

CONTRACTOR AGREEMENT

**STMS
Hire**

SECTION A: ARGEMENT AND KEY DETAILS

AGREEMENT

The Company engages the Contractor, and the Contractor agrees to provide the Services and Deliverables on the terms of the agreement. The Agreement comprises:

- **Section A** (*Agreement and Key Details*), Including this cover page and the signatures clause; and
- **Section B** (*General Terms [including the schedule]*).

Each party warrants that it has full power and authority to enter and perform its obligations under the Agreement which, when signed, will constitute binding obligations on the warranting party.

KEY DETAILS

ITEM		DETAIL
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Start / End Date

Parties

Services and Deliverables

Traffic Management Services

Requirements

Personal must hold required qualifications and licenses relevant to works being undertaken.

TERMS AND CONDITIONS

SECTION B: GENERAL TERMS

Acceptance of Terms and Conditions

INTERPRETATION

Definitions: In the Agreement, the following terms have the stated meaning;

TERM	MEANING
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Agreement

1.1 Key Details | Contracting the supplier to carry out work constitutes;

- a) acceptance by the customer of these terms and conditions.
- b) the terms and conditions of trade do not require the client's signature and are considered binding.

Price and Bookings

2.1 All services are supplied at the price ruling agreed, all prices as quoted are exclusive of GST unless otherwise stated.

2.2 Minimum booking time or charge out is 4 hours.

2.3 Hours exceeding over the booked hours may incur a one-off fee of 25.00 and additional hour/s will be charged at the price ruling rate per hour, unless superseded by point 2.4 no variation to the work originally quoted for, shall be carried out without the agreement of both client and provider.

2.4 On any set day hours booked and worked exceeding 10 hours will be invoiced at time and a half , this includes variation agreements made on the day.

2.5 An additional charge of 20.00 per hour will be added if the contractor's own vehicle is required.

Confidential Information

3.1 All information that is not in the public domain and is developed, created or acquired by the Contractor in the provision of the Services and Deliverables or otherwise in connection with the Agreement, including:

- a) the terms of the Agreement;
- b) details of the Company's Network;
- c) business and technical information about the Company and/or the Company's Network;
- d) computer software (in object and source code form) and materials owned or licensed to the Company and/or the Company's Network;
- e) data held by the Company and/or the Company's Network;
- f) intellectual property of the Company; and
- g) any other information about the Company's business, including records of the Company.

Services

4.1 the services set out in Key Details, including:

- a) providing the Deliverables; and
- b) all actions and work not set out in the Key Details but reasonably required to perform those services and provide the Deliverables.

Deliverables

5.1 the deliverables (if any) set out in the Key Details and any other document, report, material, or other output produced by the Contractor while providing the Services, regardless of where the item was produced.

Obligations

6.1 in addition to the other obligations the contractor must:

- a) Take care to protect the rights of all personnel on-site and within the community and expect our clients to do the

same.

b) Any prohibited and /or recreational drug or alcohol will not be tolerated on-site and STMS Hire reserves the right to remove our staff from any site where persons are under the influence or intoxicated.

6.2 provide the Services and Deliverables:

- a) promptly, efficiently, and exercising reasonable care, skill, and diligence; and
- b) in accordance with the Agreement, including any Requirement.

6.3 ensure that the Contractor [and any individual named in the Key Details] has all qualifications, licenses, accreditations, and approvals needed to provide the Services and Deliverables.

6.4 report to the Company on the progress of Services and Deliverable as required by the Company.

Fees

7.1 Fees, Invoicing, and payments:

- a) the Company must pay the Fees to the Contractor for providing the Services and Deliverables.
- b) the Contractor must provide the Company with valid GST tax invoices on the dates set out in the Key Details; and
- c) the number of hours worked by the Contractor with any other information reasonably required by the Company.

7.2 The Fees exclude GST, which the Company must pay on taxable supplies under the Agreement.

Cancellations

8.1 A cancellation fee of 45.00 NZD may be incurred if cancellation occurs within 6 hours of work commencing.

Health and Safety

9.1 All personal on-site must take reasonable care for their own health safety while at work and must also make sure not to harm anyone else.

Staff must follow, as far as reasonably able to, any instructions that your employer or supervisors give you about health and safety and;

- a) cooperate with any reasonable policies or procedures around health and safety.
- b) use personal protective clothing or equipment PPE* that the employer has provided.

Independent contractor

DISPUTES

10.1 Good faith negotiations: Before taking any court action, a party must use best efforts to resolve any dispute under, or in connection with, the Agreement through good faith negotiations.

a) the Contractor is an independent contractor of the Company, no other relationship (e.g. employment, joint venture, trust or partnership) exists under this Agreement.

- b) any variations to the Agreement must be in writing and agreed by both parties.