

GUIDE TO CONTRACTING WITH JACKSONSTONE & PARTNERS

WELCOME

We're delighted to welcome you on board as one of JacksonStone & Partners' valued independent contractors. This guide has been designed to help you understand more about what contracting

with JacksonStone & Partners means for you. It explains what to expect, and answers a range of frequently asked questions about being an independent contractor.

How contracting works

OUR RELATIONSHIP - JACKSONSTONE & PARTNERS, THE CLIENT AND YOU

As a contractor you are not an employee. Instead, you will have a Contract for Services Agreement with JacksonStone & Partners. This is a commercial agreement between you and JacksonStone & Partners to provide certain services, on our behalf, to our client.

JacksonStone & Partners has a separate agreement with the client.

Your relationship with JacksonStone & Partners is as an independent contractor, representing us. This is not an employment relationship. As an independent contractor, you are either self-employed as a sole trader and offer your services direct to JacksonStone & Partners, or you work through a

limited liability company that offers contractor services to JacksonStone & Partners.

The day-to-day direction of your duties while on assignment will be provided by the client, while any issues or administrative matters should be directed to your JacksonStone & Partners consultant.

As a contractor, you charge us for your services as per the Contract for Service Agreement. You are responsible for your own taxes, GST and ACC levies. As you are not an employee, you are not eligible to receive any employment benefits (e.g. annual leave, sick leave or paid statutory holidays).

Getting paid

WEEKLY TIMESHEETS, EXPENSES AND PAY

We use Karmly, an online timesheeting system. You will record your hours in Karmly which will then automatically generate your invoice to us (called a Buyer Created Tax Invoice - or BCTI). After your contract is finalised, you will receive a link to create your Karmly login and enter all the details we require to pay you.

Once you have created your weekly timesheet you must request approval from the client before 10am Monday morning (following the week worked). As payment is processed calendar monthly, you will need to submit your hours for the last days of the month by 10am the following morning. This may occasionally fall mid week. It is your responsibility to ensure online timesheets are approved in a timely manner. If expenses have been enabled for you (if previously agreed between you, JacksonStone & Partners

and the client), you'll be able to submit them online along with your weekly timesheet. We ensure we pay you based on this invoice within six working days from the end of the pay period. Please see our Contractor Payment Schedule on the '[Timesheets & Resources](#)' page of our website for details on each upcoming pay period.

Payment is only for the hours you work and that are approved by the client. As a contractor, you are not paid for time you take off. This includes breaks during the day such as lunch, non-work commitments, or if you are unwell. You are not paid for statutory holidays unless you work during these holidays and these hours are approved.



ACC LEVIES

As a self-employed contractor, you are responsible for paying your own ACC levies. Visit the ACC website for more information

and search 'self-employed' to calculate your levies, or find more information on the types of covers available to you.

TAX (WITHHOLDING AND GST)

If you are an independent contractor operating as a Sole Trader or Company, JacksonStone & Partners will deduct withholding tax from payments made to you at a rate selected by you on an IR330C. If your company is registered overseas, it is your responsibility to ensure compliance with New Zealand tax laws. The IRD website is a good source of information regarding all of

your tax obligations, including Withholding Taxes (WHT), Goods and Services Tax (GST) and Terminal Tax. Search for IR1029 for more information on schedular payments for contractors. We highly recommend you seek professional independent tax advice from an accountant at an early stage.

INSURANCE

JacksonStone & Partners requires our contractors to carry Professional Indemnity and Public Liability Insurances to a minimum cover of NZ\$1million. Your JacksonStone & Partners consultant will let you know if the client requires a higher limit of insurance cover. If you do not have the required insurance, we are

able to provide you with a policy, for the length of your contract with us, for 80 cent per hour. This is deducted from your monthly payment. Please see our 'JacksonStone & Partners' Professional Indemnity and Public Liability Insurance' information on the ['Timesheets & Resources'](#) page of our website for more details.

Your obligations under the contract

RESTRAINT OF TRADE

The restraint of trade clause in your contract requires you to tell us of any future work you are offered from the client, which has originated from our initial introduction. This includes any contract extension or any permanent opportunity, even if resulting from an

internal advertisement. This legal requirement is for 12 months after the end date of your assignment. This is a legal obligation we can explain in more detail if required. It does not apply to any relationship you had prior to our introduction.

EARLY CONTRACT TERMINATION

As a professional contractor you have committed your time for the full length of the assignment. The client is seeking your commitment to complete the work they require. There is, however, no formal notice period in the contract. If your circumstances do change during the assignment, then communication is key to a successful outcome. Please communicate any changes to us as early as possible to allow contingency measures to be put in place, so we can work to find a satisfactory solution for you and the client.

Similarly, when the client engages you as a contractor, they provide an indicative time period. However, if the client's circumstances do change they may no longer require your services. Because of this, they may release you earlier than planned. This can happen at short notice.

Because of this uncertainty, the client typically agrees to pay you an hourly rate more than that of an equivalent, full-time employee doing the same work.

During your assignment

KEEPING IN TOUCH

We want to support you while you are on an assignment, or while you are waiting for your next contracting opportunity. Should you

encounter any issues or have any questions, please get in touch with your JacksonStone & Partners consultant right away.

HEALTH AND SAFETY

Your safety is of prime importance to us. JacksonStone & Partners is committed to taking all practicable steps to ensure your safety and to prevent an incident while you are at work. JacksonStone & Partners adopts a preventative approach in meeting this commitment. A preventative approach is dependent on you also being responsible for good health and safety practices in the workplace. We therefore require you to take all practical steps to ensure your own safety and that of others affected by your work. As an independent contractor, you will need to ensure that you are aware of the client's Health & Safety policies and procedures, and that no action or inaction on your part will cause harm to

yourself or any other person. If you do feel that the working conditions are unsafe, please let your JacksonStone & Partners consultant know immediately. If you do have an accident at work, you must report it to your JacksonStone & Partners consultant as soon as possible, as well as follow any requirements at the client site, which includes recording the incident in the client's incident register. Please also ensure you familiarise yourself with the emergency procedures at the client's site. If you are unable to find this information, or have any problems or questions, please contact your JacksonStone & Partners consultant immediately.

NEED ADDITIONAL SUPPORT?

We hope this guide has been useful in providing you with information about contracting with JacksonStone & Partners. If you have any further questions, please contact your consultant. For more information about JacksonStone & Partners, please visit our website.