

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**)

AND: You, the **Independent Contractor**

Reference Schedule:

Item 1 – Service Area	Local area and surrounds
Item 2 – Commission Rate	18.5% (deducted from the clients' direct debit payments)
Item 3 – Commencement Date	Immediately upon acceptance

Provision of Services

- In consideration of the Independent Contractor paying a Commission calculated in accordance with clause 10 below, Everyday Concierge agrees to provide the Independent Contractor with services (the **Services**) relating to the introduction of the Independent Contractor to clients of Everyday Concierge (**Client/s**) located within the service area specified in Item 1 of the Reference Schedule (the **Service Area**) who require housekeeping, laundry, decluttering and organisation, gardening, pet care, handyman, child-care and/or personal shopping services (the **Client Services**).
- The provision of the Services by Everyday Concierge to the Independent Contractor is subject to and conditional upon these terms and conditions (the **Terms**).
- This Agreement has effect from the Commencement Date specified in Item 3 of the Reference Schedule and continues until it is terminated by either party in accordance with these Terms.

Client Jobs

- Everyday Concierge agrees to:
 - refer details of Clients located within the Service Area who require Client Services (each a **Client Job**) to the Independent Contractor from time-to-time, on a non-exclusive basis; and
 - allow the Independent Contractor to complete the Client Jobs referred by Everyday Concierge.
- Everyday Concierge makes no representation or warranty as to the number, frequency or value of Client Jobs that they will refer to the Independent Contractor.
- If Everyday Concierge is unable to get in contact with the Independent Contractor, the Independent Contractor agrees and acknowledges that Everyday Concierge may not be able to provide the Services to the Independent Contractor.
- The Independent Contractor acknowledges and agrees that Everyday Concierge:
 - has no obligation to refer Client Jobs exclusively to the Independent Contractor;
 - may refer the Client Jobs to other independent contractors; or
 - may complete the Client Jobs themselves.
- The Independent Contractor warrants that they:
 - possess the necessary skills required in order to complete the Client Jobs referred to the Independent Contractor; and
 - will complete the Client Jobs in a careful, diligent, proper and efficient manner in accordance with the highest professional standards applying to the Client Services.

Commission & Costs

- The Independent Contractor acknowledges and agrees that they will be solely responsible for:
 - setting their own hourly rates;
 - advising the Client of the applicable hourly rates;
 - providing any tools or other equipment required to complete the Client Jobs;
 - covering any costs and expenses associated with any tools or other equipment required for the Independent Contractor to complete the Client Jobs; and
 - making prompt payment of the Commission to Everyday Concierge as and when Everyday Concierge requires payment in accordance with clause 10.
- Everyday Concierge will charge the Independent Contractor commission on every Client Job completed by the Independent Contractor (each a **Commission**), calculated as the percentage of the total fees charged to the Client by the Independent Contractor that is equal to the Commission Rate specified in Item 2 of the Reference Schedule.
- The Independent Contractor must provide Everyday Concierge with details of all Client Jobs completed by the Independent Contractor on a weekly basis or as otherwise agreed with Everyday Concierge.
- Everyday Concierge will issue the Independent Contractor with a tax invoice for the Commission payable in relation to each Client Job and the Independent Contractor will be required to make payment of those tax invoices by the due date specified in the tax invoice.

13. If the Client pays Everyday Concierge directly for any Client Jobs completed by the Independent Contractor, Everyday Concierge agrees that they will forward any such payment to the Independent Contractor as soon as practicable. When forwarding payment in accordance with this clause, the Independent Contractor acknowledges and agrees that Everyday Concierge will withhold the Commission in relation to that Client Job, calculated in accordance with clause 10.
14. Any disbursements (including fees, charges, costs etc.) incurred as a result of the Independent Contractor completing the Client Jobs must be paid for directly by the Independent Contractor in accordance with any applicable payment terms. Everyday Concierge will not be liable for any such disbursements.
15. In respect of any taxable supply made under this Services Agreement, the Independent Contractor must pay to Everyday Concierge an amount equal to the prevailing GST rate, payable at the same time and in the same manner as the Costs, subject to the receipt by the Client of a valid tax invoice.

