

# **HOSPICE SOUTHLAND CHARITABLE TRUST**

(Principal)

## **CONTRACT FOR SERVICES AGREEMENT**

### **South Coast Psychology Equine Therapy**

(Contractor)

  
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# Index

CLAUSE	TITLE	PAGE NUMBER
1.	CONTRACT FOR SERVICES AGREEMENT	3
2.	APPOINTMENT	3
3.	TERM	3
4.	DUTIES AND OBLIGATIONS	3
5.	HEALTH AND SAFETY	4
6.	PAYMENT FOR SERVICES	5
7.	TAX	5
8.	EQUIPMENT AND MATERIALS	6
9.	INDEMNITY AND INSURANCE	6
10.	CONFIDENTIALITY	6
11.	TERMINATION	7
12.	DISPUTE RESOLUTION	7
13.	SEVERABILITY	8
14.	NO ASSIGNMENT	8
15.	INDEPENDENT CONTRACTOR	8
16.	ACKNOWLEDGEMENT BY CONTRACTOR	9
	SCHEDULE A	10
	SCHEDULE B	11

  
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**1. CONTRACT FOR SERVICES AGREEMENT**

**1.1 BETWEEN HOSPICE SOUTHLAND CHARITABLE TRUST ("Principal") (our, we, us);**

**AND**

**South Coast Psychology Equine Therapy ("Contractor") (you, your).**

**2. APPOINTMENT**

**2.1 You are engaged by Hospice Southland as an Independent Contractor as of 20 December 2021**

**2.2 This agreement records the entire agreement between Hospice Southland and you (agreement) and supersedes any, and all previous agreements between the parties.**

**2.3 Any variation to this agreement must be mutually agreed in writing.**

**2.4 You agree to provide Hospice Southland with services as set out in Schedule A to this agreement, when Hospice Southland requires such services (the services).**

**3. TERM**

**3.1 This agreement shall come into force on the date specified in Schedule B and shall continue in force unless terminated by either party in accordance with its terms (Term).**

**4. DUTIES AND OBLIGATIONS**

**4.1 The parties agree you will provide the services to Hospice Southland at such times and within such deadlines as Hospice Southland may from time to time direct, performing duties and obligations as directed by Hospice Southland and as detailed in Schedule A of this agreement.**

**4.2 As the Independent Contractor, you will, in performing the services:**

- (a) ensure each of your employee's complete all paperwork and checks as requested by Hospice Southland prior to undertaking complimentary therapy;**
- (b) ensure each of your employee's are up-to-date with their Covid-19 vaccinations.**
- (c) comply with Hospice Southland's reasonable and lawful directions;**

  
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- (d) comply with the Hospice Southland's policies and procedures, which may be varied from time-to-time;
- (e) comply with all security requirements;
- (f) carry out your obligations under this agreement in a prompt, efficient and diligent manner consistent with good professional practices and standards, and use all reasonable care, attention and skill in the performance of those obligations;
- (g) ensure that in performing the services you are suitably qualified and have the requisite skills, expertise and experience needed to perform the services;
- (h) provide Hospice Southland with such information and prepare such reports in relation to the services as Hospice Southland may reasonably require; and
- (i) comply with the provisions of all relevant legislation, regulations and codes of practice relevant to the duties and obligations of the service you are providing to Hospice Southland.

4.3 Hospice Southland will:

- (a) provide suitable facilities (if required) and reasonable support to assist you in providing the services;
- (b) provide you with a healthy and safe workplace; and
- (c) advise you of its policies and procedures.

4.4 If you are unable to perform the services, you will notify Hospice Southland of that as soon as practicable.

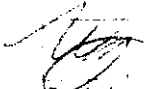
4.5 Neither party shall be liable to the other for any failure to perform their obligations under this agreement due to any cause beyond either party's control including any act of government such as a change in legislation, regulation, or order under any legislative authority or due to force majeure.


## 5. HEALTH AND SAFETY

5.1 You shall take reasonably practicable steps to ensure the safety of everyone connected with the performance of the Services.

5.2 With respect to health and safety, you:

- (a) shall know and comply with all relevant legislation, regulations and codes of practice;
- (b) shall know and comply with all health and safety requirements specified by Hospice Southland in any health and safety management system, policy, or otherwise;
- (c) shall provide its health and safety management system to Hospice Southland at our request;

  
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- (d) shall notify Hospice Southland of any amendments or updates to your health and safety management system;
  - (e) shall consult and collaborate with Hospice Southland on agreed safe systems of work;
  - (f) shall provide and carry your own appropriate safety equipment and first aid kit, together with training and information on its use; and
  - (g) shall inform Hospice Southland of any interaction with WorkSafe NZ that raised any concerns in regard to your health and safety management systems including the receipt of a notice, an infringement fine or potential court action.
- 5.3 You agree that you are aware of and familiar with the requirements listed above and their application or implication in respect of the Services.
- 5.4 You and any of your staff providing a service for Hospice Southland will be fully vaccinated and produce your vaccine certificate for verification.


