



Suite 1712 Level 17 Mantra Building 1  
 568 St Kilda Road, Melbourne. 3004  
 t 1300 804 372  
 e anne@suitsandsneakers.global  
 ABN 30 151 014 658  
 Trading Name for Magnetic Inspiration P/L

**Agreement Ref:** CRA012020A

**Representative:** Anne Miles

# CONTRACTOR REP AGREEMENT

For contractors wishing to be hired as suppliers of Suits&Sneakers and offered as an outsource or support to external clients for an agreed contract term.

## Contractor Details

Artist/Contractor Name		
Trading Name		
Address:		
Contact Name :		
Phone	Mobile	
Email		
Billing Address		
Suburb	State	Postcode
Country of residence:		

## Purpose of this agreement

To be approved as a contractor represented in a non-exclusive capacity by Suits&Sneakers and to allow Suits&Sneakers to seek work placements on your behalf and to ensure Fair Work standards are met by both parties.

## Important Dates

Agreement commencement date:
Period: Until advised in writing by both parties
<b>PAYMENT TERMS:</b> As per client terms of business agreed between parties
Industry category:
Role/Skills:

## Suits&Sneakers Acknowledgment

1. We agree that you are a contractor and will not be deemed an employee, partner or shareholder of Suits&Sneakers or any clients who we place you with.
2. This contractor agreement does not automatically add you to the Preferred Supplier Roster and website showcase.
3. You will not be booked for any projects or placements without your approval for rates, terms of engagement, scope of work, payment terms and specific dates of engagement. A purchase order and/or booking form will detail all terms of the engagement.

## Supplier Acknowledgment

1. You agree that you are duly authorised to give explicit consent to this contract on behalf of the entity listed above and all related entities.
2. You agree to sign a work agreement for the specific scope of the project or placement detailing the agreed fees, dates of engagement and specific terms of the placement and will adhere to the agreement to the best of your ability and follow the brief provided by the client.
3. You agree to provide an accurate resume and portfolio and warrant that all employment history and work credits are accurate. Any inaccuracies that impact your ability to do the work you are placed for, and where the client requests a refund due to poor performance you are obligated to return all funds. Please note that you may be liable for charges for fraud in this instance.
4. You understand that this is a non-exclusive representation and sales are not guaranteed.
5. You accept that there may be multiple bids for projects or placements within the same company from time to time, and the final bid winner will be at the sole discretion of our customers. No correspondence shall be entered into the final result.
6. That you will not contact our customers and/or their agencies without our express approval, and for 12 months after contract expiry. For clarity, this means any clients you have had confirmed projects for where Suits&Sneakers has been involved or where the introduction was made by Suits&Sneakers.
7. Suits&Sneakers is free to market you in any region/country. Any known exemptions to this are to be notified in writing.
8. All Contractors are pre-approved at Suits&Sneakers' discretion and are not guaranteed work.
9. Either party may cancel at any time with written notice. Suits&Sneakers requires 14 working days to remove you from the roster.
10. All intellectual property created during your placement at one of Suits&Sneakers' client businesses or if engaged directly by Suits&Sneakers will remain the property of the client and the businesses they represent and is transferred in full on full payment of your invoices. If your own intellectual property is to be used during this placement and rights are to remain with you, then this can only be validated if you seek written authority through Suits&Sneakers in advance.
11. You are entering into this agreement in order for Suits&Sneakers to be able to recommend you to potential opportunities with the confidence that all standard terms of engagement will be adhered to. Standard Contractor Terms will apply for all engagements unless otherwise agreed in writing. Suits&Sneakers Supplier contract and terms and conditions are to follow. By signing of this agreement you agree to be bound by these terms on engagement.
12. If you are in a position to refer other talent on projects that Suits&Sneakers has introduced you, you are required to refer within the Suits&Sneakers network and/or with express approval from S&S management. We're here to look out for each other as a network.
13. Signing this approval form also confirms your compliance and consent to the full terms of business Reference Document S&SSTC2020

