



## **ACECQA Register of Contractors and Consultants 2019-20**

### **Contractor / consultancy agreement terms and conditions**

All contractors and consultants will be engaged using the ACECQA short form contractor / consultancy agreement in accordance with the following key terms and conditions:

- The Agreement does not constitute a contract of employment and nothing in the Agreement constitutes or deems you to be our employee, agent, or partner.
- The agreed price of individual projects or pieces of work will be negotiated and agreed between you and ACECQA once an offer to undertake a project or piece of work is made.
- In any circumstances where you have access to our place of business, you will comply with all directions regarding access to and safety, security and protection of all assets, materials, persons, documentation and information that you may directly or indirectly encounter.
- You are solely responsible for the payment to your employees and agents of all amounts due by way of salary, superannuation, annual leave, long service leave and any other benefits to which they may be entitled as your employees and to otherwise comply with the legislation and industrial awards which are applicable to your employees.
- If you are a 'relevant employer' under the Workplace Gender Equality Act 2012 (Cth) (WGE Act), you must provide us with a current letter of compliance from the Workplace Gender Equality Agency. If we receive notification of non-compliance with the WGE Act from you then we may be required to provide details of that non-compliance to the Australian Government.
- You must comply with relevant State and Territory laws relating to working with children and vulnerable people (Relevant Laws). Upon request, you must provide us with a report that details your compliance with Relevant Laws including evidence of that compliance. You must immediately notify us if you become aware of a breach of your obligations under Relevant Laws.
- You may be asked to consent to a national police check.
- You will maintain and ensure currency of the following insurances:
  - a) workers' compensation insurance as required by law in New South Wales or any other jurisdiction in which you may be engaged by us;

- b) where workers' compensation insurance referred to in paragraph (a) is not available or cannot be obtained, equivalent personal injury insurance;
  - c) public liability insurance to \$5m; and
  - d) professional indemnity insurance to \$5m.
- Intellectual Property in all material created under the contract vests or will vest in us.
  - You will agree to comply with the statutory obligations regarding confidentiality, information, records and privacy under the Education and Care Services National Law.
  - You further agree to comply at all times with the Australian Privacy Principles contained in the Privacy Act 1988 (Cth) in the same way and extent as we are required to comply had we been responsible for performing the act or practice concerned.
  - You will fully indemnify us and keep us indemnified against any breach of any clause of this Agreement and any claim, action, damage, loss, cost, expenses or payment resulting from any act or omission done or made by you or your employees or agents in the performance of your obligations under this Agreement.
  - You agree to assist us with any review or request relating to the performance of the Services at any time. This includes providing information or documents created by you or in your possession in relation to the performance of the Services and access to your directors, officers, employees, contractors, agents or workers. Both parties may agree on the additional fees we will pay you for providing any Services required by this Clause.
  - You acknowledge and understand that we are funded by the Australian Government. Therefore, your details may be made available to the Australian Government on their request and your name may be publicly disclosed by the Australian Government in relation to performing services on behalf of us.