

Agreement for Provision of Administrative Assistant Services

BETWEEN **LIMITED** at..... [Place]

Real Estate Agent

“the Company”

AND of [Place]

“the Contractor”

Agreement made this day of 201

It is agreed as follows:

1. This contract shall commence on..... [Date] and expire on..... [Date] unless the term is extended by a fresh agreement in writing.
2. The Contractor agrees to provide administrative assistant services (*“the Services”*) to the Company from time to time as agreed between them, depending upon demand for the Services, the availability of the Contractor to provide the Services, and various other contingencies.
3. The contract rate applicable to the Services provided under this agreement is \$ per hour. If the Contractor is registered for GST and provides a GST invoice, the Company will also pay GST in addition to the contract rate.
4. The Services are to be provided at the Company’s premises, or at the Contractor’s premises, as the Contractor elects.
5. The Services are to be provided promptly, but the Contractor shall decide precisely when to work on providing those services and shall manage the Contractor’s own time.
6. The Services shall be carried out in an efficient, professional and careful way.
7. The Contractor will ensure that confidentiality of the Company’s affairs is maintained at all times.
8. If the Services are carried out at the Company’s premises, the Company will provide computer, stationery and related office equipment to enable the Services to be

carried out. However if the Services are carried out at any location other than the Company's premises, then all of the computer, stationery and other office equipment required, shall be provided by and at the expense of the Contractor, unless the Company agrees in writing a different arrangement.

9. The Contractor shall be at liberty to provide similar services to other organisations, provided confidentiality is maintained in respect of the Company's affairs and there is no conflict of interest, and provided that if the Contractor is providing administrative assistant services to any other real estate agent, the Contractor will notify the Company with reasonable details, in writing and before providing any such services.
10. The Contractor will bill the Company promptly after the end of each month in respect of services provided in that month, and the Company will pay that invoice, together with GST (if any) and any agreed disbursements, within 15 working days of the delivery of that invoice to the Company.
11. Both the Company and the Contractor shall ensure that the Contractor under no circumstances undertakes any activity or provides any service that comes within the definition of "*real estate agency work*" in the Real Estate Agents Act 2008. Specifically and without derogating from the generality of that provision, the Contractor shall not undertake any activity that is designed to or would have the effect of bringing about "*a transaction*" as defined in the Real Estate Agents Act 2008.
12. For the avoidance of doubt it is agreed that the Contractor is to be completely independent of the Company and is not to be considered for any purposes to be an employee of the Company or a joint venturer or partner of the Company, and the Contractor shall have no ability to speak for or bind the Company unless expressly authorised by the Company in specific circumstances.

SIGNED on behalf of the Company by.....

.....
Name and Position

SIGNED by the Contractor.....