

## Subcontract Agreement [Template Only]

[Company LETTERHEAD / LOGO HEADER]

(Date)

Name  
Address  
Address

Dear *(subcontractor name)*

### Subcontract agreement

Further to my *[correspondence / discussion with you]* on *[insert date]* I am pleased to confirm an the subcontract agreement with [Company name].

The enclosed employment agreement sets out the terms and conditions of agreement that shall apply to each engagement period if you accept this offer. A copy of your position description is also attached.

If you wish to accept this offer, please return a signed copy of the agreement.

Congratulations once again. We look forward to your joining the team.

Yours sincerely,

(Manager Name)  
(Manager Title)

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Subcontractor's Signature

## **1. Parties**

This Agreement is made between:

*[Insert Company Name] of [insert Company address] in the State of [insert State] (the Company);*  
and

*[insert name of subcontractor] of [insert subcontractor's residential address] (the Subcontractor).*

## **2. Appointment and Term**

- 2.1 The Company appoints you, and you agree to serve, in the position of *[insert position title]*.
- 2.2 You are employed as a subcontractor. As a subcontractor, you are not guaranteed any number or allocation of working hours; instead, you may be requested to work on an occasional basis, based on the Company's needs, which may change from time to time. This employment agreement (the Agreement) sets out the terms and conditions of employment that shall apply to each engagement period that you work, from the commencement date of this Agreement.
- 2.3 The location of your work shall be at *[insert location]*, or such other location as directed by the Company. You may be required to undertake travel as part of your duties.
- 2.4 The terms and conditions of your employment shall be governed by the National Employment Standards in the *Fair Work Act 2009* (Cth).

## **3. Hours**

- 3.1 You may be rostered to work on any day of the week, Monday to Sunday.

## **4. Remuneration and Allowances**

- 4.1 For all ordinary hours of work, you shall be paid *[weekly/fortnightly/monthly]* the hourly rate of *[\$ insert amount]*.
- 4.2 Your rate of pay in clause 4.1.
- 4.3 You shall be entitled to any applicable penalty rates, overtime rates or allowances appropriate to a subcontractor in accordance with the Award.
- 4.4 The Company shall make superannuation payments on your behalf in accordance with its statutory obligations (as amended from time to time). Payments shall be made into a preferred fund selected by the Company or a complying superannuation fund of your choice

## **5. Duties and Responsibilities**

- 5.1 You shall be provided with an outline of your duties immediately prior to or on commencement of your employment. The outline is not intended to be an exhaustive list of the duties you may be required to perform, rather an indication of the kinds of duties that fall within the scope of the position.
- 5.2 You also have general duties to:
  - a) report to your *[supervisor/manager]* or to such other person as the company may require or direct from time to time;
  - b) serve the Company faithfully and diligently;

- c) act in the Company's best interests at all times;
- d) refrain from acting, or being seen to act, in conflict with the Company's best interests;
- e) comply with reasonable directions given to you by the Company;
- f) exhibit a professional and courteous attitude when dealing with the Company, its customers, subcontractors, suppliers and other members of the public;
- g) perform the duties assigned to you to the best of your abilities and knowledge;
- h) ensure you are performing solely work related activities in work time; and
- i) comply with all reasonable requests to perform any additional duties.

## **6. Company Policies and Procedures**

### **6.1 You acknowledge and agree:**

- a) that you shall comply with all Company policies in place from time to time;
- b) the Company may at any time review, implement, vary and/or terminate policies at any time at its sole discretion.
- c) the Company's policies do not form part of your contract of employment; and
- d) failure to comply with the Company's policies may result in disciplinary action, up to and including dismissal.

## **7. Termination of Employment and this Agreement**

- 7.1 Either party may terminate a period of engagement by giving 1 hour's verbal or written notice (or, in the case of the Company, 1 hour's payment in lieu of notice), provided that you shall not be paid for less than 2 hours for any shift which is terminated by the Company.
- 7.2 Either party may terminate this Agreement at any time, provided that where the termination is affected during a engagement period, at least 1 hour's notice (or, in the case of the Company, payment in lieu) is given in accordance with clause 7.1.
- 7.3 Notwithstanding any other provisions of this Agreement, in cases of serious misconduct the Company may dismiss you without giving notice or making payment in lieu of notice.

## **8. Confidentiality**

- 8.1 You must not, at any time during or after the termination of this Agreement, for any reason, directly or indirectly disclose or use (or attempt to disclose or use) any Confidential Information for your own benefit or the benefit of any other person or entity.
- 8.2 This restriction does not apply to information that is:
  - a) used or disclosed in the proper course of you performing your duties for the Company;
  - b) used or disclosed with the Company's prior written consent;
  - c) required by law to be disclosed; or
  - d) in the public domain, other than through your breach of this Agreement.

## **9. Severability and Entire Agreement**

- 9.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior understanding or agreements whether oral or in writing. Any amendment to the Agreement must be agreed to in writing by the parties.

9.2 Should part of this Agreement be deemed illegal or unenforceable it shall be severed from the Agreement and shall not affect the enforceability of the remaining parts of the Agreement.

**EXECUTED as an Agreement**

**SIGNED by Subcontractor Name  
Name**

**SIGNED for and on Behalf of Company**

Signature:

Signature of  
Company

Date:

Name (Print):

Date: