

CONTRACTOR AGREEMENT

Location: _____ Date: _____

Principal Details:

Full Name / Company: _____

ABN / ACN (if applicable): _____

Address: _____

Contact Phone / Email: _____

Contractor Details:

Full Name / Business Name: _____

ABN / ACN (if applicable): _____

Address: _____

Contact Phone / Email: _____

Scope of Work:

The Contractor agrees to perform the services and deliverables described in Schedule A attached hereto and made part of this Agreement (the “Services”). The Contractor shall exercise due skill, care, and diligence in the performance of the Services, in accordance with industry standards and all applicable Australian laws and regulations.

Term and Termination:

This Agreement shall commence on the date of execution by both parties and shall continue until completion of the Services, unless terminated earlier in accordance with this Agreement. Either party may terminate this Agreement by providing written notice to the other party if the other party breaches any material term and fails to remedy such breach within 14 days of receiving notice. Upon termination, the Contractor shall be entitled to payment for Services performed up to the termination date.

Payment Terms:

The Principal agrees to pay the Contractor the fees outlined in Schedule B attached hereto. Payment shall be made within 14 days of receipt of a valid invoice. All payments are exclusive of GST, which shall be added where applicable. Late payments may attract interest at the rate prescribed under the Penalty Interest Rates Act 1983 (Cth) or any successor legislation.

Compliance with Laws:

The Contractor shall comply with all applicable Australian laws, regulations, standards, and codes of practice in performing the Services, including but not limited to workplace health and safety, environmental, and industrial relations laws. The Contractor shall hold all licences, permits, and approvals necessary to perform the Services.

Insurance:

The Contractor shall maintain adequate insurance coverage, including public liability insurance and workers' compensation insurance, for the duration of this Agreement and provide evidence of such insurance to the Principal upon request. The Contractor shall indemnify and hold harmless the Principal against any claims arising out of the Contractor's performance of the Services.

Intellectual Property:

All intellectual property rights created or developed by the Contractor in the course of performing the Services shall vest exclusively in the Principal upon full payment. The Contractor shall, where applicable, execute all documents and do all acts necessary to give effect to this provision.

Confidentiality:

Each party agrees to keep confidential all information disclosed by the other party relating to the business or affairs of that party, and not to disclose or use that information except as necessary to perform obligations under this Agreement or as required by law.

Independent Contractor:

The Contractor is engaged as an independent contractor and nothing in this Agreement shall be construed to create an employment, partnership, agency, or joint venture relationship between the parties. The Contractor is solely responsible for the payment of all taxes, superannuation, and any other statutory obligations.

Liability and Indemnity:

The Contractor shall be liable for and indemnify the Principal against any loss, damage, claim, or expense arising from any negligent act or omission, breach of this Agreement, or wilful misconduct by the Contractor in the performance of the Services, except to the extent caused by the Principal's negligence or wilful misconduct.

Dispute Resolution:

If any dispute arises out of or in connection with this Agreement, the parties agree to attempt to resolve the dispute informally through negotiation. If unresolved within 14 days, either party may refer the dispute to mediation prior to commencing any court proceedings.

Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia and the State or Territory in which the Principal's place of business is located. The parties submit to the non-exclusive jurisdiction of the courts of that State or Territory.

Entire Agreement:

This Agreement, including all Schedules and annexures, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject matter of this Agreement. Any amendments must be in writing signed by both parties.

Severability:

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

Counterparts and Execution:

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted by electronic means including PDF shall be deemed originals.

PRINCIPAL'S SIGNATURE

CONTRACTOR'S SIGNATURE

Signature: _____

Signature: _____

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