Cowra Shire Council

(ABN 26 739 454 579)

and

[ insert name ]

(ABN tba)

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Cowra Shire Council

CONTRACTOR AGREEMENT

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# This Agreement

is made on the date set out in Schedule A.

# Parties

1. Cowra Shire Council ABN 26 739 454 579 of 116 Kendal Street Cowra NSW 2794 (‘Council’);
2. The Contractor (as specified in Schedule B); and
3. The Representative (as set out in Schedule B).

# Background

1. The Council requires the Contractor to provide the Services specified in this Agreement until the Termination Date.
2. The Contractor is engaged in the business of providing the Services.
3. The Contractor has agreed to provide the Representative to perform the Services on the terms and conditions of this Agreement.

# Operative Provisions

1. Definitions

In this Agreement:

* 1. ‘Applicable State’ means that State or Territory of Australia specified in Schedule C;
	2. ‘Client’ includes any Person who:
		1. is or was a Person to whom the Council provides and/or provided Products and Services; or
		2. has entered into discussions or negotiations with the Council, at either the Person’s own initiative or at the initiative of the Council, at any time during the twelve (12) months prior to the Termination Date, with a view to receiving Products and Services and who had not notified the Council prior to the Termination Date that they did not wish to receive such Products and Services.
	3. ‘Commencement Date’ means that date specified in Schedule D as the date the Contractor will begin providing the Services;
	4. ‘Council Contact’ is the Council contact person(s) under this Agreement specified in Schedule G or any other person as notified by the Council from time to time;
	5. ‘Confidential Information’ means information and material (whether oral, in writing or electronic) relating to the Council (and any entity connected with the Council by an interest in a common economic enterprise, including (but not limited to) a Related Body Corporate), that is not publicly available (other than by breach of this Agreement), including trade secrets; the Contract Fee; the terms and conditions of this Agreement; strategic, corporate and financial information; material and information relating to the methods of operation of the business; material and information relating to the Clients and/or prospective Clients; material and information relating to suppliers; sales and pricing information; marketing and business plans; software and hardware; programming information and data; Intellectual Property; and other information which is by its nature confidential;
	6. ‘Contract Fee’ means the amount specified in Schedule E payable to the Contractor for the provision of the Services, or such other amount that may be determined and agreed in writing between the Council and the Contractor from time to time;
	7. ‘Expiry Date’ means that date specified in Schedule L;
	8. ‘GST’ means the goods and services tax payable under the GST Legislation;
	9. ‘GST Legislation’ means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and related legislation passed by the Federal Government;
	10. ‘Person’ includes any natural person, company, partnership, association, trust, business, or other organisation or entity of any description and a Person's legal personal representative(s), successors, assigns or substitutes;
	11. ‘Products and Services’ means any goods, products or services manufactured, provided or supplied to or by the Council, including, but not limited to, those products supplied in relation to the Services;
	12. ‘Related Body Corporate’ has the same meaning as it has in the Corporations Act 2001 (Cth);
	13. ‘Services’ means the services specified in Schedule F to be provided by the Contractor, any additional or ancillary services to the services specified in Schedule F and any other services agreed in writing between the Council and the Contractor from time to time;
	14. ‘Superannuation’ means contributions made in accordance with the Superannuation Guarantee (Administration) Act 1992;
	15. ‘Supplier’ means any Person:
		1. who supplied any Products and Services to the Council and with whom the Contractor or Representative or a Person reporting to the Contractor or Representative had contact or dealings with; or
		2. who has entered into discussions or negotiations with the Contractor or Representative or a Person reporting to the Contractor or Representative on behalf of the Council, at either the Contractor or Representative’s or a Person reporting to the Contractor or Representatives own initiative or at the initiative of the Council, at any time during the twelve (12) months prior to the Expiry Date, with a view to supplying Products and Services to the Council and who had not notified the Council prior to the Expiry Date that they did not wish to supply such Products and Services.
	16. ‘Termination Date’ means the date of termination of this Agreement in accordance with its terms or as a result of the Agreement being terminated on such other terms as are mutually agreed between the parties; and
	17. ‘Timetable’ means the times and deadlines for the provision of Services as specified in Schedule F.
1. Commencement, duration and option to renew
	1. Appointment

The Council appoints the Contractor to provide the Services on the terms and conditions in this Agreement and the Contractor accepts the appointment as a Contractor to the Council.

* 1. Commencement

This Agreement will start on the Commencement Date and will continue until the Termination Date.

