



AGREEMENT FOR SERVICES

DATED THE ___ DAY OF _____ 20___

BETWEEN

Company Pty Ltd ACN 111 222 333 (the “**Contractor**”)

AND

Other Company Pty Ltd ACN 333 222 111 (the “**Sub-Contractor**”)

AND

Andrew Smith of 1 Perth Street Perth 5000 (the “**Guarantor**”)

AGREEMENT FOR SERVICES

DATED: _____ 20__

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

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

AND Andrew Smith of 1 Perth Street Perth 5000 (the “**Guarantor**”).

1. THE APPOINTMENT

- 1.1. The Contractor by this agreement (the “Agreement”) engages the Sub-Contractor to perform the services (the “Services”) described in Item One of the Schedule and the Sub-Contractor has agreed to perform the Services for the Contractor for the price (the “Sub-Contractor’s Fees”) set out in Item Two of the Schedule on the terms set out in this Agreement.
- 1.2. The Sub-Contractor represents and warrants to the Contractor that the Sub-Contractor has all the necessary skills, knowledge, experience and expertise to perform the Services and will perform the Services to a good and proper standard.
- 1.3. The Sub-Contractor holds all necessary licences and permits required in order to allow the Sub-Contractor to perform the Services.
- 1.4. Where any manuals are required in order for the Contractor to enjoy or use the Services, the Sub-Contractor will provide these to the Contractor in such form as the Contractor may reasonably require and for no additional fee.

2. THE PRICE, PAYMENT AND VARIATIONS

- 2.1. The Contractor has agreed to pay the Sub-Contractor the Sub-Contractor’s Fees at the times set out in Item Three of the Schedule. The Price includes GST and is the full amount which the Contractor will pay for the performance of the Services.
- 2.2. In respect of the Sub-Contractor’s Fees, the Sub-Contractor will issue a tax invoice for the Services setting out the Services performed, the date they were performed and by whom. The tax invoice will also separately identify all expenses and any GST payable.
- 2.3. The tax invoice will be issued by the Sub-Contractor at least 7 days prior to the due date for payment of the Sub-Contractor’s Fees or any instalment thereof as so invoiced or the instalment (which is due) as set out in the tax invoice. Notwithstanding anything

else the Contractor is not obliged to pay at the time set out in Item Three of the Schedule unless the Sub-Contractor has provided a tax invoice in proper form for the Sub-Contractor's Fees or any instalment thereof.

2.4. The method of payment of the Sub-Contractor's Fees is as set out in Item Four of the Schedule.

3. STANDARD OF SERVICES

3.1. The Sub-Contractor will perform the Services in a proper and competent manner. Where there are any applicable industry standards and codes, they will to the extent to which they are not inconsistent with any of the terms of the Agreement be at all times complied with by the Sub-Contractor. All those standards and codes to the extent they are not inconsistent with the terms of the Agreement are to apply as if they were express terms of this Agreement.

3.2. The Sub-Contractor represents to the Contractor that the Sub-Contractor and all the Sub-Contractor's employees and permitted subcontractors are properly qualified, experienced, licensed (where applicable) and competent to properly perform and will perform the Services to the required standards and codes.

4. EQUIPMENT AND MATERIALS

4.1. The Sub-Contractor will provide all equipment and all materials as may be necessary to properly and efficiently perform the Services other than the materials described in Item Seven of the Schedule. Unless otherwise agreed in writing all materials used will be new and of high quality fit for their purpose. All equipment will be safe for use, be properly maintained and capable of being used to carry out the Services.

4.2. The Contractor agrees with the Sub-Contractor that the Contractor will pay for all the materials described in Item Seven of the Schedule at the times set out in Item Seven.

5. TIME

5.1. The Services will be completed by the date or dates set out in Item Five of the Schedule.

5.2. If the Sub-Contractor, being an individual, is unable to perform the Services due to illness or injury by any time stated in Item Five of the Schedule then unless the Contractor may suffer material loss or damage by such delay the Sub-Contractor will be entitled to a reasonable extension in order to complete the Services.

5.3. If an event occurs that is beyond the reasonable control of the Sub-Contractor which prevents the Sub-Contractor from performing the Services by the date set out in Item Five of the Schedule, the Sub-Contractor will immediately notify the Contractor in

writing the details of the event and give an estimate of the time for completion of the Services and in those circumstances unless the Contractor may suffer material damage by such delay the Sub-Contractor will be entitled to a reasonable extension to complete the Services.

