
Contract for services
(Independent Contractor)

Lucy Cerrone
ABN 94189840752("Contractor")

Shepparton Chamber of Commerce & Industry
ABN 68976500513 ("Principal")

Agreement of Contract for services

Reference Schedule

Item

1. Start Date

1st May 2015

2. Work

To undertake the following tasks and services as are assigned to the contractor from time to time by the Principal, its agents or employees:

- a. For providing Administrative and Organizational support to deliver the 2015 Business Awards (known as “the event”) including the following,
 - i. Coordinate and manage the assessment criteria and judging of the awards
 - ii. Coordinate and deliver the framed awards certificates to the Adviser
 - iii. Coordinate and arrange delivery of the nomination forms to all businesses
 - iv. Manage and Coordinate all applications and nominations for awards
 - v. Coordinate and manage the bookings of entertainment and the venue function centre
 - vi. Monitor and respond to all correspondence inwards and outwards including, mail, facsimile and email for the event
 - vii. Providing co-ordination of the event on the evening, including running sheets bookings, table decorations, bag decorations, sponsor signs, entertainment and any other products or services to ensure a successful event
 - viii. Provide feedback at the debrief after the event to ensure an ongoing successful event
 - ix. Any other lawful direction from the Business Awards Sub Committee

3. Remuneration

The principal and the contractor agree to a flat fee of \$12,000.00, payable in installments as detailed at Schedule 1. Any additional projects outside of the above will be quoted by the contractor on a case-by-case basis.

4. Mode of Payment

The remuneration is to be paid via bank cheque. The payments will be made as per the payment schedule 1

5. Termination Date

The date of termination of this contract is not specified.

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This Agreement of Contract for Services is between:

Lucy Cerrone ABN 94189840752 ("**Contractor**")

AND

Shepparton Chamber of Commerce & Industry ABN 68976500513
of 219-225 Wyndham St, Shepparton, Victoria, Australia
("**Principal**")

Background

- A. The Principal carries on the business in which it needs to engage the services of the Contractor ("**Principal's business**").
- B. The Contractor carries on a business sufficient to carry out its contractual duties under this agreement.
- C. The Contractor will provide services to the Principals business upon the terms of this agreement.

This Agreement states:

1. What is the Contractor to do?

The Contractor performs such Work from the Start Date as is assigned to it from time to time by the Principal in skilful, expeditious and professional manner for the Remuneration. The Contractor warrants that it is duly qualified to and will perform the work in a careful, skilful, diligent and efficient manner.

2. Who maintains the Contractor's equipment?

Where the Contractor is required to provide or utilize equipment, such equipment is suitable for the Work and is maintained by the Contractor in good working condition.

3. Are the Contractor's employees and assigns also bound?

A reference by party to this agreement includes its agents, employees and assigns.

4. Who controls the Contractor and its employees?

The Contractor supplies the work as an independent contractor. The Contractor is not in partnership, or in a joint venture or an employee, servant or agent of the Principal.

Nothing in this agreement is construed as to constitute the Principal to be an employer and the Contractor (or its own employees and agents) to be an employee. It is the express intention of the parties that such a relationship is denied.

Upon written notice to the Contractor, the Principal can demand that any of the Contractor's employees and agents cease to perform the Work. In such event the Contractor provides the Services of an alternative person. The parties acknowledge that the Contractor only (not the Principal):

- I. Is able to delegate duties for the contracted services.
- II. Is required to make its own insurance and tax payment arrangements.
- III. Controls and is responsible for itself and its employees. If any legislation imposes an employer/employee obligation onto the Principal then the Contractor carries out all such obligations and pays all such costs and indemnifies and holds the Principal harmless. Further, the Contractor states that it has the necessary insurances (such as Workers Compensation) for itself and any of its employees and sub-contractors connected with the Principals business. The Contractor provides evidence of such insurance to the principal at the Principal's request. Further the Contractor indemnifies the Principal and pays any additional payroll tax payable because of grouping.

