



COVERSTAFF INTERNATIONAL LIMITED
CONTRACT FOR SUPPLY OF TEMPORARY WORKERS

BETWEEN _____ (“the Principal”)
AND **COVERSTAFF INTERNATIONAL LIMITED** (“the Contractor”)

1. **AGREEMENT** – The Contractor shall provide the Principal with the services of workers (the “Temporary”) from time to time on a temporary basis (“the assignment”). Each occasion the Contractor agrees to provide a Temporary to the Principal is a new contract based on the terms and conditions contained in this contract. This contract replaces any previous contract, agreement or arrangement entered into between the Principal and the Contractor.
2. **RATES** – The rate for a Temporary, including allowances, if any (“the charges”) will be agreed between the Contractor and the Principal prior to each assignment. The minimum assignment length is four hours per day. A charge equal to 4 hours at the hourly rate is payable on any assignment with a duration of less than 4 hours per day. (“Allowances” means all expenses incurred in the provision of work by the Temporary including but not limited to travel, accommodation etc). The Contractor reserves the right to vary the chargeable rate (including allowances, if any) at any time by giving notice of such variation to the Principal. Goods and services tax and any other tax or levies (other than PAYE or ACC levies) in respect of the Temporary imposed by any statute, regulation or by law in respect of the provision of services by the Contractor shall be payable by the Principal in addition to the charges and other monies payable pursuant to this contract.
3. **PAYMENTS** – “due date” means seven days after the due date of the invoice for the charges. The Contractor will invoice the Principal weekly and the Principal shall pay the invoice by the due date. Should the invoice not be paid by the due date then:
 - a. The Principal will pay on demand:
 - i. A penalty at the rate of 10% of the balance owing calculated from the due date down to the date of receipt of payment in full;
 - ii. The Contractor’s charges and all costs associated with the enforcement or attempted enforcement of the Contractor’s rights, remedies and powers under these terms and conditions or otherwise at law.
 - b. The Contractor may without prejudice to its other rights, remedies and powers, immediately terminate any assignment with the Principal.
4. **GENERAL** – No waiver by the Contractor of any breach of this agreement shall be deemed to be a waiver of any other or any subsequent breach. The failure of the Contractor to enforce any provision of this agreement shall not be interpreted as a waiver of that provision. No claim or dispute raised by the Principal shall be a ground for the Principal to withhold payment of any monies due to the Contractor under this contract, nor shall such claim or dispute give the Principal any right to offset any payment due to the Contractor.
5. **GUARANTEE** – In consideration of the Contractor at the Guarantor’s request agreeing to provide services to the Principal, the Guarantor unconditionally guarantees to the Contractor the due and punctual payment by the Principal of all monies owing under this contract. This guarantee shall be a continuing guarantee and shall not be discharged by any settlement of account. The guarantor’s liability under this guarantee shall not be discharged, abrogated, prejudiced or affected by:
 - a. The giving of time, credit or other indulgence or concession to the Principal;
 - b. Any variation to these terms and conditions;
 - c. Any suspensions of service or refusal for any reason to provide further services of a temporary worker;
 - d. Any other act, omission or event which but for these provisions might operate to discharge or otherwise affect the guarantor’s obligations under this guarantee or any rights or remedies conferred upon the Contractor by this guarantee or by law.
6. **CANCELLATIONS** – Cancellations must be advised to the Contractor by the Principal three hours prior to commencement of the assignment. If the Principal fails to so advise the Contractor the Principal shall be liable to pay the Contractor an amount equal to four hours at the hourly charge out rate of the Temporary which will be invoiced to the Principal by the Contractor.
7. **REDUCTION/CANCELLATION OF CHARGE** – If the services of the temporary is unsatisfactory the Principal shall notify the Contractor within 4 hours of commencement of the assignment and the Contractor shall at its discretion either reduce or cancel the charge otherwise invoiced to the Principal for that Temporary, and if requested by the Principal, the Contractor shall use its best endeavours to replace the Temporary. Full charges will then apply to the replacement.
8. **INDEMNITY/EXCLUSION OF LIABILITY** – Whilst every effort is made by the Contractor to provide a satisfactory Temporary, the Principal acknowledges and agrees that:

The Principal shall supervise, direct and control the manner and conditions under which the assignment is to be performed subject to the obligations, duties and regulations, whether statutory or otherwise relating to the place, nature or system of work.



- a. The Principal will be responsible for all acts and omissions of any temporary whether wilful, negligent or otherwise;
- b. The Contractor shall not be liable under any circumstances whatsoever for any loss, damage or expense suffered or incurred by the Principal arising either indirectly or directly from the actions of a Temporary on assignment or arising out of any delay or failure to refer a Temporary to the Principal; and
- c. The Principal hereby indemnifies the Contractor against all liabilities, losses, costs or damages suffered or incurred by the Contractor and/or the Principal whether directly or indirectly arising out of any act or omission of the Temporary whilst on assignment.

