

# **CONTRACT FOR SERVICES**

This agreement is made on the                      day of                      202

## **BETWEEN:**

Of:

(herein called **“The Contractor”**, which expression, where the context so permits or requires, shall be deemed to include its successors, transferees and assigns as the case may be)

On the one part

## **AND**

Schwartz Family Company, The Best Hotel P/L, Aldprop P/L, Laudet P/L, Winadell P/L, Straight Eight P/L and associated entities

(Sydney Brewery, Newcastle Brewery, Sydney Brewery Surry Hills, Sydney Brewery Hunter valley, and the hotels listed at the base of this page, in the jurisdictions of NSW, ACT, and Victoria and Queensland

(hereinafter called **“The Principal”**),

which expression, where the context so permits or requires, shall be deemed to include the heirs, executors, administrators, successors, transferees and assigns as the case may be of the other part.

## **FACTS:**

- (A) The Contractor is a properly trained Contractor able to carry out the services as detailed in the Schedule to this Contract for Services.
- (B) The Principal is the Owner or Manager of the property and has requested the Contractor to supply his services for works being done on the property upon the terms and conditions set out in this Contract for Services.
- (C) The Contractor has agreed to provide his services upon that basis.

**SOFITEL DARLING HARBOUR –MERCURE HOTEL SYDNEY – RYDGES SYDNEY CENTRAL, SURRY HILLS  
IBIS WORLD SQUARE, SYDNEY - RYDGES WORLD SQUARE, SYDNEY - THE VICTORIA HOTEL, MELBOURNE  
IBIS BARANGAROO - MERCURE CANBERRA HOTEL – RYDGES NEWCASTLE – NOVOTEL NEWCASTLE –  
RYDGES RESORT HUNTER VALLEY - FAIRMONT RESORT, LEURA – HILTON SURFERS PARADISE -PARADISE RESORT**

**AGREEMENT:**

1. **Interpretation to Terms**

In the Agreement the following expressions shall have the meaning, outlined unless the context otherwise requires.

- (a) The “Commencement Date” means the above date or such later date as may be mutually agreed between the parties.
- (b) The “Schedule” means the Schedule attached to this Agreement.
- (c) Words denoting the singular shall include the plural and vice versa.
- (d) A reference to any document or agreement including this Agreement shall be deemed to include references to such document or agreement as amended, noted, supplemented, varied or replaced from time to time.
- (e) Words denoting any gender shall include all genders.

2. **Terms**

This Agreement shall come into effect on the commencement date and shall continue for the period as specified in the schedule. If not specified, then this contract is valid for five years.

3. **Acceptance of Services by Principal**

The Principal hereby agrees to accept the services of the Contractor which shall be provided by the Contractor either personally or through the Contractor’s employment by other persons and the Contractor hereby warrants and acknowledges that in the performance of his duties and obligations hereunder he in no way is or is intended to be an employees of the Principal but is and is intended to be at all times an independent Contractor.

4. **Warranty of Contractor as to Qualifications**

The Contractor hereby warrants and acknowledges that he has qualifications, expertise and experience appropriate to perform and/or supervise the duties and obligations of the contract hereunder.

5. **Principal agrees to pay Contractor**

The Principal agrees to pay the Contractor for the performance of the services by the Contractor and his employees the amounts specified in the Schedule hereto. Such payment shall be by cheque to the Contractor upon the basis set out in the Schedule hereto. In special circumstances, this payment may be made by EFT (electronic transfer to a nominated bank account).

The Contractor's request for such payment shall be by way of submission to the Principal's office (usually 25 Spring Street, Bondi Junction), of an original invoice duly signed by or on behalf of the Contractor and countersigned by the Project Manager, and delivered to the office of the Principal or one of his agents.

This tax/invoice must contain an ABN number.

The invoice must consist of either:

- (a) the job performed (if payment is not on a timed basis
- (b) the location of the job, and the hours worked on each day which is listed.

If submitted by close of business on a Friday, payment should be made within ten days (i.e. Tuesday a week).

6. **Acknowledgement of Contractor as an independent Contractor**

The Principal acknowledges that the Contractor is an independent Contractor and that the Contractor contracts to supply the services referred to in the Schedule hereto and further that in no circumstances shall the Contractor be deemed to be an employees, servant or agent of the company. The Contractor acknowledges that it has no claims upon the Principal in respect of annual leave, public holidays, sick leave, long service leave, other entitlements or otherwise in respect of any claims under any relevant Workers' Compensation Legislation or Regulations affecting or relating to the relationship between an employer and employer.

