

CONTRACT AGREEMENT

FOR

**Contract - Manapouri Hall Custodian – 16/21**

**This Agreement** is between \_\_\_\_\_ hereinafter called the Contractor and the **Southland District Council** hereinafter called the Principal.

**It is hereby agreed that:**

1. The Contractor will perform the duties of Custodian of the Manapouri Hall as set out in the attached conditions of the Contract and job specification.
2. In consideration of these services, the Principal will pay the Contractor the sum of \$ \_\_\_\_\_ per month.
3. This agreement will come into effect on \_\_\_\_\_ for a period of one year. This agreement may be terminated earlier by mutual agreement, with a minimum four week notice period. Non-performance will be discussed and if not rectified within one month, the contract may be terminated with no further notice.

**Signed**

By the Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Witnessed by \_\_\_\_\_

For the Principal \_\_\_\_\_ Date: \_\_\_\_\_

Witnessed by \_\_\_\_\_

Address for Notice:

**Contractor:**

**Engineer:**

Mr Ian Marshall  
Group Manager Services and Assets  
Southland District Council  
PO Box 903  
Invercargill 9840  
Telephone: 0800 732 732

**SOUTHLAND DISTRICT COUNCIL**

**MANAPOURI TOWN HALL CUSTODIAN**

**CONTRACT 16/21**

**HEALTH AND SAFETY PRE-QUALIFICATION FORM**

I, \_\_\_\_\_ confirm that I have a Health and Safety Management Plan which complies with the general requirements of the current Health and Safety in Employment legislation in force and we undertake that this Plan will remain in force and not be amended without consultation with the Principal or cancelled during the period of this Contract.

The following is also confirmed:

- |   | Yes                      |
|---|--------------------------|
| 1. Hazards are regularly reviewed and monitored including consideration at management/employee team meetings.   | <input type="checkbox"/> |
| 2. A system is in place for recording hazards and accidents.  | <input type="checkbox"/> |
| 3. An emergency plan is in place dealing with accidents.  | <input type="checkbox"/> |
| 4. I/We regularly inspect the workplace to ensure compliance with current safety procedures and Building Warrant of Fitness.                            | <input type="checkbox"/> |
| 5. I/We regularly inspect the workplace to ensure compliance with current safety procedures and a Health and Safety Manual has been issued to all staff | <input type="checkbox"/> |

Signed by the said Contractor

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Date:

### 1.1 Withholding Tax

The Council is required by law to deduct withholding tax at a flat rate as follows:

- Custodians - 20¢ per \$1.00 unless a Certificate of Exemption from withholding tax is received.

It is the Contractor's responsibility to obtain, if applicable, a Certificate of Exemption from the Inland Revenue Department and forward this to the Council.

### 1.2 GST

A self-employed independent Contractor is obliged to register for Goods and Services Tax, and charge GST on all supplies made, if their "taxable supplies" in a 12 month period exceed or are expected to exceed \$60,000.

"Taxable supplies" essentially means the turnover or total sales made.

If you work for more than one business as a self-employed person it is the total earned from all of your sources of income which must be included in determining whether you exceed the \$60,000 threshold level and therefore obliged to register for GST. Any employment income (ie income earned as an employee rather than as a self-employed person) is not included in assessing whether you should register for GST.

### 1.3 ACC Levy

As a self-employed person, you are responsible for paying your own ACC levy. This should be calculated and paid when completing your end of year income tax return.

### 1.4 Scope

The Contractor is to supply all the labour necessary to carry out the work set out in the attached job specification. The Contract rate accepted by the Council is deemed to include all the Contractor's overheads including taxation, ACC levy, holiday and sick leave allowances and to include allowance for any cost inflation.

### 1.5 Contract Term

The Contract is for a period of one year commencing on \_\_\_\_\_ 2016 subject to earlier termination as set out in clause 1.8.

### 1.6 Council Administration

The Administrator assigned by Southland District Council to look after this contract is Virginia Dillon, Property Officer. She may be contacted at telephone work 0800 732 732, extn 3347.

**1.7 Contract Payments**

Payments will be made monthly on receipt of an invoice. Council will endeavour to make payments within fourteen days of invoices being received at the Invercargill office.

Payment will be made at the scheduled rates for:

- (a) Cleaning and Custodial duties for the Manapouri Hall as per Schedule of Duties.

**1.8 Termination of Contract**

This agreement may be terminated by either party by one month's notice in writing except in the case of serious misconduct or neglect of duties by the Contractor, in which case the Council may terminate the Contract immediately.

**1.9 Compliance with Laws**

The Contractor shall comply with all relevant provisions of applicable Bylaws, Regulations and Statutes and Acts while carrying out the responsibilities of the Contract.

**1.10 Protection of Persons and Property**

The Contractor shall take all reasonable measures to avoid nuisance, danger, damage or injury to persons or property.

**1.11 Disputes, Frustration and Default**

Any disputes will be settled by mediation or arbitration with each party being responsible for its own costs.

In the advent of these issues arising, the procedures detailed in NZS 3109:2003 "Conditions of Contract for Building and Civil Engineering Construction" shall apply.

**1.12 Contractor Only On Site**

The Contractor shall only allow employees on the site. No other person is to visit or be on site.

## 2.1 Introduction

It is a requirement of this Contract that the Contractor complies with the requirements of the current Health and Safety legislation, any amendments to the legislation and any regulations made under the Act. In interpreting this requirement, the use of wording Contractor shall include all of the Contractor's staff, together with any subcontractors and all of their staff.

