



# Contractors Agreement

This contract must be signed and returned before the first jobs taken on.

TICK ONCE COMPLETE

## Property Management Company Details

Company	<input type="text" value="STAKE PROPERTY RENTALS LIMITED"/>	Phone	<input type="text" value="0800 782 530"/>
Manager	<input type="text" value="SHAUN THOMPSON"/>	Phone	<input type="text" value="0272 44 55 48"/>
Email	<input type="text" value="info@stakeproperty.co.nz"/>		
Accounts Email	<input type="text" value="rentals@stakeproperty.co.nz"/>		



## Contractor Details

Name/Firm/PCBU	<input type="text"/>		
Business Type	<input type="text"/>		
Email	<input type="text"/>		
Office Phone	<input type="text"/>	Onsite / Mobile Phone	<input type="text"/>



### In consideration of work being provided by the manager to the contractor, the contractor agrees as follows:

- Job Acknowledgement** - The contractor agrees to acknowledge the work order instructions within 24 hours of receiving instructions. This must be done by text, email or phone.
- Job Response** - The Contractor agrees to respond to urgent work orders within 4 hours or within 24 hours for non-urgent work orders. In the event of a delay the contractor must advise the tenant and the manager immediately of the details of the delay.
- Job Assessment** - The contractor will (where necessary) assess the job and communicate to the Manager an estimate in writing within an agreed time-frame which estimate will outline the following:
  - Approximate time to start the job
  - Approximate time to complete the job
  - An estimate / quote for the job
  - Job request / Quote form completed within  days of the request
- Job Completion** - The contractor agrees to communicate in writing with the manager to advise that the job has been completed on the day of completion.
- Job Account** - The contractor agrees to render an account to the manager within 7 days of completing the job.

- Qualified Trades people** - The contractor agrees that it will employ and use only qualified and registered trades people to carry out or otherwise effect any property repairs, renovations or other improvements to the properties administered by the manager.
- Health and Safety** - The contractor hereby agrees to adhere to all the Health and Safety matters herein.
- Work Performance** - All work is to be undertaken and completed in a proper manner and to an approved trades standard or in accordance with the Consumer Guarantees Act. The Manager reserves the right to terminate the contract with the contractor and to engage alternative trades people if it considers any particular tradesperson is not performing to the required standard or is charging excessive rates or time or not following health and safety standards.
 

**Security** - The Contractor must, prior to commencing work; contact the tenant to arrange access and time/date that work will be undertaken. In the event the tenant gives appropriate authorization, The Contractor may arrange to collect a key from the Manager. All keys (and alarm codes) must be retained under the control of The Contractor and returned to The Manager immediately after completion of the work. It shall be the Contractor's responsibility to ensure that the property is secured (as found) including resetting of any alarm on leaving the premises. It shall be the responsibility of the Contractor to ensure that the alarm code is not divulged to any third party.

**9. Negligent Redress** - Any damage done or / mess created through negligence at the tenanted property shall be rectified by the contractor in the first instance.

The manager shall serve on the contractor a notice specifying in reasonable detail the damage done and /or the mess created or left behind. The notice shall specify the time scale for the remedy of the damage / mess.

The contractor shall treat the remedy of the damage as urgent and shall remedy the damage or mess within the time scale referred to in the notice.

Should the contractor fail to remedy the damage / mess as specified in the notice to a reasonable standard or within the time scale mentioned, then the manager reserves herein the right to employ alternative contractors to remedy the said damage or mess. The contractor agrees to pay to the manager the cost of the remedy, on demand or by being charged through deduction from the monthly statement.

**10. Change of Scope** - If during the investigation of a job or the carrying out the work, the scope alters from the work described in the work order; the contractor must contact the Manager for further instructions prior to proceeding beyond the scope of the authorised work. If the contractor becomes aware of other problems or unforeseen issues at the property the contractor must advise the Manager as soon as practicable following such discovery.

**11. General** - for the avoidance of any doubt, the contractor acknowledges that the manager is responsible in law for the protection of the tenants' peace privacy and comfort in the use of the tenancy premises. The contractor hereby undertakes to also protect the peace privacy and comfort of the tenant in the tenants use of the premises. The Contractor will be polite and courteous with tenants at all times, take appropriate precautions to protect the property and tenant's belongings, and clean up after the work is complete. The Contractor will leave a card and any specific instructions for the tenant in the event nobody was home when the work was carried out. The contractor should be aware that the manager may at any time seek comment from the tenants or owners on the satisfaction with the work done or maintenance or servicing of the property or the co-operative attitude of the contractor.

