

Terms & Conditions of Registration

For the purposes of these Terms and Conditions of Registration:

- A. "The Agency" means Absolute Domestic Cleaning Pty Ltd ABN 79 608 263 583, Clean Homes Pty Ltd ABN 82 169 398 323 and any other entity to which the Agency otherwise assigns its rights;
- B. "Client" means any person or persons for whom the Agency has allocated a Domestic Cleaning Contractor within the last twelve (12) months regardless of how they are introduced to the Agency; and
- C. "Placement Fee" means the commission or fee payable by a Client of the Agency to the Agency for its placement service, which placement fee may be varied by the Agency from time to time on the giving of no less than two (2) weeks' notice.

I am submitting my application to be registered as an independent contractor, sole-trader or enterprise to provide services as a cleaner in my own name, or under a trade, business or firm name: "Independent Domestic Cleaning Contractor".

By submitting my application to be registered as an Independent Domestic Cleaning Contractor, I confirm my agreement to the terms and conditions of the Agency's privacy policy and to Absolute Domestics Terms and Conditions of Registration:

1. I represent and warrant to the Agency that:
 - a. I am honest, trustworthy, reliable, dependable and physically capable of carrying out the duties of a Domestic Cleaning Contractor for Clients and shall conduct myself at all times in such a manner in the performance of services for Clients and in my dealings with the Agency;
 - b. I have never been charged with or convicted of any criminal offence that has not otherwise fully been disclosed by me to the Agency and I am not aware of any circumstances that are likely to lead to me being charged with or convicted of a criminal offence;
 - c. I have never been discharged or terminated by any principal, employer or customer for matters relating to fraud, dishonesty or stealing or behavior involving moral turpitude;
 - d. The Agency is a referral agency that connects Independent Domestic Cleaning Contractors to its Clients;
 - e. The Agency has made no promises or guarantees that placements with Clients will be offered to me or about the frequency of any placements offered and accepted by me;
 - f. I acknowledge that, if I accept a placement with a Client, my services will be hired directly by that Client to provide services for that Client;
 - g. I acknowledge that I am not hired by the Agency;
 - h. I acknowledge that I am not providing any services or work to or for the Agency and I am not a worker of the Agency. These Terms and Conditions do not impose any obligation on me to perform work for the Agency or to provide services to or for the Agency;
 - i. I acknowledge that, if I accept a placement with a Client, the Client pays for the services that are provided by my independent enterprise / business;
 - j. I acknowledge that I do not receive any payment from the Agency for my services;
 - k. I am an Independent Domestic Cleaning Contractor and I assume all risk related to placements carried out under these Terms and Conditions.
 - l. I acknowledge there is no relationship of employer and employee between the Agency and me, and I am not entitled to any employee entitlements / worker entitlements whatsoever from the Agency or under these Terms and Conditions. If any decision or judgment or the like ever determined that I was entitled to any employee entitlements / worker

- entitlements, those will be set-off against the fees Clients have paid to my independent enterprise / business;
- m. I acknowledge that, if I accept a placement with a Client, my services are provided to that Client and paid for by that Client ;
 - n. I am responsible to effect and maintain my own licenses and insurances that are required by law or the Agency to effect and maintain and to provide my own equipment and cleaning products when I provide services to Clients as an Independent Domestic Cleaning Contractor. I acknowledge that is the case even though the Agency may maintain its own public liability policy;
 - o. I am responsible for all taxation, superannuation, GST and other obligations arising from the provision of services under these Terms and Conditions;
 - p. I must provide my own equipment and materials, or I may agree with a Client who has hired my services to use their equipment and materials. While the Agency may provide information to me about equipment, materials and methods, these are not instructions, or directions, or requirements, and this is merely information sharing by the Agency on behalf of the Agency's Clients;
 - q. I may decline to accept any placement with a Client offered to me by the Agency at my discretion;
 - r. I understand my registration by the Agency will not establish a labour-hire arrangement;
 - s. I understand the Agency is not lending or hiring my services to Clients, and I am not a labour-hire worker;
 - t. I understand the Clients are not hiring or engaging my services through Absolute Domestics. If I enter into an arrangement to provide services to a Client, this is a separate arrangement between the Client and me;
 - u. The Agency may remove me from its register of Approved Independent Domestic Cleaning Contractors at any time at its sole discretion;
 - v. I acknowledge the Agency is relying on the representations, warranties and acknowledgements provided by me in these Terms and Conditions. I have been completely honest and truthful in providing these representations, warranties and acknowledgements. I will diligently and promptly keep the Agency informed of any fact or circumstance that may result in one or more of the representations, warranties and / or acknowledgements provided by me in these Terms and Conditions no longer being accurate;
 - w. I agree to indemnify the Agency for any loss or damage it suffers or incurs of any kind arising from the Agency relying on any one or more of the representations, warranties and / or acknowledgements provided by me in these Terms and Conditions, and I agree to indemnify the Agency for any loss or damage it suffers or incurs of any kind arising from my dishonesty, misrepresentation, deceit, or other act or omission by me in relation to the representations, warranties and / or acknowledgements provided by me in these Terms and Conditions.
 - x. I agree to indemnify the Agency for any loss or damage it suffers or incurs of any kind arising from any defective work that I perform for any of its Clients;
 - y. In performing services for or around a person with a disability I will only engage in limited incidental functional contact / communication with that person to the extent necessary to perform the services. I will not physically touch that person. I will not build rapport with that person. I will not attempt to get to know that person. I will not perform anything other than domestic cleaning services for that person; and
 - z. In performing services as an Independent Domestic Cleaning Contractor I will comply with the law, including for example laws prohibiting unlawful discrimination, bullying, harassment, sexual harassment, victimization and vilification.
2. I shall carry out my duties as an Independent Domestic Cleaning Contractor in accordance with instructions given to me by each Client of the Agency for whom I work and each Client will pay me for the services that I provide to the Client.
 3. If directed to do so by the Agency, I will collect from each Client, and pay to the Agency (or as directed by the Agency) the Client's Placement Fee within seven (7) days of collection of the Placement Fee.
 4. The Agency and the Client have an agreed rate of fees for cleaning services (which may be amended between the Agency and the Client from time to time) and I will not charge in excess of those fees. I

