

BOATBOYS LIMITED TERMS OF TRADE

Service User/Applicant Name:.....(“The Service User”).....

The following terms and conditions of sale shall be deemed to be incorporated into and form a part of and contract between BoatBoys Limited and the Service User whose name and/or details appear on the tax invoice and the credit application form, for the supply of goods and services.

1. HOURLY RATE: The hourly rate will be set by the BoatBoy/Service Provider and GST will be added to the hourly rate displayed on the personal profile on the BoatBoys Limited website. All rates are viewable on the ‘BoatBoys’ website.

2. INVOICES: The service user will receive a weekly invoice for the previous weeks work completed. Invoices will be emailed unless hard copy is requested. Before the invoice is processed the BoatBoys timesheet will need to be sighted and signed by the service user or representative with regards to the time keeping and accuracy. This must be returned to BoatBoys no later than 3pm every Monday to check the invoiced hours and are correct for both parties concerned.

3. HEALTH AND SAFETY: BoatBoys Limited will not supply safety consumables. The service user will provide all safety protection gear such as overalls, dust masks, gloves, carbon filters etc. BoatBoys employees will abide by the BoatBoys Limited safety manual. The service user will receive a copy of this manual on request to confirm it does not clash with the current Health and Safety policy in place. If an existing policy is already in place that policy will override BoatBoys Limited policy, the BoatBoy must be informed of the Health and Safety policy.

4. PRIVACY OBLIGATIONS: Both parties agree the business relationship and business matters will remain confidential and private to both parties concerned. Costs, schedules, agreements, procedures etc will not be spoken of to outside parties at any time. The Privacy Policy on the BoatBoys website is agreed upon on the signing of this agreement. Please view our Privacy Policy by visiting www.boatboys.co.nz for further clarification.

5. PAYMENT: Payment is to be within seven days following from date of invoice.

7. RECOVERY OF UNPAID ACCOUNTS: The Service User agrees to pay any debt collection charges and other expenses incurred by BoatBoys Limited in the recovery of any outstanding amounts on the Service User’s account.

8. OVERDUE INVOICES: The Service User undertakes to pay the account in full on or before the due date. In default of such prompt payment, the Service User undertakes to pay interest on any outstanding amount at the rate of 5% per month

9. WARRANTY: BoatBoys Limited does not warranty the workmanship performed by our Employees or Service providers at any time. All specifications must be submitted by the service user to BoatBoys Limited and service providers prior to work starting on the concerned project.

10. MATERIALS/TOOLS: All sail away materials must be provided by the service user such as paint, filler, timber, resins, sandpaper etc. BoatBoys Limited employees/service providers will supply their own tools with exception to any specialized tools required for the job that the service provider has direct access to.

11. CANCELLATION OF ORDERS: BoatBoys Limited accepts cancellation of an order. If you cancel any booking within 48 hours of the work to be carried out by the BoatBoy, a cancellation fee of \$300 + GST will be imposed. This cancellation fee is required to offset booking; communication and administration charges, which will have already, have been incurred by us.

12. SERVICE: BoatBoys Limited will provide labour chosen by the service user. BoatBoys Limited will perform the duties set by the service user. BoatBoys Limited will supply labour at an agreed hourly cost charged per hour and set by the employee on their personal profile. The service user will be responsible for the management, supervision and quality control of the service provider they hire from the BoatBoys Limited website. BoatBoys Limited supply labour only. No materials, including safety materials and sail away consumables.

13. OBLIGATION OF RELATIONSHIP: All parties act decently to each other at all times. The service user will take all practical steps to provide the BoatBoys Limited employee/s with a safe work environment in conjunction with the BoatBoys Limited Safety Policy. The service user hires the labour they require on a temporary basis, ‘You Choose Them, We Supply Them’. Your choice of responsibility based on accurate personal profile information and personal feedback. You the service user fully understand your responsibility. Signing this contract is acceptance of the BoatBoys Limited ethics and Terms and Conditions posted on the BoatBoys Limited website by visiting www.boatboys.co.nz for further clarification.

14. HOURS OF WORK: Will be set by the service user and confirmed by the service provider via SMS or Email. Break Entitlements:As of 1 April 2009, there is a legal requirement under the Employment Relations Act to provide rest breaks and meal breaks during a work period. Employees are entitled to, one 10-minute paid rest break if their work period is 2 hours or more but not more than 4 hours, one 10-minute paid rest break and one unpaid 30-minute meal break if their work period is more than 4 hours but not more than 6 hours and two 10-minute paid rest breaks and one unpaid 30-minute meal break if their work period is more than 6 hours but not more than 8 hours. These requirements begin over again if an employee’s work period is more than 8 hours.

Employees and employers can agree to the timing of rest and meal breaks. If they cannot agree on the timing, the rest and meal breaks must be evenly spread throughout the work period where reasonable and practicable.

Signed: Full Name: Position:

Dated this: Day of: 20

Trade References:

1. Phone:
2. Phone:
3. Phone:

I/We give BoatBoys Limited authorisation to contact the above trade references for the purpose of obtaining information in support of this credit application.

Signed:

Dated this:Day of:20

I/We have read and agree to be bound by the terms and conditions of trade as printed above or attached. I/We warrant to BoatBoys Limited that the above information is to the best of my/our knowledge, information and believe true and correct and that I/we am/are duly authorized to enter into this application and future contracts on behalf of the Service User. I/we also acknowledge that pursuant to the personal guarantee contained in the terms and conditions of trade that, where relevant, I/we am/are also signing this application form in my/our personal capacity.

If a company, this application must be signed by a director of the company.

BoatBoys Limited to Complete:

Approve/Declined: Date: Service User Advised (Date):

Initial Credit Limit Imposed: \$

If Declined State Reason:

BoatBoys Limited

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