## 6. PAYMENT FOR SERVICES

- 6.1 You shall be paid for the services you provide to Hospice Southland as detailed in Schedule B to this agreement.
- 6.2 You will not be entitled to any other payments from the Hospice Southland.
- 6.3 Without affecting the generality of this provision, you acknowledge that you have no entitlement to payment from Hospice Southland for injury, sickness, superannuation, holidays, redundancy or overtime.
- 6.4 If this agreement is terminated for any reason, no fee shall be payable to you for any services provided beyond the date termination takes effect.

## 7. TAX

- 7.1 You are responsible for, and will pay on time and in full, all taxes and other levies relating to the services (including income tax, GST and accident compensation levies), except that Hospice Southland will deduct withholding tax where required.
- 7.2 If you are GST registered, you will supply Hospice Southland with a copy of your GST registration number and shall render GST tax invoices to Hospice Southland for the Services provided.

  
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**8. EQUIPMENT AND MATERIALS**

8.1 You shall be responsible for supplying all necessary equipment to complete the services required by Hospice Southland

**9. INDEMNITY AND INSURANCE**

9.1 You are covered under the Principals NZ Hospice Liability policy.

**10. CONFIDENTIALITY**

10.1 In this agreement confidential information (Confidential Information) includes but is not limited to the following (in either hard or electronic copy, or otherwise):

- (a) data, or footage not in the public domain or known generally outside Hospice Southland's business that relates to any of Hospice Southland's:
  - (i) business affairs, finances, trade secrets, intellectual property;
  - (ii) employees, contractors, customers/clients, suppliers or potential employees, contractors, customers/clients or suppliers;
  - (iii) technical information, trade secrets, intellectual property and confidential know-how including processes, techniques, source and object codes, software and documentation;
  - (iv) all other information which Hospice Southland considers to be confidential or which Hospice Southland considers might cause it harm if that information were available to and/or used by any third party.

10.2 Except in the proper performance of the services, you shall not at any time either directly or indirectly utilise or divulge to any person any knowledge or confidential information which you may acquire during the course of your appointment by Hospice Southland concerning the business affairs, property or other activities of Hospice Southland and shall use your best endeavours to prevent the publication or disclosure of the same.

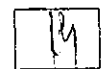
10.3 Hospice Southland's Confidential Information is to be kept strictly confidential and not communicated or disclosed except as authorised by it. You must also take all reasonable steps to prevent the improper use or disclosure of any of the Hospice Southland's Confidential Information.

10.4 This restriction shall continue to apply after the termination of the agreement but shall not apply to knowledge or information which may come under the public domain without there being a breach by you of this agreement.

10.5 At the termination of this agreement or as Hospice Southland may direct, you shall deliver up to Hospice Southland all documents, papers, materials, customer lists, keys and all other property (both hard and soft copies) belonging to Hospice Southland in your possession or control.



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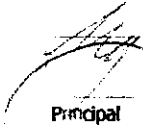
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## 11. TERMINATION

- 11.1 This agreement may be terminated by either party giving the other written notice of termination for the period detailed in Schedule B.
- 11.2 Hospice Southland may terminate this agreement with immediate effect by written notice if you:
- (a) breach this agreement;
  - (b) fails or is unable to perform the services;
  - (c) fails to rectify any matter as requested by Hospice Southland within any timeframe reasonably specified by Hospice Southland in writing;
  - (d) commits any act of bankruptcy, or becomes insolvent;
  - (e) commits any criminal offence or acts dishonestly, or commits any gross misconduct which, in Hospice Southland's view, impedes you the ability to perform the services;
  - (f) acts in any way which discredits Hospice Southland, its reputation or standing within the community;
  - (g) is in unauthorised possession of any equipment, materials, money, vehicle or property of Hospice Southland;
  - (h) is in possession of, under the influence of, or using any prohibited drugs and/or alcohol while performing services under this agreement to Hospice Southland; or
  - (i) commits a breach of any law governing the performance of the services or of any of the obligations set out in this agreement.
- 11.3 On termination you will return to Hospice Southland any of its records, equipment or other property in your possession.

