

SUBCONTRACTOR AGREEMENT

Location: _____ Date: _____

Parties:

Principal (Client): _____

Subcontractor: _____

Contact Details:

Address (Principal): _____

Phone/Email (Principal): _____

Address (Subcontractor): _____

Phone/Email (Subcontractor): _____

Scope of Work:

Subcontractor agrees to perform the work and supply the materials described in Schedule A attached hereto and incorporated herein by reference (the “Work”). Subcontractor shall perform the Work in a professional and workmanlike manner, consistent with industry standards and in accordance with all applicable laws, regulations, and codes in Australia.

Term and Completion:

The term of this Agreement shall commence upon execution by both parties and shall continue until completion of the Work unless terminated earlier as provided herein. Subcontractor shall complete the Work in accordance with the schedule set forth in Schedule B.

Contract Price and Payment:

The Principal agrees to pay Subcontractor the total sum set forth in Schedule C (the “Contract Price”) for completion of the Work. Payments shall be made in accordance with the payment schedule set forth in Schedule C. All payments are inclusive of GST.

Variations:

Any variation to the Work or Contract Price must be agreed upon in writing by both parties prior to implementation. Such variations shall be documented in a Variation Order signed by both parties.

Subcontractor's Obligations:

Subcontractor shall: (a) comply with all relevant Australian laws, regulations, and codes including workplace health and safety laws; (b) obtain all necessary licenses, permits, and approvals; (c) maintain adequate insurance coverage including public liability and workers’ compensation; (d) keep the work site safe and clean; and (e) be responsible for the acts and omissions of Subcontractor’s employees, agents, and subcontractors.

Principal's Obligations:

Principal shall: (a) provide access to the work site; (b) make payments in accordance with this Agreement; and (c) provide all information reasonably required by the Subcontractor to perform the Work.

Termination:

Either party may terminate this Agreement by written notice if the other party breaches any material term and fails to remedy the breach within fourteen (14) days of receipt of written notice specifying the breach. Termination shall be without prejudice to any rights or remedies accrued prior to termination.

Indemnity and Liability:

Subcontractor indemnifies and holds harmless the Principal and its officers, employees, and agents against all claims, damages, losses, and expenses arising out of or resulting from the performance of the Work, except to the extent caused by the Principal's negligence or willful misconduct. Liability of either party shall be limited to direct damages only and excludes consequential or indirect damages.

Insurance:

Subcontractor shall maintain insurance policies with reputable insurers, including public liability insurance with minimum coverage of AUD 10,000,000 and workers' compensation insurance as required by law. Certificates of insurance shall be provided to the Principal upon request.

Confidentiality:

Both parties agree to keep confidential all information obtained in connection with this Agreement, except as required by law or with prior written consent of the other party.

Dispute Resolution:

The parties agree to attempt to resolve any disputes arising under this Agreement by negotiation. If unresolved, the dispute shall be referred to mediation before commencing legal proceedings. This Agreement is governed by the laws of Australia.

Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia. The parties submit to the exclusive jurisdiction of the courts of the relevant state or territory.

Entire Agreement:

This Agreement, together with all Schedules and annexures, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

Amendments:

No amendment or variation of this Agreement shall be valid unless in writing and signed by both parties.

Notices:

All notices under this Agreement shall be in writing and delivered by hand, registered post, or electronic mail to the addresses specified herein or as otherwise notified in writing.

Severability:

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

PRINCIPAL'S SIGNATURE

SUBCONTRACTOR'S SIGNATURE

Signature: _____

Signature: _____

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