Bytecode Contract Conditions

1. Definitions.
   a. Consultant means the person identified in the schedule whose services are to be provided by Bytecode.
   b. Client means the person, firm, business or corporation obtaining services from Bytecode under the agreement and includes employees or subsidiary companies of the Client within the meaning of the Corporations Act.
2. Consultant Undertakings
   a. The Consultant is aware of the agreement between the Client and Bytecode pertaining to services of the Consultant to the Client. The Consultant agrees to:
      i. Perform their services professionally so as to full and adequately meet the requirements of Bytecode and the Client and shall at all times exhibit high standards of work performed and conduct.
      ii. Provide the services for the period of the Contract, at the direction of Bytecode
      iii. Work the hours specified by the Client at the location specified by the Client subject to any specific requirements of the Client outlined in the Schedule.
      iv. Comply with the normal rules and regulations of the Client and its requirements regarding confidential and proprietary information. The Consultant agrees to sign a confidentiality agreement if requested to do so, by either the Client or Bytecode.
      v. Assign all copyright and any other intellectual property rights created by him/her for the Client during this Contract Period, to the Client for its use and benefit absolutely.
3. Payment
   a. Bytecode will pay the Consultant the rate as set out in the Schedule.
   b. Bytecode will be responsible for all PAYG, GST obligations and Superannuation Guarantee payments.
   c. Fees are not payable to the Consultant until they have submitted timesheets signed by the Client accompanied by a compliant tax invoice. These items must be submitted by the date specified in the schedule in order to receive payment.
4. Expenses
   a. Bytecode agrees to reimburse the Consultant for reasonable expenses in providing the Consultancy Services under this Agreement, provided that the Client has authorised the expenses.
   b. The Consultant must submit a tax invoice and receipts to Bytecode showing the Client's authority, for any expenses claimed.
5. Duration and Termination

a. The Consultant must notify Bytecode immediately if for any reason during the Contract Period it is unable to provide the services and specify the reason. If the reason is unacceptable to Bytecode or the Client the Contract can be terminated without notice at Bytecode's absolute discretion.

b. This agreement can be terminated at any time by Bytecode:
    i. Without notice, in the event of any breach of contract, negligence or wilful default by the Consultant.
    ii. Without notice, in the event the Client is dissatisfied with the Consultant's conduct or performance and requests Bytecode to do so.
    iii. If the Client terminates its agreement with Bytecode pertaining to the Consultant's services for whatever reason.
    iv. If the Client is in default of its agreement with Bytecode.

c. The Consultant agree that upon termination of this agreement by Bytecode they have no claim against Bytecode other than a claim by the Consultant for unpaid fees.

d. In the event of a breach of this agreement the Consultant will be liable to Bytecode.

e. Bytecode reserves the right to withhold payment of outstanding fees at any time during and/or after termination of this agreement if the Client makes any claim against Bytecode as a consequence of the breach of contract, negligence or wilful default by the Consultant.

6. Occupational Health & Safety
    a. It is a condition of your provision of consultancy services that the Consultant:
        i. Comply with all relevant State and Federal Occupational Health and Safety laws to provide a safe and healthy workplace for themselves and others;
        ii. Comply with all directions from Bytecode, and the Client, relating to Occupational Health and Safety;

7. General
    a. This agreement may by modified only in writing and duly authorised persons for all parties shall sign such writing.
    b. The Law of the ACT shall govern this agreement.
    c. This agreement and the rights and obligations hereunder may be assigned or otherwise transferred by Bytecode.
    d. The Consultant hereby agree to indemnify Bytecode for all claims arising in the performance of the services to the Client.
    e. Any clause in this agreement that is deemed by any court or tribunal to be unlawful or unenforceable can be severed from the agreement without affecting the enforceability of the remainder of the agreement.

Contract Schedule

Bytecode	Bytecode Pty Ltd ABN PO Box 123 Kippax, ACT. 2615. ABN: 89 081 322 518
Consultant	Joe Cool 123 Whatever St, Wherever. ACT. 2615.
Contract Period	1 July 2017 - 30 June 2018
Rate (ex GST)	$100.00 per hour (while payments made under this contract include payroll tax)
Client	Department of Blah Level 3, Blah House, Civic.
Special Conditions	Not more than 40 hours per week unless directed by the client.
Pay Cycle	Invoices and Timesheets to Bytecode by 7th of each month.

Signed _____ by Consultant on _____

Signed _____ by Bytecode on _____

The Consultant and Bytecode acknowledge this agreement is made subject to the attached conditions and that this document forms the contract in its entirety.