

PARTIES

**[Premium Cleaning Services], Suite:-3, 37 Wilkinson Road, Ellerslie, Auckland
(Contractor)**

And, (Sub - Contractor)

1. The relationship between the Contractor and Company is that of an independent contractor and nothing expressed or implied herein shall constitute the relationship of employer and employee between the parties.

The Contractor is not Company's agent or representative and will not act in any way that may or does cause any person or entity to believe that the Contractor is an agent or representative of the Company Name unless the Company gives its prior consent in writing.

2. The Subcontractor will carry out and complete the Subcontract Works for the Subcontract Price, or such greater or lesser sum as may become payable under the terms of the Subcontract, and will remedy all defects as required by the Subcontract and at law with all reasonable diligence.

3. Unless otherwise agreed, the Subcontractor will provide all labour, equipment, materials, and services necessary for the proper completion of the Subcontract Works.

4. The following items constitute the Subcontract:

- (a) this Subcontract Agreement;
- (b) the General Conditions of Subcontract

5. The Subcontract is an entire agreement between the Contractor and the Subcontractor and supersedes all previous negotiations, communications, representations, agreements and warranties, whether oral or written, with respect to the Subcontract Works.

A. Location of Site

The Subcontract Works are to be completed at the following location: As agreed by the Subcontract while accepting work

B. Description of Subcontract Works

The Subcontractor agrees to carry out and complete the Subcontract Works as more particularly described in the Specifications appended to the Subcontract including but not limited to, the job stated in the app and the checklists, Move Out Cleans, Deep Cleans, Commercial Clean, Hourly Cleans, Regular House Cleans, Carpet Shampooing, End of Tenancy Cleans.

Every work needs to be accepted on the app or be agreed upon by communication (text or call). The pay displayed on the app for any particular job needs to be confirmed. Any discrepancies in pay should be discussed within 60 minutes of job assignment. Your pay per hour (inclusive of GST) will be as mentioned on the onboarding email.

C. Time

The subcontractor agrees to be responsible for completing the job as specified by the contractor and at the time specified. Unless otherwise discussed.

D. Tardiness

The subcontractor should arrive at the job within the agreed time. If the subcontractor arrives late at the job; it will affect his rating and bonus.

E. Payment

Every Fortnight (taxes paid by the Contractor, unless discussed)

All payments will be made to the bank account provided by the Subcontractor every fortnight on Wednesday for the period of Saturday to Friday (previous week). Payment will be made only after receiving the correct invoice. Payment will only be processed for the job or work completed. All payments are GST inclusive. 2% bank processing fee will be charged on all payments.

Variations to the Subcontract Works: The Subcontractor's charge out rate to be applied to any additional work (Variations) required by the Contractor shall be discussed before carrying out any work (inclusive GST).

F. Insurance

The Parties agree that the insurance requirements of the Subcontract will be satisfied as follows:

a) Subcontract Works insurance shall be the responsibility of the Subcontractor. At any instance, if the Sub contractor will be covered by under the insurance of the Company and Subcontractor will be responsible for any excess fees).

Time is of the Essence. The subcontractor acknowledges that time is of the essence in regard to the performance of all Duties.

G. Non Transfer of Jobs

This contract is personal to the SubContractor and may not be assigned or subcontracted unless with the prior approval of the Company. No children (below the age of 16) are allowed at the job.

H. Safety

Subcontractor shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-subcontractors, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Duties or the site where it is being performed (“Work Site”). In addition, the Subcontractor agrees to act in accordance with the rules and regulations administered by the Health and Safety Act. Subcontractor shall be solely responsible and liable for any penalties, fines, or fees incurred.

I. Alcohol and Drugs

Subcontractor agrees that the presence of alcohol and drugs are prohibited on the Work Site and while performing their duties. If the Subcontractor or any of their agents, employees, or sub-subcontractors are determined to be present or with alcohol or drugs in their possession, this Agreement shall terminate immediately.

J. Termination

The Contractor cannot terminate the contract before the end of 4 weeks’ notice or a fine of \$500 will be charged. The Company may terminate this contract with immediate effect by providing written notice if the Contractor:

(a) breaches this contract, fails or is unable to perform the Services, does not comply with a specified time limit, or is negligent in the performance of the Services, and, if asked to rectify the situation, does not do so within the time limit specified by the Company;

(b) commits any act or is subject to any proceeding, which, in the Company's reasonable opinion, has brought or may bring the Company disrepute;

(c) is subject to any form of solvency administration including bankruptcy, receivership or liquidation; or

(d) fails to pay any taxes or levies in full and on time or is the subject of any investigation or proceeding undertaken by the Inland Revenue Department.

