



**Contract for Supply of Temporary
Workers**

NORTH CANTERBURY EMPLOYMENT SOLUTIONS
LIMITED

Contract for Supply of Temporary Workers

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NORTH CANTERBURY EMPLOYMENT SOLUTIONS LIMITED

Contract for Supply of Temporary Workers

1. PARTIES

This contract is agreed between:

... [hereinafter referred to as "*the Client*"]

and

North Canterbury Employment Solutions Limited

... [hereinafter referred to as "*the Principal*"]

2. BACKGROUND

- 2.1 The Principal has agreed to provide the Client with the services of workers (the "Temporary") from time to time on a temporary basis ("the assignment").

3. AGREEMENT

- 3.1 Each occasion the Principal agrees to provide a Temporary to the Client is a new contract provided on the terms and conditions as contained in this contract.
- 3.2 This contract replaces any previous contract, agreement or arrangement entered into between the Client and the Principal.

4. RATES

- 4.1 The chargeable rate for a Temporary (including allowances, if any) will be agreed between the Principal and the Client prior to each assignment.
- 4.2 The minimum assignment length is four hours per day. A charge equal to 4 hours at the hourly rate is payable on any assignment with a duration of less than 4 hours per day.
- 4.3 The Principal reserves the right to vary the chargeable rate (including allowances, if any) at any time by giving notice of such variation to the Client.

5. TAXES

- 5.1 Goods and services tax and any other tax or levies (other than PAYE or ACC levies) in respect of the Temporary imposed by any statute, regulation or by law in respect of the provision of services by the Principal shall be payable by the Client in addition to the charges and other monies payable pursuant to this contract.

6. PAYMENTS

“Allowances” means all expenses incurred in the provision of work by the Temporary including but not limited to travel, accommodation etc. “Due date” means seven days after the date of the invoice for the charges.

- 6.1 The Principal will invoice the Client weekly for charges owing pursuant to this contract.
- 6.2 The Client shall pay the charges invoiced by the due date.
- 6.3 Should the charges not be paid by due date then:
- (a) The Client will pay on demand:
 - (i) A penalty at the rate of 10% down to the date of payment of the charges in full;
 - (ii) The Principal’s charges and all costs associated with the enforcement or attempted enforcement of the Principal’s rights, remedies and powers under these terms and conditions or otherwise at law;
 - (b) The Principal may without prejudice to its other rights, remedies and powers immediately terminate any assignment with the Client.

General

- 6.4 No waiver or any breach of this agreement shall be deemed to be a waiver of any other or any subsequent breach. The failure of either party to enforce any provision at any time shall not be interpreted as a waiver of that provision.
- 6.5 No claim or dispute raised by the Client shall be a ground for the Client withholding payment of any monies due to the Principal under this contract, nor shall such claim or dispute give the Client any right to offset any payment due to the Principal.

7. GUARANTEE

- 7.1 In consideration of the Principal at the Guarantor’s request agreeing to provide the services of a temporary worker in the manner contemplated herein the guarantor unconditionally guarantees to the Principal the due and punctual payment by the Client of all monies payable in respect hereof as when the same shall become due and payable by the Client.
- 7.2 This guarantee shall be a continuing guarantee and shall not be discharged by any settlement of account.
- 7.3 The Guarantor’s liability under this guarantee shall not be discharged, abrogated, prejudiced or affected by:
- (a) The giving of time, credit or other indulgence or concession to the Client;
 - (b) Any variation to these terms and conditions;
 - (c) Any suspension of service or refusal for any reason to provide the further services of a temporary worker;
 - (d) Any other act, omission or event which but for these provisions might operate to discharge or otherwise affect the guarantor’s obligations under this guarantee or any rights, or remedies conferred upon the Principal by this guarantee or by law.

8. CANCELLATIONS

- 8.1 Cancellations must be advised to the Principal by the Client three hours prior to commencement of the assignment. If the Client fails to advise the Principal within the above time period the Client shall pay the Company an amount equal to four hours at the hourly charge out rate of the Temporary which will be invoiced to the Client by the Principal.

9. REDUCTION/CANCELLATION OF CHARGE

- 9.1 If the services of the Temporary prove to be unsatisfactory the Principal shall at the Principal's discretion either reduce or cancel the charge otherwise invoiced to the Client for that Temporary provided that the Client notifies the Principal and the Temporary's assignment is cancelled within four hours of the commencement of the assignment.
- 9.2 Should the Client find the Temporary unsatisfactory at any time after the first four hours of an assignment, then the Principal shall use its best endeavours to replace the Temporary. Full charges will apply.

10. INDEMNITY

- 10.1 Whilst every effort is made by the Principal to give satisfaction to the Client when providing a Temporary, the Client acknowledges and agrees that:
- (a) The Client shall supervise, direct and control the manner and conditions under which the assignment is to be performed subject to the obligations, duties and regulations, whether statutory or others relating to the place, nature or system of work;
 - (b) The Client will be responsible for all acts and omissions of any Temporary whether wilful, negligent or otherwise;
 - (c) The Principal shall not be liable under any circumstances whatsoever for any loss, damage or expense suffered or incurred by the Client arising either indirectly or directly from the actions of a Temporary on assignment or arising out of any delay or failure to refer a Temporary to the Client; and
 - (d) Client hereby indemnifies the Principal against all liabilities, losses, costs for damages suffered or incurred by the Company and/or the Client whether directly or indirectly out of any act or omission of the Temporary whilst on assignment.
- 10.2 The provisions of this clause shall continue to have effect and be binding upon the Client and its successors notwithstanding that the contract to which these terms and conditions apply has been full performed.

