



Agreement to Contract for Services

Dated: xx/xx/xxxx

PARTIES

- I. New Zealand Consulting Group Limited (the Contractor)
- II. XXXXXXXX (the Company)

The parties agree:

1. Definitions and interpretations

In this agreement, unless the context otherwise requires:

- a) *Commencement date*: means the date for the commencement of the services, in Schedule A.
- b) *Person*: Means any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, agency of the state, government department or municipal authority in each case whether have separate legal personality or not.
- c) *Service fee*: Means the service fee specified in the Schedule A.
- d) *Service*: Means the services or work specified in the Schedule A.

2. Contract

- 2.1 The parties intend that their independence one from the other be maintained and expressly state that this Agreement is intended to be a contract for services.
- 2.2 The Company offers to the Contractor as an independent contractor and the Contractor accepts a contract to provide the Services specified in the Schedule A on the terms and conditions set out in this agreement.

3. Term

This agreement shall become effective on the Commencement Date and is intended for the duration of the company's work as specified. This agreement shall continue until the Termination Date, unless otherwise terminate pursuant to the provisions of the agreement.

4. Duties and services

The Contractor shall ensure that its employees diligently carry out and perform the services and use their best abilities and endeavours to carry out those services to the satisfactions of the Company.

5. Compliance

5.1 The Contractor and its employees shall comply with the Company's statutes, regulations, bylaws and other controls affecting or relating to the services and their performance by the Contractor under this agreement.

5.2 The Company and the Contractor are to provide Occupational Health & Safety and Environmental Policies and Guidelines to all contractor's employees and work together to ensure those policies are being complied.

5.3 The Contractor is to provide any necessary training to its employees to ensure the quality output whilst providing the Services specified in the Schedule A.

6. Occupational Health & Safety

The Contractor is committed to providing a safe and healthy workplace. Legislative requirements will be used as a minimum requirement. The Contractor has a comprehensive Occupational Health & Safety programme, which is applicable to all its employees. The Contractor's employees will be required to ensure such policies are followed within their area of responsibility.



7. Payment

7.1 The Company shall make the payment to the Contractor as specified in Schedule A. The Contractor remains responsible for payroll and any other employment costs that may incur on servicing this contract, such as interviewing and reference checking, advertising, ACC levies, holiday pays, sick pays, statutory pays, Kiwi-Saver and P.A.Y.E.

7.2 In case the Company uses labour hire services from the Contractor, the Company shall send to the Contractor weekly timesheets for all its employees, as specified in Schedule A.

7.3 If the Company fails to pay the Contractor by the due dates of its invoices, the Company will be liable to pay a 5% penalty fee plus 1.5% interest per month on the overdue balance, until the full balance has been paid.

8. Holidays and sickness

The Company and the Contractor acknowledges that under the terms of this contract for services, the Contractor is not entitled to holiday pay or sick pay.

9. Termination

9.1 The termination terms will be specified in the Schedule A.

10. Arbitration

Any dispute, difference or question arising between the parties:

- a) As to the construction of this agreement;
- b) Concerning anything contained in or arising out of this agreement;
- c) As to the rights and liabilities or duties and obligations of the parties;
- d) As to any other matter touching upon the relationship of the parties in respect of this agreement (including claims in tort as well as contract) shall be referred to the arbitration of a single arbitrator to be agreed upon by the parties, or failing agreement, to be nominated on the application of any party by the President of the time being of the Auckland District Law Society. Any dispute, difference or question as to the jurisdiction of the arbitration of the arbitrator shall be determined by him. The arbitration shall be conducted in accordance with and subject to the provisions of the arbitration statutes for the time being in force in New Zealand. Such arbitration shall be a condition precedent to the commencement of any action at law.

Signed by the Company: _____ (authorised signatory)

Name: xxxxxxxxxxxx

Position: xxxxxxxxxxxx

Signed by the Contractor: _____ (authorised signatory)

Name: xxxxxxxxxxxx

Position: xxxxxxxxxxxx