

# Hāwera Holiday Park Contract for Services

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### PARTIES

THE SOUTH TARANAKI DISTRICT COUNCIL

("the Council")

("the Contractor")

### AGREEMENT

#### 1. DEFINITIONS

1.1. In this contract:

1.2. "**Confidential Information**" means all commercial information which is not in the public domain, and which is reasonably regarded by the Council as confidential to it and which the Contractor becomes aware of in the course of carrying out this contract including, but not limited to:

- a) Business methods and management systems.
- b) Details, information, and records relating to customers, suppliers, credit providers and parties with whom the Council deals commercially.
- c) Financial and business information of any kind.
- d) Strategic information relating to marketing, advertising, or any other aspect of business.
- e) Computer software and data.

1.3. "**Customer**" means any customer or potential customer or the Council in respect of whom the Contractor is required to provide the Services.

1.4. "**Customer Reference**" means notification by the Council to the Contractor of the names, telephone numbers and addresses of customers.

1.5. "**Services**" means the Services to be carried out by the Contractor pursuant to this contract as set out in Schedule A.

#### 2. TERM OF AGREEMENT

2.1 Initial Term: The initial term of this contract is for two years commencing on 8 October 2024.

2.2 Renewal Term: At the end of the initial term, this agreement will be renewed for a term of three years, unless either party gives written notice of not less than four weeks before the expiry of the Initial Term that it does not intend to renew this agreement. Neither party is obliged to give any reason for not renewing this agreement.

2.3 Further Renewal Term: At the end of the Renewal Term, this agreement may be renewed for a further final term of three years, subject to the Council's satisfaction that the

contractor is complying with all conditions of this agreement.

### **3. SUPPLY OF SERVICES**

- 3.1. The Contractor shall supply the Services to customers following a Council instruction.
- 3.2. Such Services shall be performed to the satisfaction of the Council.
- 3.3. Hāwera Holiday Park operates seven days per week/365 days per year. The Contractor will make available his/her services to provide Management Services at the Hāwera Holiday Park for every day of the year.
- 3.4. Nothing in this contract shall operate so as to constitute any relationship of employer and employee between the parties.

### **4. LIABILITY FOR TAX**

- 4.1. The Contractor is required to register and account for GST.
- 4.2. The Contractor is required to account for their own tax.
- 4.3. The Contractor shall account for their own ACC levies.

### **5. OBLIGATIONS OF CONTRACTOR**

- 5.1. The Contractor shall:
  - a) Diligently and conscientiously undertake the Services.
  - b) Perform the Services to a high standard.
  - c) Work with employees of the Council in a competent and professional manner.
  - d) Carry out and comply with all the lawful directions of the Council.
  - e) Use its best endeavours to promote and protect the interests of the Council when performing the Services.
  - f) Perform the Services within the time provided for in the agreement.
  - g) Advise the Council if he or she is unable to provide the Services in the respect of a particular customer.

### **6. REMUNERATION**

- 6.1. The Council shall pay the Contractor for the Services rendered by way of monthly payments as provided for in Schedule B.
- 6.2. Such Payment shall be deposited into the contractor's bank account by direct credit on the 20<sup>th</sup> of the month following receipt of the invoice.
- 6.3. In the event that a dispute arises in respect of the payment or calculation of the payment due, the parties agree to act in good faith in an effort to resolve any such dispute. Any disputes shall be resolved in the manner prescribed in clause 14 of this contract.

### **7. ASSIGNMENT**

- 7.1. Except as provided for in this contract, the Contractor shall perform the contract personally and may not assign the contract to any other entity or person unless by agreement with the Council.

### **8. CONFLICT OF INTEREST**

- 8.1. The Contractor shall ensure that in carrying out this or any other contract for third parties, neither the Contractor nor any person to whom the contract is assigned pursuant to clause 6 above is involved in any relationship or activity which may constitute a conflict of interest with the Council's commercial interests.