**12. Insurance** - The Contractor hereby confirms that the business

holds current Public Liability Insurance cover and all work carried out for the manager will be covered by such a policy. The contractor will if required, produce proof of such public liability insurance.

**13. Payment Date** - The manager undertakes to pay all invoices from The Contractor (with work order number showing) at the agreed rate(s) or price quoted within 30 days of receipt of the invoice, provided that the work has been completed to an acceptable and workmanlike standard. The contractor agrees to provide a copy of agreed rates if appropriate and required to do so by the manager.

If the job is not completed inside 21 days from request, and this results in the Tenancy Tribunal declining an application for damage or loss, this will result in non-payment of the job.

**14. Form of Account** - As property managers are on occasion required to obtain money orders from the Tenancy Tribunal in favour of the landlord based upon the accounts rendered by contractors. In order to assist the manager in obtaining these orders, all accounts must contain the following mandatory information:

- The date of the account
- The date the work was done
- An explanation of what work was done
- Where the account involves an hourly rate that hourly rate must be clearly expressed
- The nature of work completed must be clearly expressed
- The address of the tenancy premises
- The name of the company completing the work
- Where possible, the name of the contractor / employee actually doing the work
- A G.S.T. number where the contractor is G.S.T. registered
- The work order number

The contractor agrees that if any account does not contain any of the mandatory information then payment of the account can be held up until the information is supplied to the manager.

**15. Termination** - This agreement can be terminated by either party by giving one months notice in writing served to the address for service of each party. Each party will provide each other with an address for service.

## Health and Safety Requirements

<p><b>Authorised Persons</b> The contractor understands the meaning of 'Authorised' in the HSW Act 2015, and will attach proof (where required) of current authorisation.</p>	<input type="radio"/> YES <input type="radio"/> N/A
<p><b>Accident/ Incident Reporting</b> The Contractor shall complete an accident report form for all accidents or incidents, providing a copy of this to the employing PCBU on the same day. Notifiable events are to be reported to WorkSafe NZ as soon as reasonably possible after the event.</p>	<input type="radio"/> YES
<p><b>Risk Identification</b> The contractor is expected to inform the employing PCBU of any new hazard arising or identified during the contract, and will take all practicable steps to avoid harm being caused to any person as a result of such hazards.</p>	<input type="radio"/> YES
<p><b>Personal Protective Equipment (PPE)</b> Contractors must use the appropriate PPE for the work being undertaken at all times. Contractors are responsible for issuing their workers with, &amp; ensuring the correct use of, PPE.</p>	<input type="radio"/> YES

<p><b>Equipment</b></p> <p>The contractor is to supply all tools and equipment to carry out the work.</p> <p>Electrical equipment used must be tested and tagged in compliance with AS/NZS 3760:2010.</p>	<input type="radio"/> YES <input type="radio"/> N/A
<p><b>Barricades &amp; Fencing</b></p> <p>The work site shall be clearly marked and wherever possible cordoned off by the contractor to prevent entry of unauthorised personnel. Contractors shall provide adequate safety barriers &amp; warning signs/ hazard boards as appropriate.</p>	<input type="radio"/> YES <input type="radio"/> N/A
<p><b>Dust, Fume &amp; Noise Control</b></p> <p>The Contractor must ensure adequate measures are in place to control dust &amp; fumes</p> <p>Noise must be kept to a minimum when working around our workers or visitors.</p> <p>The Contractor is to provide the employing PCBU with a schedule of work if there is excessive noise.</p>	<input type="radio"/> YES <input type="radio"/> N/A
<p><b>Hazardous Substances</b></p> <p>The contractor must store &amp; use all hazardous substances in accordance with the material safety data sheet (MSDS) and in compliance with the Hazardous Substances &amp; New Organisms Act, associated regulations and relevant codes of practice.</p>	<input type="radio"/> YES <input type="radio"/> N/A
<p><b>Housekeeping</b></p> <p>Good housekeeping standards are to be observed throughout the period of work. The site shall be maintained at all times to avoid any potential fire risk, blocking of access/egress and any trip/slip hazards.</p>	<input type="radio"/> YES <input type="radio"/> N/A
<p><b>Restricted Access Areas</b></p> <p>Permission must be sought from the employing PCBU prior to entering any restricted area.</p>	<input type="radio"/> YES <input type="radio"/> N/A
<p><b>Isolation of fire detection systems</b></p> <p>Permission must be sought from the employing PCBU prior to isolation, giving a minimum of 24 hours notice. Contractor is to ensure that any work undertaken does not activate fire detection systems and must protect detectors against dust and debris.</p>	<input type="radio"/> YES <input type="radio"/> N/A
<p><b>Hot Work</b></p> <p>A hot work permit must be obtained from the employing PCBU. Requirements and precautions listed on this permit must be adhered to at all times.</p>	<input type="radio"/> YES <input type="radio"/> N/A
<p><b>Disconnection of Utilities (Water, Gas, Electrical)</b></p> <p>Permission must be sought from the employing PCBU prior to any utility service being disconnected.</p>	<input type="radio"/> YES <input type="radio"/> N/A
<p><b>Confined Spaces</b></p> <p>Where any work is to be undertaken in a confined space, a copy of a risk assessment must be handed to the employing PCBU in accordance with Standard AS 2865 :1995 Safe working in a confined space.</p>	<input type="radio"/> YES <input type="radio"/> N/A

