

YOUR LOGO  
HERE

---

**CONTRACTOR AGREEMENT FOR THE  
SUPPLY OF GOODS AND SERVICES**

---

DATED: \_\_\_\_\_ 20\_\_ .

**BETWEEN**

Other Company Pty Ltd ACN 333 222 111 (the “Customer”)

**AND**

Company Pty Ltd ACN 111 222 333 of 1 Sydney Street Sydney 2000 (the “Contractor”)

# CONTRACTOR AGREEMENT

DATED: \_\_\_\_\_ 20 \_\_\_\_ .

## 1. THE PARTIES

**BETWEEN:** Other Company Pty Ltd ACN 333 222 111 of 1 Brisbane Street Brisbane  
7000 ("**the Customer**");

**AND** Company Pty Ltd ACN 111 222 333 of 1 Sydney Street Sydney 2000  
 ("**the Contractor**")

## 2. THE ENGAGEMENT

- 2.1. The Customer has engaged the Contractor to supply the goods and services that are described in the Item One of the Schedule (**the "Contract Goods and Services"**) and the Contractor has agreed to supply the Contract Goods and Services to the Customer.
- 2.2. The Contractor represents to the Customer that the Contractor has skill, knowledge, experience and expertise in providing the Contract Services and will provide the Contract Services to the standard required by the Customer.
- 2.3. The Customer acknowledges that during 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 Goods and Services to the Customer.

## 3. THE PRICE AND PAYMENT

- 3.1. The Customer has agreed to pay the Contractor the sum (**the "Price"**) set out in Item Two in the Schedule on completion of the supply of the Contract Goods and Services unless the Customer and the Contractor have agreed to different terms of payment as set out in Item Three of the Schedule. The Price include GST. The Contractor must issue a tax invoice for the Price and the Customer must pay the Price as provided in this clause or as provided in Item Two of the Schedule (if applicable).
- 3.2. If, for whatever reason, the Customer does not pay the Price when it becomes due, the Contractor may, without being in breach of this Agreement, suspend providing the Contract Goods and Services until all outstanding payments of the Price 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 Goods and Services for the Customer.

- 3.3. 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 all the Customer's property in the Contractor's possession.
- 3.4. The Contractor must add and separately identify on each of its Tax Invoices all GST.
- 3.5. The method of payment shall be as set out in Item Three of the Schedule.

#### **4. QUALITY OF CONTRACT GOODS**

The Contractor must carry out the supply of the Contract Goods and 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.

#### **5. EQUIPMENT AND MATERIALS**

The Contractor must provide all equipment and all materials as may be necessary to properly and efficiently carry out 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.

#### **6. TIME**

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

#### **7. TERM**

Means the period from the commencement of this Agreement until 6 Months from the date the contract executed or until either Party terminates the Appointment as provided in this Agreement

#### **8. OCCUPATIONAL HEALTH AND SAFETY**

The Customer must ensure that if the Contract Services are to be carried out on the Customer's property that 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.

## **9. BREACH BY CONTRACTOR**

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 Goods supplied and Contract Services actually done less any loss or cost which the Customer may incur to have the remaining Contract Goods supplied and the Contract Services completed.

## **10. BREACH BY CUSTOMER**

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.

## **11. CONFIDENTIALITY**

11.1. 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.

11.2. 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.

## **12. INTELLECTUAL PROPERTY**

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.

### **13. WARRANTY**

The Contractor warrants that all the Contract Goods are fit for purpose and capable of being used by the Customer for their intended purpose. If for whatever reason the Contract Goods are not fit for purpose or do not perform within their specifications, the Contractor shall on request and at no cost to the Customer, repair and fix the Contract Goods so that the Customer can fully enjoy and use the Contract Goods for their intended purpose. This warranty does not apply if the Customer incorrectly uses the Contract Goods.

### **14. TERMINATION**

14.1 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.

### **15. OVER-RIDING PROVISION**

15.1 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.

### **16. STATUTORY WARRANTIES AND LIMITATION OF LIABILITY**

16.1 All Statutory Warranties that can be expressly excluded are hereby excluded.

16.2 Where the Contract Goods and 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):

- (a) in respect of goods:
  - (i) the replacement of the goods or the supply of equivalent goods; or
  - (ii) the repair of the goods; or
  - (iii) the payment of the costs of replacing the goods or acquiring equivalent goods or the payment of the costs having the goods repairs;
- (b) in the case of services:
  - (i) the supplying of the services again; or
  - (ii) the payment of the costs of having the services supplied again.

**EXECUTED BY THE PARTIES AS AN AGREEMENT**

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

\_\_\_\_\_  
Signature of Witness  
Print Name:

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

\_\_\_\_\_  
Signature of Witness  
Print Name:

**SAMPLE ONLY**  
YOUR DOCUMENT WILL VARY DEPENDING ON THE ANSWERS YOU  
PROVIDE THROUGH THE BUILDING PROCESS

# SCHEDULE

## 1. CONTRACT GOODS & SERVICES

The Contractor shall provide the following Contract Goods and Services as described below to the Customer:

**Goods:** 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

**Services:** Ongoing phone support

## 2. CONTRACTOR FEES

The Contractor shall be 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.