

# Sample clauses for contractors - template

## Instructions for using this template

You can use this template to help you identify if potential contractors are complying with workplace laws.

To help you complete the questionnaire you simply need to replace the <insert tag> with what applies to your employee and situation.

Explanatory information is shown in **[bold]** to assist you and should be deleted once you have completed the agreement.

## Suggested steps for using these sample clauses

- You can use one or more of these sample clauses in your contracts with your contractors to require them to comply with workplace laws.
- As with any commercial arrangement, you should get independent legal advice before entering into contracts with your contractors. In particular, you should get independent legal advice about how these sample clauses interact with the other clauses in your contracts. You should also get independent legal advice if you intend to rely on these clauses to terminate the contract.
- While these clauses currently only relate to compliance with the *Fair Work Act 2009* and *Fair Work Regulations 2009*, you could choose to include clauses relating to compliance with other workplace laws (eg. workplace health and safety, workers compensation, superannuation, equal opportunity, privacy).

**Disclaimer:** The Fair Work Ombudsman is committed to providing you with advice that you can rely on.

The information contained in this template is general in nature. If you are unsure about how it applies to your situation you can call our Infoline on 13 13 94 or speak with a union, industry association or a workplace relations professional.

## Sample clauses

1. **[Where you used the Questionnaire for potential contractors]** The Contractor warrants that all information provided to the Head Contractor [*meaning you*] during or in connection with the tender process was accurate, current and complete at the time at which it was provided, including but not limited to information about its workplace policies and practices, compliance with its obligations under the *Fair Work Act 2009* and *Fair Work Regulations 2009* and contract management practices.
2. **[Where the questionnaire for potential contractors was used]** During the term of the Contract, the Contractor must notify the Head Contractor in the event of material change to any of the information provided to the Head Contractor during or in connection with the tender process, including but not limited to information about its workplace policies and practices, compliance with its obligations under the *Fair Work Act 2009* and *Fair Work Regulations 2009* and contract management practices.
3. During the term of the Contract, the Contractor must comply, and take all reasonable steps to ensure that its subcontractors comply, with all applicable obligations under the *Fair Work Act 2009* and *Fair Work Regulations 2009*.
4. Within < insert time > of the commencement of this Contract, the Contractor will communicate the following information to employees and as far as practicable to all of the employees of its subcontractors:
  - a) A specified representative of the Contractor that employees, including employees of subcontractors, are invited to contact if the employees have any concern about the payment of wages, loadings, allowances and penalties owed to them for any work performed during the term of the Contract; and
  - b) Where to access further information about workplace rights and entitlements including the [Fair Work Ombudsman's website](http://www.fairwork.gov.au) [www.fairwork.gov.au](http://www.fairwork.gov.au) or the Fair Work Infoline 13 13 94.
5. During the term of the Contract, the Contractor must provide the Head Contractor with any information that the Head Contractor reasonably requires to confirm that the Contractor is complying, and as far as practicable that its subcontractors are complying, with all applicable obligations under *the Fair Work Act 2009* and *Fair Work Regulations 2009*.
6. During the term of the Contract, the Contractor will undertake audits < insert frequency > to determine that the correct wages, loadings, allowances and penalties have been paid to its employees, and the Contractor will rectify any underpayments within < insert time > of identifying the underpayment.
7. During the term of the Contract, the Contractor must inform the Head Contractor of any:
  - a) compliance action taken by the Fair Work Ombudsman, including but not limited to penalty infringement notices, compliance notices, enforceable undertakings, proactive compliance deeds or court orders; or
  - b) other court orders;

arising from non-compliance with the *Fair Work Act 2009* or *Fair Work Regulations 2009* by the Contractor, and any remedial action that the Contractor is required to take, has taken or proposes to take as a result of the compliance action or court order.

8. During the term of the Contract, the Contractor must actively and cooperatively participate in all compliance activities associated with its obligations under the *Fair Work Act 2009* and *Fair Work Regulations 2009*, including but not limited to participating in investigations of workplace complaints and audits undertaken by the Fair Work Ombudsman or other regulatory agencies.
9. The Contractor must not sub-contract or assign the Contract or any part of it without the written approval of the Contractor.
10. The Contractor must ensure that all subcontracts impose obligations on sub-contractors equivalent to the obligations under clauses < insert clause number > – < insert clause number > above.
11. The Contractor must commit all necessary resources, financial or otherwise, and meet all necessary expenses associated with the effective implementation of the requirements of clauses < insert clause number > – < insert clause number > above.
12. The Head Contractor reserves the right to terminate the Contract in the event that the Contractor fails to comply with any of the above clauses.