will provide each Client with a receipt for the services that are provided by my independent enterprise / business.

5. The Agency is not responsible or liable for the payment of my fees. To the extent permitted by law, the Agency is not responsible for any loss or injury of any nature whatsoever that I may suffer or incur whilst I am working as an Independent Domestic Cleaning Contractor for a Client of the Agency.
6. I am responsible for ensuring the quality of my work and I undertake to immediately and properly rectify, at my own expense, any substandard work for which I am paid by a Client. If I do not do so or the Client or the Agency otherwise requires, then the Agency can engage another contractor to do so and charge me the cost of rectification of that substandard work.
7. I will pay to the Agency the excess on any insurance claim caused by me and which I am entitled to have admitted under the Agency's Public Liability Policy where I am covered as a registered Independent Domestic Cleaning Contractor of the Agency.
8. I will immediately return to the Agency any property belonging to the Agency, including any badges, business cards and Clients' keys in my possession if I cease providing services to Clients of the Agency or if my name is removed for any reason from the Agency's Register of Approved Independent Domestic Cleaning Contractors.
9. If I cease providing services to the Agency's Clients or if my name is removed from the Agency's Register of Approved Independent Domestic Cleaning Contractors for any reason, I will not for a period of twelve (12) months from that date accept any work from any Client of the Agency for whom I have previously provided services.
10. Whilst I am registered as an Approved Independent Domestic Cleaning Contractor with the Agency:
 - a. I will not accept any work from a Client of the Agency that excludes (or where I do not receive) payment of the Placement Fee; and
 - b. I will immediately report to the Agency all referrals that I receive from Clients of the Agency.
11. I will not at any time during my registration with the Agency, or if my name is removed from the Agency's Register of Approved Independent Domestic Cleaning Contractors for any reason, do or say anything that disrupts, interferes with, threatens or brings to an end the business relationship between the Agency and any of its Clients or that would bring the name and / or reputation of the Agency into disrepute or which may cause any damage to the Agency.
12. If I breach paragraphs 9, 10 and / or 11, I agree to pay the Agency within seven (7) days an amount equal to one (1) year's Placement Fees for each instance of a breach based on the assumption that a Client will be serviced by me once each week for a minimum of one (1) year, which I acknowledge is a reasonable assessment of the loss which will be sustained by the Agency as a result of my breach.
13. I will not permit any person whatsoever who is not registered with the Agency to enter a Client's property without the prior knowledge and consent of both the Client and the Agency. I may engage other persons to provide the services to the Client with the consent of the Client, providing each person has successfully completed the Agency's application process included a police clearance. If I engage others to provide the services to the Client, I will still be responsible for the performance of the services, as though I had performed the services myself. I will also ensure that the person performing the services agrees to be bound by these Terms and Conditions of Registration and I indemnify the Agency against any claims which may be brought against it in relation to the services or by the person performing the services. I will be wholly responsible for all employee entitlements / worker entitlements in relation to any person that I engage to provide services to the Client.
14. I consent to my name, phone number, referee comments and work history notes kept by the Agency being given by the Agency to any of its Clients (including potential Clients) as the basis of their recommendation that a Client use my services as an Approved Independent Domestic Cleaning Contractor and I expressly waive any rights which I may have in relation to that information.
15. I authorise the Agency to scan and retain on file, any relevant documents that may prove my identity and or work rights and to obtain and keep information about me from my referees, employers, credit reporting agencies and any other person or organisation who may have

knowledge or information concerning my general honesty, reliability, trustworthiness and my capability as an Independent Domestic Cleaning Contractor.