K. Conflict of interest

The Contractor will not, without the Company's prior written consent, provide services to any other person or entity or be involved or interested in any employment, activity or business where that conflicts or may conflict with the interests of the Company or interferes or may interfere with the Contractor's ability to perform the Services.

L. Confidential information and property

The terms of this contract shall remain confidential to the parties.

In the course of this contract it is acknowledged that the Contractor may acquire confidential information relating to the Company. The Contractor shall keep this confidential information strictly confidential at all times including both during and after the termination of this contract. The Contractor agrees never to use the information or attempt to use it for its own personal gain or the gain of any other person.

The Contractor acknowledges that any work and intellectual property created or arising during the term of this contract is and shall remain the exclusive property of the Company. The Company shall be entitled to any copyright, merchandising, or other proprietary rights in or arising from such work.

Upon termination of this contract, or upon request, the Contractor will promptly deliver to the Company all the Company's property and all documents, records or papers in the Contractor's possession or under the Contractor's control, including any copies or electronic versions, which relate in any way to the business or affairs of the Company.

Any or all customers keys, security code or key tags will be returned promptly without any delay.

To avoid doubt, the obligations in this clause will continue to apply after the Term, and regardless of any dispute. Also, if found guilty a compensation of \$1500 will be recovered.

M. Indemnity

The Contractor will keep the Company indemnified against any loss, expense, damages or compensation which the Company incurs or is required to pay (including without limitation any legal fees or amount paid by way of settlement) in relation to any claim which is threatened, notified or commenced against the Company Name and which arises directly or indirectly out of any wilful or negligent act or omission of the Contractor in the course of performing the Services. This indemnity will continue to apply after termination of this contract.

N. UNIFORMS

· Polo shirts (monogrammed).

Uniforms provided at the Contractor's expense shall remain the property of the Company and must be kept in a fit, clean and tidy condition at all times.

The Contractor shall return the uniform once they have completed the term in a fit condition.

O. CANCELLATION

Introducing new, stricter policies with respect to cancelations and no shows. You will have the flexibility to choose regular clients as per your discretion. You will have a 30 day minimum commitment period. Any job cancelled less than 48 hours of the service will incur a \$50 fine.

P. LOSS OF SERVICES

It is agreed by both parties that due to no communication from the contractor over not providing service, and in an event of loss of customer, the contractor is liable to pay 60% of the revenue to the company.

Q. NO SHOW

It is agreed by both parties that if the Contractor cancels any job or does not show up for any job; less than 48 hrs with or without notice then we will deduct \$50 from the fortnightly invoice/ weekly invoice.

R. Reporting

The Contractor will not be supervised on a day-to-day basis. A feedback report form, from the customer will be used to measure the efficiency and productivity of the Contractor. We have a three point strike, i.e if you have three or more reviews that are below 3 stars we will remove you from the network. Premium Clean values its customers and their 100% satisfaction is our guarantee. Hence, if the subcontractor offers bad service, poor quality service, Ongoing negative feedback from customers, Consistently bad timekeeping, Cancellations as a result of poor service or poor behavior, Approaching customers to work directly, Attending a job without check into the app. Will all lead to termination

S. Dispute resolution (BAD SERVICE)

If a dispute arises, the parties will meet in good faith to try and resolve the dispute informally. To solve any dispute the company requires proof of service and proof of good service.

PROOF OF SERVICE - CHECK IN AND CHECKOUT OF THE APP

PROOF OF GOOD SERVICE - Initial and Final walkthrough, before and after photos, final walkthrough checklist

Until a dispute is resolved the contractor agrees to have their payment held.

If the dispute has not been resolved within 10 days after the dispute has been notified by a party in writing, either party may give the other written notice requiring the parties to try and resolve the dispute at mediation. The parties will agree on a mediator or, if agreement cannot be reached within seven days after notice has been given, a mediator will be appointed. Unless the parties agree otherwise, the mediation will take place within 21 days after a mediator has been appointed and the costs of the mediation, excluding the parties' costs, will be shared equally.