- 5.4. Where in either of the circumstances in 5.2 or 5.3 the Contractor is of the opinion that the delay may cause the Contractor loss or damage then the Contractor may by written notice to the Sub-Contractor terminate the Agreement in which event the Contractor has no obligation or liability to pay for any uncompleted Services but must pay for all Services completed up to the date of termination.

6. VARIATION TO THE SERVICES

- 6.1. The Contractor may require a variation (the "Variation") to the Services. Any request must be in writing setting out full details of such Variation. The Sub-Contractor will provide a quotation for performing the Services as varied which additional sum will be added to the Price if accepted by the Contractor. If the Contractor does not accept the quotation, the Sub-Contractor is not obliged to carry out the Variation.
- 6.2. The Contractor must pay for the Variation in the manner and at the time set out in the Sub-Contractor's quotation.

7. OCCUPATIONAL HEALTH AND SAFETY

- 7.1. The Contractor must ensure that if the Services are to be performed on the Contractor's property that at all times the property is safe and that all facilities provided by the Contractor to the Sub-Contractor for the purposes of enabling the Services to be performed are also safe.
- 7.2. The Sub-Contractor will ensure that at all times in performing the Services it uses safe and proper procedures and practices and that all its employees are properly trained and supervised and observe all proper safety practices. Where protective equipment, materials or clothing are required these will be provided by the Sub-Contractor and the Sub-Contractor will ensure that these are used at all relevant times.
- 7.3. The Sub-Contractor will at all times have current Workers' Compensation insurance and, if required, will provide evidence to the Contractor of its currency in the form of a certificate of currency.

8. BREACH BY CONTRACTOR

- 8.1. If the Sub-Contractor breaches any of its contractual obligations under the Agreement and fails to remedy that breach promptly and in any event within 3 days then the Contractor may by written notice to the Sub-Contractor terminate the Agreement.

- 8.2. Upon termination of the Agreement the Contractor must pay the Sub-Contractor for the Services actually done to that date (the date of termination) less any loss or additional cost which the Contractor may suffer or incur to have the remainder of the Services completed.
- 8.3. Where the Sub-Contractor fails to perform the Services properly to the standard required in the Agreement then the Contractor is entitled to claim all damages, loss and compensation which directly or indirectly are a consequence of the Sub-Contractor's failure to perform the Services properly.

9. BREACH BY THE CUSTOMER

- 9.1. If the Contractor fails to pay the whole or any part of the Sub-Contractor's Fees without reasonable and lawful excuse, the Sub-Contractor may at the Sub-Contractor's absolute discretion:
- (a) suspend the performance of the Services until the Sub-Contractor's Fees then outstanding are paid and/or;
 - (b) serve a written notice on the Contractor requiring the outstanding amount of the Sub-Contractor's Fees to be paid within 7 days and if not so paid by written notice terminate the Agreement and/or;
 - (c) sue the Contractor for the outstanding Sub-Contractor's Fees as a debt immediately due and owing.

10. CONFIDENTIALITY

- 10.1. The Contractor undertakes to keep all information which the Contractor acquires from the Sub-Contractor or about the Sub-Contractor strictly private and confidential and must not disclose that information to any person without the Sub-Contractor's prior written consent. Nothing in this clause prevents the Contractor from fully using and enjoying the Services.
- 10.2. The Sub-Contractor undertakes to keep all information which the Sub-Contractor acquires from the Contractor or about the Contractor's business strictly private and confidential and will not disclose that information to any person without the Contractor's prior written consent. The Sub-Contractor will not use any such confidential information so acquired except for the proper purpose of performing and providing the Services.

11. UNDERTAKINGS BY CONTRACTOR

- 11.1. The Sub-Contractor undertakes to the Contractor that it will not during the performance of the Services and for a period 6 months thereafter solicit or attempt to solicit any

employees of the Contractor to resign or take up employment with the Sub-Contractor or with any other person.

11.2. The Sub-Contractor undertakes to the Contractor that it will not during the performance of the Services and for a period of 6 months thereafter solicit, approach or induce any customer or client of the Contractor or any supplier to the Contractor to become a customer or client of or supplier to any other person or company that competes with the Contractor.