### **9. TOOLS AND EQUIPMENT**

- 9.1. The Council will be responsible for the supply of all tools and equipment necessary to carry out his/her Services at the Holiday Park as specified in Schedule C.

### **10. TERMINATION**

- 10.1. Without prejudice to any other rights or remedies which the Council may have, if the Contractor breaches or fails to observe or perform any of the terms and conditions of this contract, the Council may terminate this contract forthwith and the Contractor shall not be entitled to any compensation or damages.
- 10.2. In all other circumstances, either party may terminate this contract by giving not less than one month's notice in writing of its intention to terminate.
- 10.3. If the Contractor becomes bankrupt or is subject to creditor's arrangement, the Council has the right to terminate this contract forthwith and the Contractor shall not be entitled to any compensation or damages for the cancellation of the contract.

### **11. CONFIDENTIALITY**

- 11.1. The Contractor acknowledges that the Council has spent considerable time and money in developing acumen and valuable goodwill associated with its business and in these circumstances, it is fair and reasonable that the Contractor shall enter into certain agreements to protect these interests of the Council. Accordingly, the Contractor agrees that it will hold all Confidential Information in confidence and will not without the written consent of the Council directly or indirectly at any time during this contract or following its termination or for so long as the information continues to be confidential information:
- a) Use any information.
  - b) Disclose any confidential information to any person; other than to the extent necessary to carry out this contract.

### **12. INDEMNITY**

- 12.1. The Contractor acknowledges that it is aware that any breach of this contract may result in the Council suffering damage or incurring liability. The Contractor indemnifies the Council against all loss or damage whatsoever that the Council may sustain or incur as a result, whether directly or indirectly of:
- a) Any breach by the Contractor of this contract, or.
  - b) Any act or admission by any of the Contractor's officers, employees, agents, or advisors which, if done or omitted to be done by the Contractor, would be a breach of the Contractor's obligations under this contract.
- 12.2. The Council shall not be liable to the Contractor for any loss or damage to the Contractor's property during or in connection with the performance of this agreement unless such damage is caused by the negligence of the Council.

### **13. BREACH AND MANDATORY DISCLOSURE**

- 13.1. The Contractor must:
- a) Notify the Council immediately if it becomes aware of a suspected or actual breach of this contract; and
  - b) Take all reasonable steps at its own expense, required to prevent, or stop the suspected or actual breach.
- 13.2. If the Contractor is or may be required by law or Court order to disclose any Confidential information, the Contractor must immediately notify the Council in writing of the requirement. The Contractor must, as directed by the Council:
- a) Assist or permit the Council to oppose or restrict disclosure; or
  - b) To the extent practicable, make disclosure on terms that will preserve the

confidentiality of the confidential information.

### **14. DISPUTES**

- 14.1. Subject to the final subclause of this clause, where any questions, dispute or difference arises between the parties concerning or in any way arising out of this contract or the performance of either party in terms of this contract, the parties will make a genuine effort to resolve the question, dispute, or difference without resorting to litigation, using the procedure set out in this clause.
- 14.2. The party initiating the question, dispute, or difference (“the first party”) shall provide written notice of the same to the other party (“the other party”) and nominate in that notice the first party’s representative for the negotiations. The other party shall then promptly give written notice to the first party naming the other party’s representative for the negotiations. Each representative so nominated will have the authority to settle or resolve the question, dispute, or difference.
- 14.3. If the parties are unable to resolve the question, dispute, or difference by discussion and negotiation within 30 days of receipt of the written notice from the first party, then within a further 7 days, the matter shall be referred to arbitration by a single arbitrator to be appointed by the parties or failing agreement to be appointed by the President of the New Zealand Law Society. Such arbitration shall be carried out in accordance with the provisions of the Arbitration Act 1908 or any then subsisting provisions relating to arbitration.