If the parties do not resolve their dispute at mediation, they may agree in writing to resolve their dispute by arbitration before a single arbitrator. In that event:

- (a) the arbitrator will be appointed by agreement or, failing agreement within seven days after the parties have agreed to arbitration, by LEADR New Zealand Incorporated;
- (b) the costs of arbitration, excluding the parties' costs, will be shared equally, unless the arbitrator determines otherwise;
- (c) the Second Schedule to the Arbitration Act 1996 will not apply; and
- (d) the arbitrator will determine the place and procedure for the arbitration.

The parties agree that the existence of any dispute between them and the information relating to any dispute will, subject to this contract, remain strictly confidential.

In an event , a dispute cannot be resolved by mediation and the customer files a claim with the tribunal or small claims court, you will be responsible to attend the hearing and be responsible for the result of the dispute.

T. BONUS

Any subcontractor showing up to all their jobs for consecutive 3 months without any cancellation will receive a \$100 bonus.

U. SUPERVISION

The Contractor will not be supervised on a day-to-day basis. A feedback report form, from the customer will be used to measure the efficiency and productivity of the Contractor. There will be some surprise visits from the Supervisor to check on the quality of work

V. THEFT

Theft is a criminal offence. Any theft occurring at the customer property will be reported to the police. The Subcontractor will face termination and it will be Subcontractor's responsibility to deal with any police investigation or court proceedings and liable to pay for stolen items.

W. UNAUTHORISED PEOPLE

Subcontractors are not allowed to take any person/s or child/ren with them under any circumstances to work or customer premises. In an event of such presence the contractor will be terminated immediately for gross misconduct.

X. LIABILITY

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight.

In the event of an at fault accident whilst driving one of the Company's vehicles or where any damage to a company vehicle is due to your negligence or lack of care, the Company reserves the right to insist on you rectifying the damage at your own expense or paying the excess part

of any claim. Repeated instances may result in disciplinary action/and or the use of Premium Clean vehicles being withdrawn.

It is the contractor's responsibility to take care of the customer premises and property. In an event of damage caused to the premises or property or goods the contractor will compensate for any damages or excess^{21.4} In an event when a theft occurs due to negligence of the contractor, it is the contractor's responsibility to compensate for any loss or damage.

Y . CHECK IN AND OUT

- .1 You are required to always check in and out of all your jobs for the purpose of proof of job.
- .2 You are responsible for the completion of your check ins and out. If they are not completed, payment will not be made.

Z. VARIATION OF THIS AGREEMENT

The parties to this agreement acknowledge that circumstances may arise during the term of this agreement that warrants variation of this agreement. All variations to this agreement will be recorded in writing and signed by both parties

AA. CRIMINAL CONVICTION CHECK

- .1 You will be required to undergo a Criminal Conviction as an inherent requirement of your role. You may be asked to contribute to the cost of this police check.
- .2 The Company may require you to repeat this check at any time during your employment.
- .3 The Company reserves the right to terminate your employment without notice in the event that you do not pass this check to its satisfaction and are unable to perform the requirements of your role.
- .4 You must notify the Company immediately in the event that you are charged with any criminal offence.

AB. NO SMOKING POLICY

To a non-smoker, cigarette smoke and the smell of cigarette smoke can be disconcerting, offensive and have the potential to cause health reactions. Accordingly all premium Clean contractors must ensure that they do not smoke in the presence of a customer, on the customers' property or in the van before arriving at the customers' property. Your employment states that the contractors shall not smoke: on or around the Company's site; or on or around the

Customer's site; or in the Company motor vehicles. If you are a smoker, we require that you ensure that you do not smell of cigarettes when you arrive at the customer's house. If you have recently had a cigarette then we request you use a breath freshener and deodorant to remove the cigarette smell. Smoking on the customers' premises/site is considered by the Company as serious misconduct and accordingly employment may be terminated immediately if this occurs.

AC. LIABILITY

.1 We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular,

.2 It is the sub-contractor's responsibility to take care of the customer premises and property. In an event, an damage caused to the premises or property or goods the sub-contractor will compensate for any damages or excess

.3 In an event when a theft occurs due to negligence of the sub-contractor, it is the sub-contractor's responsibility to compensate for any loss or damage.

AD. COMPANY POLICIES AND PROCEDURES

.1 Subcontractor will comply with all the Company's policies and procedures, as amended from time to time at the sole discretion of the Premium Cleaning Services;

.2 Subcontractor will comply with all the Company's policies and procedures, as amended from time to time at the sole discretion of the Premium Cleaning Services.

.3 Failure to comply with the Company's policies may result in disciplinary action, up to and including dismissal.