CONTRACT FOR SERVICES ON THE DAIRY FARM

The CONTRACTOR <insert full name and trading name of Contractor>

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ABN: ..................................................

HEREBY AGREES with the **PRINCIPAL** <insert full name and trading name of Principal/Owner>...............................................................................................................

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ABN: ...............................................

to perform/complete the following **WORK** <insert clear description of the work>……………………

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on the **PRINCIPAL'S PROPERTY** at <insert address of property>

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at the **PRICE** of <insert price per hectare / lump sum / NOT hourly or weekly rate>

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1. The **CONTRACTOR AGREES** to carry out the work in a proper and workman-like manner to the satisfaction of the Principal.
2. The **CONTRACTOR AGREES** to complete the work not later than <insert completion date>*.................*.....................
3. The **CONTRACTOR AGREES** to supply all plant materials and labour needed for the work to be completed.
4. The **CONTRACTOR AGREES** that he/she is responsible for quality of work and must remedy any defects.
5. The **CONTRACTOR AGREES** that no representations have been made that this is a contract of employment and the **CONTRACTOR FURTHER AGREES** that he/she is not an employee of the Principal.
6. The **CONTRACTOR** may engage employees to perform all or some of the work.
7. The **CONTRACTOR AGREES** that the Principal is not responsible for the payment of any workers compensation or superannuation or any employee entitlements for the Contractor including paid annual leave, paid public holidays and sick leave.
8. The **CONTRACTOR AGREES** that he/she is responsible for arranging and paying all accident, sickness and income protection insurance he/she requires.
9. The **CONTRACTOR UNDERTAKES** to keep a current public liability policy applicable to the work being carried out on the Principal's property.
10. The **CONTRACTOR AGREES** that he/she is responsible for arranging and paying workers compensation in respect of any employees he/she may employ and the **CONTRACTOR UNDERTAKES** to provide evidence of such payments to the Principal.
11. The **CONTRACTOR AGREES** that he/she is responsible for arranging and paying superannuation contributions in respect of any employees he/she may employ and the CONTRACTOR UNDERTAKES to include the Principal as a joint payee on whose behalf payments are made to the superannuation fund.
12. The **CONTRACTOR UNDERTAKES** that any employees employed by him/her have the right to work in Australia, that appropriate visa and Work Rights checks have been made and the **CONTRACTOR UNDERTAKES** to provide evidence of such Work Rights to the Principal upon request.
13. The **CONTRACTOR UNDERTAKES** to pay wages and entitlements in accordance with the correct industrial award or agreement to any employees he/she may employ and will indemnify the Principal against any claims by or any liability to any of the Contractor's employees.
14. The **CONTRACTOR UNDERTAKES** that before receiving payment for any work done he/she will produce to the Principal wages books showing that all wages have been paid to all employees employed by the Contractor.
15. The **PRINCIPAL** agrees to pay the Contractor, at the completion of the work or according to the following progress payment schedule, upon presentation by the Contractor of a valid tax invoice<insert details of progress payments if applicable>

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**DATED THIS ......................day of .................................. 20......**

**SIGNED.........................................................................................(CONTRACTOR)**

**SIGNED.........................................................................................(PRINCIPAL)**

**SIGNED.........................................................................................(WITNESS)**