



Service Provider Agreement

SERVICE PROVIDER AGREEMENT

1. INDEPENDENT Service Provider

The relationship between the **Service Provider** and **Company** is that of an independent Service Provider and nothing expressed or implied herein shall constitute the relationship of Company and independent Service Provider between the parties.

The **Service Provider is not Company's** agent or representative and will not act in any way that may or does cause any person or entity to believe that the Service Provider is an agent or representative of the Company Name, unless the Company gives its prior consent in writing.

2. SERVICES

The **Service Provider** will deliver the services set out in Schedule A to this contract ('the Services'), and any services incidental to the Services, on the terms set out in this contract.

3. Service Provider's OBLIGATIONS

The **Service Provider** will comply with any timeframes specified in Schedule A and will work such days and hours as are necessary to provide the Services in accordance with this contract.

The Service Provider will, in the performance of the Services:

- (a) at all times promote and protect the Company's interests and reputation;
- (b) comply with all reasonable and lawful directions;
- (c) comply with the Company's policies and procedures, which may be varied from time to time; and
- (d) carry out the Service Provider's obligations under this contract in a prompt, efficient and diligent manner consistent with good professional practices and standards, and use all reasonable care, attention and skill in the performance of those obligations.

The **Service Provider** will, at the Service Provider's cost, correct any errors, omissions, defects or faults in the Services which are notified by the Company during the Term.

4. AGREEMENT

The Company offers Jobs via the Platform, which can be accepted (and rejected) by the Service Provider.

Where the Service Provider accepts a Job, the Service Provider agrees that:

The Company is authorised to charge and collect the Job Fee from Customer, on behalf of the Service Provider; and

As a material condition of using the Platform and receiving offers of Jobs, the Service Provider must also accept the Terms of Service and Privacy Policy (done so when registering for, and/or signing into, the Platform).

5. DOING JOBS

Account

1. The Company will create an account for the Service Provider on the Platform, based on their skills, experience, location and availability. This account will be the primary means by which the Company will offer Jobs to the Service Provider, and it will be where the Service Provider can accept and manage its Jobs.
2. The Service Provider must ensure that it keeps its availability for Jobs up to date and accurate on the Platform.

Requests & Bookings

1. The Company will notify the Service Provider of a Job Request via the Platform, or if necessary, contacting the Service Provider by email, telephone, and SMS.
2. A Job Request notification will include such details supplied by the Customer relative to the prospective Job, such as the location of the Premises, the date and time of the Job, the frequency of the Job and any other relevant information.
3. The Service Provider agrees that it will only accept Jobs that it can genuinely service (namely that it is in the Service Provider's local area and is at a date and time the Service Provider is usually available).
4. The Service Provider must notify the Company via the Platform that it either accepts or declines a Job Request as soon as possible.
5. The Company cannot guarantee that a Job Request will remain available for acceptance by a Service Provider for any given period.
6. The Company may offer any Job to a number of Service Providers, in order to fill the Job. The first Service Provider to accept the Job will usually be allocated that Job, however the Company reserves the right to allocate any Job to any Service Provider in its absolute discretion.
7. The Service Provider agrees that once it accepts the Job Request, it books in that Job and creates an independent agreement between the Service Provider and Customer with respect to the Job in accordance with the Terms of Service.

Doing Jobs

1. The Service Provider agrees to undertake the Job once the Company has notified the Service Provider that the Job is confirmed.
2. The Service Provider must attend the Premises on-time (which means 5 minutes before the agreed start time). The Service Provider must contact the Customer as soon as possible if the Service Provider is going to be late.
3. The Service Provider must provide the services in a professional manner and to the Minimum Standard, as rated by the Customer. Where the Minimum Standard is not reached, the Service Provider agrees to return to the Premises and complete the Job as necessary.
4. The Service Provider must comply with any dress code required by the Company and/or the Customer.
5. The Service Provider may only use subService Providers or employees approved in writing by Effly to perform any Job.

Equipment & Materials

The Company and/or the Customer may request particular types of Equipment & Materials to be used by the Service Provider.

Cancellations

1. In order to cancel a Job, the Service Provider must notify the Company no less than 3 days prior to the time the next time the Service Provider is scheduled to next attend the Job.
2. The Company may notify the Service Provider that it is no longer required to attend a Job at any time, which may be effective immediately.
3. The Company accepts no responsibility or liability for any Job that is cancelled.

Ratings

1. The Platform has a rating system for each and every Job.
2. The Service Provider acknowledges that a Job will not be deemed to have been satisfactorily completed unless the Customer rates the Job to the Minimum Standard or greater.
3. The Company agrees that where the Service Provider believes the Customer's rating is unreasonable, it will facilitate a resolution between the Customer in accordance with the Terms of Service.

6. Service Provider's OBLIGATIONS

The **Service Provider** will comply with any timeframes specified in Schedule A and will work such days and hours as are necessary to provide the Services in accordance with this contract.

