# Contract for services

This is a contract for services between me, the principal,

[Insert principal’s name],

and you, the contractor,

[Insert contractor’s name].

## Important notice – read this first

# You will be a contractor not an employee

You will be a contractor. This means that you will have to:

* take out the right kind of insurance
* pay your own ACC (Accident Compensation Corporation) contributions
* pay your own taxes

register for GST (Goods and Services Tax) if you have to, and follow Inland Revenue rules on GST.

You can find out more about tax and GST at [www.ird.govt.nz](http://www.ird.govt.nz/)

You won’t be an employee. This means that you:

* aren’t covered by the Employment Relations Act 2000, Holidays Act 2003 or any other laws that protect employees’ rights
* don’t get paid holidays
* won’t get paid if you can’t work because you are ill
* won’t get paid if you take time off because a family member or close friend dies

can’t make a complaint about me under the ‘personal grievance’ process that employees can use.

**Please confirm that this is a contract for services**

I understand that this is a contract for services and that I will be a contractor, not an employee.

[Insert contractor’s name] [Date]

## When this contract starts and how long it will last

This contract starts on [00/Month/000].

[Choose **one** of these two options:].

It will end on [00/Month/000] unless one of us ends it before then – see ‘8. How you and I can end the contract, and what you must do when the contract ends’.

It will continue until one of us ends (terminates) it before then – see ‘8. How you and I can end the contract, and what you must do when the contract ends’.

## If problems come up, we will work together to try to solve them

If either of us believes things aren’t going well, we will:

* talk the problem over as soon as we can
* discuss it in a positive, professional way

try to find a solution that works for both of us.

We may decide to ask someone else – either a person or an organisation – to help us sort the problem out. This is often called mediation.

## What I will pay, and how you will invoice me

I will pay you a fee based on $[insert amount] an hour for the work set out in section 3 ‘The work you will do under this contract’.

This hourly rate doesn’t include GST.

You will give me an invoice every [insert number] of days. I will only pay your invoice if you prepare it correctly. It must set out:

* the work you have done
* your fee
* GST, if you are registered for GST

your expenses, along with the relevant GST receipts.

Please note that I will only pay expenses if:

* we agree them before you spend the money

you attach GST receipts to your invoice.

## The work you will do under this contract

You will do the work at a number of locations as required to complete the tasks described below.

The work you will do is made up of the tasks set out in the table below.

|  |  |
| --- | --- |
| **The tasks** | **What each task involves** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

## You confirm that you have the right qualifications and experience, and any relevant licences

You confirm that you:

* have the right qualifications and experience to do the work

will keep them up to date while working under this contract.

You confirm that you have any licences you need to do the work.

If I ask you, you will show me original documents that prove you have the right qualifications and licences, and give me copies.

## The standard of work I expect from you

When you do the work, you will:

* do your best to complete each task to a high standard
* complete each task as described in section 4, ‘The work you will do under this contract’
* comply with the Health and Safety at Work Act 2015

use your own equipment and materials, unless we agree that I will provide some of them.

## Insurance and indemnity

You must have insurance that will pay out to cover my costs and inconvenience if something goes wrong.

This includes you doing something – or failing to do something you should have – that:

* causes damage to my property

results in any kind of financial cost to me.

You must prove that you have this insurance in place before you start the work.

## How you and I can end the contract, and what you must do when the contract ends

You or I can end this contact by giving at least [seven] days’ notice in writing.

If you do something that amounts to ‘serious misconduct’, I can end the contract without giving you any notice. If this happens, I will pay you for any work you have done but not yet been paid for.

Serious misconduct includes:

* stealing
* physically or sexually aggressive behaviour
* harassing someone you work with, or come into contact with through your work
* taking illegal drugs at work
* repeatedly failing to follow a reasonable instruction
* deliberately destroying my property
* saying or writing anything rude or offensive about me, or my family and friends – either to other people or on social media

doing anything that seriously damages my reputation, including being convicted of a criminal offence.

When the contract ends, you must give back any information or property I have given to you. You must not keep any copies.

## You mustn’t share my confidential information with anyone

When you are working under the contract you may get to know things that I want to keep private. This is confidential information.

The confidential information may be about me, my family, or my friends.

You must not share this confidential information with anyone.

## You confirm that you have had time to get independent advice

You confirm that you have had the time you needed to get independent advice on this contract for services.

## Please sign this contract for services

You confirm that you accept all parts of this contract.

[Insert contractor’s name] [Date]

[Insert principal’s name] [Date]