### **15. RETURN OF INFORMATION**

- 15.1. The Contractor agrees to deliver to the Council all documents and other materials in the possession, power, or control of the Contractor or any of its officers, employees, agents, or advisers which contain any Confidential Information, and which were supplied by the Council (or copied from such documents) on:
  - a) The written demand by the Council; or
  - b) The time the documents and other materials are no longer required for the purposes of the contract.
- 15.2. Return of the documents and other materials referred to in clause 15.1 does not release the Contractor or its Assignee from their obligations under this contract.
- 15.3. Without limiting the generality of this paragraph, the Contractor will on termination of this contract return all written material and records held by it in whatever form belonging to the Council or prepared or provided in relation to performance of this contract, including all copies of such materials.

### 16. HEALTH AND SAFETY

- 16.1. The Contractor must have completed all Health and Safety Pre-qualification documents and be approved and maintain any approval renewals, as a Contractor to the Council.
- 16.2. The Contractor shall make themselves familiar with the Council’s Health and Safety Policy and always abide by the conditions of this policy while contracting Services to the Council.
- 16.3. A list of Council’s Health and Safety requirements is detailed in Schedule D,HSE PRO 02 F09: Agreement

### 17. SEVERABILITY

- 17.1. In the event of the invalidity, and illegality or unenforceability of any part or provision of this contract, that invalidity, and illegality or unenforceability will not affect the remaining provisions of this contract and such part or provision will be severed from the remaining provisions of this contract and, if possible, should be read to the extent to which it is necessary for it to be valid.

We, .....  
 hereby accept the above terms and conditions of this contract.

..... (Signed)

DATE.....  
 (Contractor's name)

..... (Signed)

DATE.....  
 (Contractor's name)

..... (Signed)

DATE:.....  
 Authorised Signatory

**SOUTH TARANAKI DISTRICT COUNCIL**



### SCHEDULE A – SERVICES TO BE PROVIDED

By .....

### WORK PROGRAMME – RESPONSIBILITIES

..... will provide management Services at the Hāwera Holiday Park for the Council, under the overview of the Operations Manager – Property and Facilities and will be responsible for the following deliverables:

There is no expectation that the contractor should be at the Holiday Park 24 hours, seven days a week, however, an overnight management presence is required with alternate arrangements to be made by the contractor, at the contractor's cost as required.

#### **Campground Manager Responsibilities:**

The Contractor agrees to:

- Provide friendly and pleasant customer service.
- Manage the campground and its short-term residents.
- Maintain cleanliness of amenities – kitchen and bathroom facilities.
- Maintain all the lawns, hedges, and gardens within the confines of the Holiday Park.
- Take and maintain an accurate record of bookings for the campground. The South Taranaki i-SITE will continue to take bookings and payments as well and will use one electronic booking system (*beds24*). **Training Provided**
- Collect payments, reconcile payments with *beds24* booking system and deliver payments to i-SITE for checking and banking. **Training Provided**

#### **Council Responsibilities:**

- All operational costs (including power and water) will be met by the Council (including for the Camp Manager accommodation).
- Cost of cleaning consumables, refuse collection, linen pack laundering, complimentary tea/coffee etc will be met by the Council.
- A telephone landline is available and paid for by Council.
- A computer will be provided for the contractor to access the Council booking system.
- An allowance of \$7.00 per week is included in the contract payment as reimbursement of costs for Holiday Park calls made from Personal Cell Phone.

### **SCHEDULE B – REMUNERATION FOR CONTRACT SERVICES**

Provided by South Taranaki District Council


1. Contract payment of \$542.00 (plus GST) per week.
2. Provision of accommodation.
3. Electricity cost to be paid by the Council.
4. Use of Wi-Fi

### **SCHEDULE C – TOOLS AND EQUIPMENT**

The Contractor will be supplied with:

1. Office Space, desk, computer, and printer.
2. All consumable products required to undertake cleaning duties.
3. Mops, buckets, protective gloves, health & safety equipment for undertaking cleaning duties.