* 1. Option to renew

The Council has the option to appoint the Contractor (on the terms and conditions in this Agreement) for an additional period as specified by the Council in writing, and the Contractor has the option to accept that appointment within the timeframe specified in the Council’s offer. If the Agreement is extended in this way, the terms and conditions of this Agreement will continue to apply during the extended period until the new Expiry Date.

1. Obligations of the contractor
	1. Provision of Services
		1. The Contractor agrees to provide the Services to the Council as required by the Council in accordance with this Agreement.
		2. The Contractor will ensure that it works the hours necessary to achieve the efficient and effective performance of the Services.
		3. The Contractor will provide the Services in accordance with the Timetable. If the Contractor is unable to provide the Services in accordance with the Timetable, the Contractor will immediately notify the Council in writing of this inability and the Contractor will immediately advise the Council of the Contractor’s proposal to overcome its inability to provide the Services in accordance with the Timetable.
		4. The Contractor will provide the Representative to perform the Services. If the Representative is unable to perform the Services at any time, the Contractor will provide a replacement with the prior written approval of the Council, and subject to that replacement signing an agreement in the same terms as this Agreement.
		5. The Contractor must not sub-contract the provision of the Services under this Agreement without the prior written consent of the Council.
	2. Standard of performance
		1. The Contractor and the Representative warrant that the Representative has and will utilise the necessary skills, experience and expertise to perform the Services in accordance with this Agreement.
		2. The Contractor and Representative will ensure that the Services are performed with due care, skill and diligence in a professional and ethical manner and to the Council’s reasonable satisfaction.
	3. Instructions and compliance
		1. The Contractor and the Representative will liaise with and obtain instructions concerning the provision of the Services from the Council Contact.
		2. The Contractor and the Representative will comply with all reasonable guidelines, requirements and instructions provided by the Council concerning the provision of the Services. However, it is the Contractor’s obligation to determine how the work is performed, and the Contractor has full responsibility for the supervision and daily direction and control of the Representative.
		3. The Contractor and the Representative will comply with all applicable laws concerning the provision of the Services and policies and procedures issued by the Council, including but not limited to, laws and policies relating to workplace health and safety, discrimination and harassment, security, privacy and use of the Council’s facilities, including computing and related systems. However, the Council’s policies and procedures do not form part of this Agreement.
	4. Responsibility for Representative
		1. The Contractor acknowledges that it is responsible for ensuring the health, safety and welfare of the Representative while performing the Services, including providing all necessary training and safety equipment.
		2. The Contractor also acknowledges it is solely responsible for all remuneration, expenses, taxes, leave entitlements, superannuation, workers' compensation and other insurances in respect of the Representative and any other employees, contractors or agents of the Contractor.
		3. The Representative understands and agrees that he will receive all payments and benefits in relation to the provision of the Services from the Contractor, and that they are not entitled to receive any payment or other benefit from the Council.
		4. The Contractor indemnifies the Council and keeps the Council indemnified (on a full indemnity basis) against any loss, cost, expense or damage suffered or incurred by the Council arising directly or indirectly from any claim by the Representative or other employee, contractor or agent of the Contractor.
	5. Provision of Equipment
		1. Except for the equipment provided by the Council to the Contractor and the Representative, as set out in Schedule I, the Contractor is required to supply all equipment necessary to provide the Services. The Contractor is also required to ensure such equipment is suitable and maintained in good working order.
2. Contract fees
	1. Payment of Contract Fees
		1. The Council will pay the Contract Fee to the Contractor upon receipt of the Contractor’s invoice and satisfactory provision of the Services.
		2. The Contract Fee is exclusive of GST.
		3. The Contractor must issue an invoice in proper form, being on the Contractor’s letterhead. The Contractor must also attach the appropriate declaration set out in Schedule H and any other attachments required by the Council to the invoice.
		4. The Contractor must invoice the Council in accordance with the Payment Arrangements set out in Schedule M.
		5. The Council will pay the Contractor’s invoices (provided in proper form) in accordance with the Payment Arrangements set out in Schedule M.
