

BETWEEN: BoatBoys Limited

AND:

1. Definitions

1.1 In this agreement:

- (a) the Employer is Boatboys;
- (b) the Employee is the person named above.
- (c) "Client" refers to the third party to whom the Employee is contracted by the Employer.

2. Terms of Agreement

2.1 The Employee's services are required on a casual and occasional basis and will be irregular and intermittent. The Employee should not expect to receive or be offered ongoing work.

2.2 On being offered work the Employee may, but shall not be obliged to, accept. The Employee must notify the Employer and Client of their acceptance of the work within 48 hours from the time of offer and in line with Boatboys' terms and conditions. Failure to do so will result in the offer lapsing.

3. Duties

3.1 The Employee's duties are set by the Client at the time of booking. Acceptance of the offer of work constitutes acceptance of the duties set by the Client.

3.2 It shall be the duty of the Employee to carry out all reasonable instructions and to undertake any work reasonably required by the Employer and/or the Client. Such duties may include any duty that is considered by the Employer and/or the Client to be within the skills of the Employee.

4. Warranties

4.1 The Employee warrants that all representations made by the Employee, either written or oral, and made to the Employer or the Client or on the Employee's website profile, including (but not limited to) the Employee's skills, qualifications, work experience, or personal information (including medical information where that is reasonably required to be ascertained for health and safety reasons) are true and correct. Provision of false or misleading information may result in the Employee's profile being removed from the Boatboys' website and to termination of employment.

5. Places of Work

5.1 The Employee's place of work will be at that set by the Client and as agreed to by the Employee.

6. Times and Hours of Work

- 6.1 The Employee shall offer availability in blocks of 8 hours or more (no less than eight hours each day).
- 6.2 Actual times and hours of work will vary from assignment to assignment and will be set by the Client and agreed to by the Employee as a condition of the offer of employment.
- 6.3 Punctuality is important. The Employee must be prepared and ready to commence work at the appropriate starting time on each day agreed to work. If the Employee is unable to attend work on any day or if the Employee will be late for work, then they shall personally advise the Client and the Employer as soon as possible before the first date of absence.
- 6.4 The Employee will maintain a timesheet for each day worked in accordance with Boatboys' terms and conditions. The timesheet is to be completed on a daily basis and signed by the Employee and the Client at the end of the period of engagement and forwarded to Boatboys.

5. Terms and Conditions

- 5.1 The Employee agrees that he or she has read the terms and conditions contained on the Employer's website and agrees to adhere to those terms and conditions and Ethics.
- 5.2 In addition, the Client may have rules, policies and procedures that it expects the Employee to follow. If so, the Employee must follow those rules, policies or procedures. Any breach of the Client's rules, policies or procedures, or the Employer's terms and conditions may lead to disciplinary action, including termination of employment.

6. Remuneration Details

- 6.1 The hourly rate is set by the Employee and agreed to by the Client prior to the offer of employment being made.
- 6.2 The Employee's details for this period of work are:

Hourly Rate:	* _____ (Hourly Rate)
Holiday Pay @ 8%	* _____ (8% of Hourly Rate)
Total Hourly Rate:	* _____ (Sum of two above)

- 6.3 The Employee will be paid holiday pay calculated at 8% of the total gross remuneration which will be paid on an ongoing basis and will be included in the employee's pay.

7. Public Holidays

- 7.1 The Employee will work on a public holiday if requested to do so by the Employer and/or the Client. Payment for public holidays and work by the Employee on a public holiday is covered by the Holidays Act 2003.

8. Good Faith

8.1 The parties to this agreement shall deal with each other in good faith.

9. Employee Protection Provision

9.1 If the Employer is proposing a sale, transfer or restructuring of its business so that the Employees' work may be performed for a new employer, the Employer shall negotiate with the new employer about the sale, transfer or restructuring to the extent that it relates to affected employees.

9.2 In this clause, *restructuring*, *new employer* and *affected employee* have the meanings given to them by the Employment Relations Act 2000 (as amended).

9.3 The Employee hereby consents to the Employer disclosing personal information to the new employer regarding the Employee's employment for the purposes of complying with the Employer's obligations under this clause.

9.4 The Employer will negotiate with the new employer regarding the possible transfer of affected employees, and will discuss whether the affected Employees will transfer to the new employer on the same terms and conditions of employment.

9.5 The Employer will alert the new employer to any questions or concerns that affected employees may have regarding the sale, transfer or restructuring.

10. Workplace Practices

10.1 Under no circumstances must Employees work under the influence of alcohol or drugs, unless the drugs are prescribed by a doctor.