## 2.2 General Requirements

The Contractor acknowledges that in carrying out the contract works on the site the Contractor, being independent of the Principal, is "the person who controls a place of work" for the purposes of the current Health and Safety legislation.

The Contractor shall at all times during the Contract comply with the current Health and Safety legislation in all respects and shall indemnify the Principal against all costs, claims, damages, actions, suits or proceedings brought against the employer arising from any breach by the Contractor of the provisions of the said Act.

## 2.3 Introduction

It is a requirement of this Contract that the Contractor performs his/her duties to a **high standard** of responsibility and workmanship. Where cleaning duties are included, **clean** shall be taken to mean completely free of all visible stains, dirt, dust or any foreign matter.

## 2.4 Schedule of Duties

In summary the duties to be carried out are as follows:

- The areas to be cleaned are: foyer, all toilets, auditorium and stage, kitchens, supper room and all storerooms.
- Clean all floors, doors, walls to a height of 2 metres, accessible windows, toilets and dust and clean all ledges and benches.
- Inspect hall on completion of hire and report to Council Area Office staff if hall not cleaned to a satisfactory standard.
- Advise Council Property Officer Building Assets of any necessary repairs or water leakage damages.
- It is the responsibility of hirers to remove their rubbish - Contractor to check and remove any/all residual rubbish.
- Sweep and wash all vinyl floors.
- Sweep and mop main halls/auditorium.
- Sweep external front entrance.
- Clean and disinfect toilets including urinals.
- Replenish all liquid soap holders, toilet rolls, paper towels.
- Remove all cobwebs.
- Strip and polish vinyl floors.
- Clean and disinfect all basins, tops, plug holes.
- The Custodian is required to show the hirer the safety aspects of the hall and their (hirer) responsibilities.

All tasks listed above are to be done at least as often as is considered necessary so that the hall may be maintained in a good state of cleanliness.

### 2.5 Post-Function Cleaning

It is a condition of use that the hall is cleaned and all rubbish removed afterwards by the hirer and left in a tidy condition. It is possible that some hirers may request the assistance of the Contractor for post-function cleaning. **It is to be clearly understood that such cleaning work is not part of this Contract and will not be paid for by the Council as a variation to the Contract.**

The Contractor is, however, free to negotiate his/her own rates of payment direct with hirers for such work.

### 2.6 Hall Bookings

Keep note of the bookings in a diary provided and provide the relevant details to the Southland District Council Otautau Office who will arrange for the necessary invoices to be issued.

The Contractor is to ensure that the hire conditions are signed by the hirer. The signed conditions and the diary are to be made available to the Manapouri Community Development Area Subcommittee Hall Liaison person at the close of each month.

Where the hire is for tables and/or chairs the Contractor is responsible for recording the numbers in the diary on collection and for checking numbers and their condition on their return. Where items have been damaged the Hall Liaison person is to be notified of the details.

### 2.7 Task Frequency

The frequency that cleaning duties need to be done depends very much on building usage and outside conditions. The frequency listed in the cleaning schedule is therefore indicative only of the average workload. There will be occasions when some tasks have to be performed more often to maintain the **high standard** of cleanliness expected by this Contract. On other occasions a lesser frequency may be sufficient.

If special cleaning is required for functions in the building, Council undertakes to give advance notice so that the workload can be adjusted to accommodate this.

### 2.8 Inspection

The Contractor is to allow for a joint inspection of the building with Council's representative every six months. The purpose of this inspection is to confirm that the scheduled works are being done to an acceptable standard and to discuss amendments to the schedule, if necessary.

### 2.9 Advise Maintenance

Advise any repairs or maintenance needed to the buildings fittings and equipment to the Hall Liaison person or Council's Property Officer Building Assets.

Notice of repairs or maintenance is to be given as soon as possible and **before** it becomes a major problem.

### 2.10 Disturbance

Any papers, documents, furniture or fittings that have to be moved during any hire to undertake the cleaning work shall be returned to their original positions.

### 2.11 Materials and Equipment

The Council will supply equipment for the satisfactory performance of the listed tasks. This will include the following:

- Brooms,
- Mops,
- Bucket and wringer buckets/mop-a-matic.

The Council will supply all disposable materials and cleaning agents necessary for the satisfactory performance of the listed tasks. This will include the following:

- Materials  
Clean cloths for cleaning,  
Disposal dry and wet mop refills,  
Toilet paper,  
Paper hand towels.

- Cleansers

The Contractor will consult with the Hall Liaison person on all cleanser requirements.

### 2.12 Hours of Work

The Contractor shall undertake the schedule of duties in such a way so that all duties can be performed without conflicting with hours of operation of the hall.

### 2.13 Process for eliminating significant hazards

Make safe and notify Supervisor or Property Officer. Record the owner's monthly checks in the Building Warrant of Fitness Manual.

**Payment Claim Form**

TO: Virginia Dillon Payroll  
 Southland District Council Southland District Council  
 PO Box 903 PO Box 903  
 Invercargill 9840 Invercargill 9840

**MANAPOURI HALL CUSTODIAN**

**CONTRACT 16/21**

This is to certify that the Contractor for the above work:

has completed all the duties set out in the contract and claims for the month of:

\_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
 Contractor's signature

to my satisfaction and is now due for payment as below:

**Contract Rate:**

\$ \_\_\_\_\_ per month less Withholding Tax of 20¢ per dollar

**FOR OFFICE USE**

Department	Account Code	Gross Value
24750	31517	\$

Certified correct for payment by:

\_\_\_\_\_  
 (Signature) Hall Liaison person (Date)

\_\_\_\_\_  
 Certified correct for payment by Property Department: (Date)