11.3. Where the Sub-Contractor has access to any of the Contractor's computers, then the Sub-Contractor will observe and comply with all of the terms of the Contractor's Computer Policy which is an Attachment to this Contract.

11.4. Where the Sub-Contractor has created or holds any passwords, domain names or other authorisations which in any way relate to the Contractor's business or to the Services, the Sub-Contractor acknowledges that they are all held by the Sub-Contractor exclusively for the benefit of the Contractor and will be promptly transferred or assigned on request to the Contractor or as the Contractor may direct and without the requirement of any fee being paid in respect thereof by the Contractor to the Sub-Contractor.

12. INTELLECTUAL PROPERTY

12.1. If the Services involve the creation of any intellectual property including any copyrightable materials or works then unless otherwise expressly agreed in writing or otherwise set out in Item Eight of the Schedule, the Contractor acknowledges that the Sub-Contractor is the legal and beneficial owner of all such intellectual property.

12.2. Notwithstanding clause 12.1, provided the Contractor has paid the Sub-Contractor's Fees in full, the Contractor will have a perpetual non-exclusive licence to use the Sub-Contractor's intellectual property but only to the extent that such use is reasonably necessary to enable the Contractor to enjoy the Services.

12.3. Subject to 12.2, where the Sub-Contractor uses the Sub-Contractor's intellectual property to carry out or produce or deliver the Services, nothing herein gives the Contractor any interest, right or title in the Sub-Contractor's intellectual property.

12.4. Where the Contractor provides access to the Sub-Contractor to the Contractor's intellectual property, nothing in the Agreement gives the Sub-Contractor any interest in the Contractor's intellectual property and the Sub-Contractor will only use the Contractor's intellectual property for the proper performance of the Services.

13. LIMITATION ON WARRANTY

- 13.1. The Sub-Contractor warrants to the Contractor that all the Services it performs will be fit for their intended purpose, will be capable of being used by the Contractor for their intended purpose and will perform in accordance within their applicable specifications (if any).
- 13.2. All Statutory Warranties that can be lawfully excluded are hereby expressly excluded.
- 13.3. Where the Services are not of the kind ordinarily required for personal, domestic or household use or consumption then the liability of the Sub-Contractor is limited pursuant to s.68A of the *Trade Practices Act 1974* (Cth) to, at the discretion of the Sub-Contractor:
- (a) the supplying of the Services again; or
 - (b) the payment of the costs of having the Services supplied again.

14. SUB CONTRACTING

- 14.1. The Sub-Contractor may use sub-contractors to provide any of the Services. In such circumstances, it will be the responsibility of the Sub-Contractor to ensure that:
- (a) the sub-contractors so engaged are suitably qualified, hold all necessary licences, and are otherwise able to perform the Services in a proper and workman-like manner;
 - (b) the sub-contractors so engaged do not by act or omission do or not do anything that would if done or not done by the Sub-Contractor be a breach any of the terms of this Agreement;
 - (c) the sub-contractors so engaged have current or necessary insurances.
- 14.2. The Sub-Contractor is solely responsible for all fees payable to sub-contractors.

15. OVER-RIDING PROVISION

- 15.1. Notwithstanding anything else where contained in the Agreement, any provisions in Item Six of the Schedule apply and over-ride any term of the Agreement, which term to the extent of its inconsistency with the provisions in Item Six, will have no effect whatsoever and will be deemed not to have been included in the Agreement.

16. GUARANTEE AND INDEMNITY

- 16.1. The Guarantor guarantees and indemnifies the Sub-Contractor in respect of the Contractor's obligations under this Agreement. The terms of that guarantee and indemnity are set out in Attachment "A" to this Agreement.
- 16.2. The Guarantor acknowledges and represents to the Sub-Contractor that he/she has read this Agreement and the guarantee and indemnity as set out in Attachment "A".

- 16.3. The Guarantor acknowledges and represents to the Sub-Contractor that he/she has had the opportunity prior to signing this Agreement as Guarantor to seek separate and independent legal advice in relation to this Agreement and the guarantee and indemnity set out in Attachment “A”.
- 16.4. The Guarantor acknowledges that he/she is aware that the Sub-Contractor has relied and is relying on the Guarantor’s guarantee and indemnity in entering into this Agreement with the Contractor.

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

EXECUTED BY THE PARTIES on the date first mentioned.

