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Basic form of contractor or consultant agreement

Description: This is a basic precedent agreement for the provision of work or services by a consultant or contractor.

Authors: Joe Catanzariti
Partner, Clayton Utz

Michael Byrnes
Special Counsel, Clayton Utz

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Basic form of contract

AGREEMENT made on the date set out in

BETWEEN: the principal and the contractor

The principal hereby engages the contractor under item 4 of the Schedule subject to the terms and conditions set out in this agreement.

1. The contractor will *[carry out the work]*.
The contractor will *[carry out such work]* to it from time to time in a conscientious manner with skill, care and diligence in performing its duties. The contractor is required to provide *[work/provision of the services]* in a safe and sound condition.
2. The contractor warrants that it, its employees and subcontractors possess the necessary skills to *[carry out the work]*.
3. This agreement may be terminated by either party in accordance with the provisions in item 5 of the Schedule hereto. *[The contractor shall not be liable for any loss or damage]*, but the principal may determine the date of termination should the contractor, its employees or subcontractors be guilty of serious neglect of duty, or be in breach of any of the terms of this agreement.
4. Either party may determine this agreement to be terminated on the following events, namely:
 - (1) if the other party enters into liquidation or becomes insolvent;
 - (2) if a receiver or receiver/manager is appointed to the assets of the other party;
 - (3) if the other party is placed under administration.
5. This agreement will not be assigned to any other party without the written consent of the principal.
6. The principal will make payments to the contractor in accordance with the terms of the Schedule.
7. The contractor will effect all insurance cover required by the principal. In accordance with the generality hereof, the contractor shall effect and maintain professional indemnity insurance cover under the provisions of any relevant legislation. The contractor shall, at the request of the principal, produce evidence of such cover and the right to nominate the value of cover. The contractor shall also effect and maintain indemnity insurance.
8. The contractor will be responsible for any loss, damage or injury to persons or property caused by the contractor and the amount of all claims, damages and expenses incurred by the principal in respect of such loss, damage or injury shall be the contractor's expense and may be recovered from the contractor.
9. Throughout the duration of this agreement, the contractor shall, at its own expense, all Acts of both federal and state governments, or orders made thereunder and any regulations made thereunder, and any authority so far as the same may apply to the contractor, and the contractor shall be responsible for all such costs, charges, claims and demands.

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10. The principal may at any time by should cease to permit a particular *out work / providing the services*] pursuant to this agreement, and cease to provide the service of su will provide the services of such principal.
11. Nothing contained herein will c employee between the parties her relationships are denied.
12. The address of each party as ref address of that party for service c effected by personal delivery or by the day after the day of posting.
13. This agreement will be construed referred to in item 7 of the Schedu

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SCHEDULE

- 1. The date of this agreement is:
- 2. The principal is:
of:
- 3. The contractor is:
of:
- 4. The [work is / services are]are:
- 5. The agreement may be terminated by either party in writing.
- 6. The contractor's fees will be as follows:
- 7. The place is the state/territory of:

.....
[Principal]

