

SUBCONTRACTOR GOODS AND SERVICES TAX (GST) COMPLIANCE AGREEMENT

This Agreement is made on the _____ day of _____, 20____.

BETWEEN:

Principal Contractor:

ABN / Business No:

Address:

And

Subcontractor:

ABN / Business No:

Address:

BACKGROUND:

1. The Principal Contractor engages the Subcontractor to perform certain works and services from time to time.
2. The parties wish to ensure compliance with the relevant Goods and Services Tax (GST) legislation and establish protocols for tax invoices and adjustments.

IT IS AGREED AS FOLLOWS:

1. GST Registration Warranty

The Subcontractor warrants that it is registered for GST at the date of this Agreement and will remain registered for the duration of its engagement with the Principal Contractor. The Subcontractor must immediately notify the Principal Contractor in writing if its GST registration status changes or is cancelled.

2. Tax Invoices

The Subcontractor agrees to issue a valid Tax Invoice in respect of any taxable supply made to the Principal Contractor before the Principal Contractor is obligated to make any payment for that supply.

3. Recipient Created Tax Invoices (RCTI) (Tick if applicable: [])

Where the parties agree to enter into an RCTI arrangement:

- a. The Principal Contractor can issue Tax Invoices in respect of the supplies.
- b. The Subcontractor will not issue Tax Invoices in respect of those supplies.
- c. The Subcontractor acknowledges that it is registered for GST when it enters into the agreement and that it will notify the Principal Contractor if it ceases to be registered.
- d. The Principal Contractor acknowledges that it is registered for GST when it enters into the agreement and that it will notify the Subcontractor if it ceases to be registered.

4. Indemnity

The Subcontractor indemnifies the Principal Contractor against any loss, cost, expense, penalty, or damage suffered or

incurred by the Principal Contractor arising out of or in connection with any breach of the warranties or obligations contained in this Agreement, including any failure by the Subcontractor to maintain GST registration.

5. Governing Law

This Agreement is governed by the laws of _____.

EXECUTED AS AN AGREEMENT:

Signed for and on behalf of the Principal Contractor:

Signed for and on behalf of the Subcontractor:

Signature

Signature

Name (Printed)

Name (Printed)

Position

Position

Date

Date