Independent Contractor Acknowledgements

16. The Independent Contractor acknowledges and agrees that:
 - (a) Everyday Concierge's Code of Conduct (as varied by Everyday Concierge from time to time) forms part of these Terms and the Independent Contractor will strictly comply with all of the requirements contained in the Code of Conduct;
 - (b) they will act with the utmost good faith in all dealings with Everyday Concierge;
 - (c) they have the requisite expertise, ability and legal right to render the Client Services and perform the Client Services in an efficient manner;
 - (d) if a Client Job is not completed in accordance with the requirements imposed by this Agreement, Everyday Concierge is at liberty to complete, amend or re-do that Client Job and charge any costs incurred by Everyday Concierge in doing so to the Independent Contractor; they will faithfully, diligently and with due care and skill perform the Client Services;
 - (e) they will comply with all legal requirements in connection with the provision of the Client Services;
 - (f) they will maintain all necessary insurances, qualifications, certifications required of a person performing the Client Services in accordance with these Terms;
 - (g) they are at liberty to provide their services to other clients, but that they cannot allow the provision of services to other clients to detrimentally impact the completion of Client Jobs;
 - (h) the Client employs the Independent Contractor on terms agreed between the Client and the Independent Contractor, in their sole discretion (the **Engagement**);
 - (i) they have obtained sufficient legal and accounting advice in relation to the Engagement in order to satisfy themselves that the Client is complying with all of their obligations in engaging the Independent Contractor;
 - (j) Everyday Concierge acts as a completely independent third-party access and referral service only and is not in any way responsible for the Client's compliance with any relevant legislation, regulation or award with regards to the Engagement of the Independent Contractor; and
 - (k) Everyday Concierge will provide the Services to the Independent Contractor based solely on information provided by the Independent Contractor and in accordance with these Terms.
17. Provided the Independent Contractor complies with the obligations outlined in clause 16, Everyday Concierge will provide the Services to the Independent Contractor in accordance with any timeframe agreed with the Independent Contractor (**each a Due Date**).
18. The Independent Contractor will promptly provide all reasonable information required by Everyday Concierge (including, but not limited to, availability, skills, licences and qualifications) (**Independent Contractor Particulars**) in order to allow Everyday Concierge to provide the Services to the Independent Contractor by the relevant Due Date. The Independent Contractor acknowledges and agrees that if they delay, or fail to, supply Everyday Concierge with the Independent Contractor Particulars, then Everyday Concierge may be unable to provide the Services by the Due Date or at all. Everyday Concierge will not be liable for any delay in providing the Services caused or contributed to by the Independent Contractor's failure to comply with the obligations contained in this clause.
19. If the Independent Contractor becomes aware of any changes to the Independent Contractor Particulars and/or any other matter that may affect their ability to complete the Client Jobs, they must notify Everyday Concierge in writing and following such notification, Everyday Concierge will notify the Independent Contractor of the new or varied terms (if any) of this Agreement. Such variations can then be accepted by the Independent Contractor by:
 - (a) signing a new Services Agreement (if Everyday Concierge submits a new Services Agreement to the Independent Contractor for signing); or
 - (b) otherwise in writing provided to Everyday Concierge; or
 - (c) by continuing to instruct Everyday Concierge (including failing to immediately withdraw their instructions to Everyday Concierge);and any variation will always be subject to these Terms.
20. In order for Everyday Concierge to provide the Independent Contractor with the Services, the Independent Contractor must:
 - (a) be over the age of 18 (in the case of an individual) or be controlled by a person over the age of 18 (in the case of a body corporate);
 - (b) hold a current, open driver's licence;
 - (c) have not committed any indictable offence in the past ten (10) years; and
 - (d) hold a current ABN.
21. In addition to the requirements in clause 20, Everyday Concierge may also require the Independent Contractor to hold a current Blue Card.

Equipment and Consumables

22. The Independent Contractor:
- (a) will provide, at its own expense, all equipment (including laptop computers and mobile phones) and consumables necessary to carry out the Client Services (the **Equipment**);
 - (b) will maintain the Equipment in good working condition and at its own expense;
 - (c) acknowledges that the Equipment is at all times used at the Independent Contractor's own risk; and
 - (d) indemnifies Everyday Concierge from any loss or damage to the Equipment.

Personnel

23. Subject to clause 24, the Independent Contractor may engage:
- (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 Client Services or fulfil any of the Independent Contractor's obligations under this Services Agreement.
24. The Independent Contractor warrants that its Personnel and any Third Party Contractors it engages will comply with the Independent Contractor's obligations under this Services Agreement as if they were named as the Independent Contractor in this Services Agreement.
25. For the sake of clarity, the Independent Contractor will be liable to Everyday Concierge for any failure by Personnel or a Third Party Contractor to comply with any obligations imposed on them or the Independent Contractor pursuant to these Terms.

Intellectual Property

26. The Independent Contractor acknowledge that all trademarks, patents, copyright, processes, know-how, registered designs or other like rights or any right to apply for registration of any of the former (the **Intellectual Property**) are owned by Everyday Concierge.
27. The Independent Contractor acknowledges that existing and future rights in any Intellectual Property created pursuant to, or in any way connected with, this Services Agreement, will vest in Everyday Concierge.
28. Everyday Concierge grants to the Independent Contractor a non-exclusive licence to use the Intellectual Property in the form provided by Everyday Concierge, solely for the purpose for which Everyday Concierge has provided it and Everyday Concierge can revoke any non-exclusive licence referred to in this clause at any time, at their sole discretion.
29. Clauses 26 and 27 survive termination or expiry of this Services Agreement.