### NOTIFIABLE WORK:

The contractor is responsible for reporting any notifiable work to WorkSafe NZ, giving a minimum of 24 hours notice before the commencement of such work is intended. The contractor shall provide a copy of the notification to the employing PCBU prior to the commencement of such work.

<p><b>Asbestos removal</b></p> <p>Should any asbestos be discovered during the course of work the Contractor will advise the employing PCBU.</p> <p>The Contractor must fully comply with WorkSafe NZ guidelines, relevant legislation &amp; Standards when undertaking the removal of asbestos.</p>	<input type="radio"/> YES <input type="radio"/> N/A
<p><b>Excavations</b></p> <p>The Contractor is to ensure that the position of all underground services including power cables, telephone, computer cables, water, natural gas and drainage systems are identified before excavation commences.</p>	<input type="radio"/> YES <input type="radio"/> N/A
<p><b>Working at heights</b></p> <p>Contractors are expected to take all practicable steps to ensure full compliance with health &amp; safety regulations &amp; WorkSafe NZ requirements when working at heights.</p>	<input type="radio"/> YES <input type="radio"/> N/A
<p><b>Scaffolding</b></p> <p>Further to the requirements of the WorkSafe NZ, the Contractor shall make available the onsite scaffold register for inspection upon request.</p>	<input type="radio"/> YES <input type="radio"/> N/A

## GENERAL

<b>Site Amenities</b> Contractors may use the toilet facilities designated by the employing PCBU.	<input type="checkbox"/> YES <input type="checkbox"/> N/A
<b>Parking</b> Vehicles are not to exceed speed limit of 10km onsite.	<input type="checkbox"/> YES <input type="checkbox"/> N/A
<b>Behaviour</b> The Contractor shall exercise appropriate control over all workers and persons on site for the purpose of this agreement. Any use of language and/or gestures towards workers or visitors that may be of an objectionable nature will not be tolerated.	<input type="checkbox"/> YES <input type="checkbox"/> N/A
<b>No Smoking Policy</b> Contractors are not permitted to smoke on site.	<input type="checkbox"/> YES <input type="checkbox"/> N/A
<b>Alcohol &amp; Drugs</b> Alcohol & illegal drugs must not be brought on or consumed on site. The employing PCBU reserves the right to inform the appropriate authorities of any breaches of these requirements & immediate cancellation of the contract.	<input type="checkbox"/> YES <input type="checkbox"/> N/A
<b>Children on Site</b> Contractors must not allow young persons under the age of 16 to be on site.	<input type="checkbox"/> YES <input type="checkbox"/> N/A
<b>Disposal Considerations</b> It is expected that the Contractor will dispose of any by-product of the construction/building/works process with environmental sensitivity & (where applicable) within the legal requirements of the local territorial authority.	<input type="checkbox"/> YES <input type="checkbox"/> N/A

### Important

All contractors must have and / or provide legal and current qualifications / authorisations / licenses.  
Work will not start unless these have been sighted and recorded.

### Attachments

Please attach relevant copies with this statement.

pages attached

### Agreement by the Parties

I agree to these Conditions and Safety Requirements.

To be completed by the contractor

#### Contractor:

Signature \_\_\_\_\_  
Name   
Date , ,

To be completed by the Real Estate / Property Management company

#### PCBU / Officer / Manager:

Signature \_\_\_\_\_  
Name   
Date , ,