

Flexi-Wage Self Employment Subsidy Agreement

This is an agreement between Work and Income* and:

Client Name(The Participant)		Client Date of Birth	
(Please enter details in the fields below)			
Client IRD Number			
Business Name		New Zealand Business Number	
Business IRD Number		Bank Account	
Business Address			
If postal address is different, please enter below:			
Business Postal Address			
Email Address for Invoices		Business Contact Person Name	
Business Telephone		Business Email Address	
Provider Reference		Contract Number	
Client Reference			

I (The Participant) certify that the information I have provided is true and correct. (YES/NO)

This Agreement is subject to the conditions below and overleaf. I (The Participant) certify that I have read these conditions and will abide by them. (YES/NO)

In the matter of the business to be operated by the Participant and to be started on:

A business plan and an independent report on that plan by a person approved by Work and Income are attached to the Participant's file. Work and Income has found both the plan and the report to be satisfactory. The employment which is engaged in by the Participant, in accordance with the plan, shall be called "The Business".

(A) Flexi-Wage Self Employment Subsidy

Work and Income agrees to pay the Participant the following subsidy(which includes GST) for the periods specified:

Date from	Date to	Weeks	Amount	Paid

(B) Flexi-Wage Self Employment Grant

Work and Income agrees to pay the Participant the following one-off payment (including GST) which shall be called the Flexi-Wage Self Employment Grant.

The Flexi-Wage Self Employment Grant will be used to purchase the following goods and services. Please supply receipts within four weeks of the start date of the Subsidy.

Supplier	Item	Type	Amount	Date

Total Grant amount

(C) Total amount of Flexi-Wage Self Employment (Grant + Subsidy) to be paid (including GST):

(D) Project Finance Report

The Participant agrees to provide a financial report to Work and Income on:

(E) Previous self-employment

The Participant declares that he/she has advised Work and Income if he/she has had self-employment as the main source of income within the twelve months preceding the date of this Agreement.

(F) Bankrupt

The Participant declares that he/she is not an undischarged bankrupt or subject to any other insolvency procedure.

Background

1. Work and Income has agreed to pay to the Participant an amount under the Flexi-Wage Self Employment initiative.
2. Flexi-Wage Self Employment paid under this Agreement is made under the authority of the Cabinet and Ministerial Guidelines for Employment Assistance.

Agreement:**The parties agree as follows:**

3. These terms and conditions form a part of the Flexi-Wage Self Employment Agreement Form.
4. Any reference to "Agreement" refers to both these terms and conditions and the Flexi-Wage Self Employment Agreement Form.
5. This Agreement is subject to funding being available to Work and Income for its purpose.
6. By signing this Agreement, the Participant acknowledges that he/she may not be entitled to continue to receive financial assistance during weeks in which this Flexi-Wage Self Employment is paid.

Participant to comply with the business plan

7. The Participant will work at the business outlined in the business plan.
8. The Participant agrees to work full-time in the business, or part time where the Participant has been assessed as having a part time work requirement, and to engage in no other employment which will prevent or interfere with that full-time work or part time work whichever is applicable.
- 8.1. For the purposes of this Agreement full-time is defined as employment for 30 or more hours per week and part time work is defined as employment for 15 or more hours per week.
9. The Participant agrees to comply as closely as possible with the attached plan.
10. In the event of any significant departure from the plan, the Participant will inform Work and Income.
11. The Participant may engage in the business together with other persons, provided that those other persons apply separately for any subsidies that they may be entitled to under the Ministerial Guidelines.
12. The Participant agrees to notify Work and Income immediately if he or she fails to continue to work full-time or part time in the business whichever is applicable.
13. The Participant undertakes to inform Work and Income if he or she ceases to work at the business for at least a week whilst receiving financial assistance because of sickness or injury.

Legal Relationship between Participant and Work and Income

14. Work and Income shall bear no responsibility in relation to the work undertaken in the course of the business that is the subject of this Agreement.
15. The Participant acknowledges that he or she is in no way employed by Work and Income to carry out any work.