Information

30. The Independent Contractor acknowledges that any information or data given, received and/or created in procuring and/or providing the Client Services shall at all times be and remain the property of Everyday Concierge and must not be disclosed to any third party at any time, except:
- (a) with the prior consent of Everyday Concierge;
 - (b) where the Independent Contractor is required by statute, rule, regulation, judicial process or in connection with any litigation to which it is a party; or
 - (c) to the Independent Contractor's legal and financial advisors (including bookkeepers) and bankers where the recipient agrees prior to receipt to keep the information disclosed confidential.
31. The Independent Contractor must not reproduce or use any part of the Client Services or any information or data given, received or created in procuring and/or providing the Client Services for their own benefit, to the exclusion of the benefit of Everyday Concierge.

Compliance with Privacy Laws

32. Everyday Concierge and the Independent Contractor agree to take all reasonable steps required to protect personal information in its possession or control (including personal information of any Client) against misuse, interference, loss and unauthorised use, access, modification or disclosure.
33. Everyday Concierge and the Independent Contractor warrant 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 Client Services.

Liability and Indemnity

34. The following limitations of liability apply:
- (a) the Client acknowledges and agrees that Everyday Concierge will not be liable to the Independent Contractor, or any Client and/or any other persons for:
 - i. any loss or damage of any kind that is directly or indirectly caused by or results from the Independent Contractor providing the Client Services as part of any Client 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) the Independent Contractor releases Everyday Concierge from any liability or claims including, but not limited to:
 - i. any personal injury, illness or death caused to the Independent Contractor, any Client and/or any other person; and
 - ii. any breach of the Independent Contractor's obligations.
35. The Independent Contractor acknowledges and agrees that this Agreement's limitations of liability in clause 36 are essential to Everyday Concierge and Everyday Concierge would not have entered into this Agreement in their absence.
36. The Independent Contractor indemnifies Everyday Concierge for:
- (a) all losses and expenses the Independent Contractor or any Client incurs (including legal costs on an indemnity basis); and
 - (b) all liabilities the Independent Contractor and/or any Client incurs; directly or indirectly caused by, or resulting from any breach of this Agreement or from any wrongful, wilful or negligent act or omission by the Independent Contractor and/or any Client.
37. 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
38. Everyday Concierge's total aggregate liability for all claims relating to this Services Agreement is limited to the Commissions payable under this Services Agreement.
39. This Agreement is to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, guarantees, conditions or obligations. If such legislation applies, to the extent possible, Everyday Concierge limits its liability in respect of any claim to the Commission on the then most recent Client Job referred by Everyday Concierge to the Independent Contractor.

Termination

40. Everyday Concierge may terminate this Services Agreement at any time by seven (7) days' written notice to the Independent Contractor.
41. The Independent Contractor may terminate this Services Agreement by written notice to Everyday Concierge if any of the following events has occurred:
- (a) the Independent Contractor ceases to be in a position to provide the Services to Clients;
 - (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, other than an internal reconstruction with notice to the Independent Contractor.
42. 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) the Independent Contractor must immediately pay all outstanding Commissions to Everyday Concierge without off-set (including any off-set for any alleged claim).

General Provisions

43. Everyday Concierge may appoint sub-contractors or agents to perform any Services under this Services Agreement, in their sole discretion.
44. Other than in accordance with clause 23, the Independent Contractor must not assign or otherwise deal in any other way with any of its rights or obligations under this Services Agreement without Everyday Concierge's prior consent.
45. Nothing contained in this Services Agreement creates any relationship of partnership, employment or agency between the parties.
46. 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.
47. 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.
48. 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.
49. This Services Agreement is governed by the laws of Queensland and each party submits to the jurisdiction of the courts of Queensland.



EVERYDAY
Concierge
Happy to help

Everyday Concierge Pty Ltd ACN 635 325 423
trading as Everyday Concierge ABN 33 635 325 423
3 Nerida Street, Rangeville QLD 4350
Ph: 0488 087 870
Email: info@everydayconcierge.com.au

Acceptance by Client

By signing this Services Agreement, the Independent Contractor hereby acknowledges and agrees that:

- (a) they have read and agree to the Terms, including the Code of Conduct which forms part of this Services Agreement;
- (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 the Independent Contractor of such change;
- (c) they understand that even if they do not sign and return this Services Agreement to Everyday Concierge, but accept a Client Job from Everyday Concierge (or fail to immediately withdraw their instructions), they will be deemed to have accepted these Terms and will be bound to them as if they have signed; and
- (d) this Services Agreement may be signed electronically and such electronic signature by the Independent Contractor 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 Independent Contractor.

Independent Contractor Signature: _____ **Date:** _____

Full Name: _____