		6. The Contract Fee specified in this Agreement for the Services is the total amount payable by the Council in respect of the Services as set out in Schedule E. Neither the Contractor nor the Representative are entitled to any other payment, remuneration or compensation from the Council.
		7. The contract fee annual amount referred to in Schedule E shall be indexed by reference to the Sydney All Groups Consumer Price Index on April 1 in each year of the contract term.
3. Taxation
	1. Payment of GST
		1. The fees, charges, taxes and expenses payable under this Agreement do not include GST.
		2. If GST is payable on any supply made by a party under or in connection with this Agreement, the consideration provided (or to be provided) for that supply will be increased by an amount equal to the GST liability properly incurred by the party making the supply (the ‘GST Amount’).
		3. The party making the supply must promptly provide a tax invoice or receipt, which is in an approved form for GST purposes, for any supply for which the party making the supply may recover GST.
		4. If a party has incurred a cost on which GST is payable, that party may claim the cost plus GST, unless the party is entitled to an input tax credit in respect of such GST.
		5. Any GST Amount must be paid at the same time and in the same manner as the consideration on which the GST Amount is calculated. However, the party receiving the supply is not required to pay the GST Amount until seven days after receiving a tax invoice.
	2. Registration and ABN
		1. Each party warrants that at the time any supply is made under this Agreement on which GST is payable, that party is or will be registered under the GST Legislation.
		2. Further, the Contractor agrees to provide to the Council written evidence of registration and its’ Australian Business Number (‘ABN’). The Council is entitled to withhold such amounts necessary to be withheld in order for the Council to comply with its taxation obligations in respect of the Contractor until the Contractor provides its ABN.
4. Other contract work
	* 1. Subject to this Agreement, the Contractor and the Representative may provide Services or Products to any Person other than the Council, during the period of this Agreement, and only where providing such Services or Products would not constitute a breach of the obligations imposed on the Contractor or the Representative under this Agreement.
5. Nature of relationship
	* 1. The parties acknowledge and agree that the Contractor provides the Services to the Council as an independent contractor. Nothing in this Agreement creates an employment, agency, joint venture or partnership relationship between the Council and the Contractor or between the Council and the Representative.
6. Termination
	1. Termination on notice
		1. Subject to clauses 8.2 and 8.3, the Council or the Contractor may terminate this Agreement at any time by giving one month’s written notice of termination or by making a payment of the amount of one month’s Contract Fee, calculated by reference to the average Contract Fee paid to the Contractor between the Commencement Date and the Termination Date.
		2. In the event of termination by the Council in accordance with sub-clause a), the Council may retain the Contractor for all or part of the notice period or make a payment or part payment in lieu of notice, calculated by reference to the average Contract Fee paid to the Contractor between the Commencement Date and the Termination Date. The Council may also direct the Contractor not to perform the Services for the duration of the notice period.
	2. Termination on default
		1. Notwithstanding clauses 8.1 and 8.3, the Council may immediately terminate this Agreement by written notice to the Contractor, if at any time:
			1. the Contractor or the Representative commits a serious or persistent breach of any provision of this Agreement which is incapable of being remedied to the Council’s reasonable satisfaction;
			2. the Contractor fails to remedy, to the Council’s reasonable satisfaction, a breach of any provision of this Agreement within five days of receiving a notice from the Council identifying the breach and requiring the breach to be remedied;
			3. the Contractor becomes or in the reasonable opinion of the Council is in jeopardy of becoming subject to any form of insolvency administration;
			4. the Contractor ceases business;
			5. the Representative engages in any behaviour constituting serious misconduct; or
			6. the Representative dies or becomes incapacitated by illness or injury from performing the Representative’s obligations under this Agreement and the Contractor is unable to provide a replacement satisfactory to the Council.
	3. Termination on Expiry Date
		1. Subject to clauses 8.1 and 8.2, this Agreement will come to an end on the Expiry Date or any revised Expiry Date agreed in writing between the parties.
	4. Payments on termination
		1. If the Council terminates this Agreement for a reason specified in clauses 8.2 or 8.3, the Council is not obliged to make any payments to the Contractor, apart from any outstanding Contract Fees for work performed by the Representative up to the Termination Date.