5. What does the Contractor keep confidential?

Except as authorized by the Principal in writing or required by the Contractor's performance of the Work, the Contractor does not (directly or indirectly) reveal to any third party such confidential information (reasonably regarded as confidential, being information not in the public domain or known to the Contractor's competitors):

- I. Technical data, research and development information, any trade secret, confidential dealing, operation o process.
- II. Any information concerning the organisation, business, finances, transactions or affairs of the:
 - a. Business records, client records, information, notes, products, know how, trade secrets, other data and secret information
 - b. Principal or any related corporation or associate of the Principal
 - c. Names and details of clients, suppliers and agents or employees and employees details
 - d. Clients or any related corporation or associate of the Principal
 - e. Accounting procedures or financial information.

(collective "**Confidential Information**")

The Contractor keeps with complete secrecy all Confidential Information. The Contractor does not use (or attempt to use) any Confidential Information in any manner. The Contractor does not use (or attempt to use) any Confidential Information that may (directly or indirectly) cause injury to the Principal (or the Principal's business) or which may be likely to do so. This restriction continues after the Work is completed. This restriction continues after this agreement terminates.

The Principal and its agents agree to keep confidential the Contractors Confidential Information ("**Contractors Confidential Information**") being all information relating to the current or future business interests, methodology or affairs of the Contractor and its related parties or any person or entity with which it deals or is concerned with, including, without limitation, all:

- I. Technical data;
- II. Research and development information;
- III. Business records, compliance processes and procedures, training processes and procedures, copyright documents, electronic communications or records and software supplied under the agreement, client records, information, notes, products, know how, trade secrets, or other data;
- IV. Accounting procedures or financial information;
- V. Names and details of clients, suppliers and agents;
- VI. Employee details; and
- VII. Secret information;

Reasonably regarded as confidential, being information not in the public domain or known to the competitor's Contractor.

6. When are documents and records returned to the Principal?

All records and documents (paper, electronic or otherwise) and copies and extracts made or acquired by the Contractor, in the course of Performing the Work, are the Principal's property. The Contractor collects up and returns such records and documents to the Principal when the agreement is terminated or upon the Principal's demand.

7. How does the Contractor protect the Principal?

The Contractor:

- I. Acts, with the utmost good faith in all of its dealings with the Principal.
- II. Does not intentionally do anything which is or may be harmful to the Principal.
- III. Reports promptly all reasonable information, explanations and advice which the Principal requires or as to which the Principal should properly be informed of.
- IV. The Contractor will provide all detailed workings for work performed prior to lodgment, and if acceptable, the work will be lodged with the Australian Taxation Office.

8. Is the Contractor bound by the law?

Not Applicable

9. How much notice is needed to end this agreement?

This agreement continues in force until the Termination Date, or by either party giving the other one month's notice in writing.

10. Can the Principal end the agreement without notice?

The Principal may termination this agreement at any time and without prior notice. This is the case if the Contractor is guilty of any dishonesty, serious misconduct or serious neglect of duty. This is also the case if the Contractor is in breach of any of the terms of this agreement, or refuses, to comply with any reasonable instructions or directions given by the Principal.

11. What happens if one of the parties becomes insolvent?

Either party may end the agreement in writing (without notice) if the other party suffers any of the following:

I. For a Corporation:

- a. An application is made to a court for an order or an order is made that the corporation can be wound up
- b. An application is made to a court for an order appointing a liquidator or provisional liquidator in respect of that corporation or one of them is appointed, whether or not under a order
- c. A meeting is convened or a resolution is passed to appoint an administrator for that corporation
- d. The corporation proposes or enters into an agreement of company arrangement with for the benefit of all or any class of its creditors without the consent of the other party
- e. A resolution is passed to wind up or dissolve that corporation (f) the corporation is dissolved
- f. The corporation is or becomes insolvent within the meaning for that expression in subsection 95A(2) of the Corporations Law or any of the events mentioned in paragraphs (a) to (f) inclusive of subsection 459C(2) of the Corporations Law occurs in respect of the Corporation
- g. The appointment of an administrator in respect of that corporation or a receiver or manager of the whole part of the assets and undertaking of the corporation

II. For an individual:

- a. individual commits an act of bankruptcy
- b. individual proposes or enters into an agreement of assignment or an assignment for the benefit of its creditors or any class of creditors

12. Can the Contractor assign its rights under this agreement?

The Contractor may not assign its rights under this agreement without the Principals prior written consent.

13. How can this agreement be varied?

A variation of this agreement must be in writing and signed by all parties to the agreement.

14. Have the parties agreed to anything outside of this agreement?

This agreement is the entire agreement for contract for service between the Principal and the Contractor.

