

CONTRACT OF SERVICE AGREEMENT

GF-04

Position: <NAME OF POSITION>

Contract of Service Personnel: <Name>

<PO Number>

There is to be NO contract between the parties until such time that the *Service Agreement* has been signed and executed OR the Purchase Order has been issued.

This note is to be removed by the Purchasing Manager ONLY on issue of the final *Service Agreement* when accompanied by an approved Purchase Order.

ANNEXURE to Contract Conditions
Parties (Clause 1)

- (a) Date of Contract: _____
- (b) CATCON's Address: 598-600 South Road, ANGLE PARK SA 5010
- (c) Contractor of Service's Address: _____
- (d) ACN: _____
- (e) ABN: _____

Basis of Contract (Clause 2)

CATCON enters into this contract with the Contract of Service Provider:

 (Cross as applicable) In its own right As agent for the Principal

Working Hours

Day	Start	Finish
Monday – Friday	<u>7.00am</u>	<u>5.00pm</u>
Sat	<u>As required</u>	_____
Sun	<u>-</u>	<u>-</u>

Estimated end of Contract of Service Date: _____

Delivery Address: 598-600 South Road, ANGLE PARK SA 5010
Site Address: _____

Insurance (Clause 6)

 Minimum limit of cover for Public Liability Insurance: \$10,000,000.00
Representatives (Clause 3)

- (a) CATCON: General Manager, Construction Manager
- (b) Contract of Service: _____

Payment Terms (Clause 11)

- (a) Time for submission of claims for payment: (i) _____ day of the month

 (Cross the applicable box and complete (i) if applicable) (ii) alternative Fridays

- (b) Period for Payment: _____ days from receipt of invoice

If (a)(i) applies the period for payment shall be the Friday following the number of days stated in (b) from the last day of the month in which claims are submitted.

If (a)(ii) applies the period for payment shall be the Friday following the number of days stated in (b) from the time of submission of claims.

Claims not submitted in time shall default to the next claim period.

GST Tax Invoice (Clause 12)

 Parties agree to CATCON providing RCTIs: (Cross the applicable box) Yes No

CONTRACT OF SERVICE RATE SCHEDULE (Clause 1)

Contract of Service Personnel name: _____

 Rate: \$ _____ Hourly Daily Weekly Other: _____

(Cross the applicable box)

DUTIES:

Key Result Areas/Key Tasks**SPECIFIC DUTIES:**

CONTRACT CONDITIONS**1. Parties**

Form No: GF-04	Rev: 3	Rev Date: May 15	Review Due: May 17	Authorised by: QSE Manager	Page 3 of 6
N:\03-Group Services\Marketing\Web Site V2\app\webroot\files\GF-04 Contract of Service Agreement.docm					

- 1.1 This Contract of Service (Contract) is made on the date stated in the Annexure.
- 1.2 The addresses' of the parties are stated in the Annexure.
- 2. Basis of Contract**
- 2.1 The basis on which CATCON enters into this Contract is stated in the Annexure. If CATCON enters into this Contract as agent for the Principal, CATCON shall administer the Contract but shall not itself incur liability under the Contract.
- 2.2 This Contract contains the entire agreement between the parties and no regard shall be had to any prior dealings.
- 2.3 Each party to this Contract shall remain an independent contractor and shall be exclusively responsible for all their respective statutory and other legal responsibilities.
- 3. Duties**
- 3.1 The Contract of Service shall carry out any and/or all duties as listed in the annexure as and when requested by the authorized representatives as listed in the annexure..
- 4. Policies**
- 4.1 Your Contract of Service with CATCON is to conform with the written policies of the company as amended from time to time. Refer to the Company Policy Documents.
- 5. Rates**
- 5.1 Rates deemed to include:
- All WorkCover costs
 - Superannuation
 - All statutory costs
 - Supply of all safety equipment and PPE
 - Annual Leave
 - Sick Leave
 - Long Service Leave
 - Accident and Sickness Insurance
- 6. Public Liability Insurance**
- 6.1 The Contract of Service provider shall effect Public Liability insurance to cover its liability to third parties for loss or damage to property (including loss of use thereof) and death of or injury to any person arising out of or resulting from an act, default or omission of the Contract of Service.
- 6.2 With respect to Public Liability Insurance required under Clause 6.1:
- a) The policy shall be for not less than the limit of cover stated in this Contract; and
 - b) The insurer and terms of the policy shall be subject to CATCON's approval and shall be maintained during the period of Contract Services.
- 7. Proof of Insurance**
- 7.1 Before commencing the Contract of Service Agreement and whenever requested by CATCON, the Contract of Service Provider shall produce evidence that it has satisfied all of its Insurance obligations under this Contract. Unless agreed otherwise, such evidence shall be in the form of an original certificate of currency from the relevant Insurance Company, or the Contract of Service Provider's Insurance broker stating the name of the Insurance Company, the name of the insured party or parties, the policy number, the expiry date and the amount of cover for each policy of Insurance. Insurance does not limit the Contract of Service Provider's liability under this Contract or otherwise.
- 8. Period of Contract of Service**
- 8.1 The Estimated End of Contract of Service Date is stated in the Annexure. The Estimated End of Contract of Service Date is an estimate only and is not guaranteed. Contract of Service is on an hour by hour basis and Contract of Service can be terminated by either party for any reason.
- 9. Rates**
- 9.1 The Rates for the Contract of Service shall be as stated in the Annexure and such rates shall not be subject to price escalation.
- 10. Times to be Agreed**

