



CONTRACTOR ASSIGNMENT AGREEMENT

Christchurch - Civil Trades

(Rob McEwan of Xact Drainage Limited)

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SCHEDULE 1 – CONTRACT WORK		ERROR! BOOKMARK NOT DEFINED.
EXECUTION		6

Contractor assignment Agreement

Date: Monday 27 September 2021

DETAILS OF PARTIES

Name	Stellar Recruitment LP
Address	Level 2 383 Colombo Street Christchurch, Canterbury NEW ZEALAND (Stellar Recruitment)

Name	Rob McEwan of Xact Drainage Limited
Address	(34 Mill Road North, Rd 2, Invercargill, 9872) (Contractor)

BACKGROUND

- A. Stellar Recruitment carries on a business of assigning contracted workers to projects as requested by its Clients.
- B. Stellar Recruitment wishes to engage the Contractor as an independent contractor on the terms and conditions set out in this agreement and to complete the Contract Work set out in Schedule 1 (**Contract Work**).

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATIONS

Definitions

Agreement means this Contractor Assignment Agreement.

Client means (STELLAR RECRUITMENT CLIENT).

Contractor means (Sub-Contractor Company Name).

Contractor Personnel means SUB-CONTRACTOR and/or a person employed by the Contractor to provide services on behalf of the Contractor.

Contract Work means all work as is reasonably necessary for the Contractors Personnel to carry out the requirements of the assignment and any and all complementary or necessarily incidental duties and obligations entrusted to the Contract or by Stellar Recruitment.

IT IS AGREED

2. ENGAGEMENT AND DURATION

This Agreement will operate from **Wednesday 29th September 2021**, unless terminated earlier in accordance with clause. If the Contractor continues to perform the Contract Work beyond this period, it will do so on the same terms and conditions as contained in this Agreement.

The contract worker **must** complete and return all documentation as directed by Stellar Recruitment prior to the commencement of work.

The Contractor is engaged to perform the Contract Work. Stellar Recruitment does not guarantee future engagements beyond this Agreement and the Contractor does not have to accept an engagement offered to it by Stellar Recruitment.

The Contractor will not work directly for the Client or through a third party without prior written consent from Stellar for a period of 6 months after the termination of this agreement.

3. COMPLETION OF CONTRACT

The Contractor will complete the Contract Work as and to the extent required by Stellar Recruitment, in a thorough, lawful and professional manner.

Subject to this Agreement, the Contractor is not subject to the direction or control of Stellar Recruitment as to the manner in which the Contract Work is completed.

The Contractor may delegate the work necessary to complete the Contract Work by engaging employees and sub-contractors provided that:

Stellar Recruitment first approves each individual to be engaged in completing the Contract Work; and

each individual signs a Deed of Confidentiality in the form required by Stellar Recruitment.

The Contractor may perform work other than for Stellar Recruitment, provided it has satisfied its obligations under this Agreement.

The Contractor must acquire or maintain at its expense any licenses, certificates or registrations required to complete the Contract Work.

The Contractor acknowledges and agrees that it has no guarantee of ongoing work from Stellar Recruitment beyond this Agreement.

4. RELATIONSHIP

- (a) The parties' relationship is one of principal and independent contractor, not employer and employee, agency or partnership.
- (b) The Contractor and any of its employees, sub-contractors and agents are not entitled to any payments or benefits from Stellar Recruitment other than those provided for in this Agreement.
- (c) The Contractor does not have the right or authority to act on behalf of, or bind Stellar Recruitment or to speak on its behalf, and will not indicate to any third party that it has that right or authority unless the Contractor has been expressly authorised by Stellar Recruitment in writing.

5. PAYMENT

- (a) Stellar Recruitment will pay the Contractor NZ\$ 47.00 per hour excluding GST (**Contract Fee**) for completing the Contract Work.

Stellar Recruitment will pay the Contractor within 14 days of receiving and confirming the accuracy of a time sheet signed by the Client and specifying:

in detail, the completed Contract Work to which the time sheet relates; and
the amount owing to the Contractor.

The Contractor will provide Stellar Recruitment with tax invoices every 14 days.

6. RISK AND INSURANCE

- (a) The Contractor acknowledges that it bears all risks associated with performance of the Contract work including the risk, at its own expense, of correcting any errors in performance of the Contract Work.

The Contractor is an independent contractor and shall be responsible for its own liability for, but not limited to, PAYE, GST, FBT and for levies under the Accident Compensation Act 2001 and its amendments. Stellar Recruitment is not responsible for and is not obliged to maintain such a policy in respect of the Contractor or its employees.