### Signed On Behalf of the Contractor/Supplier

Signature	Date
Print Name	
Position/role	

### Signed On Behalf of Suits&Sneakers

Signature		Date	Dec 11th 2020
Print Name	Anne Miles		
Position/role	Managing Director		



+61 1300 804 372

+61 411 102401

www.suitsandsneakers.global

hello@suitsandsneakers.global

1712, Level 17, Mantra Building 1  
568 St Kilda Road  
MELBOURNE VIC 3004

ABN# 43136401075

# STANDARD CONTRACTOR TERMS & CONDITIONS OF HIRE

## Document S&SSTC2020

### 1 INTERPRETATION

1.1 In these Conditions:

"S&S" means Suits&Sneakers trading name of Magnetic Inspiration P/L (ABN 43 1364 01075) having its principal place of business at Suite 1712, Level 17 Mantra Building 1, 568 St Kilda Road, Melbourne Victoria Australia 3004.

"Conditions" means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between S&S and the Vendor, as such are agreed by authorised representatives of the parties.

"Contract" means the contract for the purchase of the Products or the performance of the Services as governed by these Conditions and the Purchase Order.

"Delivery Address" means the address for delivery stated in the Purchase Order.

"Purchase Order" means S&S's purchase order and/or Contractor Booking Form to which these Conditions are annexed, and/or any purchase orders subsequently sent by S&S to the Vendor.

"Booking Form" means S&S's booking information form which may be used with or without a Purchase Order to detail the terms of the engagement.

"Price" means the price of the Products and/or charge for the performance of Services (as the context so requires).

"Products" means the product(s) (including any instalment of the products or any part of them) described in the Purchase Order.

"Services" means the service(s) described in the Purchase Order.

"Specification" includes any plans, drawings, data or other information relating to the Products or Services.

"Vendor" means the company or person so described in the Purchase Order who is selling the Products or supplying the Services.

"Writing" includes hand written and typed communication, facsimile transmission and comparable means of communication.

1.2 Any reference in these Conditions to a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

### 2 BASIS OF PURCHASE

2.1 The Purchase Order constitutes an offer by S&S to purchase the Products and/or acquire the Services subject to these Conditions, and performance by the Vendor of the Services and/or delivery by you of the Products will constitute acceptance of such offer.

2.2 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to S&S or subject to which the Purchase Order is accepted or purported to be accepted by the Vendor, and the Vendor waives any right which it might otherwise have to rely on such other terms and conditions.

S&S may vary these Conditions at any time upon reasonable notice and S&S shall ensure that notice of such variation, along with the varied Conditions, shall be notified with a revised purchase order

### 3 SPECIFICATIONS

3.1 The quantity, quality and description of the Products and the Services shall, subject as provided in the Conditions, be as specified in the Purchase Order and/or

in any applicable Specification supplied by S&S to the Vendor or agreed in writing by an authorised representative of S&S

3.2 The Vendor shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Products and the performance of the Services. Any returnable receptacles, containers or packaging etc. shall be collected by the Vendor from S&S at the Vendor's own risk and expense.

3.3 The Vendor shall not unreasonably refuse any request by S&S to inspect and test the Products during manufacture, processing or storage at the premises of the Vendor or any third party prior to dispatch, and the Vendor shall provide S&S with all facilities reasonably required for inspection and testing.

3.4 If as a result of inspection or testing S&S is not satisfied that the Products comply or will comply in all respects with the Contract and S&S so informs the Vendor within 7 days of inspection or testing then the Vendor shall take steps as are necessary to ensure compliance.

3.5 The Products shall be marked in accordance with S&S's instructions and any applicable regulations or requirements of the carrier, and will be properly packed and secured so as to reach their destination in an undamaged condition and fit for their purpose.

### 4 CONFIDENTIALITY

4.1 The Vendor shall keep confidential all information pertaining to, belonging to, or held by S&S which may come into the Vendor's possession during the period of the Contract and shall not without the prior written consent of S&S divulge the existence of the Contract or disclose any of the aforementioned information to a third party for any purpose other than is necessary to fulfil its obligations under the Contract. The above conditions shall not apply to any information that is already within the public domain or any information obtained from a third party who is free to disclose the information.