### SCHEDULE D – HEALTH AND SAFETY AGREEMENT



## Health & Safety Agreement

CONTRACTOR/SERVICE PROVIDER

This is an agreement between

**South Taranaki District Council**

and the

**Contractor / Service Provider**

Name of contractor

Address of contractor

Start date of contract  Duration of contract

Description of work being carried out by contractor

**Policy**

South Taranaki District Council (STDC) requires that all contractors, subcontractors and their employees carrying out any work on behalf of South Taranaki District Council meet safety standards as required by relevant legislation, South Taranaki District Council policies, procedures and contractual requirements (ref: Contractor Health and Safety Manual).

The contractor shall comply with and provide the relevant documentation as contained in the Procedural Guidelines (below) for safety, health and environmental requirements, paragraphs 1 to 21.

**Procedural Guidelines**

1. The contractor will be required to provide a copy of their occupational safety and health control plan for this specific contract.
2. The contractor will nominate a person who will be responsible and accountable for occupational health and safety.
3. The contractor will nominate a person who will be responsible and accountable for the prevention of environmental pollution including excessive noise. (Resource Management Act).
4. The contractor must be able to prove that all employees required to carry out any work under the contract, have been adequately trained or is supervised by a person that has adequate knowledge and experience relevant to the work, plant and/or substances.
5. The contractor and the contractor's employees shall comply with all relevant legislation.
6. The contractor shall provide the South Taranaki District Council with their methods of hazard identification and control as required by Health and Safety at Work Act (HSWA) 2015 and a copy of their Hazard Register relating to this specific contract.
7. The contractor shall not carry out any restricted work as defined in the contract until the relevant permit to work documentation has been obtained from an authorised officer of the South Taranaki District Council.
8. The contractor shall provide first aid facilities suitable and sufficient for the number of people the contractor is employing on the contract.
9. The contractor shall have prepared emergency plans for all foreseeable emergencies that may arise during the contract.

### Procedural Guidelines (Continued)

10. The contractor shall report all near misses, incidents, accidents, hazardous substance spills and discharges to the contract manager as soon as possible and in any case no later than 12 hours after the incident.
11. The contractor will be responsible for providing safety equipment to an approved New Zealand standard, or its equivalent, to his/her own employees and ensure that this equipment is used or worn as required.
12. Where specialist equipment has to be used the contractor will provide proof that relevant training has been given in its correct use and/or the operators have relevant current certificates of competence as required by the HSWA 2015.
13. The contractor shall provide and bring a list of all hazardous substances to all sites. The list shall show the form the substance is in (i.e. solid, liquid or gas), hazard classification number and the quantities of each hazardous substance ref to HSNO Act.
14. The contractor shall provide an inventory of all waste products generated, approximate quantities of each and the pre-approved methods of disposal.
15. The contractor has a duty to protect the public and all South Taranaki District Council employees on or near the worksite from harm at all times.
16. The South Taranaki District Council will provide the contractor with copies of the relevant South Taranaki District Council policies, procedures and rules which the contractor and employees must comply with.
17. The South Taranaki District Council shall have the right to inspect the contractor's provisions for occupational health and safety, and environmental protection provisions at any time during the contract.
18. Where breaches of any of the items numbered 1 to 15 occur or the contractor is issued with an improvement notice by WorkSafe, and/or is prosecuted for a breach of any relevant legislation, the South Taranaki District Council must be advised immediately and will have the discretion to withdraw the contract in part or in full.
19. This agreement shall remain in force for the duration of the contract or a period of two years from the commencement date of the contract or which ever is the lesser.
20. The South Taranaki District Council will reserve the right to make amendments to this agreement at any time for the purpose of improved health and safety for all parties.
21. The terms of this agreement apply to the original contractor and any sub-contractor that they may hire.

### Official

I, the contractor, agree that all the terms in this agreement apply to myself as well as any employees and/or sub-contractors for the contract.

Signature of contractor  Date   
 Contractor's full name  Designation

The term contractor in this agreement means contractor and subcontractor as defined in the Health and Safety at Work Act (HSWA) 2015.