



SERVICES AGREEMENT

AGREEMENT BETWEEN: Everyday Concierge Pty Ltd ACN 635 325 423 trading as Everyday Concierge
ABN 33 635 325 423
of 3 Nerida Street, Rangeville QLD 4350
(**Everyday Concierge/We/Us/Our**)

AND: You, the client

Reference Schedule:

Item 1 – Commencement Date	Immediately upon acceptance
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Provision of Services

1. In consideration of You paying Everyday Concierge the hourly rate as advised by Everyday Concierge from time-to-time (**Hourly Rate**), or any other hourly rate, Everyday Concierge agrees to provide You with housekeeping, laundry, decluttering and organisation, gardening, pet care, handyman, child-care, personal shopping and/or any other services that you may request (the **Services**) as and when required by You (each occurrence, a **Job**).
2. The provision of the Services to You is subject to and conditional upon these terms and conditions (the **Terms**).
3. This Agreement has effect from the Commencement Date specified in Item 1 of the Reference Schedule and continues until it is terminated by either party in accordance with these Terms.

Client Jobs

4. You must provide Everyday Concierge with a written request for each Job (**Job Request**). You must include the following details in each Job Request:
 - (a) the type of Job (i.e. babysitting, cleaning, pet sitting etc.);
 - (b) the location of the Job (**Job Location**);
 - (c) details of access to the Job Location (including key access details such as alarm codes, lock box codes etc.);
 - (d) details of any person/s that will be present at the Job Location for the duration of the Job;
 - (e) your preferred and/or required date/s and time/s when the Job must be completed;
 - (f) the expected duration of the Job;
 - (g) if the Job is 'one off' or 'recurring';
 - (h) if the Job is a 'recurring' Job, the frequency required; and
 - (i) any other information that would reasonably be considered as pertinent to the Job (i.e. if pets will be present at the Job Location, if children have medical conditions etc.).(together the **Job Request Information**)
5. Any delay or failure by You in providing the Job Request Information outlined in clause 4 above or any other information requested by Everyday Concierge may result in Everyday Concierge being unable to perform the Services and/or perform the Services properly in the timeframe specified, or at all. Everyday Concierge will not be liable for any delay or other issue in relation to the provision of Services caused by Your failure to comply with the obligations contained in this clause.
6. You agree and acknowledge that Everyday Concierge may, in Our sole discretion, forward any Job Request to an independent contractor (**Contractor**) and appoint the Contractor to provide the Services to You. If the Contractor accepts the Job Request, Everyday Concierge will provide you with written confirmation of same and the relevant details for that Contractor (**Contractor Confirmation**), including:
 - (a) the Contractor's name; and
 - (b) the Contractor's nominated hourly rate (**Nominated Hourly Rate**).
7. You acknowledge and agree that the Contractor's Nominated Hourly Rate is determined by the Contractor, in their sole discretion, and may differ from Everyday Concierge's Hourly Rate.
8. If, after receiving the Contractor Confirmation, You do not agree with the Contractor's Nominated Hourly Rate, You may either request that we forward the Job Request to a different Contractor with a cheaper Nominated Hourly Rate or withdraw the Job Request without penalty by providing Everyday Concierge with written notice prior to the Job having been started by the Contractor. If no written request to withdraw the Job Request is received by Everyday Concierge prior to the Contractor starting the Job, You are taken to have accepted the Contractor Confirmation, including the Contractor's Nominated Hourly Rate.
9. We warrant that Everyday Concierge has the necessary skills required in order to provide the Services and complete the Jobs in a careful, diligent, proper and efficient manner in accordance with the typical professional standards applying to the Services.
10. We also warrant that Everyday Concierge has obtained a warranty from each Contractor that they have the necessary skills required in order to provide the Services and complete the Jobs in a careful, diligent, proper and efficient manner in accordance with the typical professional standards applying to the Services.
11. In the event that You are dissatisfied with the Services provided by Everyday Concierge and/or a Contractor, You are required to notify Us in writing within 24 hours of the Job being completed and We may, in Our sole discretion:
 - (a) arrange for the Job Request to be re-issued and the Job to be completed to meet Everyday Concierge's standards, by any of:
 - i. Everyday Concierge; or



- ii. the same Contractor that initially attended the Job; or
 - iii. another Contractor; and/or
- (b) Everyday Concierge may waive any fees associated with that Job.
12. If a Job is a 'recurring' job and you cancel three (3) or more consecutive Job Requests then you are deemed to have forfeited your those recurring Job Requests and will be required to submit a new Job Requests for those recurring Jobs.
13. Everyday Concierge will use all reasonable endeavours to provide the Services to You, however, You acknowledge that in some circumstances, Everyday Concierge may not be able to complete the Services, in which case Everyday Concierge will notify You and You will not be charged for that Job.
14. Everyday Concierge may, from time-to-time, alter the types of Services Everyday Concierge provide or products provided, in Our sole discretion.
15. Everyday Concierge may, in Our sole discretion, refuse to provide the Services to You for any reason whatsoever. Contractors may also refuse to provide the Services to You, provided they have sought Everyday Concierge's prior approval.