### 5 PRICE OF THE PRODUCTS AND SERVICES

5.1 The price of the Products and the Services shall not exceed that stated in the Purchase Order and unless otherwise so stated shall be:

5.1.1 Inclusive of all royalties, license fees or similar expenses arising from the use of any intellectual property for the purpose of fulfilling the Contract and all charges for supply of agreed scope of works to the Delivery Address and any duties, and agreed assets.

5.1.2 Exclusive of any applicable goods and services tax (GST) (which shall be payable by S&S in respect to such taxable supplies, subject to receipt of a valid tax invoice).

5.2 No increase in the price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of S&S.

5.3 S&S shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Vendor to its customers.

### 6 TERMS OF PAYMENT

6.1 The Vendor shall, following supply of the Products and/or Services submit an invoice for the Price of the actual Products and/or Services supplied in accordance with the Contract which shall contain the particulars required by statute in respect of GST, the order number shown on the Purchase Order and any other particulars prescribed in the Purchase Order and such shall be sent to the Delivery Address as stated on purchase order.

6.2 Unless otherwise stated in the Purchase Order S&S shall pay the Price for the Products or Services within 30 days of receipt by S&S of a valid invoice or if later, after acceptance of the Products or Services by S&S, but time for payment shall not be of the essence. In some circumstances the payment terms will be defined by the specific client and will form part of the contract and booking form.

...2

6.3 S&S reserves the right to refuse payment of any invoice which is not submitted in accordance with the Contract. S&S shall be entitled to set off against the Price any sums owed to S&S by the Vendor or any holding subsidiary or associated company of the Vendor.

## **7 DELIVERY**

7.1 The Products shall be delivered to, and the Services performed at, the Delivery Address on the date or within the period stated in the Purchase Order, in either case during S&S's usual business hours. The Vendor shall be responsible for delivering and unloading the Products.

7.2 Where the date of delivery of the Products or of performance of the Services is to be specified after the placing of the Purchase Order, the Vendor shall give S&S reasonable notice of the specified date.

7.3 The time and date of delivery of the Products or of performance of the Services is of the essence of the Contract.

7.4 A packing note quoting the order number of the Purchase Order must accompany each delivery or consignment of the Products and must be displayed prominently.

7.5 If the Products are to be delivered, or the Services are to be performed, by instalments, the Contract will be treated as a single Contract and not severable.

7.6 S&S shall be entitled to reject any Products delivered or Services performed which are not in accordance with the Contract, and shall not be deemed to have accepted any Products or the performance of the Services until S&S has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Products or Services has become apparent.

7.7 The Vendor shall supply S&S in good time any instructions or other information required to enable S&S to accept delivery of the Products and performance of the Services.

7.8 S&S shall not be obliged to return to the Vendor any packaging materials for the Products, whether or not any Products are accepted by S&S.

7.9 If the Products are not delivered or the Services are not performed on the due date then, without prejudice to any other remedy, S&S shall be entitled to deduct from the Price or (if S&S has paid the Price) to claim from the Vendor by way of liquidated damage for delay five per cent of the Price for every week's delay, up to a maximum of fifty per cent.

## **8 RISK AND PROPERTY**

8.1 Risk of damage to or loss of the Products shall pass to S&S upon delivery in accordance with the Contract.

8.2 Property in the Products shall pass to S&S upon delivery, unless payment for the Products is made prior to delivery, when it shall pass to S&S once payment has been made.

## **9 WARRANTIES AND LIABILITY**

The Vendor warrants to S&S that the Products or Services:

9.1 will be of satisfactory quality and fit for any purpose held out by the Vendor or made known to the Vendor in writing at the time the Purchase Order was placed; and

9.2 will be free from defects in design, material and workmanship; and

9.3 will correspond with any relevant Specification or sample; and

9.4 will comply with all statutory requirements and regulations relating to the sale of the Products or supply of Services; and

9.5 The Vendor warrants that the Vendor has good title to the Products and that the Products are free from undisclosed charges, encumbrances or liens.

9.6 The Vendor warrants to S&S that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for S&S to accept in all circumstances.

