

# **Mechanic Independent Contractor Agreement**

**This Independent Contractor Agreement ("Agreement") is made between Fixie ("Platform") and the mechanic ("Contractor"). By registering and using the Platform, you agree to the terms outlined in this Agreement.**

## **1. Independent Contractor Status**

1.1 The Contractor acknowledges and agrees that they are an independent contractor and not an employee of the Platform. 1.2 The Contractor is solely responsible for determining the means and methods of performing the services they offer through the Platform. 1.3 The Contractor is responsible for all tax obligations, including income tax, and any other taxes applicable to their earnings. 1.4 This Agreement does not create an employment, partnership, or joint venture relationship between the Platform and the Mechanic.

## **2. Services**

2.1 The Platform provides a venue for Contractors to advertise their bike repair and maintenance services to riders. 2.2 The Contractor agrees to provide services in a professional and workmanlike manner. 2.3 The Platform does not guarantee the Mechanic any specific amount of work or bookings. The Mechanic's availability and service quality will influence their bookings on the platform.

## **3. Dispute Resolution**

3.1 Riders can raise disputes regarding the services provided by the Contractor through the Platform. 3.2 Disputes will be resolved between the rider and the Contractor directly whenever possible. 3.3 If no resolution is reached, the Platform will intervene and make a final decision on the dispute. 3.4 During a dispute, the payment for the service will be held and not available to the Contractor until the dispute is resolved. 3.5 Resolutions can include a full refund to the rider, a partial refund to the rider, or a normal payout to the Contractor. Platform fees will only be charged on the balance awarded to the Contractor.

## **4. Fees and Payouts**

4.1 The Contractor agrees to a fee of 15% of the booking value, payable to the Platform, on each booking facilitated through the Platform. 4.2 For any parts sold through the Platform, this fee may be reduced to 5% at the Platform's discretion. This reduced fee only applies to the value of the parts, the remainder of the booking value will incur the standard fee. 4.3 The booking value, minus fees or deductions, will be made available to the Contractor 4 business days after the service is paid for, provided no dispute has been lodged. 4.4 The Contractor has control over their payouts, with one free payout per week. Additional payouts may incur a fee. 4.5 The Platform reserves the right to deduct money from the Contractor's payout balance with the Contractor's permission.

## **5. Payment Disputes**

5.1 If a dispute arises, the payment will be held until the dispute is resolved. 5.2 Resolutions can include full or partial refunds to the rider or normal payouts to the Contractor. 5.3 The Platform fees will be charged only on the balance awarded to the Contractor after a dispute is resolved.

## **6. Use of Platform**

6.1 The Contractor agrees to comply with all terms and conditions of the Platform, including maintaining accurate and up-to-date profiles and service offerings. 6.2 The Contractor agrees to respond promptly to booking requests and communications from riders. 6.3 The Mechanic agrees that any booking arising from the Platform must be completed through the Platform. 6.4 If the Mechanic accepts payment for a booking, which originated through the Platform, outside of the Platform, they remain liable for paying Platform fees in full and risk having their account permanently blocked from the platform. 6.5 The Platform reserves the right to block or terminate any Mechanic's account solely at its discretion.

## **7. Termination**

7.1 Either party may terminate this Agreement at any time by providing written notice to the other party. 7.2 Upon termination, the Contractor must cease using the Platform and all services offered through it.

## **8. Governing Law**

8.1 This Agreement shall be governed by and construed in accordance with the laws of New Zealand. 8.2 Any disputes arising out of or related to this Agreement shall be resolved through arbitration in accordance with the rules of the New Zealand Arbitration Association.

## **9. Insurance**

9.1 The Contractor acknowledges that they are responsible for obtaining and maintaining any necessary insurance, including liability insurance, to cover any potential claims arising from their services.

## **10. Confidentiality**

10.1 The Contractor agrees to keep all confidential information of the Platform and its users secure and not to disclose it to any third party without the prior written consent of the Platform.

## **11. Intellectual Property**

11.1 The Contractor agrees that any content or materials provided by the Platform remain the property of the Platform and are protected by intellectual property laws.

## **12. Indemnification**

12.1 The Contractor agrees to indemnify, defend, and hold harmless the Platform from any and all claims, liabilities, damages, and expenses (including legal fees) arising out of or related to the Contractor's services or breach of this Agreement.

### **13. Limitation of Liability**

13.1 The Platform shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to this Agreement or the Contractor's use of the Platform.

### **14. Amendments**

14.1 The Platform reserves the right to amend this Agreement at any time by providing notice to the Contractor. Continued use of the Platform after any amendments constitutes acceptance of the revised Agreement.

### **15. Entire Agreement**

15.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings, agreements, representations, and warranties, whether written or oral, with respect to the subject matter of this Agreement.

**By using the Platform, the Contractor acknowledges that they have read, understood, and agree to the terms of this Independent Contractor Agreement.**