

Independent Contractor Agreement

Between Sample Trading Pty Ltd (ABN 51 824 753 556) and J. Nguyen Electrical

Version 1 · Updated 2026-09-18

1. The parties and the engagement

This agreement is made between Sample Trading Pty Ltd, ABN 51 824 753 556 (we, us, our) and J. Nguyen Electrical, ABN 51 824 753 556 (you, your).

We engage you to provide the services set out below, starting on 1 October 2026. The engagement is due to finish on 1 October 2026, and may be extended if we both agree in writing. There is no promise of ongoing or minimum work. Each job is accepted when you confirm it, and you may decline work we offer.

2. The work

You agree to provide the following: Supply and install of counter joinery and associated electrical to the plans dated 1 October 2026.

You agree to do the work to a proper trade or professional standard, to comply with any law, code, standard or licence that applies to it, and to hold and keep current every licence, registration or ticket the work requires. You will tell us straight away if a licence lapses or is cancelled. We are buying a completed result, not your time as such, and you are responsible for the quality of what you hand over.

3. You are an independent contractor, not an employee

You provide the services as an independent business. This agreement does not create employment, a partnership or an agency. You are not entitled to annual leave, personal leave, long service leave, paid public holidays, redundancy pay, notice of dismissal or any other employee entitlement, and no part of your fee is paid as those entitlements.

You decide how, and largely when, the work gets done, so long as you meet the agreed dates and site requirements. You may work for other people at the same time, including our competitors, provided you keep our confidential information confidential. You may arrange for a suitably qualified and insured person to do the work in your place, and if you do you remain responsible to us for it and for their conduct, insurance and payment. Labels do not decide this question. If the way we actually work together starts to look like employment, we both agree to review this agreement and fix it.

4. Tax, GST and superannuation

You are responsible for your own income tax, GST, and your own insurances. You will invoice us with a valid tax invoice, quoting your ABN, and you will notify us if your GST registration changes. We will not withhold PAYG tax from your invoices unless the law requires us to, for example where no ABN is quoted.

Superannuation is not decided by the fact that you have an ABN. Under the Superannuation Guarantee (Administration) Act 1992, a contractor who is engaged mainly for their own labour can still be treated as an employee for superannuation, and in that case we must pay superannuation contributions on the labour part of your fee. We will assess this honestly, ask our accountant where it is unclear, and pay super where it is owed. You agree to give us the details we need to do that, including your superannuation fund details.

5. Invoicing and payment

We will pay you \$4,800 on the basis of an hourly rate, plus GST where it applies.

You will invoice us at the end of each job or each month, whichever comes first, with enough detail for us to check the work and the amount. We will pay a correct invoice within 14 days of receiving it. If we dispute part of an invoice we will pay the part we agree with by the due date, tell you in writing what we dispute and why, and work it out with you promptly. We may hold back payment for work that has not been done or that does not meet the agreed standard, and only for as long as it takes to sort out.

6. Insurance and safety

Before you start you will hold, and keep current for the whole engagement, public liability insurance of at least \$4,800, workers compensation cover where the law requires it for you or your workers, and any professional indemnity or motor cover the work needs. You will give us certificates of currency on request and tell us if a policy is cancelled.

You will comply with the work health and safety laws of Victoria, with our reasonable site rules and with any safety directions from the person in control of a site. You will not do work you believe is unsafe, and you will report an incident, near miss or hazard to us the same day. Nothing in this agreement reduces either side's work health and safety duties, which cannot be contracted out of.

7. Tools and equipment

You supply your own tools, equipment, vehicle, consumables and protective gear, and you are responsible for maintaining them and for their loss or damage.

We will supply the following, and you agree to use it only for our work, look after it, and return it in good order when the engagement ends: As described in the attached quote. If we lend you anything else from time to time, the same conditions apply to it.

8. Confidential information and our clients

You will keep our confidential information private, including pricing, client lists, methods, quotes and anything else not publicly known, and use it only to do work for us. This continues after the engagement ends. It does not cover information that is already public, that you already knew, or that you must disclose by law.

For twelve months after the engagement ends you agree not to approach a client you worked on for us in order to supply them the same services you supplied through us, unless we agree in writing. This is limited to clients you actually dealt with, and it does not stop you working in the industry, advertising generally, or being approached by a client without any encouragement from you.

9. Who owns the work

Everything you create specifically for us under this agreement, including drawings, photographs, documents, designs and code, belongs to us once we have paid for it. You agree to do what we reasonably ask to confirm that ownership, and you consent to us using and changing the material without attribution where the law allows that consent.

You keep ownership of anything you owned before this agreement and of your own general methods, templates and know how, and you grant us a licence to use those as part of what you hand over. If you use someone else's material, you confirm you have the right to give it to us.

10. Fixing problems with the work

If work does not meet the standard in this agreement, we will tell you in writing with enough detail for you to understand the problem, and you agree to come back and fix it at your own cost within a reasonable time.

If you cannot or will not fix it within a reasonable time, we may have it fixed by someone else and recover from you the reasonable cost we actually incur, no more. We will give you the chance to inspect before we do that wherever it is practical. This clause does not affect any right either of us has under the Australian Consumer Law or any other law that cannot be excluded.

11. Ending this agreement

Either of us may end this agreement for any reason by giving the other 14 days written notice. The notice is the same for both of us.

Either of us may end it immediately by written notice if the other seriously breaks it and does not fix the problem within seven days of being told in writing, if a required licence or insurance lapses, if there is a serious safety breach, or if the other becomes insolvent. When the engagement ends we will pay for work properly done up to that date, and you will return our property, keys, site access and any confidential material within seven days. Ending this agreement does not affect either side's rights for things that happened before it ended.

12. If we disagree

If a dispute comes up, the party raising it must put in writing what the problem is and what they want done. We both agree to meet within ten business days and try in good faith to sort it out.

If it is not resolved within twenty business days, we both agree to mediation with a mediator we both accept, or one appointed by the Victorian Small Business Commission, sharing the mediator's fee equally. Only after mediation has been attempted may either of us go to court, except where urgent relief is needed. Nothing in this clause limits either side's rights under the Building and Construction Industry Security of Payment Act 2002 (Vic), which gives a contractor a fast statutory process for a payment claim, or any right to go to a tribunal or a regulator.

13. Governing law

This agreement is governed by the laws of Victoria, Australia. Both of us submit to the non-exclusive jurisdiction of the courts of Victoria and any courts that hear appeals from them.

Where a law of Victoria or the Commonwealth applies to this engagement and cannot be excluded, that law applies and this agreement is read to fit with it.

14. The whole agreement

This agreement is the whole agreement between us about the work. It replaces every earlier conversation, text message, quote and email, unless attached to this agreement or referred to in it.

If part of this agreement cannot be enforced, that part is removed and the rest keeps working. Neither of us gives up a right by not enforcing it straight away. Any change must be in writing and agreed by both of us, and neither of us may change it alone.

Signed by both parties

Sign and date below. Keep a signed copy each.

Sample Trading Pty Ltd

_____	_____	_____
Name and position	Signature	Date

J. Nguyen Electrical

_____	_____	_____
Name and position	Signature	Date