		2. In order for the Contractor to be able to recover the payments noted in sub-clause a) the Contractor must issue an invoice in proper form in respect of the Contract Fees, attach the applicable declaration in Schedule H and any other attachments required, within five days of the Termination Date.
	5. Return of property
		1. Upon expiry or termination of this Agreement for any reason, or at any other time at the Council’s request, the Contractor and the Representative must immediately return to the Council the following items in their possession or control:
			1. all Confidential Information (as defined in this Agreement) of the Council; and
			2. all property belonging to the Council, including the facsimile machine printer, all documents, records, papers, reports, disks, data, equipment and other material.
7. Confidentiality and Intellectual Property
	1. Disclosure of Confidential Information
		1. The Contractor and the Representative must not, during this Agreement and at all times after the Termination Date, disclose to any third party any Confidential Information, either directly or indirectly, knowingly or inadvertently, except:
			1. if such disclosure is required in the course of providing the Services and the Person to whom the Confidential Information is disclosed warrants not to disclose the Confidential Information in accordance with this clause;
			2. with the prior written consent of the Council;
			3. if that part of the Confidential Information which is to be disclosed is available in the public domain (other than as a result of a breach by the Contractor or the Representative of this Agreement); or
			4. if the disclosure is required by law.
	2. Use of Confidential Information
		1. The Contractor and the Representative must not, during this Agreement and at all times after the Termination Date, use, for their own benefit or the benefit of any third party, any Confidential Information other than in the proper provision of the Services during this Agreement, without the prior written consent of the Council.
	3. Use of Confidential Information
		1. Any intellectual property developed by the Contractors for the purposes of providing the services shall remain the property of the Council. This includes event management manual, marketing plans and all relevant work product.
8. Insurances
	1. Required insurances
		1. The Contractor must hold and keep current, at the Contractor’s own cost, with a level of coverage specified by the Council, the following insurances:
			1. workers’ compensation insurance if applicable;
			2. professional indemnity insurance in respect of the Contractor, the Representative and any other employees, subcontractors and agents of the Contractor who are connected with the provision of the Services under this Agreement, with cover up to the amount specified in Schedule J;
			3. public liability insurance in respect of the Contractor, the Representative and any other employees, subcontractors and agents of the Contractor who are connected with the provision of the Services under this Agreement, with cover up to the amount specified in Schedule K; and
			4. any other insurances required by law or regarded as sound commercial practice.
	2. Evidence of insurances
		1. The Contractor must, on request, provide satisfactory evidence to the Council of the existence and currency of the insurance policies referred to in this clause. Such evidence includes, but is not limited to, a certificate of currency. If the Contractor fails to provide such evidence, the Council may withhold payment of the Contract Fee until the evidence is provided.
9. Indemnity
	1. The Contractor and the Representative jointly and severally indemnify the Council and keep the Council indemnified against any loss, cost, expense or damage suffered or incurred by the Council arising directly or indirectly from or related to the provision of the Services, including (but not limited to):
		1. any breach or non-observance by the Contractor or the Representative of any provision of this Agreement or warranty given under this Agreement;
		2. any breach of any law or statute by the Contractor or the Representative; and
		3. any right or claim by any third party.
10. Dispute resolution
	1. Dispute resolution procedure
		1. If a dispute arises out of or relates to this Agreement, a party must not commence any court or other proceedings relating to the dispute unless it has first complied with the following procedure:
			1. the party claiming that a dispute has arisen must give written notice to the other party specifying the nature of the dispute;
			2. on receipt of that notice by that other party, the parties must endeavour in good faith to resolve the dispute using informal dispute resolution techniques such as mediation, expert evaluation, arbitration or similar methods agreed by them;
			3. if the parties do not agree within 10 days of receipt of the notice (or such further period as the parties agree in writing) as to:
				1. the dispute resolution method and procedures to be adopted;
				2. the timetable for all steps in those procedures; and
				3. the selection and compensation of the independent person required for such method,

the parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of the Applicable State and Territory or, if the Law Society of the Applicable State or Territory does not specify rules that apply to mediation, the Mediation Rules of the Law Society of New South Wales.

* 1. Other proceedings
		1. Nothing in this Agreement will prejudice the right of a party to institute proceedings to enforce payment due under this Agreement or to seek urgent injunctive or declaratory relief in respect of a dispute or any matter arising under this Agreement.
1. Post agreement obligations
	1. The Contractor and Representative acknowledge and agree that:
		1. in the course of providing the Services, the Contractor and Representative will:
			1. have access to and knowledge of the Council’s Products and Services, skills and techniques;
			2. become acquainted with the Clients and Suppliers of the Council and their special needs and requirements;
			3. become aware of the identity of prospective Clients whose business the Council is attempting to attract;
			4. generally be privy to Confidential Information concerning the Council, its Clients, Suppliers, and its methods of doing business.
		2. the only effective, fair and reasonable manner in which the interests of the Council can be protected is by the restraints imposed in this Agreement;
		3. the duration, extent and application of the restrictions contained in this Agreement are no greater than is reasonably necessary to protect the Council’s legitimate business interests, including the preservation of its relationships with its Clients, Suppliers, employees, agents, directors, officers, partners, contractors, advisors and consultants, the goodwill of its business, its Confidential Information and intellectual property; and
		4. the level of benefits, including the Contract Fee provided under this Agreement constitutes adequate consideration for the restraint obligations imposed under this Agreement.
	2. The Contractor and Representative agree that having regard to the circumstances set out in clause 13.1, they will not, directly or indirectly, either as a principal, employee, agent director, officer, partner, consultant, contractor, advisor or otherwise, for their own benefit or the benefit of any other Person, directly or indirectly, engage in any of the activities specified in clause 13.3, within the geographical areas specified in clause 13.4, for the periods after the Expiry Date specified in clause 13.5, without the prior written consent of the Council.
	3. The activities are:
		1. canvass, solicit or entice away (or attempt to do any of the foregoing), the business or custom of any Client, or provide Products and Services to any Client with whom the Contractor and Representative or a Person reporting to the Contractor and Representative, has performed work or had dealings with during the 12 months preceding the Expiry Date;
		2. induce or encourage any Client (or attempt to do any of the foregoing), with whom the Contractor and Representative or a Person reporting to the Contractor and Representative have performed work or had dealings with, during the 12 months preceding the Expiry Date, to terminate or to not renew or maintain or alter, any business relationship, contract or arrangement that Client has with the Council or disclose any Confidential Information;
		3. induce or encourage any Supplier (or attempt to do any of the foregoing), with whom the Contractor and Representative or a Person reporting to the Contractor and Representative have performed work or had dealings with, during the 12 months preceding the Expiry Date, to terminate or to not renew or maintain or alter, any business relationship, contract or arrangement that a Supplier has with the Council or disclose any Confidential Information;
		4. induce or encourage (or attempt to do any of the foregoing), any employee, agent, director, officer, partner, contractor, adviser or consultant with the Council, with whom the Contractor and Representative or a Person reporting to the Contractor and Representative had dealings with, during the 12 months preceding the Expiry Date, to terminate or to not renew or maintain or alter, any business relationship, contract or arrangement that Client has with the Council, or disclose any Confidential Information.
		5. engage in or perform any work in competition with the part of the business of the Council in which the Contractor and Representative worked during the 12 months preceding the Expiry Date.
	4. Within the maximum enforceable geographical area specified in Schedule N (1).
	5. For the maximum enforceable time period specified in Schedule N (2).
	6. The parties separately enter into each of the covenants resulting from the combination of all the activities specified in clause 13.3, within the areas specified in clause 13.4 and for the periods specified in clause 13.5, and each of these covenants constitutes a separate covenant imposed upon the Contractor and Representative under this Agreement.
	7. If any of the restraints under this clause 13 is or becomes void, invalid or otherwise unenforceable for any reason, by a Court of competent jurisdiction, that unenforceability does not in any way affect the enforceability of the other separate covenants.
	8. If any of the covenants in this Agreement are found by a Court of competent jurisdiction to be void, invalid or otherwise unenforceable, but would be valid and enforceable if:
		1. part of the wording was deleted; or
		2. the activities were reduced; or
		3. the geographical area was reduced; or
		4. the period was reduced; or
		5. any combination of the actions specified in clauses a), b), c) or d) were undertaken, the covenant applies with such modifications as may be necessary to make the covenant valid and enforceable.
2. Survival of obligations

Clauses 3.4(d), 8.4, 8.5, 9, 10, 11, 12, 13, and this clause 14 shall survive termination of this Agreement.

1. Warranties
	1. The Contractor and Representative warrant and agree that:
		1. prior to entering into this Agreement, the Contractor and the Representative were given a reasonable opportunity to obtain any advice (legal or otherwise) about this Agreement and the obligations and restraints contained in it;
		2. the Contractor and the Representative have had sufficient time to consider the terms of this Agreement, its implications and the advice given to them in respect of it;
		3. the Contractor and the Representative understand this Agreement and agree that its terms are fair and reasonable in the circumstances;
		4. the Contractor and the Representative have entered into this Agreement voluntarily of their own freewill without duress, coercion, undue influence or pressure from either the Council or any other Person;
		5. the Council is relying upon these warranties in executing this Agreement.
2. General provisions
	1. Any variation or replacement of this Agreement must be in writing and signed by the parties.
	2. If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, it may be deleted or modified to the extent that is necessary and this Agreement will otherwise remain in force.
	3. This Agreement contains the entire understanding between the parties concerning its subject matter and supersedes all prior communications, representations and understandings between the parties.
	4. A single or partial exercise or waiver of a right under this Agreement does not prevent any other exercise of that right, or the exercise of any other right.
	5. A party cannot assign or otherwise transfer the benefit of this Agreement without the prior written consent of the other parties.
	6. This Agreement is governed by the laws applicable in the Applicable State or Territory specified in Schedule C.
	7. Each party must pay its own legal costs of and incidental to the preparation and completion of this Agreement.
	8. If this Agreement consists of a number of counterparts, each is an original and all of the counterparts together constitute the same document.

