



This template is for use with contractors who want to supply workers to your business.

It is a short form contract that you can use to help protect both your business from risk of non-compliance and overseas workers from exploitation.

For more information, please refer to the NFF's Sustainable Employment Initiative, which includes these simple easy to use downloads:

- [Sustainable Agricultural Employment Guiding Principles & Checklist](#)
- [Sustainable Labour Contracting Guiding Principles & Checklist](#)

This template contract is not intended to be used as a substitute for legal advice. You should seek legal advice to ensure that any contracts entered into are appropriate to the business to which they apply.

SHORT FORM TEMPLATE

AGREEMENT TO SUPPLY LABOUR

For use with contractors who will supply labour to your business

DATED:

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BETWEEN: [INSERT BUSINESS NAME] ABN [INSERT ABN] of [INSERT ADDRESS], NEW SOUTH WALES, [POSTCODE], AUSTRALIA (**the Business**);

AND [INSERT BUSINESS NAME] ABN [INSERT ABN] of [INSERT ADDRESS], NEW SOUTH WALES, [POSTCODE], AUSTRALIA (**the Contractor**).

1. INTRODUCTION

- 1.1. The Business is a business engaged in food and/or fibre production in Australia.
- 1.2. The Business wants to engage a contractor to perform the work described in Item 1 of Schedule One (the Contract Services).
- 1.3. The Contractor agrees to perform the Contract Services in accordance with this Agreement.

2. THE ENGAGEMENT

- 2.1. The Contractor will provide enough workers who are ready, willing and able to undertake the work required and have the requisite level of skill, knowledge and competence to perform the Contract Services during the period specified in Item 2 of Schedule One (**the Contract Period**).
- 2.2. This Agreement operates from the date specified in Item 5 of Schedule One (**Commencement Date**) and terminates at the end of the Contract Period unless terminated earlier under clause 9.
- 2.3. This Agreement cannot be delegated or assigned to any other party without the express agreement in writing of the parties.

3. PAYMENT TERMS

- 3.1. Unless otherwise expressly stated, the Business will pay the Contractor the sum (**the Fee**) set out in Item 3 in Schedule One within 14 days of receipt of:
 - 3.1.1.a valid tax invoice for the supply of the Contract Services;
 - 3.1.2.a completed Contractor Declaration Form (see Schedule Two).
- 3.2. The Fee includes any applicable Goods and Services Tax (GST).

4. CONTRACTOR OBLIGATIONS AND WARRANTIES

- 4.1. The Contractor agrees and warrants that the Fee is sufficient to cover all of the Contractors' costs associated with the employment of labour in connection with the Contract Services (as envisaged by clause 4.3) as and when those costs become due and payable.
- 4.2. The Contractor warrants that all information provided to the Business during or in connection with the Contract Services is accurate, current and complete at the time at which it is provided, including but not limited to information about its workplace policies and practices and compliance with its obligations under this Agreement.

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- 4.3. The Contractor must comply with all applicable legal obligations in relation to the employment and/or supply of labour under this Agreement, including under the *Fair Work Act 2009* and associated regulations, work, health and safety (WHS) law and migration law. This includes ensuring that all persons engaged to perform the Contract Services have a legal right to work in Australia.

5. TERMINATION

Either party may terminate this Agreement at any time without cause by giving to the other party thirty (30) days prior written notice. Notice of termination is not required where the Agreement terminates in the ordinary course at the end of the Contract Period.

6. DISPUTE RESOLUTION PROCEDURE

In the event of a dispute arising between the parties under or arising from this Agreement, the parties will use their best endeavours to resolve the dispute between them. If no agreement can be reached, the parties agree that they will not commence legal proceedings until both parties have had a reasonable opportunity to seek independent advice and make a final proposal to resolve the dispute.