11. INSURANCE

- 11.1 The Temporary is not covered under the insurance policy of the Principal. In the event that the Temporary is required to handle valuables, vehicles, cash, machinery, documentation or equipment whether on or off the premises of the Client, the Client will immediately make arrangements of the Temporary to be endorsed on the insurance policy of the Client with appropriate cover for the specific circumstances. Under no circumstances will the Principal be liable for any losses incurred as a result of the Client's failure to insure the Temporary.
- 11.2 The Temporary shall not be required to use his/her own motor vehicle during an assignment for the Client's purposes. Where the Temporary does use his/her motor vehicle for such purposes the Client will be liable for all loss or damage which is suffered to the extent that such loss or damage is not covered by any insurance cover held by the Temporary.

12. WORK SAFETY AND INJURIES

- 12.1 The Client will furnish the Temporary with a safe place to work and appropriate protective clothing and equipment.
- Personal safety equipment as provided for under the Health and Safety in Employment Act 1992 required by the Temporary when working for the Client shall be provided by the Client or Principal as agreed in writing at the time of and at each assignment.
- 12.2 The Client shall provide the Principal with a copy of the Client's health and safety policy to enable the Temporary to be briefed prior to an assignment.
- 12.3 The Client shall provide the Temporary with adequate training and supervision to complete the assignment in a safe manner.
- 12.4 Any accidents involving a temporary must be reported to the Principal immediately.
- 12.5 If a Temporary is injured while working for the Client, the Client will indemnify to the full extent available/allowed at law the Principal in respect of any liability resulting from the injury including, but not limited to:
- (a) Any claims by the Temporary against the Principal which arise under common law;
 - (b) To the full extent available/allowed at law in regard to any criminal penalties imposed on the Principal under any Act, regulations or delegated legislation including the Health and Safety in Employment Act 1992; and
 - (c) Any payment to be made by the Principal under the Accident Rehabilitation and Compensation and Insurance Act 1992, including any increases in levies paid by the Principal under the Act as a result of the injury or accident causing the injury.

13. ENGAGEMENT OF TEMPORARY

- 13.1 If within 6 months of the termination of an assignment, the Client engages the Temporary either by employment or as an independent Principal, or either directly or indirectly introduces a Temporary to any other person or organisation who engages the Temporary either in employment or as an independent Principal, the Client shall be liable to pay to the Principal an amount equivalent to five weeks wages for the Temporary (calculated on a forty hour week).
- 13.2 The Principal is not responsible for any aspect of the Temporary's performance or actions once appointed by the Client as an employee of the Client's.

14. CONFIDENTIALITY

- 14.1 In the course of receiving services, the Client may receive and handle information relating to the Principal's business and Temporary that is considered to be a confidential. The Client shall not use or disclose such information that has or may be acquired during the term of this contract with the Company.
In the course of supplying services to the Client the Principal may receive and handle information relating to the Client's business. Any information will be treated as confidential at all times. The Principal shall not use or disclose any information that has been acquired for any purposes other than providing a service to the Client.
- 14.2 This restriction will apply without any limit in point of time.

15. EMPLOYMENT RELATIONS

- 15.1 The Client accepts that the Temporary is the employee of the Principal. However the Client shall comply with current legislation and common law in regard to employment of employees except as provided by this clause.
- 15.2 Where the Temporary fails to meet the requirements of the Client for reasons including misconduct, poor performance or such other similar circumstances the Client will contact the Principal immediately.
- 15.3 The Client will not undertake any disciplinary action or performance management action (or similar action) in regard to the Temporary. The Principal is responsible for any and all such action.
- 15.4 Where the Client breaches this provision or undertakes any action that results in a personal grievance claim by Temporary, the Principal shall be entitled to be indemnified in respect of such claims by the Client and to receive the costs of any such claim (including any remedies provided to the Temporary) from the Client.
- 15.5 For clarity the provisions of this clause will apply whether or not the Temporary's claim is successful and includes any settlement reached with the Temporary whether negotiated by the mediation services or negotiated directly between the Principal and the Temporary.

16. AMBIT

- 16.1 The provision of services by the Principal is on the basis that the Client complies with the terms and conditions contained herein. The Principal reserves the right to withdraw the Temporary at any time for non compliance with these terms and conditions without limiting other remedies available at law.
- 16.2 This contract shall be binding on and have affect for the benefit of the successors of the Client and the successors and assigns of the Principal.
- 16.3 Notwithstanding clause 15.2 the Client shall not assign this contract without the written consent of the Principal.
- 16.4 The terms and conditions contained in this contract shall be governed by the laws of New Zealand.

DATED THE DAY OF 20...

SIGNED by and on
Behalf of the Principal

Signature of the Principal

I declare that I have read and understand fully the terms of this contract and I am authorised to sign for and on behalf of the client:

SIGNED for and on
Behalf of the Client

Signature of the Client

Name and Designation

SIGNED by the Guarantor

Signature of the Guarantor

Name