7. DEMOLITION WORK

- (a) The Contractor must notify Stellar Recruitment, prior to commencing any activities or tasks associated with Demolition Work, and agrees that he or she will not, under any circumstances whatsoever, be involved with or undertake any Demolition Work, without the prior approval of Stellar Recruitment.
- (b) The Contractor acknowledges and agrees that he or she will not, under any circumstances whatsoever, be involved with or undertake in any Demolition Work, where he or she does not have sufficient prior training, appropriate experience and any required accreditation or licences to undertake the Demolition Work.
- (c) If the Contractor breaches clauses 12 (a) and/or 12 (b), Stellar will not in any circumstances be liable for any claims arising from such Demolition Work and this Agreement will terminate without notice in accordance with clause 17.
- (d) The Contractor shall indemnify Stellar against any claims, arising or connected with such Demolition Work undertaken in breach of clauses 12(a) and/or 12(b).
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8. SITE SPECIFIC TRAINING

The Client will provide any site specific training that is required for the purposes of working at the site/project and it is the Contractors and the Contractor's Personnel responsibility to attend this training. In the event that the Contractor and Contractor's Personnel do not attend any arranged sessions each will be liable for any consequences or costs that arise from not attending.

9. TERMINATION

Either party may terminate this Agreement for any reason at any time by giving the other party one (1) days notice in writing

If the Contractor does not provide sufficient notice, Stellar Recruitment is entitled to deduct from any amount owing by it to the Contractor the equivalent Contract Fee for the

outstanding notice period or part thereof. If there is no amount owing to the Contractor, the Contractor agrees to pay to Stellar Recruitment the equivalent Contract Fee for any period of outstanding notice.

Stellar Recruitment may terminate this Agreement at any time without notice if, in its reasonable opinion:

the Contractor is in breach of clauses 3(e) 4(c), 6(b), 9, 10, 11 and 12 of this Agreement;

the Contractor is in breach of any other clause of this Agreement and does not remedy the breach within 7 days of the request to do so from Stellar Recruitment;

the Contractor becomes unreliable in relation to completing the Contract Work;

the Client no longer wishes for the Contractor to perform the work assigned to the Contractor; or

the Contractor's conduct or behaviour:

is disruptive or damages the business of Stellar Recruitment or its relationship with any of its clients; or

damages or discredits the reputation of Stellar Recruitment.

10. COMPANY DEBTS

If the Contractor owes money to Stellar or if the Contractor is paid more than they are entitled to be paid, Stellar may deduct, withhold or offset (to the extent permissible by Industrial Laws) the amount of the debt or overpayment, from any amounts otherwise payable to you including payment of invoices or reimbursement of expenses. In the instance the monies cannot be deducted off earnings due to or following termination, the Contractor agrees to reimburse Stellar the full amount of any outstanding monies.

This may include, but is not limited to, the following costs:

- (a) Medical assessment costs;
- (b) Flights and accommodation;
- (c) Licence and membership costs;
- (d) Uniform and/or PPE costs

11. CONFIDENTIALITY

The Contractor must sign and abide at all times by the terms of a Deed of Confidentiality in the form required by Stellar Recruitment.

12. INDEMNITY

- (a) The Contractor is responsible for, and indemnifies and holds harmless Stellar Recruitment from any loss, expense (including legal costs on a solicitor and own client basis), taxes, penalties, fines, premiums, compensation or damages (including negligence) suffered or incurred by, or imposed or sought to be imposed on, Stellar Recruitment arising directly or indirectly as a result of:

the acts, errors or omissions of the Contractor or any of her employees, agents or sub-contractors, including a breach of this Agreement or that may arise by way of vicarious liability; or

Stellar Recruitment treating the relationship between it and the Contractor as one of independent contract, regardless of whether or not a legally enforceable claim is threatened or made.

13. NON COMPETITION AND CONFLICT OF INTEREST

During the period of this Agreement, including any extension of this Agreement, the Contractor will:

- (a) avoid any actual or potential conflict of interest with the interests of Stellar Recruitment or any related company (as that term is defined in the Companies Act 1993) of Stellar Recruitment;
- (b) advise Stellar Recruitment immediately of any conflict of interest which may arise or has arisen; and
- (c) not, in any capacity, engage in any business or activity that is competitive with that part of Stellar Recruitment's business in relation to which the Contractor is completing the Contract Work.

14. WARRANTIES

The Contractor warrants that it, and the Contractor Personnel employees, agents or subcontractors it engages in completing the Contract Work, possesses the necessary skills, qualifications, training and expertise to perform the Contractor's obligations pursuant to this Agreement and complete the Contract Work.

15. NO ASSIGNMENT

Neither party may assign any of its rights and interests under this Agreement without the prior written consent of the other party.

16. ENTIRE AGREEMENT

- (a) This Agreement is the entire agreement and understanding between the parties on everything connected with its subject matter and supersedes any prior agreement or understanding on anything connected with that subject matter.
- (b) An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

17. SEVERABILITY

If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

18. GOVERNING LAW AND JURISDICTION

- (a) The law of New Zealand governs this Agreement.

The parties submit to the exclusive jurisdiction of the courts of New Zealand and agree that any lawsuit must be heard in those courts.

Execution

Executed as an agreement.

**Executed by Stellar Recruitment Limited on
behalf of Stellar Recruitment LP**



Director/Company Secretary

Robbie McIlraith

Name of Director/Company Secretary
(Please Print)



Consultant

Joseph Riesterer

Name of Consultant
Joseph Riesterer

Executed by Xact Drainage Ltd

Director/Company Secretary

Name of Director/Company Secretary
(Rob McEwan)

Witness

Name of Witness
(Please Print)

Date Signed

28-9-21