

# Terms and Conditions for Providing Temporary Staff by Ray Inc 2020 Ltd and using its Website [www.rayinc2020.co.nz](http://www.rayinc2020.co.nz)

## Introduction

These terms and conditions ("Agreement") govern the provision of temporary staff services by Ray Inc 2020 Ltd. ("Ray Inc") to clients/businesses seeking temporary workers to cover sick/annual leaves or similar circumstances. By using Ray Inc's services, you agree to comply with and be bound by these terms and conditions. If you do not agree with any part of these terms and conditions, you must refrain from using our services.

## Scope of Services

Ray Inc specializes in providing temporary workers to clients/businesses to fulfil short-term staffing requirements. Our role is limited to facilitating the engagement of temporary staff to cover sick/annual leaves or similar circumstances. Ray Inc acts as an intermediary and is not responsible for the actions, performance, or any liabilities arising from the work performed by the temporary staff.

## Responsibilities of Clients/Businesses

**a) Booking and Selection:** Clients/businesses are responsible for submitting accurate and complete booking requests specifying the required skills, dates, and duration for temporary staff. Ray Inc will make reasonable efforts to provide suitable candidates but cannot guarantee the availability of specific individuals.

**b) Supervision and Performance:** Clients/businesses are responsible for supervising the temporary staff and ensuring their work is performed in accordance with their requirements and applicable laws. Ray Inc is not liable for any damages or losses resulting from the actions or performance of the temporary staff.

**c) Compliance with Laws:** Clients/businesses must comply with all relevant laws, regulations, and workplace health and safety requirements applicable to the engagement of temporary staff. This includes ensuring proper working conditions, reasonable breaks, and adherence to New Zealand employment standards.

## Responsibilities of Contractors

**a) Work Obligations:** Contractors engaged through Ray Inc are responsible for performing the agreed-upon work to the best of their abilities and in accordance with

the client/business requirements. They must comply with all applicable laws, regulations, and workplace policies while performing their duties.

**b) Professionalism and Conduct:** Contractors must act professionally, respectfully, and in a manner that reflects positively on Ray Inc and the client/business they are assigned to. Any breach of professional conduct may result in termination of the contract and potential legal consequences.

## Website Usage

**a) Access and Availability:** Ray Inc's website, [www.rayinc2020.co.nz](http://www.rayinc2020.co.nz), is provided for informational purposes and to facilitate the engagement of temporary staff. Ray Inc endeavours to maintain the website's availability but does not guarantee uninterrupted access or functionality.

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**b) Compliance with New Zealand Government Regulations:** The usage of the website must comply with all applicable laws and regulations established by the New Zealand government. Users are responsible for ensuring that their activities on the website adhere to these regulations.

**c) Intellectual Property:** The content on the website, including text, graphics, logos, and images, is the property of Ray Inc and is protected by intellectual property laws. Users may not reproduce, distribute, modify, or use any content from the website without obtaining prior written permission from Ray Inc.

## Limitation of Liability

Ray Inc shall not be liable for any direct, indirect, incidental, consequential, or special damages arising out of or in connection with the provision of temporary staff services or the usage of the website, including but not limited to loss of profits, data, or business opportunities.

## Governing Law and Jurisdiction

These terms and conditions shall be governed by and construed in accordance with the laws of New Zealand. Any disputes arising from these terms and conditions, or the provision of services shall be subject to the exclusive jurisdiction of the courts of New Zealand.

## **Modifications to the Agreement**

Ray Inc reserves the right to modify these terms and conditions at any time. Any changes will be effective immediately upon posting on the website. Users Termination

**a) Termination by Either Party:** Either party may terminate the engagement of temporary staff or the provision of services at any time by providing written notice to the other party. Upon termination, any outstanding obligations, including payment for services rendered, shall be settled promptly.

**b) Termination for Breach:** Ray Inc reserves the right to terminate the engagement of temporary staff or the provision of services immediately and without notice in the event of a breach of these terms and conditions by the client/business or contractor.

## **Confidentiality**

**a) Confidential Information:** Both parties agree to maintain the confidentiality of any sensitive or proprietary information disclosed during the provision of services. This includes, but is not limited to, business strategies, trade secrets, customer information, and financial data.

**b) Non-Disclosure Agreement:** If required, the parties may enter into a separate non-disclosure agreement (NDA) to protect the confidentiality of specific information. The terms of such an NDA shall take precedence over this section.

## **Indemnification**

Clients/businesses and contractors agree to indemnify and hold Ray Inc, its directors, officers, employees, and agents harmless from any claims, liabilities, losses, damages, or expenses (including legal fees) arising out of or related to their use of the services, engagement of temporary staff, or breach of these terms and conditions.

## **Entire Agreement**

These terms and conditions, along with any separate agreements or contracts entered into between Ray Inc and the clients/businesses, constitute the entire agreement between the parties regarding the provision of temporary staff services. Any previous agreements, understandings, or representations, whether oral or written, are superseded by this Agreement.

## Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The parties shall make reasonable efforts to replace the invalid provision with a valid provision that reflects the original intent as closely as possible.

## Waiver

The failure of Ray Inc to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to in writing. Any waiver of any provision of this Agreement shall not be deemed a further or continuing waiver of such provision or any other provision.



By using Ray Inc's services or accessing the website, you acknowledge that you have read, understood, and agreed to these terms and conditions. If you have any questions or concerns, please contact Ray Inc for clarification before proceeding.

## Dispute Resolution

**a) Mediation:** In the event of any dispute arising from or relating to these terms and conditions or the provision of services, the parties agree to first attempt to resolve the dispute amicably through mediation. The mediator shall be mutually agreed upon by both parties. Each party shall bear their own costs associated with the mediation.

**b) Arbitration:** If mediation does not result in a resolution within a reasonable timeframe, any unresolved dispute shall be referred to binding arbitration in accordance with the laws of New Zealand. The arbitration proceedings shall be conducted by a single arbitrator appointed by mutual agreement or, failing agreement, by the relevant authority in New Zealand. The decision of the arbitrator shall be final and binding on both parties.

## Assignment

Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, except in the case of a merger, acquisition, or sale of all or substantially all of the assets of either party, in which case the rights and obligations under this Agreement may be transferred to the successor entity upon written notice.

## Relationship of the Parties

The relationship between Ray Inc and the clients/businesses is that of an independent contractor. Nothing in this Agreement shall be construed to create a

partnership, joint venture, employer-employee relationship, or agency relationship between the parties.

### **Language**

These terms and conditions are drafted in the English language. If any translation of these terms and conditions is made, the English version shall prevail in case of any conflict or discrepancy.

### **Survival**

The provisions of this Agreement that by their nature extend beyond the termination or expiration of the engagement of temporary staff or the provision of services shall survive such termination or expiration.

### **Contact Information**

For any inquiries, notices, or communication regarding these terms and conditions, please contact Ray Inc 2020 Ltd. using the following details:

**Company Name:** Ray Inc 2020 Ltd.

**Address:** 5 York Tong Place, Addington, Christchurch NZ 8024

**Email:** [info@rayinc2020.co.nz](mailto:info@rayinc2020.co.nz)

**Phone:** 0223180661 & 0226244068

These terms and conditions are effective as of the date of acceptance and shall remain in effect until terminated by either party in accordance with the provisions outlined herein.

By accepting these terms and conditions, you acknowledge that you have the authority to act on behalf of the clients/businesses or contractors and have read, understood, and agreed to be bound by the terms of this Agreement.