

# INDEPENDENT SUPPORT WORKER SERVICE AGREEMENT

Location: \_\_\_\_\_ Effective Date: \_\_\_\_\_

## Parties:

Name of Support Worker: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

Name of Client: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## 1. Engagement and Services:

The Support Worker agrees to provide personal support and care services to the Client as described in the attached Schedule of Services. Services will be delivered with due care, skill, and professionalism, respecting the Client's rights, dignity, and privacy.

## 2. Term of Agreement:

This Agreement commences on the Effective Date and continues until terminated by either party in accordance with Clause 11 herein.

## 3. Independent Contractor Status:

The Support Worker is engaged as an independent contractor and not as an employee. Nothing in this Agreement creates an employment, partnership, agency or joint venture relationship between the parties. The Support Worker is responsible for all taxes, superannuation, and statutory obligations.

## 4. Compliance with Laws and Policies:

The Support Worker must comply with all applicable Australian laws, including but not limited to workplace health and safety, privacy, and anti-discrimination laws, as well as the Client's policies and reasonable directions related to the provision of services.

## 5. Confidentiality and Privacy:

The Support Worker shall maintain the confidentiality of all Client information and not disclose such information to third parties without prior written consent, except as required by law.

## 6. Fees and Payment:

The Client agrees to pay the Support Worker fees as set out in the attached Schedule of Fees. Payment terms are net 14 days from the date of invoice unless otherwise agreed in writing.

## 7. Insurance:

The Support Worker is responsible for maintaining adequate insurance, including public liability and professional indemnity insurance, and shall provide evidence of such insurance upon request.

**8. Equipment and Safety:**

The Support Worker shall use their own equipment unless otherwise agreed. Both parties agree to ensure a safe working environment and comply with all relevant safety requirements.

**9. Termination:**

Either party may terminate this Agreement by giving 14 days written notice. Termination may also occur immediately for serious breaches or unlawful conduct.

**10. Dispute Resolution:**

In the event of a dispute arising under this Agreement, the parties agree to attempt to resolve the matter through good faith negotiations before pursuing formal legal action.

**11. Governing Law and Jurisdiction:**

This Agreement is governed by the laws of the Commonwealth of Australia and the laws of the relevant State or Territory. The parties submit to the exclusive jurisdiction of the courts of that jurisdiction.

**12. Privacy and Data Protection:**

The parties agree to comply with the Privacy Act 1988 (Cth) and any other applicable data protection legislation, and to keep all personal information secure and confidential.

**13. Entire Agreement:**

This Agreement, including any attached Schedules, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements.

**14. Amendments:**

Any amendments or variations to this Agreement must be in writing and signed by both parties to be effective.

**15. Severability:**

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

**SUPPORT WORKER'S SIGNATURE**

**CLIENT'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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