

SD – Management of Independent Contractors

Headway Gippsland may occasionally seek to engage independent contractors to perform services, where contractors have particular skills but are not needed on a permanent or long-term basis.

Independent contractors do not have a statutory entitlement to minimum wages or benefits such as paid leave. Instead, they negotiate the terms of their contract for service with the organisation that hires them.

Headway Gippsland is committed to engaging independent contractors through fair and proper process and upholding their minimum legislative protections. Headway Gippsland will only engage individuals as independent contractors where they can genuinely be described as such; exhibiting the freedoms and autonomy associated with this category of work.

Definitions

Contract for services: is the contract between a hiring organisation and an independent contractor for the provision of services for payment.

Independent contractor: is an individual who runs their own business and is hired to complete a specific task or tasks, in accordance with terms set within a contract. An independent contractor generally uses their own tools, methods and processes to complete their work. They can delegate their roles if they wish and can work for multiple clients at a time.

Procedures

Engaging an independent contractor

Headway Gippsland may hire an independent contractor to provide work to the organisation in a variety of situations. Independent contractors may be engaged by Headway Gippsland on a fixed term contract, to perform a specific task or to provide a service under a contract of indefinite duration. The terms of engagement will be specified in the contract for services.

An independent contractor is required to provide proof of identity before engagement. Headway Gippsland Administration will be responsible for sighting and checking this identification. Documents that may be required for this process include:

- Licences to drive or operate specific equipment;
- Identification (e.g. driver's licence, passport);
- Certificates for trade, qualifications and insurance;
- Registrations (e.g. for a professional body or association); and
- Working with Children and or Criminal Record Check, if required.

Insurance

Independent contractors are typically required to arrange for their own insurance cover, including accident compensation, public liability and professional indemnity.

Insurance requirements will depend on the nature of work being performed, and in some instances, both Headway Gippsland and the independent contractor will have insurance obligations.

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Specific requirements should be discussed when an independent contractor is first engaged by Headway Gippsland, as Headway Gippsland's own insurance may not cover the contractor. The insurance obligations of both parties should be clearly laid out in the contract for service.

Independent contractors are required to have a current public liability policy of at least A\$10 million, which is to be sighted and recorded.

Safe working environment

Headway Gippsland has a duty to provide a safe working environment, for anyone whose workplace is controlled, to some degree, by Headway Gippsland, including independent contractors. Headway Gippsland will provide independent contractors with a safe working environment, and safe practices and systems of work, so far as reasonably practicable. This should include ensuring that any machinery, substances or facilities used are safe, and that all independent contractors have adequate training, supervision, and are properly licensed, where required.

Independent contractors are also required to comply with certain work health and safety duties. Headway Gippsland requires that independent contractors ensure their actions do not put themselves or others at risk, that they alert appropriate people to hazardous workplace situations and report any accidents or injuries.

Headway Gippsland requires that independent contractors:

- Comply with Headway Gippsland's work health and safety policies and procedures;
- Observe authorised directions in relation to health and safety;
- Receive Headway Gippsland site-specific work health and safety induction;
- Follow signing in/out attendance and building access requirements on Headway Gippsland's premises;
- Assess the workplace for hazards;
- Report hazards and incidents; and
- Take personal responsibility for working safely.

General protections

Independent contractors are afforded certain limited workplace rights under the *Fair Work Act 2009*.

Further information on general workplace protections can be found on Fair Work Online, at <https://www.fairwork.gov.au>.

Ending a contracting relationship

Most commonly, the contracting relationship between Headway Gippsland and an independent contractor will end when both parties have fulfilled all that is required of them under the contract.

If Headway Gippsland wishes to terminate a contract before this, this can be done if both parties mutually agree to end the contract.

The contract itself may also allow for early termination by either or both parties if a defined period of notice is given (i.e. 14 days).