Fees and Payments

16. If the Job is completed by Everyday Concierge:
 - (a) You must pay for the Services calculated with reference to the Hourly Rate (as amended by Everyday Concierge from time-to-time and notified to you prior to completion of the Job);
 - (b) the total cost of a Job will be calculated by Everyday Concierge based on the number of hours that it took Everyday Concierge to complete the Job, inclusive of time spent travelling to complete the Job (if applicable), plus any disbursements or products and equipment costs incurred by Everyday Concierge in completing the Job;
 - (c) the total amount payable for the Job is to be paid by direct deposit into Everyday Concierge's nominated bank account (or as directed by Everyday Concierge from time-to-time, in Our sole discretion) within 24 hours after receiving Everyday Concierge's tax invoice;
 - (d) late payments will incur extra fees as determined by Everyday Concierge, in Our sole discretion, from time-to-time; and
 - (e) if You have any outstanding invoices at the time that is 24 hours prior to the time that a recurring Job is due to be undertaken, Everyday Concierge may, in Our sole discretion, cancel that single Job. In the event that two cancellations occur in accordance with this clause, Your recurring Job will be cancelled in its entirety, in which case you will be required to submit a new Job Request if you still require the Services.
17. If the Job is completed by a Contractor:
 - (a) You must pay for the Services in accordance with the Contractor's Nominated Hourly Rate;
 - (b) the total cost of a Job will be calculated by the Contractor and it will be the Contractor's sole responsibility to provide you with a tax invoice for the Job;
 - (c) any tax invoice provided to You by the Contractor is to be paid directly to the Contractor, in a method determined by the Contractor; and
 - (d) the Contractor may, in their sole discretion, charge you extra fees for any late payments.
18. You acknowledge and agree that Everyday Concierge will not be responsible for any disputes that arise from the Contractor's tax invoices unless You have provided Everyday Concierge with the required notice under clause 11 and any such dispute must be raised directly to and dealt with by the Contractor.
19. You acknowledge and agree that Everyday Concierge may charge the Contractor a commission for each Job Request sent to, accepted and completed by the Contractor, which may be a percentage of the total fee charged by the Contractor for the Job.
20. All fees exclude any applicable taxes (including goods and services tax) unless otherwise stated.
21. In respect of any taxable supply made under this Services Agreement, You must pay to Us or the Contractor (as the case may be) an amount equal to the prevailing GST rate, payable at the same time and in the same manner as the Fee, subject to the receipt by You of a valid tax invoice

Contractors and Contractor's Personnel

22. All Contractors will be bound by the terms of this Services Agreement.
23. You acknowledge and agree that the Contractor/s may appoint:
 - (a) persons, including the Independent Contractor's directors, employees, agents or servants (**Personnel**); and/or
 - (b) third party body corporates (**Third Party Contractors**);to perform the Services, complete a Job or fulfil any of the Contractor's obligations under this Services Agreement.

Information

24. Everyday Concierge warrants that any information or data given, received and/or created in procuring and/or providing the Services to You shall at all times be kept confidential and will not be disclosed to any third party at any time, except:
 - (a) to a Contractor for the purpose of enabling them to provide you with the Services;
 - (b) with Your prior consent;
 - (c) where We are required by statute, rule, regulation, judicial process or in connection with any litigation to which We are a party; or
 - (d) to Our legal and financial advisors (including bookkeepers) and bankers where the recipient agrees prior to receipt to keep the information disclosed confidential.

Compliance with Privacy Laws

25. Everyday Concierge agrees to take all reasonable steps required to protect personal information in its possession or control (including Your personal information) against misuse, interference, loss and unauthorised use, access, modification or disclosure.
26. Everyday Concierge warrants that they comply with privacy laws in relation to the use, storage, transfer and other dealings with personal information obtained pursuant to or in any way connected with this Agreement, the delivery of the Services and/or the delivery of the Services.