The provisions of this clause shall continue to have effect and be binding upon the Principal and its successors notwithstanding that the contract to which these terms and conditions apply has been fully performed.

9. **INSURANCE** – The Principal acknowledges and agrees that the Temporary is not covered under the insurance policy of the Contractor. In the event that the Temporary is required to handle valuables, vehicles, cash, machinery, documentation or equipment whether on or off the premises of the Principal, the Principal will immediately make arrangements for the Temporary to be endorsed on the insurance policy of the Principal with appropriate cover for the specific circumstances. On no condition will the Contractor be liable for any losses incurred as a result of the Principal's failure to insure the Temporary. The Temporary shall not be required to use his/her own motor vehicle during an assignment for the Principal's purpose but where required to do so by the Principal, the Principal will be liable for all loss or damage suffered by the Temporary to the extent that such loss or damage is not covered by any insurance cover held by the Temporary.

10. **WORK SAFETY AND INJURIES** – The Principal shall:

- a. Furnish the Temporary with a safe place to work and appropriate protective clothing and equipment.
- b. Provide the Contractor with a copy of the Principal's health and safety policy to enable the Temporary to be briefed prior to an assignment.
- c. Provide the Temporary with adequate training and supervision to complete the assignment in a safe manner.
- d. Report any accidents involving a temporary to the Contractor immediately.

If a Temporary is injured while working, the Principal will indemnify the Contractor in respect of any liability resulting from the injury including, but not limited to:

- a. Any claims by the Temporary against the Contractor which arise under common law;
- b. Any criminal penalties imposed on the Contractor under any Act, regulations or delegated legislation including the Health and Safety in Employment Act 1992; and
- c. Any payment to be made by the Contractor under the Accident Rehabilitation and Compensation and Insurance Act 1992, including any increases in levies paid by the Contractor under the Act as a result of the injury or accident causing the injury.

11. **ENGAGEMENT OF TEMPORARY** – If within 6 months of the introduction of a candidate or the termination of an assignment, the Principal engages the candidate or Temporary either by employment or as an independent contractor, or either directly or indirectly introduces a candidate or Temporary to any other person or organisation who engages the candidate or Temporary either in employment or as an independent contractor, the Principal shall be liable to pay the Contractor an amount equivalent to 5 weeks wages for the candidate or Temporary (calculated on a 40 hour week).

12. **CONFIDENTIALITY** – in the course of receiving services, the Principal may receive and handle information relating to the Contractor's business and the Temporary that is considered confidential. The Principal shall not use or disclose such information that has or may be acquired during the term of this contract. This restriction will apply without any limit in point of time.

13. **AMBIT** – The provision of services by the Contractor is made on the basis that the Principal complies with the terms and conditions contained herein, The Contractor reserves the right to withdraw the Temporary at any time for non-compliance with these terms and conditions without limiting other remedies available at law. This contract shall be binding on and have effect for the benefit of the successors of the Principal and the successors and assigns of the Contractor.

I have read & understand your Terms & Conditions of Business for Temporary Workers & agree to abide by them.

I,.....(full name) I hereby warrant that I am a Owner, Director, Manager or Senior Representative of the principal company and am authorized to sign this contract on behalf of the Principal Company.

SIGNED on behalf of the Principal

(Full Name) _____

(Title) _____

(Signature) _____ (Date)_____



**APPLICATION FOR CREDIT ACCOUNT
CONTRACT FOR SUPPLY OF SERVICES FOR
TEMPORARY AND/OR PERMANENT POSITIONS**

Full Legal Name: _____
(the Principal)

Trading Name: _____

Postal Address: _____ Postal Code: _____

Accounts Payable Contact: _____ Email _____

Telephone: _____ Fax _____

Physical Address _____

Type of Business _____

Accountant _____

Solicitor _____

ALL PRIVATE LIMITED LIABILITY COMPANIES, PARTNERSHIP, SOLE TRADERS.

PARTICULARS OF DIRECTORS/OWNERS

Full Name	Private Address	Date of Birth	Position
_____	_____	_____	_____
_____	_____	_____	_____

CREDIT REFERENCES

(1) _____ Telephone: _____

(2) _____ Telephone: _____

We/I hereby make application for a credit account to be opened in the name of the above company/person

We/I agree to pay this account within 7 Days following date of invoice.

We/I agree to pay on demand all collection costs & solicitors fees, charges & or costs & enforcement costs incurred or expended in recovering payment of this account.

We/I understand that the completion of this form does not guarantee that a credit account will be opened.

We/I authorise Coverstaff Ltd to undergo any credit checks into the above company, directors or principals, if deemed necessary.

I,.....(full name) I hereby warrant that I am a Owner, Director, Manager or Senior Representative of the principal company and am authorized to sign this contract on behalf of the Principal Company.

SIGNED on behalf of the Principal

SIGNED by the Guarantor

(Full Name) _____

(Full Name) _____

(Title) _____

(Title) _____

(Signature) _____

(Signature) _____

(Date) _____

(Date) _____