Claims

16. Subsidies can only be claimed for those weeks in which the Participant is employed full-time or part time in the business whichever is applicable.
17. Work and Income will not pay the Flexi-Wage Self Employment Subsidy in respect of any week in which the Participant is not working in the business, or is receiving Accident Compensation Corporation earnings related compensation or any other financial assistance from Work and Income.
18. The Participant agrees to provide Work and Income with copies of receipts for the goods and services purchased with the Flexi-Wage Self Employment Grant within:
 - 18.1. one month of receiving the Flexi-Wage Self Employment Grant; or
 - 18.2 the Participant will provide good and sufficient reason for the delay in providing receipts.

19. If the Participant does not comply with clause 18.1 Work and Income may suspend or cancel any further subsidies in respect of the Flexi-Wage Self Employment Agreement. Work and Income will notify the Participant of this decision in writing.

20. If the Participant ceases to operate the business within the agreed period, the Participant agrees to repay an amount equal to the Flexi-Wage Self Employment Grant minus the maximum Flexi-Wage Self Employment Subsidy for the number of weeks the business operated. Work and Income will write to the Participant confirming the repayable amount.

21. Work and Income will issue a tax invoice on the Participant's behalf in respect of claims made under this Agreement. The Participant will not issue a tax invoice in respect of claims made under this Agreement. Work and Income will send the Participant the tax invoice in payment of each claim and retain a copy.

22. The Participant shall make all claims under this Agreement within the period of the Flexi-Wage Self Employment Subsidy as set out in Section A or within the period of three months after the Flexi-Wage Self Employment Subsidy period. Work and Income will not be obliged to pay any Flexi-Wage Self Employment Subsidy on claims made outside these periods.

23. The parties may vary this Agreement. A variation must be agreed by both parties and recorded:

23.1 in writing and signed by both parties, or

23.2 through an exchange of emails where the authors have delegated authority to approve the variation.

Overpayments of Flexi-Wage Self Employment Grant or Subsidy

24. Any amount of Flexi-Wage Self Employment Grant or Flexi-Wage Self Employment Subsidy paid to the Participant by Work and Income that the Participant is not entitled to shall be a debt due to Work and Income.

25. Work and Income may recover the debt or set off the debt against other Flexi-Wage Self Employment subsidy money payable to the Participant by Work and Income.

26. Work and Income will write to the Participant confirming the amount of any overpayment, or the amount of debt offset against other Flexi-Wage Self Employment Subsidy.

Monitoring

27. The Participant will use his or her best endeavours to comply with all reasonable directions, request for information or monitoring requirements including monthly/regular visits that Work and Income may require.

28. The Participant agrees to keep appropriate business records and to make these available to Work and Income when claiming any Flexi-Wage Self Employment Subsidy. Work and Income may refuse to make payments under this Agreement, if it is not satisfied upon any inspection of the business that the Participant is engaged full-time or part time in the business whichever is applicable, Work and Income will advise the Participant of this decision in writing.

29. If the Participant does not provide a Project Financial Report by the required date agreed with Work and Income, Work and Income may refuse to pay the Participant any further Flexi-Wage Self Employment Subsidy in respect of this Agreement, Work and Income will notify the Participant of this decision in writing.

30. Upon receiving the Project Financial Report on the agreed date, Work and Income may alter the Flexi-Wage Self Employment Subsidy rate, or may, on giving written notice to that effect, refuse to pay the Participant any further Subsidies in respect of this Agreement.

31. If the Participant fails to carry out the business in accordance with the plan or does not comply with the terms of this Agreement Work and Income may refuse payment of any Flexi-Wage Self Employment Subsidy. Work and Income will notify the Participant of this decision in writing.

32. The Participant will remain solvent at all times. If for any reasons the Participant becomes insolvent he or she will immediately notify Work and Income.

Termination of this agreement

33. Either party may terminate this Agreement by providing two weeks written notice to the other party.

34. Work and Income may suspend or end this Agreement immediately, or where reasonable, refuse payment of any Flexi-Wage Self Employment Subsidy payable in respect of the business under this Agreement, if the Participant has failed to carry out the business in accordance with the plan or has otherwise not conformed with the terms of this Agreement. Work and Income will notify the Participant of this decision in writing.

NOTE: Payment of Flexi-Wage Self Employment Subsidy and Flexi-Wage Self Employment Grant will be made by direct credit.

RELEASED UNDER THE OFFICIAL INFORMATION ACT