Liability and Indemnity

27. You warrant that you have, to the best of your ability, taken all reasonable steps to ensure that any Job Location is a safe and stable work environment and complies with legislative workplace health and safety requirements. If there is anything at the Job Location that you reasonably believe may pose a risk to Everyday Concierge or any Contractor/s or be in breach of the relevant legislation, you must notify Everyday Concierge prior to Us or any Contractor/s attending the Job Location.
28. You warrant that You have the necessary insurances to cover damage to or loss of the Your property.
29. If You require Everyday Concierge or any Contractor/s to look after Your children or pets, You warrant that You have advised Everyday Concierge in writing of any medical or physical conditions which those children or pets may have. It is solely Your responsibility to keep any necessary medications and a first aid kit at hand, and you authorise Everyday Concierge and any Contractor/s to use same, in order to treat any medical or physical conditions that those children or pets has or may have. You are required to update Everyday Concierge in writing regarding any changes to any such children's condition as soon as you become aware of the change.
30. While Everyday Concierge make all reasonable attempts to ensure that all Contractors meet the necessary requirements which allow them to perform the Services to a high standard and are generally of good fame and character, Everyday Concierge are not liable for any false or misleading information provided by any Contractor/s.
31. The following limitations of liability apply:
 - (a) You acknowledge and agree that Everyday Concierge will not be liable to You and/or any other persons for:
 - i. any loss or damage of any kind that is directly or indirectly caused by or results from Everyday Concierge and/or any Contractor/s providing the Services as part of any Job or otherwise, this Agreement or the matters to which it relates or are in any way connected to it; and/or
 - ii. any direct, incidental, special or consequential damages, including loss or profits or anticipated profits, even if notified of the possibility of that potential loss or damage;
 - (b) You release Everyday Concierge from any liability or claims including, but not limited to:
 - i. any personal injury, illness or death caused to You or any other person; and
 - ii. any breach of Yours or any Contractor/s or their Personnel's obligations.
32. You acknowledge and agree that this Agreement's limitations of liability in clause 31 are essential to Everyday Concierge and Everyday Concierge would not have entered into this Agreement in their absence.
33. You indemnify Everyday Concierge for:
 - (a) all losses and expenses You or any Contractor/s incur (including legal costs on an indemnity basis); and
 - (b) all liabilities You incur;directly or indirectly caused by, or resulting from any breach of this Agreement or from any wrongful, wilful or negligent act or omission by You.
34. Any representation, warranty, condition or undertaking that would be implied in this Agreement by legislation, common law, equity, trade, custom or usage is excluded to the fullest extent permitted by law
35. Despite clause 34, nothing in these Terms excludes, restricts or modifies any condition, warranty, right or remedy conferred on You by the *Competition and Consumer Act 2010* (Cth) or any other applicable law that cannot be excluded, restricted or modified by agreement.
36. To the fullest extent permitted by law, Everyday Concierge's total aggregate liability for a breach of a non-excludable condition or warranty is limited to, at Our option:
 - (a) the resupply of the Services; or
 - (b) the payment of the cost of having the Services supplied again.

Termination

37. Everyday Concierge may terminate this Services Agreement at any time by written notice to You.
38. You may terminate this Services Agreement by written notice to Everyday Concierge if any of the following events has occurred:
 - (a) You no longer require the Services, by providing seven (7) days' written notice;
 - (b) Everyday Concierge has committed a material breach of this Services Agreement which is not remediable or if capable of remedy, where Everyday Concierge fails to remedy within 14 days of written notice; or
 - (c) Everyday Concierge is subject to an insolvency event.
39. If this Services Agreement is terminated or expires for any reason, then, in addition and without prejudice to any other rights or remedies available:
 - (a) the parties are immediately released from their obligations under the Services Agreement except those obligations that, by their nature, survive termination;
 - (b) each party retains the claims it has against the other; and



- (c) You must immediately pay all outstanding amounts to Everyday Concierge without off-set (including any off-set for any alleged claim).

General Provisions

40. Everyday Concierge may appoint Contractors or agents to perform any Services under this Services Agreement, in their sole discretion.
41. You must not assign or otherwise deal in any other way with any of Your rights or obligations under this Services Agreement without Everyday Concierge's prior consent.
42. Nothing contained in this Services Agreement creates any relationship of partnership, employment or agency between the parties.
43. If a provision of this Services Agreement is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
44. Each party must at its own expense do everything reasonably necessary to give full effect to this Services Agreement and the events contemplated by it.
45. This Services Agreement (and any documents executed in connection with it) is the entire agreement of the parties about its subject matter and supersedes all other representations, arrangements or agreements. Other than as expressly set out in this agreement, no party has relied on any representation made by or on behalf of the other.
46. This Services Agreement is governed by the laws of Queensland and each party submits to the jurisdiction of the courts of Queensland.

Acceptance by Client

By signing this Services Agreement, You hereby acknowledge and agree that:

- (a) You have read and agree to the Terms;
- (b) Everyday Concierge may vary the Terms from time to time. Any amendment to the Terms will have effect on and from the date on which Everyday Concierge gives notice to You of such change;
- (c) You understand that even if You do not sign and return this Services Agreement to Everyday Concierge, but submit a Job Request to Everyday Concierge (or fail to immediately withdraw a Job Request), You will be deemed to have accepted these Terms and will be bound to them as if You have signed; and
- (d) this Services Agreement may be signed electronically and such electronic signature by You indicates the Independent Contractor's intention to enter into this Agreement in order to satisfy the requirements s14(1) of the *Electronic Transaction (Queensland) Act 2001*.

The person signing below confirms that they are authorised to complete this Services Agreement on behalf of the Client.

Client Signature: _____ Date: _____

Full Name: _____