9.7 Without prejudice to any other remedy, if any Products or Services are not supplied or performed in accordance with the Contract, then S&S shall be entitled, at S&S's sole option:

9.7.1 to require the Vendor to repair the Products or to supply replacement Products or re-perform the Services in accordance with the Contract within 7 days, and to reimburse S&S for carriage charges incurred by S&S in returning the nonconforming Products to the Vendor; and/or

9.7.2 and whether or not S&S has previously required the Vendor to repair the Products or to supply any replacement Products or Services, to treat the Contract in whole or in part as discharged by the Vendor's breach and required the full repayment of any part of the Price which has been paid; and/or

9.7.3 Recover from the Vendor any expenditure reasonably incurred by S&S in obtaining Products or Services from another supplier.

9.8 The Vendor shall indemnify S&S in full against all liabilities, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by S&S as a result of or in connection with:

9.8.1 breach of any warranty given by the Vendor in relation to the Products or the Services;

9.9 Breach of any of the Conditions include;

9.9.1 any claim that the Products infringe, or their importation, use or resale, infringes the patent, copyright, design, right, trademark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by S&S

9.9.2 any liability under the Trade Practices Act 1974 or equivalent State Fair Trading legislation in respect of the Products;

9.9.3 any act or omission of the Vendor or its employees, agents or sub-contractors in supplying, delivering and installing of the Products or performing the Services;

9.9.4 any act or omission of any of the Vendor's personnel in connection with the performance of the Services.

10.0 S&S reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Products or Services ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

## **11 INSURANCE**

11.1 If the Vendor is a PTY LTD company, the Vendor shall have in force and shall maintain a policy of professional indemnity insurance in respect of its liabilities with a limit of not less than \$20,000,000 for any one claim arising out of any one incident or event and without limit as to the number of claims during the period of insurance.

11.2 If the Vendor is a PTY LTD company, the Vendor shall have in force and shall maintain a policy of public liability insurance in respect of its liabilities with a limit of not less than \$20,000,000 for any one claim arising out of any one incident or event and without limit as to the number of claims during the period of insurance.

## **12 TERMINATION**

12.1 S&S shall be entitled to cancel the Purchase Order in respect of all or part only of the Products and/or Services by giving notice to the Vendor at any time prior to delivery or performance, in which event S&S's sole liability will be to pay to the Vendor the Price for the Products or Services in respect of which Buyer has exercised its right of cancellation, less the Vendor's net saving of cost arising from the cancellation. S&S may cancel the Purchase Order without incurring any payment charges, if such order is cancelled within 7 days of it being placed.

12.2 S&S shall be entitled to terminate the Contract without liability to the Vendor by giving notice to the Vendor at any time if:

12.2.1 the Vendor makes any voluntary arrangement with its creditors (within the meaning of the Corporations Act 2001) or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

12.2.2 an administrator, a liquidator, provisional liquidator receiver or receiver and manager has been appointed to oversee the Vendor's activities; or

12.2.3 an application (other than a frivolous or vexatious application) or an order has been made for the winding up or dissolution or a resolution passed for winding up or dissolution of the Vendor; or

12.2.4 the Vendor has ceased or is threatening to cease carrying on of its business or has stopped payment of its debts generally;

12.2.5 the Vendor ceases, or threatens to cease, to carry on business;

12.2.4 S&S reasonably apprehend that any of the events mentioned above is about to occur in relation to the Vendor and notifies the Vendor accordingly;

12.2.5 the Vendor commits a breach, and if capable of remedy, fails to remedy within 7 working days following notification of the breach by S&S.

12.2.6 the Vendor is subject to a change of control

12.3 Termination of the Contract for any reason shall not bring to an end the confidentiality obligations contained in Clause 4 hereunder.

...3

12.4 Termination of the Contract, however arising, shall be without prejudice to the rights and duties of S&S accrued prior to termination.

### **13 SALES TO THIRD PARTIES**

12.1 The Vendor agrees not to sell items made to S&S's specific instructions to any person, third party or company except with written authority from S&S.