16. I shall maintain at all times the security, confidentiality and privacy of each Client of the Agency for whom I perform the services and also all communications and dealings I have with the Agency.
17. I am solely responsible for the security of a Clients' access to their premises, including keys, access cards or remotes whilst they are in my possession and I will not give the keys, access cards or remotes to any other person or have additional copies of those keys, access cards or remotes made or mark or label them in any manner that would permit the Client or their premises to be identified if the keys, access cards or remotes are lost by me. Any security code that I may be given to access Client's premises is to be kept by me with absolute confidentiality and I must not provide or disclose that security code to any other person.
18. I will immediately return a Client's keys, access cards or remotes on request from either the Client or the Agency. If any security code is written down, I will also destroy it on request.
19. If I breach Condition 17 and / or 18, the Agency may use my personal information, as it deems necessary, to facilitate or to cause the return of the Client's keys, access cards or remotes or to protect the security of the Client's property. I also agree to be responsible for any claim that is made by the Client for their costs to replace any locks, access cards or remotes or to reprogram any security device or codes arising from my losing the keys, access cards, remotes or the security code.
20. If I fail to pay any Placement Fees to the Agency, I agree to pay the Agency within seven (7) days an amount equal to the unpaid Placement fee plus the Agency's costs and expenses incurred in exercising, protecting or recovering Placement Fees or any other costs and expenses in connection with my registration. I further agree to pay ten percent (10) % interest on any of the above outstanding amounts from the date on which they are due to the date on which they are paid to the Agency.
21. I will provide a Police Clearance if requested and if I do not provide one I authorise the Agency to apply for and obtain one at my expense.
22. I agree to indemnify the Agency for any loss or damage it suffers or incurs of any kind arising from any defective work that I perform for a Client or for any other loss or damage that the Agency may otherwise suffer or incur if I do any act or thing that brings the name of Absolute Domestic or the Agency into disrepute.
23. The Agency will not refer my services to its Clients if I breach these Terms and Conditions or if any of the representations or warranties I made in clause 1 are incorrect at the time of signing or if they subsequently become incorrect. I acknowledge that I have a positive obligation to immediately advise the Agency if I become aware that any of those representations or warranties ceases to be true and correct at any time.
24. I acknowledge that in some circumstances a Client may wish to receive an invoice directly from the Agency. In that event, I will provide sufficient details (as requested by the Agency) to the Agency to enable the Agency to prepare an Invoice to the Client. I will also provide an Invoice to the Agency for the services provided (absent the Placement Fee) and acknowledge that the Agency will pay me for those services (and it is only responsible to pay me for those services) following receipt of payment of the invoice from the Client. These Clients may include State and National agencies who provide support services for people with disabilities, injuries, illness and the aged. I acknowledge the Agency may contact each person to verify that I have provided the service as claimed before any payment is made to me. If I have been dishonest in claiming services that have not been performed my registration with the Agency may be cancelled immediately.
25. I acknowledge that the Agency may appoint other parties to undertake some or all of its obligations or duties under these terms and conditions, including through the appointment of agents who may be authorised to act on behalf of the Agency.
26. If I cease providing services to the Agency's Clients or if my name is removed from the Agency's Register of Approved Independent Domestic Cleaning Contractors for any reason, the contract between the Agency and myself ends immediately subject to these Terms and Conditions.

Absolute Domestic / the Agency respects your privacy. Refer to our Privacy Policy Statement at www.absolutedomestics.com.au/privacy and our Collection Notification Statement. In addition, you consent to our collection of Personal Information, including Sensitive Personal information, which is

reasonably necessary for or directly related to the functions / activities of the Agency, including information about citizenship, immigration, visas and criminal records, and identifying information such as information / photographs on your drivers licence and passport. We use information collected from you as set out in our Privacy Policy, and to consider your application to be registered as an Independent Domestic Cleaning Contractor, in the registration process, to introduce you to our Clients / potential clients, and to manage, improve and expand our relationship with you and our Clients.