

Service Agreement

EMP-2024-UK-001

January 1, 2026 — December 31, 2028

PARTY A

Tech Innovations Ltd

45 Queen Street
London
EC1V 9DS
United Kingdom
contact@techinnovations.co.uk | +44 20 7946 0123

PARTY B

John Smith

78 Baker Street
London
NW1 6XE
United Kingdom
john.smith@email.com | +44 7712 345678

This Employment Contract (the "Contract") is entered into between Tech Innovations Ltd (the "Employer") and John Smith (the "Employee"). This Contract outlines the terms and conditions of employment.

TERMS AND CONDITIONS

1. DEFINITIONS

In this Agreement:

Services: the services described in Schedule A

Deliverables: all work product, materials, or results created in connection with the Services

Intellectual Property Rights: all intellectual property rights recognised under Australian law, including copyright, moral rights, designs, patents, trade marks, and confidential information

Effective Date: the date the Services commence, being 1 January 2026

2. SERVICES

2.1 The Contractor shall provide the Services with due care, skill, and diligence in accordance with generally accepted industry standards.

2.2 The Contractor shall have control over the manner, means, methods, and timing of performing the Services, subject only to agreed Deliverables, milestones, and deadlines.

2.3 Nothing in this Agreement requires the Client to offer work or the Contractor to accept work unless agreed in writing.

3. TERM

This Agreement commences on the Effective Date and continues until terminated in accordance with Clause 14.

4. FEES AND PAYMENT

4.1 Fees shall be as set out in Schedule B.

4.2 The Contractor shall issue invoices monthly.

4.3 Payment shall be made within 30 days of receipt of a valid invoice.

4.4 Fees are exclusive of GST, unless otherwise stated.

4.5 The Contractor may suspend Services upon 7 days' written notice if payment is overdue.

5. EXPENSES

The Client shall reimburse only those expenses that are pre-approved in writing and reasonably incurred in connection with the Services.

6. VARIATION OF SERVICES

6.1 Any material change to the scope, Deliverables, timelines, or pricing must be agreed in writing by both Parties.

6.2 The Contractor is not obliged to perform additional work outside the agreed scope without such agreement.

7. ACCEPTANCE

7.1 The Client shall review Deliverables within 10 business days.

7.2 Deliverables will be deemed accepted unless the Client notifies the Contractor in writing of any material non-compliance within that period.

7.3 The Contractor shall rectify valid deficiencies within a reasonable time.

8. INDEPENDENT CONTRACTOR STATUS

8.1 The Parties acknowledge that the Contractor is an **independent contractor** and not an employee, worker, agent, or partner of the Client.

8.2 The Contractor carries on an independent business and bears the commercial risk of profit or loss arising from the Services.

8.3 The Contractor is responsible for all taxation obligations, including income tax, GST, PAYG instalments, and superannuation obligations to the extent required by law.

8.4 Nothing in this Agreement constitutes sham contracting for the purposes of the Fair Work Act 2009 (Cth).

9. SUBCONTRACTING

9.1 The Contractor may engage subcontractors or assistants at its own cost, provided the Contractor remains responsible for the Services and Deliverables.

9.2 The Contractor must ensure any subcontractor complies with the relevant obligations of this Agreement.

10. INTELLECTUAL PROPERTY

10.1 Except for Contractor Pre-Existing Intellectual Property, all Intellectual Property Rights in the Deliverables vest in the Client upon full payment of all fees due.

10.2 The Contractor assigns all such Intellectual Property Rights to the Client to the extent they do not automatically vest.

10.3 The Contractor waives all moral rights in the Deliverables to the extent permitted by the Copyright Act 1968 (Cth).

10.4 The Contractor retains ownership of pre-existing intellectual property but grants the Client a perpetual, royalty-free, non-exclusive licence to use any such materials incorporated into the Deliverables.

10.5 The Contractor may reference Deliverables in portfolios unless restricted by confidentiality obligations.

11. CONFIDENTIALITY

11.1 Each Party must keep confidential all non-public, proprietary, or confidential information disclosed in connection with this Agreement.

11.2 Confidentiality obligations survive termination for 5 years.

12. PRIVACY AND DATA PROTECTION

Each Party shall comply with applicable Australian privacy laws, including Privacy Act 1988 (Cth) and Australian Privacy Principles.

13. WARRANTIES AND LIABILITY

13.1 Each Party warrants it has authority to enter into this Agreement.

13.2 The Contractor warrants that the Services will be performed with due care and skill.

13.3 Neither Party shall be liable for indirect or consequential loss.

13.4 The Contractor's total liability under this Agreement shall not exceed the fees paid in the preceding 12 months, except in cases of fraud, wilful misconduct, or breach of confidentiality.

13.5 Each Party shall maintain appropriate insurance coverage relevant to its obligations.

14. TERMINATION

14.1 Either Party may terminate this Agreement upon 30 days' written notice.

14.2 Either Party may terminate immediately for material breach not remedied within 14 days.

14.3 Upon termination, the Client shall pay the Contractor for Services properly performed up to the termination date.

15. CONFLICT OF INTEREST

The Contractor must not knowingly engage in activities that create a material conflict of interest with the Services during the term of this Agreement without prior written consent.

16. FORCE MAJEURE

Neither Party shall be liable for failure or delay in performance due to events beyond reasonable control.

17. DISPUTE RESOLUTION

The Parties shall attempt to resolve disputes through good-faith negotiation.

If unresolved, disputes shall be resolved by court proceedings.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings.

19. GOVERNING LAW

This Agreement is governed by the laws of the State or Territory of New South Wales and the laws of the Commonwealth of Australia applicable therein.

Jane Doe

HR Director

January 1, 2026

John Smith

Employee

January 1, 2026

WITNESS

Emily Clark

NOTARY PUBLIC

Notary Public Registration No. 123456

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