [SUBURB] [STATE] [POSTCODE] [COUNTRY] <u>Contact Details</u> Delegate Name: [Delegate Name] Contact Phone: [Contact Phone] Contact Email: [Contact Email] <u>Notices – Email & Phone:</u> [Business Notices - Email & Phone] <u>The Business Services:</u> [Describe the Primary Services provided by the Business e.g. The Business operates a Payroll Service under the Business name 'Business Name', the core Services to which generate its revenue is through the provision of activities such as 'Describe Activities' across Australia.] AND <u>THE 'CONTRACTOR':</u> ABN: [Contractor ABN] Contractor's Business Name: [Contractor Business Name] Contractor's Entity Name: [Contractor Entity Name] Contractor's Full Name: [Contractor Full Name] Contractor's Address: [Contractor Address Line 1] [Contractor Address Line 2] [SUBURB] [STATE] [POSTCODE] [COUNTRY] Contact Phone: [Insert Contractor Contact Phone] Contact Email: [Insert Contractor Contact Email]
Item 2	Personnel Delivering Product/Service	<u>The Independent Contractor 'Contractor' as set out in <u>Item 1</u> of Schedule 1 (i.e. this Schedule).</u> <u>Other Personnel Engaged By The Independent Contractor To Deliver Product/Service(s)</u> [Specify any other Personnel associated with delivering the Product/Service(s)]
Item 3	Product/Service(s)	Refer to Annex A in this Agreement which sets out the Product/Service(s) required of you (as varied, amended and allocated from time-to-time). The Contractor must provide, at its own cost, all tools, equipment, materials and consumables necessary to perform the Services unless specified in Annex A of this Agreement or otherwise agreed in writing.
Item 4	Reporting To [Role Title]	[Role or Position Title]
Item 5	Location and Governing Law of this Contract	Primary Business Office Location ('On-Site' Address): [Business Address]

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	<i>[i.e. the State in Australia to which this work is governed and typically undertaken within. The Contracted parties irrevocably submit to the non-exclusive jurisdiction of the courts of the State/Territory referred to in this Governing Law (GL) (and any other courts competent to hear an appeal) for any dispute arising out of or in connection with this Agreement.]</i>	Agreed 'Usual' Work Location upon Commencement: [Location e.g. Business \ The Contractor's Address] [Specify Arrangement e.g. Off-site \ Hybrid \ On-Site] The Contractor will work Off-site or On-site or at such other locations as the Contractor, in its discretion, considers appropriate, unless the Parties otherwise have agreed in writing or the Business reasonably requires attendance at a specific site for the performance of particular Services. IMPORTANT NOTE: As the Contractor, you always control the manner, time and place of performing the Services (subject to <i>reasonable</i> direction by the Business). Governing Law of this Contract (i.e. State/Territory where duties are primarily performed): [e.g. QLD, Australia]
Item 6	Commencement Date ('Start Date', 'First Working Day')	[Start Date]
Item 7	Trial Period (If Applicable)	['Length of Trial Period in Months' OR 'Zero (0)'] months effective from the Independent Contractor's commencement date with the Business.
Item 8	Contract Term [Expiry Date] (If Temporary OR on Working Visa)	<u>Contract Term:</u> [Contract Expiry Date or Specify Term Detail [e.g. Fixed Term of 3 months from the Commencement Date; or Ongoing until terminated in accordance with this Contract; or Ongoing until completion of the Services described in the approved Quote dated [date], whichever occurs first.] <u>Notice Period for Termination by Either Party:</u> [e.g. 'Seven (7) days' written notice' OR 'No notice required for Fixed Term Expiry'] <u>Other Term Provisions:</u> As set out in this Contract.
Item 9	Contract Type and Limits (If Applicable)	<u>Contract Type:</u> Independent Contractor Agreement <u>Business' Normal Hours of Operation:</u> [e.g. Monday to Friday, 24hrs/day] <u>Maximum Hours per Week (if applicable):</u> [Hrs/Wk OR 'N/A' if not applicable]
Item 10	Fee(s)/Rate & Payment	The Business will pay the Independent Contractor the following Fee(s)/Rate for the Product/Service(s): \$ [Amount] ['per hour' / 'per day' / 'fixed fee per job/milestone'] (GST inclusive) IMPORTANT NOTE: - The Fee(s)/Rate stated above is inclusive of GST where applicable (e.g. when the Independent Contractor is Registered for GST and the Services are a Taxable Supply). - If the Independent Contractor is NOT Registered for GST, no GST is added and the stated amount is the total paid. - The Independent Contractor is solely responsible for knowing whether they need to Register for GST (generally when their Annual Turnover exceeds \$75,000) and for correctly remitting any GST to the

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		Australian Taxation Office. The Independent Contractor must provide a valid ATO-Compliant Tax Invoice (including their ABN) before any payment is made. <u>Invoicing Terms:</u> Contractor will provide a valid ATO-Compliant Invoice [upon completion of each Job/Milestone' OR 'Weekly' OR 'Fortnightly' OR 'Monthly'] <u>Payment Terms:</u> Business to pay Contractor in arrears by Electronic Funds Transfer (EFT) within [seven (7)] Business days of receiving a valid ATO-Compliant Invoice. <u>Reasonable Out-of-Pocket Expenses:</u> The Contractor is entitled to reimbursement of reasonable out-of-pocket expenses properly incurred in performing the Product/Service(s), provided such expenses are <u>pre-approved in writing by the Business before they are incurred</u> and are supported by a valid ATO-Compliant tax invoice or receipt; reimbursable expenses are limited to reasonable costs for materials or supplies specifically required for the Services, travel to client sites or other locations reasonably necessary for performance (such as mileage at the ATO-published rate or public transport), and software subscriptions or licences registered under the Business's name or using the Business's payment details, with all other expenses requiring prior written approval and reimbursement to be paid by the Business in accordance with the payment terms set out in this Agreement.
Item 11	Workplace Clearance(s), Required Registration(s), Licence(s) and/or Qualification(s)	<u>You MUST provide us with ALL of the below documentation PRIOR to commencement.</u> - You MUST provide Proof of your Legal Right to Work as Contractor in Australia (Refer to Part B7 - 100-point Identity Check documentation). - Professional Indemnity & Public Liability Insurance Certificates of Currency (Refer Item 12 in Schedule 1 – i.e. this Schedule). [Criminal History Check] [Driver's Licence] [Pre-Engagement Medical, including, but not limited to, Functional Assessment, Drug/Alcohol Screen and Medical History.]
Item 12	Contractor Insurance Details	<u>Public Liability:</u> [Contractor's Public Liability Insurance Amount] <u>Professional Indemnity:</u> [Contractor's Professional Indemnity Insurance Amount]

ANNEX A – Product/Service(s) To Be Delivered

The Contractor agrees to provide the Product/Service(s) to the Business in accordance with any approved Quote or any other written Agreement mutually entered into by the Parties from time-to-time. The work undertaken by the Contractor will be to a standard that is diligent, professional, accurate, timely and in compliance with Industry standards and applicable Laws (including WH&S, Privacy and Australian Consumer Law).

The Product/Service(s) to be delivered to the Business by the Independent Contractor include, without limitation:

- **[Describe Product/Services and/or key Duties/Responsibilities being delivered by the Independent Contractor to the Business.]**