15. What happens if part of this agreement is unenforceable?

If the whole or part of a provision of this agreement is held to be invalid or unenforceable in any jurisdiction it is severed from this agreement. It is severed to the extent of such invalidity or unenforceability of the remainder of the agreement.

16. How can one party give notice to the other?

Any notice given for any purpose under this agreement is served on the Contractor or Principal if delivered or posted to the respective addresses.

17. What law applies to the agreement?

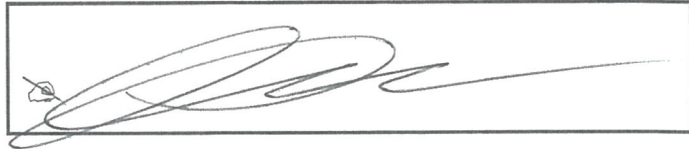
This agreement is governed and construed according to the laws of the state in which the Contractor resides in, as evidenced by the Contractor's address in this agreement. Each party irrevocably submits unconditionally to that jurisdiction and of all courts competent to hear appeals for any legal action suit of proceeding arising from this agreement.

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SIGNED as an agreement on the 1st Day of May 2015

AS CONTRACTOR:

SIGNED by.....
For and on behalf of
Lucy Cerrone ABN 94189840752

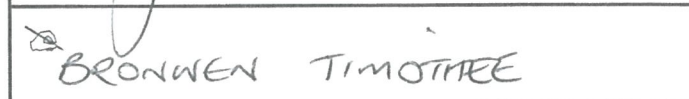


In front of the person below being over 18 years of age and not involved with the contents of this document or related to any of the parties to this document

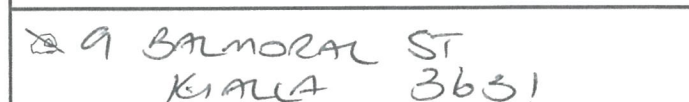
Witness signature:
(Australian citizen)



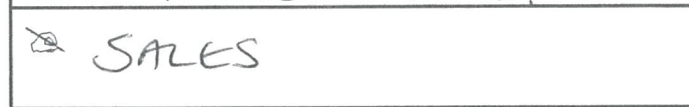
Witness name:
(please print)



Witness address:

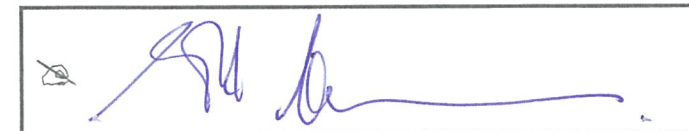


Witness Occupation:



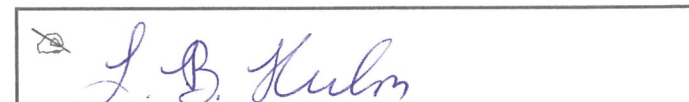
AS PRINCIPAL:

SIGNED by.....
For and on behalf of Shepparton
Chamber of Commerce & Industry
ABN68976500513

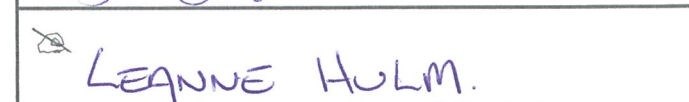


In front of the person below being over 18 years of age and not involved with the contents of this document or related to any of the parties to this document

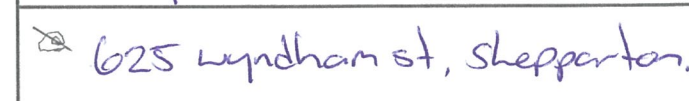
Witness signature:
(Australian citizen)



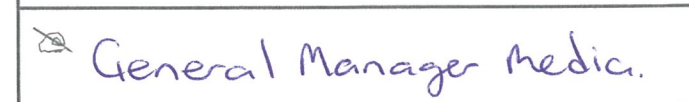
Witness name:
(please print)



Witness address:



Witness Occupation:



Schedule 1**Payment Schedule for Remuneration for Services Rendered**

15 th of May 2015	\$1,000
15 th of June 2015	\$2,000
15 th of July 2015	\$2,000
15 th of August 2015	\$2,000
15 th of September 2015	\$2,000
15 th of October 2015	\$2,000
15 th of November 2015	\$1,000