

Contractor's agreement (long form)

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This document is part of a LexisNexis suite of documents prepared by the Specialist Editor **Justine Turnbull, Partner,**

This precedent is current to **16 May 2014**.

Introductory note

This precedent is a basic, long form agreement (opposed to a consultant) by a company (opposed to an individual)

It contains many optional clauses that may be tailored to the circumstances of the situation, including clauses relating to the obligations of both parties. The agreement includes clauses for property and restraint clauses; longer form

There is also a shorter form independent contract (referred to as "Contractor's agreement (short form)".)

Schedule 1 provides space for a detailed description of the insurances.

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[Date]

[Contractor full name]

[Contractor address]

Dear [Name]

Appointment of [Contractor Name] as a contractor

I confirm our agreement that [Contractor Name] is the appointed contractor of [Company Name] (**Company**). I confirm the terms of the agreement as follows:

1 Purpose of this agreement

- (a) The Company wishes to engage a [Contractor Name] (*Short*) services to the Company.
- (b) The Contractor possesses the necessary skills and resources to provide the services.
- (c) The Company wishes to appoint the Contractor for the appointment, as Contractor for the agreement.

2 Engagement

The Company engages the Contractor to provide the services on the terms and subject to the conditions set out in this agreement.

3 Duration

[Option 1 (use if the agreement is ongoing)]

This agreement will commence on [Commencement Date] in accordance with this agreement (**Term**).

[Option 2 (use if the agreement is for a fixed term)]

- (a) This agreement will commence on [Commencement Date] and continue until [Expiration Date] (**Term**).
- (b) The Company and the Contractor agree to continue this agreement until [Expiration Date], to continue this agreement on the terms and conditions set out between the parties.

4 Provision of services by the Contractor

4.1 Services

- (a) The Contractor will provide the services set out in the schedule (**Services**), in the manner set out in the schedule.

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- (b) [Optional:] If the Company request addition to the Services. The Contractor provide additional services.

4.2 [Optional clause:] Contractor's Design

[Note: include this clause if the Services

- (a) Unless agreed in writing by the Contractor, the Contractor shall not employ any Designated Persons identified in the Services.
- (b) The Company may, upon reasonable notice in writing to the Contractor, and by notice in writing to the Designated Person, remove a particular Designated Person from the Services as soon as practicable, cease providing the Services to that Designated Person with another person as may be reasonable.
- (c) The Dedicated Contractors are and shall be independent contractors or agents of the Contractor.

4.3 Contractor's equipment

Where the Contractor provides or uses its equipment for the Services, the equipment must be maintained by the Contractor.

4.4 Supervisor and reporting

The Contractor will report to and perform the Services for the Company or other person as notified by the Company.

5 Fees

5.1 Fees

The Company must pay the fees to the Contractor.

5.2 GST and invoicing

- (a) For the purposes of this clause, GST means any Goods and Services Tax added tax, levied or imposed under the A New Tax System (Goods and Services Tax Act 1999).
- (b) The Fees are exclusive of any GST payable by the Contractor under this agreement, the amount equal to the GST payable by the Contractor.
- (c) The Contractor must provide the Company with an invoice in accordance with the Law. The invoice must include the following information forwarded:
 - (i) date(s) of performance of the Services;
 - (ii) name of Designated Person;
 - (iii) description of Services provided.