7. **Undertakings and Warranties by Contractor as to Services**

The Contractor undertakes and warrants that he will carry out the services he has agreed to provide hereunder either by himself personally or through employees at all times and from time to time in a thorough and professional manner and to the best of his ability.

4.

8. **Agreement as to Rates**

The parties agree and acknowledge that the rates payable by the Principal to the Contractor hereunder shall be confidential and shall not be disclosed to any other party.

9. **Agreement as to Insurance Policies to be taken out**

The Contractor agrees and undertakes to take out policies of insurance covering sickness and accident in respect of the contract and any employees of the Contractor and to cover Workers' Compensation in respect thereof and covering Workers' Compensation in respect of any alternate contractor nominated by the Contractor with the consent of the Principal and the Contractor agrees and undertakes to pay all premiums in respect therein.

10. **Contractor responsible for Tax**

The Contractor acknowledges that he shall be solely responsible for payment of the Contractor's own income tax and consents to the Principal furnishing the Commissioner of Taxation with the Contractor's details and information as to payment in accordance with the laws from time to time in force in the State referred to in the Schedule hereto and parties submit to the exclusive jurisdiction by the Courts of the said State.

The determination of this Agreement shall not affect the rights of the parties accrued before or upon or as a result of termination.

11. **Notices**

Any notice, consent, approval, offer, demand or other instrument required or authorised to be given or served upon a party pursuant to this Agreement shall be in writing and may be given by prepaid post or facsimile or by hand to the party at the same address shown herein or to such other address as may have been notified by the party in question to the other party.

An instrument given or served in accordance with this clause is deemed to have received:

- a) Facsimile, in the case of an instrument given or served by this day following the day of despatch.
- b) In the case of the instrument given or served by pre-paid post, on the third day following the day of posting.
- c) In the case of an instrument given or served by hand, at time of delivery.

5.

12. **Indemnity**

The Contractor shall indemnify and keep indemnified the Principal against any claim, liability, action, loss or damage which may be made against the Principal or which the Principal may incur as a result of the provision by the Contractor of the service in

accordance with the laws from time to time in force in the State referred to in the Schedule hereto and the parties submit to the exclusive jurisdiction by the Courts of the said State.

The determination of this Agreement shall not affect the rights of the parties accrued before or upon or as a result of termination.

13. **Charges**

The charges provided for in this Agreement may be reviewed at the option of either party at the expiration of twelve months from the commencement date but no new charge shall be made except by mutual agreement.

14. **Occupational Health and Safety**

Upon commencement the Contractor must provide the policy number and Insurer details of his Workers' Compensation Policy, and similar details of his Public Liability Policy Number; and where applicable, information concerning a Home Warranty Insurer and Underwriter.

The majority of work required is in the hospitality industry, which usually means interaction with the general public, so it is important that the Contractor provide a safe working area, with all mandatory signage. The contractor must never block egress/loading zones. The work site must be left in a safe and clean state. All contractors are required to wear steel cap safety boots, and neat attire. Ear muffs, masks, goggles, gloves and safety gear must be worn, when appropriate, at all times.

CONTRACT has been executed on the date above.

.....

Principal

.....

Witness

.....

Contractor

.....

Witness

# SCHEDULE

Name of contractor: .....

Business Name of contractor:.....

Services provided by the Contractor: .....

Commencement date of contract: .....

Terms of agreement: .....months/years

**CHARGES: including rate and frequency of payment.**

State of jurisdiction: .....

Contractors Licence No. (if available).....Expiry:.....

Date of establishment of Contractor: .....

Registered Address of Contractor: .....

Mobile Phone Number: .....

Email Address: .....

ABN: .....

Driver's Licence No: .....

**Insurance Details:**

I confirm that I have a Workcover issued "greencard". Yes / No.

Workers' Compensation \*(see below) Company ..... Valid till.....

Policy Number:.....

Public Liability Insurance: Company:..... Valid till:.....

Amount: \$ ..... million Policy Number:.....

\* If you are a company this statement must be accompanied by a Certificate of Currency to comply with section 175B of the Workers Compensation Act 1987.

\* If you are a sole trader this policy needs to be an "income protection, sickness and accident" insurance.