



# WORKRITE UNIFIED SERVICES LTD

## TECHNICIAN AGREEMENT FOR SERVICES

This agreement is made

BETWEEN

**WORKRITE UNIFIED SERVICE LTD** (hereinafter referred to as the company) duly incorporate under the laws of the federal republic of Nigeria ( the company) situate at 23 oladele street off ikosi road ikosi ketu lagos. And YOU (HVAC & R Technician/engineer).

The terms and conditions ("Agreement") set forth the conditions governing your use of the WORKRITE UNIFIED SERVICE LTD website . By signing in or registering with us on this website and using the service you ( Technician/engineer) agree to be bond by the term of this agreement.

If you disagree with these technicians terms and conditions or any part of these, you must not register on our workrite.com website.

If you have agreed to be a member by registering with us at workrite unified service ltd for providing you (Technician/Engineer) HVAC and R related jobs, then by so doing you:

- i. Confirm that you have obtained the authority to agree to these technician terms and condition.
- ii. Confirm that you are train, skill or certified technician or engineer on HVAC and R appliances or machine

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each party), the parties agree as follows:

### 1. RELATIONSHIP

1.1. The Company engages the Technician as an independent contractor to provide technical related services with respect to deployment, fixings, installation of electrical equipment on as need basis.

1.2. The Technician agrees to deploy best effort and skill in carrying out the services outlined in 1.1 above and agrees to conduct himself/herself in the best way possible at all times as to promote a good reputation for the Company.

1.3. The Technician agrees to bear responsibility and indemnify the Company where he/she engages in any act that is likely to or brings the Company into disrepute or causes the Company to suffer a loss.

## **2. TERM AND TERMINATION**

2.1. The term of this Agreement shall commence on the Effective on the first day of your registration , and shall be terminated upon either party giving One month notice to the other.

2.2. Notwithstanding any other provision of this Agreement, if and when any one of the following events occurs, then, and in addition to any other remedy or remedies available to the Company, this Agreement shall be immediately and automatically terminated, and the Company shall not be under any further obligation to the Technician

(a) the Technician commits any breach and/or repeated and/or continual breach of any Technician's obligations under this Agreement;

(b) the Technician has made any representation or warranty that is untrue or incorrect;

## **3. THE TECHNICIAN FURTHER AGREES TO THE FOLLOWING GUIDELINES:**

- a. The Technician agrees to undertake interviews, tests and trainings to prove competence as a qualified Technician.
- b. The Technician agrees to subscribe to the company's preferred insurance policy. The Technician also agrees that the premium for insurance shall be deducted from his labour fee or bank account on a monthly basis.
- c. The Technician agrees to refund or pay the Company for any damage to any of the company's tools or materials borrowed, rented or given by the company to work on a site.
- d. The Technician agrees not to sideline the company's job and go offline or go behind the Company to negotiate/renege with the company's assigned client.
- e. The Technician agrees that any cash collected on behalf of the company must be remitted within twenty four hours (24 hrs.) as any delay will attract interest.
- f. All technicians on site on behalf of the company, must always put on the Company's kit & safety wears.

- g. The Technician must work only on specified order from the company, and agrees to revert to the Company if client require any other services for the Company to make extra charges.
- h. The Technician agrees not to exchange contact with any of the Company's Clients. The Technician agrees to bear responsibility for himself if anything happens outside or aside from the Company's assigned job.
- i. If you change any component, part or material from a client's unit/system or machine, it should not be taken away without the client's consent.  
Disobedience to this rule will be considered **Theft** and will be treated as such in accordance with the law.  
A job assigned to Technicians from the Company, a Technician takes 80% of the labour fee and company takes 20% on the project of building & repairs. While 70% for technicians and 30% for the company on servicing & maintenance jobs.
- j. The Technician agrees that all jobs have warranty of 2-12 months depending on the nature of the job. Before the expiration of the warranty, if customer complaints or the job goes bad, the Technician agrees to go back and fix it while the Company will provide only transport fair and working materials.
- k. The Technician agrees to attend trainings organized/referred by the Company as they come up from time to time.
- l. Technicians must be conscious of time. The Technician is expected to report timely and in situations when the Technician is unable to meet up, the Technician must immediately notify the company and state his/her reasons.
- m. The Technician agrees to bear the cost of any damage that occurs based on unprofessionalism or carelessness in the course of his duty on behalf of the Company.
- n. Technicians will be compensated for referring the Company to clients and also on customer's ratings.
- o. Technicians must have smart phone with internet facilities on always.
- p. Technician agrees to maintain the Company's mode of conduct and dressing.
- q. Technicians should direct any questions from client, press or government relating to the Company to the authorized representations/media agents of the Company.
- r. Technicians should also give feedback to the company at the end of every job.
- s. All materials that will be needed by the technicians will be supplied by our approved vendors nearest to you. This is to ensure standard of our materials.

- t. Time duration to remit labour fee to technicians after job is done will take between seven working days.
- u. For every job that will require more than one technician on site will be attached to a team leader/supervisor other members must adhere to his instructions.

#### **4. DISPUTE RESOLUTION**

The parties agree that this Agreement shall be subject to the laws of the Federal Republic of Nigeria. Parties agree that in the event of any dispute in relation to this Agreement, Parties shall first expore negotiation. Upon failure of negotiation, the dispute shall be referred to Mediation at Lagos Multidoor Courthouse. Where mediation fails, parties reserve the right to resort to Litigation.

#### **5. GENERAL**

Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to all matters herein, and there are no other agreements in connection with this subject matter except as specifically set forth or referred to in this Agreement. This Agreement supersedes any and all prior agreements and understandings relating to the subject matter. Both parties acknowledge that neither of the parties has been induced to enter into this Agreement by any representation or writing not incorporated into this Agreement.

Governing Law: This Agreement will in all respects be governed exclusively by and construed in accordance with the laws of the Federal Republic of Nigeria.

Amendments: This Agreement may only be amended if such amendment is confirmed in writing by both parties.

Counterparts: This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute one and the same original document.

Severability: If any portion of this Agreement is declared invalid or unenforceable, in whole or in part, it shall not be deemed to affect or impair the validity or enforceability of any other covenant or provisions herein, and such unenforceable portion shall be severed from the remainder of the Agreement.

Headings: The headings used in this Agreement are for the convenience of reference only and do not form part of or affect the interpretation of this Agreement.

Schedules: Any Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.

Number and Gender: Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.

“Person”: In this Agreement, the term “person” is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity;

Statute: Any reference to a statute in this Agreement, whether or not that statute has been defined or cited, includes all regulations made under it, any amendments made to it and in force, and any statute passed in replacement of or in substitution for it.

For any dispute, grievance, disagreement or complain you may contact us through via

**PHONE CALL:** 08100755586  
**WHATAPP:** 08061153151  
**EMAIL:** info@workkrit.com