 Signed As An Agreement:

SIGNED for and on behalf of Cowra Shire Council (ABN 26 739 454 579) by its authorised representative in the presence of:

|    |   |   |
| --- | --- | --- |
| Signature of Witness |   | Signature of Authorised Representative |
|    |   |   |
| Print Name of Witness |   | Paul Devery |
|   |   |   |
| Date Signed |   |   |
|   |   |   |

SIGNED for an on behalf of { insert name ] (ABN tba) by authority of its authorised representative in the presence of:

|    |   |   |
| --- | --- | --- |
| Signature of Witness |   | Signature of Authorised Representative |
|    |   |   |
| Print Name of Witness |   | [ insert name ] |
|   |   |   |
| Date Signed |   |   |
|  |   |   |

# Schedules

 SCHEDULE A -       Date of Agreement: [ insert date ]

 SCHEDULE B -        Party Details: [ insert name ]

Contractor: [ insert name ]

SCHEDULE C -        Applicable State or Territory: New South Wales

SCHEDULE D - Commencement Date: [ insert date ]

SCHEDULE E -         Contract Fee:

* + 1. Council will pay a contract fee of $34,000 excluding GST per annum, subject to an annual review.

SCHEDULE F -         Description of Services:

* Make contact with and organise involvement of cultural groups and individuals showcasing the Guest Nation
* Liaise with local community groups in relation to their Festival activities and functions and provide advice and/or support as required
* Liaise with stakeholders to provide information, advice and support in engaging them in the Festival Program
* Seek sponsorship for elements of the Festival as deemed appropriate
* Arrange tree planting ceremony by Guest Nation
* Coordinate Festival opening dinner including venue, catering, order of proceedings and entertainment
* Coordinate Festival street parade
* Coordinate Festival carnival including, entertainment, stallholders and venue logistics
* Oversee the Festival Youth Ambassador Program
* In conjunction with Council staff coordinate marketing and promotional material for Festival program
* Communicate with participants, contributors and community stakeholders at all stages of the project, and provide regular updates to the Festival Committee and General Manager
* Work independently on the Festival project including: managing and reporting on budgets, confirming participants, meeting deadlines and project milestones
* Ensure all appropriate documentation and reporting is submitted in a timely manner
* Adhere to applicable Council policies and procedures
* Coordinate debrief with stakeholders at the conclusion of Festival
* Other tasks as reasonably deemed necessary by the General Manager

SCHEDULE G -        Council contact: Paul Devery

 pdevery@cowra.nsw.gov.au

Ph: 02 6340 2014

 0407 674 489

SCHEDULE H -        Invoice Declaration

The Contractor must attach the applicable declaration to their invoices in accordance with the following table:

| If performing the Services in: | Use Declaration: |
| --- | --- |
| NSW | NSW Sub-contractor’sDeclaration/Sub-contractor’s Statement |
| All other States and Territories | Other States and Territories Sub-contractor’s Declaration |

SCHEDULE I - The Council is to provide the following Equipment to the Contractor:

* Access to a hot desk in the Council Office when necessary

SCHEDULE J -          Level of professional indemnity insurance required:

$20,000,000

SCHEDULE K -         Level of public liability insurance required:

$20,000,000

SCHEDULE L - Expiry Date: 31 May 2028

SCHEDULE M -       Payment Arrangements:

* + - 1. The Contractor must invoice the Council on a regular basis as agreed with the General Manager of Council.
			2. The Council will pay the Contractor’s invoice within 14 days of receiving the Contractor’s invoices, in proper form.

SCHEDULE N -        Restraint Particulars

(1) The geographic areas are:

* + 1. Not Applicable.

(2) The periods are:

* + 1. Not Applicable.