

DEED POLL

GST COMPLIANCE (INDEPENDENT SUBCONTRACTOR)

THIS DEED POLL is made on the _____ day of _____, 20_____.

BY:

Subcontractor: _____

ABN: _____

Address: _____

IN FAVOR OF:

Principal: _____

ABN: _____

Address: _____

BACKGROUND

- A. The Principal and the Subcontractor have entered, or may enter, into one or more agreements for the provision of services and/or goods (the "Subcontract Agreement").
- B. Under the terms of the Subcontract Agreement, the Subcontractor is required to comply with all Goods and Services Tax ("GST") legislation and requirements.
- C. The Subcontractor executes this Deed Poll to confirm and warrant its compliance with GST legislation and to indemnify the Principal in respect of certain GST liabilities.

OPERATIVE PROVISIONS

1. Definitions & Interpretation

- a. In this Deed Poll, "GST", "GST Act", "Tax Invoice", "Recipient Created Tax Invoice" (RCTI), "Adjustment Event", and "Adjustment Note" have the meanings given to those terms in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- b. "Subcontractor" means the entity executing this Deed Poll.
- c. "Principal" means the entity in whose favor this Deed Poll is executed.

2. GST Registration Warranties

- a. The Subcontractor warrants and represents that it is registered for GST under the GST Act and that its GST registration is active and valid.
- b. The Subcontractor must notify the Principal in writing immediately (and in any event within twenty-four (24) hours) if:
 - i. its GST registration is cancelled, suspended, or ceases to be effective for any reason;
 - ii. its ABN is cancelled or changed; or
 - iii. there is any change in its GST status.

3. Tax Invoices and Adjustment Notes

- a. The Subcontractor agrees and undertakes to provide the Principal with a valid Tax Invoice in respect of any taxable supply made by the Subcontractor under or in connection with the Subcontract Agreement before the Principal is obligated to make any payment for that supply.
- b. Where an Adjustment Event arises in relation to a taxable supply made by the Subcontractor, the Subcontractor must within seven (7) days of becoming aware of the Adjustment Event issue a valid Adjustment Note to the Principal.

4. Recipient Created Tax Invoices (RCTIs)

- a. If the Principal and Subcontractor agree to enter into an RCTI arrangement, the Subcontractor:
 - i. agrees that the Principal can issue Tax Invoices in respect of the supplies;
 - ii. agrees that the Subcontractor will not issue Tax Invoices in respect of the supplies;
 - iii. acknowledges that it is registered for GST when it enters into the agreement and that it will notify the Principal if it ceases to be registered.

5. Indemnity

- a. The Subcontractor must indemnify and keep indemnified the Principal on demand against any loss, cost, liability, expense (including reasonable legal costs), penalty, interest, or damage suffered or incurred by the Principal arising out of or in connection with:
 - i. any breach of the warranties or undertakings contained in this Deed Poll; or
 - ii. any failure by the Subcontractor to pay GST, to be registered for GST, or to provide valid Tax Invoices or Adjustment Notes to the Principal as required by law.

6. Governing Law

This Deed Poll is governed by and must be construed in accordance with the laws of _____, and the Subcontractor submits to the non-exclusive jurisdiction of the courts of that place.

EXECUTED AS A DEED POLL on the date first written above.

Executed by the Subcontractor:

Signature of Authorized Representative / Director

Signature of Witness / Director / Secretary

Name of Authorized Representative / Director (Printed)

Name of Witness / Director / Secretary (Printed)