## 12. DISPUTE RESOLUTION

- 12.1 Any dispute arising out of or in connection with this agreement must be notified in writing to the other party specifying the nature of that dispute. On receipt of written notice of dispute, the parties must use all reasonable endeavours to resolve the dispute by discussion, consultation, negotiation or other means.
- 12.2 If resolution cannot be reached within 14 days of the dispute notification, either party may give the other written notice requiring the parties to attend mediation in relation to the dispute. The parties will agree on a mediator or if agreement cannot be reached within seven days of notice requiring mediation, either party may refer the matter to Leading Edge Alternative Dispute Resolvers (LEADR) New Zealand Incorporated to appoint

  
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a mediator. Unless the parties agree otherwise, the mediation will take place within 21 days of appointment of a mediator and the mediator's costs of will be shared equally. The mediator will determine the mediation process.

12.3 If the matter is not referred to mediation or is otherwise unresolved, the parties may agree in writing to resolve their dispute by arbitration before a sole arbitrator. If agreement cannot be reached on the appointment of an arbitrator within seven days, then LEADR may appoint an arbitrator, and:

- (a) the arbitrators costs will be shared equally;
- (b) the Second Schedule to the Arbitration Act 1996 will not apply; and
- (c) the arbitrator will determine the procedure for arbitration.

12.4 This clause does not apply to:

- (a) a dispute arising in connection with any attempted re-negotiation of this Agreement; or
- (b) any application by either party for urgent interlocutory relief.

### 13. SEVERABILITY

13.1 Each of the obligations undertaken by you shall be deemed to be severable so that if any obligation is unenforceable each other obligation shall remain in full force and effect.


### 14. NO ASSIGNMENT


14.1 You shall not delegate or assign either this agreement or the performance of the services without Hospice Southland's written agreement.

### 15. INDEPENDENT CONTRACTOR

15.1 The relationship between you, the Contractor and Hospice Southland, the Principal, is and shall be for all purposes that of independent contractor.

15.2 Neither this agreement or anything herein contained or implied shall constitute the relationship of employer and employee between the parties, nor shall you, as the Contractor be construed as being a homemaker pursuant to the provisions of the Employment Relations Act 2000.

  
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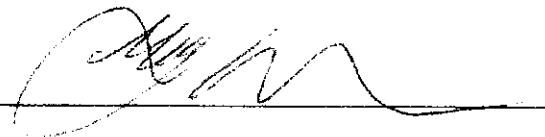
  
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**16. ACKNOWLEDGEMENT BY CONTRACTOR**

16.1 You, as the Contractor hereby acknowledges that you have read and understood the terms of this agreement, have had the opportunity to take independent advice in respect of this agreement, have entered into it of your own free will and acknowledges that you are not under any duress or incapacity of any sort.

Signed for and on behalf of  
**HOSPICE SOUTHLAND CHARITABLE TRUST**

By:  
**FLORA GILKISON (CEO)**

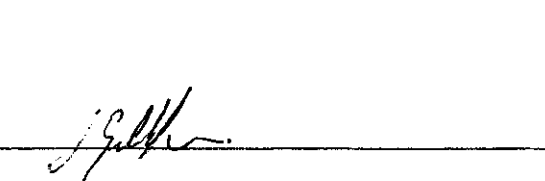
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Date: 15/12 2021

Address for notices to be sent to:  
Hospice Southland  
P O Box 7020  
South Invercargill  
Invercargill 9844

Signed by  
**Jim Gillespie, Manager South Coast  
Psychology Equine Therapy**

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Contractor

Date: 14-1- 2022

Address for notices to be sent to:

South Coast Psychology Equine Therapy  
95 Turner Street  
Edendale

  
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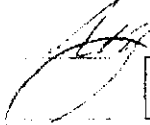
  
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CONTRACT FOR SERVICES AGREEMENT

SCHEDULE A

1. SERVICES PROVIDED BY THE CONTRACTOR

- 1.1 You, the Contractor, shall provide **Equine therapy** services to Hospice Southland at such times, for such periods, and at such locations as the parties shall agree.

  
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CONTRACT FOR SERVICES AGREEMENT

SCHEDULE B

1. Commencement date

1.1 Commencing at on 20 December 2021

2. Payment


2.1 You, as the Contractor will be paid at the rate of \$125 to \$170 per session, (1 hour) (excluding GST, unless you are GST registered).


2.2 You shall invoice Hospice Southland for the services you provide.

2.3 Up to 3 sessions per Hospice Southland client can be provided. Any session(s) provided in excess of 3 will not be reimbursed by Hospice Southland unless prior approval has been sought and given.

3. Notice Period

3.1 The notice period will be one day.

  
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