10.2 Employees must report to work in such a condition that they are able to perform duties properly and safely.

10.3 Deliberate or unreasonable wasting of time will not be tolerated.

10.4 Employee's must comply with the Client's provisions under the Smoke Free Environments Act.

10.5 It is an offence for any Employee to use threatening, abusive or insulting actions or language likely to cause ill-will against any person or group, whether on the grounds of religion, colour, race, or ethnic origins, or age of the person or persons, or any other grounds.

10.6 Sexual harassment will not be tolerated and disciplinary action will be taken if allegations of sexual harassment are substantiated.

10.7 Unauthorised removal or unauthorised possession of the Client's property is not permitted.

11. Professionalism

11.1 Professional behaviour and attitude is required in the Employee's dealings with Clients, or customers, staff or clients of the Client.

12. Health and Safety

12.1 The parties must comply with the provisions of the Health and Safety in Employment Act 1992 and any other relevant legislation.

12.2 The Employee should take all practicable steps to ensure his or her own safety while at work and that no action or inaction by the Employee while at work causes harm to any other person.

12.3 The Employee acknowledges their obligation to carry out work in accordance with safe work practices and shall not expose themselves or any other person to risk or injury.

12.4 The Employee must ensure that the Client's health and safety rules and procedures are followed at all times.

12.5 The Employee shall immediately report any hazard, work-related accident, incident or illness to management of the Client and the Employer.

13. Security

13.3 The Employer reserves the right to search, or to allow the Client to search, where the Employer or Client has reasonable cause, the Employee's personal effects or vehicles which are on the Client's premises for property belonging to the Client, or to other employees or customers of the Client.

14. Confidential Information

14.1 Employees shall not at any time or for any reason, whether during the term of this agreement or after its termination, use or disclose to any person any confidential information relating to information, or trade secrets of the Client except so far as may be reasonably necessary to enable the Employee to fulfil their obligations under this agreement.

14.2 Employees shall not use any confidential information relating to the Client's business, or information gained through their employment, to their own benefit, as distinct from the benefit of the Client.

14.3 Employees shall not use or attempt to use any confidential information in any manner, which may injure or cause loss whether directly or indirectly to the Employer or the Client.

14.4 During the course of employment or after termination of employment with the Employer, the Employee shall not directly or indirectly make a record of, or divulge, or communicate to any other person, any information regarding the Employer's business or the Client's business, or any matters associated with the Employer or the Client.

SCHEDULE 1

PROCEDURE FOR SETTLEMENT OF PERSONAL GRIEVANCES

If an Employee has reason to believe they have grounds for a personal grievance they must raise the grievance with the Employer or representative of the Employer in the first instance.

Raising the personal grievance must be done within the period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the Employee, whichever is the later, unless the Employer consents to the personal grievance being submitted after the expiration of that period.

In the case of the period of 90 days having expired and the Employer does not consent to the personal grievance being submitted after that period, the Employee may apply to the Employment Relations Authority for leave to submit the personal grievance out of time.

When the personal grievance has been raised with the Employer, the Employer must respond to that within 14 days from the day on which the Employee made the Employer aware of the allegation of a personal grievance.

The Employer must either grant the remedy sought by the Employee or provide in writing details of the Employer's view of the facts and reasons why the Employer is not prepared to grant the remedy sought by the Employee.

If the Employee is not satisfied with the Employer's written response or the Employer does not provide the Employee with a written response within 14 days the Employee may refer the personal grievance to the Employment Relations Authority.

Any personal grievance will be dealt with under the provisions of the Employment Relations Act 2000 and any amendments or variations thereto.

PROCEDURE FOR SETTLEMENT OF DISPUTES OVER THE APPLICATION OF THIS EMPLOYMENT AGREEMENT

If an Employee has reason to believe they have a dispute about the application, interpretation or operation of this employment agreement, they must submit the dispute to the Employer or a representative of the Employer.

The procedure in relation to submitting the dispute is the same as that relating to the procedure for settlement of personal grievances as set out under the heading "Procedure for Settlement of Personal Grievances" above.

Any dispute will be dealt with under the provisions of the Employment Relations Act 2000 and any amendments or variations thereto.

The Employee may obtain information or advice on employment matters from a number of sources including, but not limited to:

- Lawyers;
- Employee advocates;
- Unions;

Department of Labour – Phone 0800 20 90 20.

DEPARTMENT OF LABOUR ASSISTANCE

If the Employee is unable to resolve matters with the Employer the Employee or the Employer may seek mediation assistance from the Department of Labour.