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

Director
Print Name:

Signature of Witness
Print Name:

Director/Secretary
Print Name:

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

Director
Print Name:

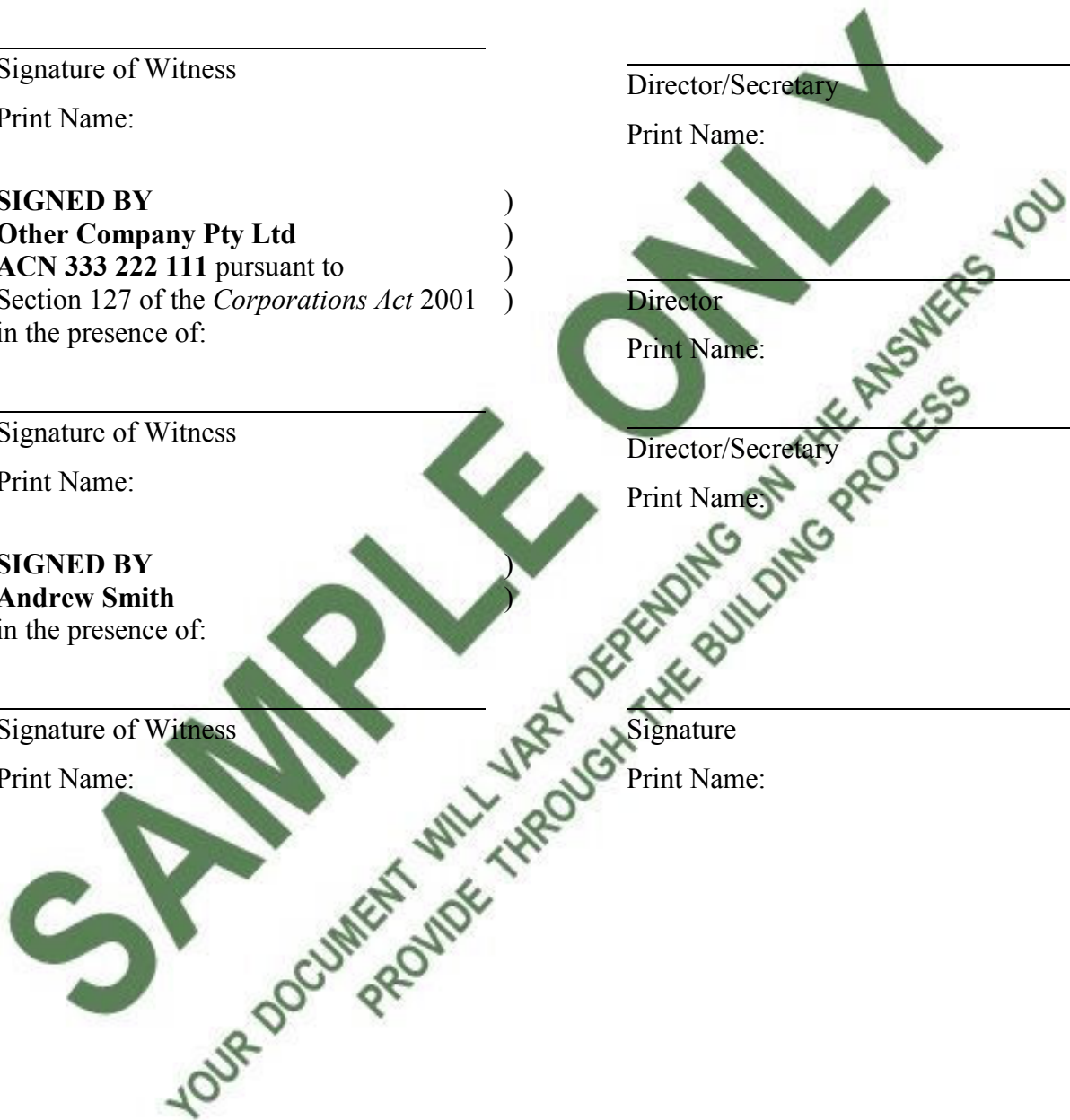
Signature of Witness
Print Name:

Director/Secretary
Print Name:

SIGNED BY)
Andrew Smith)
in the presence of:

Signature of Witness
Print Name:

Signature
Print Name:



SCHEDULE

Item One SERVICES

The Sub-Contractor will provide the following Services to the Contractor:

- 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

Item Two CONTRACTOR'S FEES

The Sub-Contractor shall be entitled to be paid a total sum of \$25 000 as Sub-Contractor Fees.

