AU-SGAbsv05

Secretary or administrative assistant: terms and conditions

This agreement is dated: [date]

The Client is: [name]

Of [address] (“the Client”), [a company registered in Australia, ACN [number] and all references to “he”, “him” [redacted] , [redacted]]

The Contractor is: [name]

Of [address] ("the Contractor") [a company registered in Australia, ACN [number] and all references to “he”, “him” [redacted] , [redacted]]

The background to this agreement is that the Client has need of a self-employed independent contractor to provide or to arrange for the provision of Clerical Services in his office at the address given above and the Contractor is able and willing to provide or to arrange to provide those [redacted] [[redacted] [[redacted]] [redacted]].

It is now agreed as follows:

1. Definitions:

The following definitions apply in this agreement:

"Clerical Services"	means the services described in paragraph 2;
“Confidential Information”	means all information about the parties’ respective businesses,
"Remuneration"	means the remuneration described in paragraph 3;
"Working Week"	means the period beginning [redacted] [[redacted]].

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2. The contract work - Clerical Services

2.1. The Client has an office at the address given above, for the [redacted] [[redacted]]. [redacted] "[redacted]" [redacted]:

2.1.1 office management, subject to [redacted], [redacted], [redacted];

2.1.2 typing and computer management;

2.1.3 dealing with [redacted]-[redacted]-[redacted];

2.1.4 arranging for office and window cleaning services;

2.1.5 filing and archiving of documents;

2.1.6 record-keeping [redacted]-[redacted];

2.1.7 telephone-answering and [redacted];

2.1.8 photocopying documents and maintaining the photocopying machine;

2.1.9 ensuring that the Client's policies of insurance in relation [redacted], [redacted];

2.1.10 undertaking any [redacted], [redacted]

2.1.11 such other tasks [redacted] 'clerical [redacted].

2.1.12 [more...]

2.2. The Contractor agrees, that, subject to the payment of remuneration [redacted] 3, [redacted], [redacted], [redacted].

2.3. The Contractor may:

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2.3.1 perform these Clerical Services himself, or

2.3.2 arrange with any [redacted], [redacted]

2.3.3 enter into as many contracts [redacted].

2.3.4 The Contractor shall not disclose to any person, during the contract or after its termination, any information [redacted], [redacted], [redacted].

2.4. As provided above, nothing in this agreement is intended to form a contract of [redacted], [redacted], [redacted].

2.5. The Contractor is alone responsible for all taxes arising [redacted].

3. The rate of remuneration and hours to be worked

3.1. In consideration of the provision by the Contractor of the Clerical Services, as described above, the Client shall [redacted], [[redacted] / [redacted]] [redacted] [[redacted]] [redacted], [redacted] ([redacted]) [redacted].

3.2. The days and hours to be worked in any week shall be agreed between the [redacted].

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4. Confidentiality

4.1. The parties are both aware that from [redacted].

4.2. They now undertake for themselves and every employee or sub-contractor whose services they may use both [redacted] ([redacted]) [redacted].

4.3. Without prejudice to the generality of the rest of this paragraph, the [redacted].

4.4. The parties hereby undertake to the other to make all relevant employees agents and sub- [redacted].

5. Limitation of liability

5.1. [redacted] ([redacted]) [redacted]:

5.1.1 [redacted]; [redacted]

5.1.2 [redacted].

5.2. [redacted], [redacted] ‘ [redacted].

5.3. [redacted]

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[12] .

5.4. , ( ) .

5.5. .

6. Termination

6.1. .

6.2. , .

7. Entire understanding

. , , , , .

8. Goods and Services Tax

[/ :].

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9. Miscellaneous matters

9.1. [redacted], [redacted].

9.2. [redacted], [redacted].

9.3. [redacted], [redacted], [redacted], [redacted]. [redacted], [redacted].

9.4. [redacted].

9.5. [redacted], [redacted], [redacted].

9.6. [redacted]-[redacted].

It shall be deemed to have been delivered:

[redacted]: [redacted];

[redacted]: [redacted] 72 [redacted];

[redacted]-[redacted]-[redacted]: [redacted] 24 [redacted]-[redacted]. [[redacted]-[redacted]. [redacted], [redacted]

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[redacted].

9.7. [redacted], [redacted] [redacted] [redacted] [redacted].

Signed by [signatory name]

For and on behalf of the Client

Signed by [signatory name]

For and on behalf of the Contractor

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Explanatory notes:

Secretary or administrative assistant: terms and conditions

General notes:

1. A key matter for a contract of this nature is to avoid an arrangement intended by the parties to be one of a contract for services being treated by the Australian Taxation Office as a contract of service, which is an employment contract. One fairly certain way to avoid this unintended effect is for the “self employed” person to interpose a limited company between himself and [redacted].

2. If one of the purposes of this document is to establish the fact of the contractor’s self employment, as many of the provisions [redacted].

3. Because there are so many possible variations in the arrangements possible, we have not sought to influence you in what should or should not be included in this agreement. So long as the [redacted].

4. No provision has been made for the contractor to pay to the client any tax and other contributions demanded by the Australian Taxation Office. In the event of a demand being made we are of the view that such a provision would [redacted].

Paragraph specific notes:

Note: numbering refers to paragraph numbers.

1. Definitions

We have no comment.

2. The contract work – clerical services

2.3 This is the most important provision so far as creation of the contract for services is concerned as it provides that the contractor may provide the services through another person; whereas in a contract for service, the employee is personally [redacted]

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[redacted]

3. The rate of remuneration and hours to be worked

This paragraph is something of a menu. Decide what are your terms and select or edit to fit what you want. The terms are flexible [redacted]

4. Confidentiality

You may not need this paragraph at all. We have included it because a business has so many secrets which could easily be stolen that some safeguard is sensible. [redacted]

5. Limitation of liability

As drawn, the contractor's liability is very limited. The extent to which he is able [redacted]

It is likely that a client will [redacted]

By all means edit as you require.

6. Termination

This paragraph deals with the typical terms of termination [redacted]

7. Entire understanding

This paragraph prevents a party [redacted]

We suggest no edits.

8. Goods and Services tax

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We make clear that the contractor is self [redacted]. [redacted]? [redacted]. [redacted].

Clients [redacted].

9. Miscellaneous matters

A number of special points. We have identified each of these as important [redacted]. [redacted], [redacted]. [redacted]. [redacted].

End of notes

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