

# Contract for Services

This Contract For Services is made on the {DD Month YYYY}.

## Parties

{ Company Name } OF {company address}, REG NO: {xxxxxxxxxx} (“trade name or company name”)

AND

**TECHABLE INFORMATION SOLUTIONS** TSC RESIDENCES & SUITES, MABOLO, CEBU CITY, 6000 PHILIPPINES, TIN NO: 311027781000 (“the Contractor”)

## Background

- A. {“trade name or company name”} is engaged in the business of {line of business e.g. Plumbing Services}.
- B. The Contractor has expertise in the provision of senior customer service, client relations, project management, project coordination, client success and any and all other services which are relevant to the business conducted by {“trade name or company name”} (“the Services”).
- C. {“trade name or company name”} wishes to engage the Contractor to provide the Services in accordance with conditions hereinafter contained in this Contract.

## Agreed Terms

### 1. Services and Obligations

- a. The Contractor will provide the Services as requested and as stipulated by {“trade name or company name”} as set out in Schedule 1.
- b. The Contractor must act professionally and courteously in all dealings with {“trade name or company name”}, its clients and other contractors, and will comply with relevant policies and procedures of {“trade name or company name”} including its Code of Conduct and its Confidentiality policy.
- c. The Contractor must provide the Services to reasonable standards that satisfy both the agency and the client regarding quality delivery, professional conduct, and the fulfillment of the requirements of the job scope.
- d. The Contractor is required to keep clients notes in a sharable server location (Google Drive) for {“trade name or company name”} to access at all times.
- e. The Contractor is required to have all Estimates for new scopes of work approved by a {“trade name or company name”} Department Head or Director of {“trade name or company name”} prior to commencing any projects.

### 2. Contractor's Staff

- a. The Contractor will, unless otherwise agreed by {“trade name or company name”}, deliver the Services through Techable Information Solutions and must obtain {“trade name or company name”}'s written consent prior to engaging any other staff to provide the Services.
- b. The Contractor and any agreed staff must act strictly in accordance with the standards required by {“trade name or company name”}; and the Contractor must keep {“trade name

or company name"} fully informed of any problems or issues arising in the course of its duties.

- c. Non-adherence to clause 2.a will result in automatic dismissal and may be subject to legal action due to a breach in confidentiality as per clause 13 of this contract.

### 3. Engagement

- a. The Contractor will start providing the Services from {agreed start date} ("the Start Date") and the Contractor's engagement will continue until terminated in accordance with clause 9 of this Contract.

### 4. Additional Contractor Obligations

- a. The Contractor will provide the Services as requested by {"trade name or company name"}, within the time frames and to the standards reasonably specified by {"trade name or company name"}, and subject to the availability of the Contractor.
- b. The Contractor must make itself reasonably available to provide the Services. However, the Contractor will not be in breach of this contract because it is not available on a particular day.
- c. Whilst the Contractor is engaged by {"trade name or company name"} under this Contract, the Contractor must not, and must ensure that its staff do not, without the prior written agreement of {"trade name or company name"}, provide any services which are the same as or similar to the Services to entities:
  - i. that are clients or customers of {"trade name or company name"} with work in progress or retained at the date of this contract; or
  - ii. that are clients or customers of {"trade name or company name"} with whom the Contractor had material dealings during and after twelve (6) months of the date of this contract.

### 5. Service Fee

- a. Subject to clause 5.b, {"trade name or company name"} will pay the Contractor a fee for providing the Services ("the Fee"). The Fee is to be paid in accordance with Schedule 1 of this Contract.
- b. The Contractor will invoice {"trade name or company name"} at the start of each calendar month for any work performed during the previous calendar month.
- c. {"trade name or company name"} will make payment of all sums in the invoice within seven (7) days of receiving the invoice.
- d. The Contractor agrees that payment of the Fee constitutes full payment for the provision of the Services.
- e. In addition to the Service Fee, {"trade name or company name"} shall comply with all other obligations in respect of the service agreement of the Contractor.