SIGNATORIES

| | |
|--|--|
| SIGNED BY [INSERT BUSINESS NAME] ABN [INSERT ABN] in the presence of: Signature of witness: Print Name: | Director: Print name: Director/Secretary:..... Print name: |
| SIGNED BY [INSERT BUSINESS NAME] Pty Ltd ABN [INSERT ABN] in the presence of: Signature of witness: Print Name: | Director: Print name: Director/Secretary:..... Print name: |

SCHEDULE ONE

| Item | Description | Detail |
|------|--------------------------|--|
| 1 | Contract Services | Insert description of services to be provided by the Contractor |
| 2 | Contract Period | <p>Either:</p> <p style="text-align: center;">From / / to / /</p> <p>Or:</p> <p>From the Commencement Date until all crops are harvested</p> <p>Or:</p> <p>From the Commencement Date until [describe the point when the task will be complete]</p> <p>Or:</p> <p>From the Commencement Date until terminated in accordance with this Agreement</p> |
| 3 | Fee | Describe the agreed fees, inclusive of GST |
| 4 | Payment terms | Describe the agreed payment terms (e.g. 14 days after receipt of a valid tax invoice; on completion of specified milestones, etc) |
| 5 | Commencement date | <Insert the date on which this Agreement will commence operating> This may be before the beginning of the Contract Period. |

SCHEDULE TWO

CONTRACTOR DECLARATION FORM

To accompany tax invoices issued seeking payment for Contract Services

Contractor Business Name: ABN:.....

Period from / / to / /

| | |
|--|----------|
| Worker entitlements | |
| All employees performing the Contract Services during the period above have a legal right to work in Australia | Yes / No |
| All employees performing the Contract Services during the period above have received: | |
| • Fair Work Information Statement | Yes / No |
| • Contact name and telephone number for queries about their employment, safety and/or visas | Yes / No |
| • Letter of offer / contract of employment; | Yes / No |
| • Written piecework agreement if applicable; | Yes / No |
| • Copies of any policies applicable to work at locations where the Contract Services have been performed; and | Yes / No |
| • Information about how to access further information including the Fair Work Ombudsman's website and the Fair Work Infoline 13 13 94. | Yes / No |
| All employees have been given their employment entitlements: | |
| • under the National Employment Standards (leave entitlements, notice of termination, redundancy pay etc) | Yes / No |
| • under the modern award or enterprise agreement (wages, loadings, penalties, allowances etc) | Yes / No |
| All employees are covered by relevant insurance including workers compensation insurance | Yes / No |
| Date employee entitlements were last paid: | Yes / No |
| Date employee entitlements are paid up to: | Yes / No |
| Pay slips were provided to all employees within one working day of payment | Yes / No |
| Pay slips include all information required by the <i>Fair Work Act 2009</i> and regulations | Yes / No |
| Any deductions from wages made during the period above were authorised by the individual concerned and are reasonable in the circumstances | Yes / No |
| Any accommodation provided to employees is safe, clean and fit for purpose | Yes / No |
| Any charges for transport, accommodation or other benefits must be in accordance with the applicable modern award or enterprise agreement or otherwise at fair market rates | Yes / No |
| All employees performing the Contract Services are free to leave their employment at any time on the giving of notice and the Contractor does not hold any deposit or identity papers belonging to employees | Yes / No |
| No employees have been asked to pay the Contractor or another party to find work for them | Yes / No |

Initial: _____

SCHEDULE TWO

CONTRACTOR DECLARATION FORM

To accompany tax invoices issued seeking payment for Contract Services

Contractor Business Name: ABN:.....

Period from / / to / /

| Regulatory compliance | |
|--|----------|
| Employee records: | |
| • are kept for at least seven (7) years; | Yes / No |
| • are legible, in English, and readily accessible for inspection; | Yes / No |
| • contain details required by the <i>Fair Work Act 2009</i> and regulations | Yes / No |
| The business is in a position to pay its debts as and when they fall due, including all employee entitlements, insurances and superannuation | Yes / No |

Information about employee entitlements, including modern awards and the Fair Work Ombudsman's pay tools and award-specific pay guides to calculate minimum pay rates under relevant awards can be found on the [Fair Work Ombudsman's website www.fairwork.gov.au](http://www.fairwork.gov.au).

Name: _____ Position: _____

Date: _____

Initial: _____