### **14 OCCUPATIONAL HEALTH & SAFETY**

14.1 The Vendor agrees to comply with all standard Occupational Health and Safety requirements for the relevant workplaces. All information held by, or reasonably available to the Vendor regarding any potential hazards known to exist in the transport, handling or use of the Products for themselves or others must be immediately communicated and confirmed in writing to the placement representative or to S&S.

### **15 LABELLING**

15.1 A description of the Products, name of individual or department concerned, any special directions for storage, expiry date of contents (where applicable) shall be shown on the outside of every package, asset or communication unless otherwise specified in the Contract.

### **16 CORRUPTION**

16.1 S&S shall be entitled to terminate the Purchase Order and to recover from the Vendor the amount of any loss resulting from such cancellation, if the Vendor shall have offered or given or agreed to give any person employed by S&S any gifts, payments of considerations or any kind of inducement in relation to the obtaining or execution of any Products.

16.2 S&S shall be entitled to terminate the Purchase Order and to recover from the Vendor the amount of any loss resulting from such cancellation, if the Vendor misrepresents their skillset, credited participation on any past intellectual property projects, falsifies their identity, or any related fraudulent activity in relation to the obtaining or execution of any Products.

### **17 REFERRAL AND INTRODUCTIONS**

17.1 Should The Vendor be in a position to refer other work during a project that they have been engaged by Suits&Sneakers you must not refer work to suppliers, contractors, freelancers or talent of any kind outside the Suits&Sneakers network or without express approval of Suits&Sneakers management. The purpose of the network is to protect the freelance community and support each other. Any breach of this code may be terms for dismissal and project cancellation at Suits&Sneakers discretion.

### **17 GENERAL**

17.1 Except for fraudulent misrepresentation, this Contract constitutes the full and complete agreement between the parties and supersedes all prior understandings, whether oral or written, pertaining to the subject matter. In the event of conflict, these Conditions shall prevail.

17.2 The Purchase Order is personal to the Vendor and the Vendor shall not assign or transfer or purport to assign or transfer to any other person any of its right or subcontract any of its obligations under the Contract.

17.3 Any notice required or permitted to be given by either party to the other under these conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

17.4 No waiver by S&S of any breach of the Contract by the Vendor shall be considered as a waiver of any subsequent breach of the same or any other provision.

17.5 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

17.6 The Contract shall be governed by the laws of Victoria, and is subject to the non-exclusive jurisdiction of the courts of that State.

### **Term of Agreement Valid from December 2020**



+61 1300 804 372

+61 411 102401

www.suitsandsneakers.global

hello@suitsandsneakers.global

1712, Level 17, Mantra Building 1  
568 St Kilda Road  
MELBOURNE VIC 3004

Please complete and return to Suits&Sneakers prior to project commencement. Information provided will remain CONFIDENTIAL and will not be disclosed to a third party without written approval from the supplier.

# CONTRACTOR OR FREELANCER BOOKING FORM

## FREELANCER OR CONTRACTOR DETAILS:

COMPANY /INDIVIDUAL NAME: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

## PROJECT OR WORK DETAILS:

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

## TERM OF BOOKING:

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

## RATE AGREED:

\_\_\_\_\_

## COMMENCEMENT DATE (INCLUSIVE OF FIRST DAY):

## END OF BOOKING (INCLUSIVE OF LAST DAY):

\_\_\_\_\_

It is a requirement of booking that all copyright in any creative assets that you produce during this agreement is transferred 100% to Suits&Sneakers and in turn to the paying client once the account is paid in full. Any licensed material needing royalties paid must be agreed up front.

PLEASE NOTE: TO ENSURE TIMELY PAYMENT OF YOUR INVOICE (Generally paid within 14 days)

Suits&Sneakers requires a legible TAX INVOICE which includes:

- Registered name, address and ABN
- TAX INVOICE + TAX INVOICE NUMBER
- DATE of TAX INVOICE
- Bank details
- Tax Declaration Form (if PAYG)
- Detailed description of service provided
- Invoice total - advising if invoice includes or excludes GST
- Project or reference number supplied by Suits&Sneakers

DATE: \_\_\_\_\_ NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_