Item Three TIMES OF PAYMENT OF CONTRACTOR'S FEES

The Contractor shall be responsible to pay the Sub Contractor within 28 days of an invoice

Item Four METHOD OF PAYMENT

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

The Contractor will pay the Sub-Contractor the Sub-Contractor Fees on a monthly basis subject to first receiving a Tax Invoice for those monthly payments.

Item Five TIMES FOR COMPLETION OF SERVICES

The Contract Services must be completed within a reasonable time frame.

Item Six OVER-RIDING PROVISIONS

There are no Over-Riding Provisions.

Item Seven MATERIALS TO BE PAID FOR BY THE CUSTOMER

All materials and equipment must be paid for by the Sub-Contractor.

Item Eight CUSTOMER'S INTELLECTUAL PROPERTY

- The Contractor will own any training material created by the Subcontract

ATTACHMENT “A” TO CONTRACTOR AGREEMENT

GUARANTEE AND INDEMNITY

1. The Sub-Contractor has entered into the Agreement with the Contractor at the request of the Guarantor and the Sub-Contractor relies on this guarantee as a condition of entering into the Agreement.
2. In consideration of the Sub-Contractor agreeing to perform the Services required by the Contractor on the terms set out in the Agreement, the Guarantor guarantees to the Sub-Contractor that the Contractor will pay the Sub-Contractor’s Fees when they become and due under the Agreement.
3. If the Contractor for any reason fails to pay the whole or any part of the Sub-Contractor’s Fees then the Guarantor agrees and undertakes to pay any outstanding amount of the Sub-Contractor’s Fees on demand. In those circumstances an amount equal to that outstanding amount of the Sub-Contractor’s Fees will be a debt immediately due and owing by the Guarantor to the Sub-Contractor.
4. The Guarantor agrees to indemnify the Sub-Contractor and keep the Sub-Contractor indemnified against any loss or damage the Sub-Contractor might directly or indirectly sustain as a consequence of the Contractor failing to pay the whole or any part of the Sub-Contractor’s Fees.

COMPUTER AND EMAIL POLICY

1. Computers, computer files, computer software and the email system are the property of the Company and are intended to be used only for company business.
2. Computers includes the entire computer network of the Contractor wherever located and is not limited to host computers, file servers, application servers, communication servers, mail servers, fax servers, web servers, workstations, stand alone computers, laptops, handheld terminals, software, data files, firewalls and all internal and external computer and communications networks for internet commercial online services, value added networks and email systems that may be accessed directly or indirectly from the Contractor's computers or externally through dial-up connections and extended private networks.
3. The computer and email system must not be used in a manner that is disruptive or offensive to others. It will be a breach of this policy to access, download or send objectionable material including:
 - 3.1. pornography, including child pornography. You should be aware that accessing, downloading or sending child pornography is a criminal offence;
 - 3.2. material involving the instructions or promotion of crime, violence or hate;
 - 3.3. material involving an offensive description of violence to compel sexual conduct;
 - 3.4. material involving sexually degrading acts;
 - 3.5. material that is defamatory.
4. If you see another employee breaching this policy you must immediately inform management.
5. You must not download, view or send spam, junk mail or pop-ups because they may contain viruses, worms or "Trojan horses". If you receive any pornographic, spam or junk email, then it must be deleted immediately.
6. You are prohibited from intentionally creating or sending viruses, worms or "Trojan horses". You must do a virus check prior to opening any emails from unknown sources.

7. Whilst the occasional use of computers for personal purposes will be tolerated (provided this is not otherwise a breach of this policy), you must not do so excessively or allow such conduct to interfere with your normal duties.
8. If you violate this policy you may be terminated. You may also face immediate dismissal (depending upon the seriousness of your breach) for serious misconduct.
9. If you use any computer for an unlawful purpose you may be reported to the police if a crime is involved and any other appropriate authority and your employment with us may be terminated on the grounds of misconduct.
10. You must not, without the prior authorisation of the Contractor:
 - 10.1. copy any software belonging to the Contractor;
 - 10.2. provide copies of software belonging to the Contractor to any independent contractors, customers or third parties;
 - 10.3. install any software on the Contractor's computers.
11. You must not use or copy any software in such a way as may breach any licences granted to the Contractor by any person.

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