Profile Property Services Ltd

And

Name Here

Contractor Agreement

Profile Property Services Ltd

CONTRACTOR AGREEMENT

This is a Contractor Agreement:

BETWEEN: Profile Property Services Ltd

AND: **Name Here**

DEFINITIONS:

The contractor - Refers to ……Name…….. working director and all staff employed by …Name or Company……..

Number of current staff including working director: ……1……

CONDITIONS OF CONTRACT

COMMISION RATE:

15% of total invoice – If a team of 3 or more.

17.5% of total invoice – If a team of 2.

20% of total invoice – If a team of 1.

HOURS OF WORK:

Monday – Friday 8:00am* - 4:30pm*

**These start and finish times can alter to suit work situations.*

OVERTIME:

The contractor may be required to make himself and his staff available to work outside of these normal hours for some jobs.

HOURLY RATE CHARGE:

20% Less than charge out rate.

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SIGN WRITTEN VEHICLE:

a) The contractor will have a White or Silver Van, Ute or Station Wagon in good condition that must be sign written at the expense of Profile Property Services Ltd.
b) The contractor must keep their vehicle in a clean and tidy condition.

INSURANCE:

a) While the contractor is carrying out work for Profile Property Services Ltd, the contractor will be covered by Profiles Public Liability Insurance and will pay an equal share of the Profile premium.
b) The contractor must supply proof of Vehicle Cover.

EQUIPMENT:

a) The contractor must have all safety equipment required to carry out your contracts.
b) The contractor must have all painting equipment required to carry out your contracts.
c) Must comply with recommendations in Profile Property Services Ltd Guide Book.
d) In a satisfactory condition to complete contracts to a standard approved by Profile Property Services Ltd.

HEALTH & SAFETY:

a) Must comply with all Health & Safety direction given.
b) Must complete and sign safety audit for each contract.
c) Must complete a comprehensive tool box meeting with staff before starting each contract and have staff sign sheet.
d) All new staff and contractors should complete the Site Safe Building Construction Passport Course.

GST REGISTERED:

The contractor must be GST registered and supply your GST number on all invoices.

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COMPANY POLICIES & RULES:

The contractor must abide by all recommendations in the Profile Property Services Guide Book.
The contractor accepts that fines can be handed out for breaches of policies and rules.

WORK LOCATIONS:

a) Greater Auckland Region.
b) Outside Auckland, travel costs paid as extra in contracts.

TAXATION:

a) The contractor is required to pay all taxes and GST.
b) The contractor is required to pay ACC and employees ACC.

RESTRAINT OF TRADE:

a) The contractor is to work only for Profile Property Services Ltd
b) The contractor will not use any of Profile Property Services Ltd contacts to secure your own work and contracts.
c) The contractor will not contact Profile Property Services clients without approval of Profile Property Services Ltd

HEALTH & SAFETY:

a) The contractor will attend regular Health and Safety meetings.
b) The contractor will have and annually maintain a Health and Safety policy.
c) Supply employees with copies of your Health and Safety policy.
d) Maintain a safe and clean work site at all times.
e) Use commercial rated ladders and scaffolding only.
f) Use harnesses if working on roofs.

WORK STATUS:

The contractor must be legally entitled to work in New Zealand.

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STAFF EMPLOYED BY CONTRACTOR:

a) Must be legally employed.
b) Must be on the correct tax code.
c) Must have an employment contract approved by Profile Property Services Ltd.
d) Be subject to Profile Property Services Ltd Drug & Alcohol policy.
e) Have a signed copy of the contractors Health & Safety policy.

QUALITY OF WORKMANSHIP:

a) The contractor must reach and maintain the quality of workmanship as set by Profile Property Services Ltd.
b) The contractor must supply all materials in the premium range unless agreed to by Profile Property Services Ltd.
c) The contractor agrees to follow specifications supplied exactly.
d) The contractor is responsible for all materials and paint used on site. This includes ensuring match samples, colour matches and paint tinting are accurate before painting work commences.

ACCOUNTS:

a) The contractor must have their own paint supplier accounts.
b) The contractor must get prior approval to use Profile Property Services Ltd supplier accounts.

CONDITIONS OF PAYMENTS:

a) The contractor will be paid by Profile Property Services Ltd when Profile Property Services Ltd are paid by clients.
b) Contract fees will be held by Profile Property Services Ltd. Fees charged as below:
   - 15% of total invoice – If a team of 3 or more.
   - 17.5% of total invoice – If a team of 2.
   - 20% of total invoice – If a team of 1.
c) Where the contractor uses Profile Property Services Ltd supplier accounts to purchase materials, these invoices will be deducted from future payments.

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d) $5000.00 retention if contract terminated for a period of 8 months or longer if there are outstanding issues.
e) On charge up jobs, the contractor must supply proof of hours worked either by diary or time sheets.

DRUGS & ALCOHOL:

a) The contractor is subject to random drug and alcohol testing.
b) The contractor must include a Drug & Alcohol policy in their employment contracts with their employees.
c) No smoking is allowed anywhere on site.

GUIDE BOOK:

a) The contractor must read and become familiar with the Profile Property Services Ltd Guide Book and abide by all recommendations found within.
b) The contractor shall advise Profile Property Services Ltd of any additions they believe would be beneficial to the operations or quality of Profile Property Services Ltd.

UNIFORMS:

a) To be worn at all times to a standard approved by Profile Property Services Ltd.
b) Supplied by Profile Property Services Ltd and on charged to the contractor.
c) To be kept in good condition.

TIDINESS:

a) All job sites should be kept clean and tidy.
b) Rubbish should be removed at the end of the job.
c) Drop sheets, masking films and tapes should be used to protect flooring, furniture, valuables or any other surfaces that are not to be painted.

LIABILITIES:

a) The contractor is liable to cover all workmanship warrantees.
b) The contractor will fix any mistakes or errors that they make.

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GENERAL:

a) Remember, what we are trying to achieve is a painting company that stands out from the crowd. The conditions in this agreement are designed to achieve this. If we all adhere to these, Profile Property Services Ltd will continue to give us all a good living.
b) Profile Property Services Ltd will endeavour to supply work for ……. on a fulltime regular basis.
c) Failure to comply with any of the conditions in this agreement could result in immediate termination of this Contractor Agreement.
d) If contractor fails to meet any of the conditions of this agreement (i.e., vans and equipment) Profile Property Services Ltd will purchase or organise for this to be done then deduct the amount from contracts at an agreed amount.
e) If the contractor is going to be more that 15 minutes late to the job site, they must advise the owner or Paul in case the client is waiting for them to show up.

TERMINATION:

2 weeks' notice is to be given by either party to terminate this agreement.

COMPLETENESS & ADVICE:

a) Any alterations are strictly by mutual agreement between the contracted parties.
b) This contractor agreement replaces all previously written or oral agreements and understandings and it represents a full record of the agreement entered into between the parties.
c) By signing this agreement, the contractor acknowledges that it is complete in every respect and acknowledges that they have had a reasonable opportunity to obtain legal advice.

ACCEPTANCE:

I declare that I have been given a copy of the intended Contractor Agreement, that I have been advised that I was entitled to seek independent advice about it and have been given a reasonable opportunity to seek that advice.

Initials _____

I, Mike Driver understand the Terms & Conditions of contracting set out above and accept those Terms & Conditions.

……

……12/11/2022……..

Contractors Signature Date

……

……12/11/2022……..

Representative of Profile Property Services Ltd Date

Initials _____