



DO NOT USE FOR CLINICAL PURPOSES

Central Wheatbelt Division of General Practice Inc. Trading as Wheatbelt GP Network

and

(The Contractor (*Insert name*))

Contract Summary

1. Contract Parties

Client

Wheatbelt GP Network
PO Box 781
Northam 6401
ABN 73 639 952 959

Contractor

(Insert name and address)

ABN *(insert number if applicable)*

2. Contract Period

Commencement Date

(Insert date)

These dates are inclusive.

Expiry Date

(Insert date)

3. Key Relationships

a. ***Contract Manager***

The *(insert name)* Manager of Wheatbelt GP Network acts as the Manager of this contract on behalf of WGNP.

4. Relationships Between the Parties

a. ***No Exclusivity***

The Contractor is not required to provide the services outlined exclusively to WGNP. However, the Contractor must give priority to performing its obligations under this contract.

b. ***No Employment, Agency or Partnership***

The relationship between WGNP and the Contractor is one of principal and independent contractor and nothing this Contract shall be construed to create a relationship of employment, agency or partnership between the parties.



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5. Payment for Services

- a. Provided that the services listed under Section 6 are being delivered through the Contractor only and, subject to the provision of funding from the Commonwealth Government, WGPN will pay \$ *(Insert amount)* exclusive of GST on presentation of an appropriate invoice.
- b. The Contractor is responsible for all taxes (including GST), levies and charges imposed on the Contractor under this contract or in relation to the services provided. The Contractor indemnifies WGPN against all liability for such payments and all liabilities arising from non or late payment thereof.

6. Services to be Provided

(Insert services required)

7. Contractor's Obligations

In providing the services, the Contractor warrants that the Contractor:

- a. Shall provide the services in accordance with the job specifications and time lines supplied by WGPN as amended from time to time;
- b. Is skilled, trained, qualified and competent to provide the services;
- c. Shall at all times act in a skilful, careful, safe and proper manner;
- d. Shall act in accordance with all applicable laws and regulations including, without limitation, those relating to safety and health in the workplace; and,
- e. Shall use equipment and materials that are in safe and proper working order and suitable for their intended use.

8. Confidentiality

- a. The Contractor must give absolute priority to protecting the confidentiality of all clients, adhering to the Privacy amendment (Private Sector) Act 2000
- b. The Contractor must not use or disclose any confidential information except in the proper performance to the aforesaid obligations under this Contract. Confidential information means any information (written or oral) relating to the business or affairs of WGPN, its customers or

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suppliers which the contractor or its personnel may acquire during the period of this Contract and which is not publicly available.



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9. Insurance

- a. The Contractor must at its own expense effect and keep in force during the term of this contract professional indemnity insurance and will supply WGPN with proof of this insurance
- b. The Contractor must at its own expense effect and keep in force during the term of this contract Workers Compensation insurance and will supply WGPN with proof of this insurance

10. Indemnity

- a. If the Contractor or any person engaged by the Contractor to provide the services is held or deemed to be an employee of WGPN at common law or under any statute, the Contractor indemnifies and must keep indemnified WGPN in respect of any additional tax, levy, employee benefit or other impost (including any fines, penalties and interest), that may be payable as a result of the non-payment or late payment of such tax, levy, employee benefit or other impost.
- b. The Contractor indemnifies and must keep indemnified WGPN against all loss or damage arising out of or resulting from an act, error or omission or neglect of the Contractor including but not limited to all physical loss or damage to property and all loss or damage resulting from death or personal injury.

11. Termination of Contract

- a. WGPN or the Contractor may terminate this contract immediately on giving written notice to the Contractor if: any misconduct or serious or persistent breach of the provisions of this Contract occurred.
- b. On termination of this Contract, the Contractor must, and must procure its personnel to, immediately hand over to WGPN any property of WGPN which may then be or which ought to be in the Contractor's possession or under its control.
- c. Both parties may terminate this Contract on giving one month's written notice. In this event, it would be the responsibility of the terminating party to ensure that alternative arrangements are made for current clients.

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12. Restraint of Trade

- a. The Contractor must not, without WGPN's prior written consent, at any time during the period of this Contract in any capacity, carry on or be engaged in or connected with a business in competition with WGPN.
- b. The contractor must not at any time after the expiry or termination of this Contract represent WGPN or purport to be involved with the business of WGPN.

13. Dispute Settlement

- a. In the event of any dispute or disagreement between the parties as to any matter arising under or in connection with this Contract, one party may give the other notice in writing adequately identifying the subject of the dispute or disagreement.
- b. If the matter is not settled within 14 days of receipt of the notices, the parties may agree to refer the matter to an agreed independent mediator.
- c. If the parties do not agree to refer the matter to mediation or if the matter is not resolved within 14 days (or any other period agreed to in writing by the parties) after the appointment of the mediator, either party may refer the matter to arbitration to be administered by the Institute of Arbitrators Australia.
- d. The arbitrator will now be the same person as the mediator.
- e. Notwithstanding the existence of any dispute or disagreement between the Division and the Contractor, WGPN and the Contractor must continue to perform its obligation under his contract.

14. Previous Contracts

- a. This contract supersedes all other contract between the parties. This contract contains all the terms and conditions pertaining to the relationship between the parties.



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Please acknowledge your acceptance of the above terms and conditions by dating, signing and returning to the Wheatbelt GP Network.

Signed:	Dated:
Name of Contractor (please print)	
Name of authorised representative for WGPN (please print)	
Signed:	Dated:

Also attach a current copy of the following documents:

- Professional Indemnity Insurance
- Workers Compensation
- Police Clearance and/or Working with Children check (as required)
- Professional Qualifications