10.1 The authorised representative of CATCON and Contract of Service Provider shall meet as stated below to agree in writing the times for which the Working Rate shall apply. Such Agreement shall be on a weekly basis.

11. Progress claims and Payment

11.1 The Rates as stated in this Contract are deemed to include everything necessary for the Contract of Service Provider to carry out his/her duties to CATCON in accordance with this Contract and to fulfil all of its obligation under the Contract.

11.2 Claims for payment shall be submitted in a form acceptable to CATCON on or before the time for submission of claims stated in the Annexure.

12. Goods and Services Tax (GST)

12.1 GST is applicable to this contract.

13 Termination

13.1 This contract may be terminated by either party at any time.

13.2 You agree that during your contract of employment and after completion or your contract of employment, you will not unless required to divulge information due to any law or court, reveal to any person or entity any confidential or proprietary information belonging to CATCON, any materials, the release of which will be injurious to the interests and activities of CATCON. Upon completion of contract for whatever reason, you shall immediately return to CATCON any of the company's documents, disks, programs or papers and the like, which reflect, comment on, or are connected with any information which is confidential to the company and will not keep copies of any of this material.

14. Perquisites

14.1 It is understood that all perquisites, gifts of all kinds and personal benefits made by supplier and/or clients to you or the company must be notified to the General Manager or his nominee within twenty four (24) hours. These items are to be handed over to CATCON for the General Manager to make a decision on, once being received. Any break of this policy will be seen as serious misconduct.

15. Exclusive Employment

15.1 From the commencement of this contract it is expected that you will use your best endeavours to promote the interests of CATCON, to apply yourself diligently to all duties and do all things which are reasonable for you to promote, develop and extend the business of CATCON. It is not CATCON's policy to allow you to work for other interests during your employment with us, without the approval of the General Manager. You agree to serve the company exclusively and not directly or indirectly undertake any duties or liabilities for other parties, which might conflict with your duties to the company, without the permission of the General Manager.

16. Hour of Work

16.1 Normal office hours are 8.30am to 5.00pm with an unpaid half (½) hour break for lunch. CATCON reserves the right to vary these times either temporarily or permanently.

17. Confidentiality

17.1 You acknowledge that during your Contract of Service you will have access to, and will acquire, confidential information concerning CATCON's business affairs and its clients. By clients we mean current as well as potential clients. This means not divulging to anyone, including your friends, the various pitches and accounts we are working on. For clients that we are trying to win, all details are again to remain confidential to everyone outside the walls of CATCON.

18. Release

18.1 Upon completion of the Contract of Service and prior to the final payment to the Contract of Service, the Provider shall fully release and discharge CATCON and its employees and agents from and against all claims, demands and causes of action and proceedings of every kind and nature which the Contract of Service may or might have had or might assert to have. Acceptance of the final payment by the Contract of Service Provider shall be deemed to include such release and discharge.

19. Special Conditions

19.1 In the event that any of the provisions of Clause 1-18 (inclusive) conflict with any Special Conditions stated in this Clause 19 (or otherwise appended to this Contract) then such Special Conditions shall take precedence to the extent of such conflict.

EXAMPLE ONLY:

- Fuel Card to be provided by CATCON for Business usage.
- Provision of mobile phone and calls included in hourly rate.

- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

In addition, the following DELETIONS, AMENDMENTS AND ADDITIONS apply to Contract Conditions:

The following clauses do not apply to this Service Agreement

- Clause 15. Exclusive Employment.
- Clause 15.1
- Clause 16. Hours of Work
- Clause 16.1

EXECUTION	
CATCON shall not be obliged to make any payment until this Contract (Including any attachments) is signed by the Contract of Service Provider and is in the possession of CATCON.	
Signed for the Contract of Service: Signature: _____ Date: _____	Signed for the Civil & Allied Technical Construction Pty Ltd: Signature: _____ Date: _____