### 6. Expenses

- a. The Contractor will be entitled to be reimbursed for any out of pocket expenses incurred in connection with the provision of the Services, subject to Schedule 1 clause 2.a.
- b. The Contractor will be solely responsible for and solely bear:
  - i. the payment to the Contractor's employees, contractors and agents of remuneration and benefits including salaries and wages, annual leave, sick leave, superannuation, long service leave and all other benefits to which any of them may be entitled under any contract of service or contract for service with the Contractor or under any award, industrial instrument, statute or common law;

- ii. the payment of all taxes and duties in respect of such remuneration and benefits; and
- iii. compliance with, and costs of compliance with, all other statutory, award or other legal or contractual requirements with respect to the Contactor's employees, contractors or agents.

## 7. Nature of Relationship

- a. The Contractor is engaged by {"trade name or company name"} as a part-time permanent contractor and nothing in this Contract constitutes the Contractor as agents, directors or partners of {"trade name or company name"}.
- b. The Contractor have no authority to incur, and will not incur, any obligation on behalf of {"trade name or company name"} except with the prior written approval of {"trade name or company name"}.
- c. The Contractor acknowledges {"trade name or company name"} policies and processes.
- d. The Contractor acknowledges a three (3), six (6) and twelve (12) month review on performance and outputs.
- e. Notwithstanding clause 9 of the contract, the Contractor is engaged by {"trade name or company name"} under the terms of this contract for a minimum period of (3-12) months at which point either party can request a review of contract terms.
- f. The Contractor acknowledges a trial period of (3) three months from the commencement of engagement with {"trade name or company name"}.
- g. The Contractor acknowledges that, if required, {"trade name or company name"} is able to extend the trial period for a further (3) three months during the performance review.
- h. The Contractor acknowledges that during the trial period, {"trade name or company name"} is able to terminate the Contract if performance is not to the standard expected.

## 8. Suspension with Notice

- a. The Contractor may suspend the provision of the Services at any time for any reason by giving {"trade name or company name"} four (4) weeks prior notice in writing.

## 9. Termination with Notice

- a. The Contractor will provide the Services for the length of time stipulated by {"trade name or company name"} and within Schedule 1.
- b. {"trade name or company name"} or the Contractor may terminate the engagement of the Contractor and this Contract at any time for any reason by giving the other party four (4) weeks prior notice in writing, once outside the trial period.
- c. Notwithstanding clause 9.a, {"trade name or company name"} or the Contractor may terminate this Contract at any time without notice if either {"trade name or company name"} or the Contractor commit any material breach of this Contract.
- d. If the Contractor has been provided with hardware purchased by {"trade name or company name"} during the course of service delivery, the Contractor must return said hardware, in good working order, back to {"trade name or company name"} prior to payment of the final Contractor invoice.

## 10. Confidentiality

- a. For the purpose of this Contract, "Confidential Information" means all information concerning:
  - i. {"trade name or company name"} and its lists of clients and suppliers;

- ii. {"trade name or company name"}'s trade secrets; and
  - iii. other information designated as confidential by {"trade name or company name"} or by any customer of {"trade name or company name"}, which the Contractor receives, becomes aware of, develops, creates or generates in the course of or in incidental to the operation of this Contract.
- b. The Contractor agrees and warrants:
  - i. subject to clause 10.c, it will not, either during the operation of this Contract or at any time thereafter use or disclose to any person or entity any of the Confidential Information;
  - ii. it will hold the Confidential Information in trust and confidence; and
  - iii. it will use its best endeavours to prevent the unauthorised use or disclosure of any of the Confidential information by third parties.
- c. The Contractor must take all reasonable precautions to prevent any unauthorised disclosure of Confidential Information, including the following precautions:
  - i. the Contractor must at all times store all Confidential Information safely and securely;
  - ii. the Contractor must immediately notify Step Change in writing of any actual, threatened or suspected unauthorised disclosure of any Confidential Information; and
  - iii. the Contractor must take all reasonable measures to minimise any unauthorised dissemination of any Confidential Information which is in any way related to or resulting from an act or failure to act by the Contractor.

## 11. Intellectual Property

- a. The Contractor shall be entitled to use the intellectual property of {"trade name or company name"} during the term of this Contract for the delivery of Services to {"trade name or company name"}'s clients only. For the avoidance of doubt, the Contractor must not use the intellectual property of {"trade name or company name"} for any other purpose or with any of the Contractor's other clients without the prior written approval of {"trade name or company name"}.
- b. The Contractor acknowledges and agrees that {"trade name or company name"} owns all intellectual property in connection with the Services, that now exists or that later comes into existence. The Contractor indemnifies {"trade name or company name"} in relation to any liabilities incurred or losses suffered by {"trade name or company name"} as a result of a breach of this clause.
- c. At all times including at the termination of this Contract all intellectual property of {"trade name or company name"} will remain the property of {"trade name or company name"}.
- d. Use of {"trade name or company name"} intellectual property by the Contractor and representatives which has not been approved in writing prior to use will result in legal action to which the Contractor and representatives will be held liable for.

## 12. Dispute

- a. If a dispute arises in any way in connection with this Contract, whether before or after the completion or determination of this Contract, then the parties must give the other written notice of that dispute, within 14 days of that notice the parties must refer the matter to a mediator who is independent of the parties and appointed by agreement of the parties.

## 13. Privacy

- a. The Contractor will, and will ensure that its staff will, comply with all privacy obligations under any law or regulation.

## 14. Assignment

- a. Neither party may assign this Contract without prior written consent of the other party.

## 15. No Waiver

- a. Failure or omission by {"trade name or company name"} at any time to enforce or require strict or timely compliance with any provision of this Contract will not affect or impair that provision, or the right of {"trade name or company name"} to avail itself of the remedies it may have in respect of any breach of a provision, in any way.

## 16. Severability

- a. Any provision of this Contract, which is or becomes illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability and will not invalidate the remaining provisions.

## 17. Variation

- a. This Contract may not be changed or modified in any way after it has been signed except in writing signed by or on behalf of all the parties.

## 18. Governing Law

- a. This Contract is governed by, takes effect and will be construed in accordance with the country laws of Australia, and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Australia.

## 19. Survival

- a. If this Contract is terminated for any reason such termination will not affect any accrued rights or liabilities of either party nor will it affect the coming into force or the continuance in force of any provision of this Contract (in so far as it imposes obligations on the Contractor) which is expressly or by implication intended to come into force or continue on or after the termination.

## 20. Counterparts

- a. This agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one agreement.

## Schedule 1

### 1. Fees

The parties agree that the Contract is to be paid based on the following Fee rates:

- a. a standard rate of (\$20-\$23 AUD) per hour for part-time engagement {specify total hours contracted}.
- b. payment of fees will be transferred via TransferWise / direct bank deposit unless alternative arrangements are agreed upon by both parties, in writing. The Contractor's AU bank details including account holder name and number, BSB code, and address will be disclosed in the final contract and monthly invoice.

### 2. Expenses

- a. The Contractor will be entitled to reimbursement of any expenses incurred in relation to the delivery of Services provided that these expenses are pre-costed and estimated to be reimbursed to {"trade name or company name"} by the Client.
- b. Reimbursement of all other expenses requires a written approval from an authorised representative of {"trade name or company name"} prior to the expenditure taking place.

# Contract for Services

## Execution

**Executed** as a contract

**Executed by { Company Name }:**

Executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: { Company Name }

REG NO: xxxxxxxxxxxx

Signature of authorised person:

Name of authorised person:

Office held:

{Signature}

**Executed by TECHABLE INFORMATION SOLUTIONS:**

Executed on behalf of the entity named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Individual: Anthea Carlyn Caro

Tax Identification Number: 311-027-781-000

Signature of authorised person:

Name of authorised person: Anthea Carlyn Caro

Office held: Senior Client Success Executive

{Signature}