The Service Provider will, in the performance of the Services:

- (a) at all times promote and protect the Company's interests and reputation;
- (b) comply with all reasonable and lawful directions;
- (c) comply with the Company's policies and procedures, which may be varied from time to time; and
- (d) carry out the Service Provider's obligations under this contract in a prompt, efficient and diligent manner consistent with good professional practices and standards, and use all reasonable care, attention and skill in the performance of those obligations.

The **Service Provider** will, at the Service Provider's cost, correct any errors, omissions, defects or faults in the Services which are notified by the Company during the Term.

7. REMUNERATION

The Service Provider shall be remunerated for timely delivery of the Services in accordance to the remuneration schedule set out in Schedule A to this contract.

It is agreed that the payments set out in the remuneration schedule are all inclusive, and the Company holds no responsibility or liability for meeting any additional payments over and above the agreed payments set out in Schedule A. Without affecting the generality of this provision, the Service Provider acknowledges that there is no entitlement to payment from the Company for injury, sickness, superannuation, holidays, redundancy or overtime.

If the Service Provider does not provide the Services within the time limits and standards as reasonably required by the Company, the Service Provider's fee may be reduced by agreement or, failing agreement, by such amount as the Company considers reasonable in the circumstances.

8. PAYMENT FOR DELIVERY OF SERVICES

The Service Provider will be paid **Monday** of every week after the job is completed to a satisfactory level (e.g. work from Monday-Sunday, payments will be credited Monday of next week). If a public holiday falls on these days' payment will be received the next day provided that too is not a public holiday. Payment will deduct 2% processing fee. (When they will get paid)

9. EXPENSES AND TAX

1. The Service Provider is responsible for, and will pay on time and in full, all taxes and other levies (including PAYE, income tax, GST and accident compensation levies).
2. The Service Provider is responsible for all expenses incurred in undertaking a Job (including providing all Equipment & Materials, if that is part of the Job) and shall not be entitled to seek reimbursement from the Company unless expressly agreed by the Company in writing.
3. The Service Provider may be required to travel to undertake a Job. The Service Provider will not be entitled to reimbursement of such travel expenses or any additional payment for such travel.
4. The Service Provider acknowledges that it is solely responsible for the assessment and payment of its own taxes.

10. NO ASSIGNMENT

This contract is personal to the Service Provider and may not be assigned or subcontracted unless with the prior approval of the Company.

11. REPORTING

The Service Provider will not be supervised on a day-to-day basis. A feedback report form, from the customer will be used to measure the efficiency and productivity of the

12. TERMINATION

The **Company** or the **Service Provider** can terminate the contract by giving 21 days' notice.

The Company may terminate this contract with immediate effect by providing written notice if the Service Provider:

- (a) breaches this contract, fails or is unable to perform the Services, does not comply with a specified time limit, or is negligent in the performance of the Services, and, if asked to rectify the situation, does not do so within the time limit specified by the Company;
- (b) commits any act or is subject to any proceeding, which, in the Company's reasonable opinion, has brought or may bring the Company disrepute;

- (c) is subject to any form of solvency administration including bankruptcy, receivership or liquidation; or
- (d) fails to pay any taxes or levies in full and on time or is the subject of any investigation or proceeding undertaken by the Inland Revenue Department.

13. CONFLICT OF INTEREST

The Service Provider will not, without the Company's prior written consent, provide services to any other person or entity or be involved or interested in any employment, activity or business where that conflicts or may conflict with the interests of the Company or interferes or may interfere with the Service Provider's ability to perform the Services. Also, if found guilty a compensation of \$500 will be recovered.

14. PRIVACY

The Company maintains the Privacy Policy in compliance with the provisions of the Privacy Act for personal information that it collects. The Service Provider agrees and understands that Customers, and the Company, may have obligations under the Privacy Act.

The Service Provider agrees to maintain all personal information that comes into their possession or knowledge via Jobs (in particular, the names, addresses and contact details of Customers) as Confidential Information under this Agreement.

The Service Provider authorises the Company to provide personal information about the Service Provider to Customers for the purposes of procuring Jobs.

15. CONFIDENTIAL INFORMATION AND PROPERTY

The terms of this contract shall remain confidential to the parties.

In the course of this contract it is acknowledged that the Service Provider may acquire confidential information relating to the Company. The Service Provider shall keep this confidential information strictly confidential at all times including both during and after the termination of this contract. The Service Provider agrees never to use the information or attempt to use it for its own personal gain or the gain of any other person.

The Service Provider acknowledges that any work and intellectual property created or arising during the term of this contract is and shall remain the exclusive property of the Company. The Company shall be entitled to any copyright, merchandising, or other proprietary rights in or arising from such work.

Upon termination of this contract, or upon request, the Service Provider will promptly deliver to the Company all the Company's property and all documents, records or papers in the Service Provider's possession or under the Service Provider's control, including any copies or electronic versions, which relate in any way to the business or affairs of the Company.

To avoid doubt, the obligations in this clause will continue to apply after the Term, and regardless of any dispute. Also, if found guilty a compensation of \$500 will be recovered.

16. INDEMNITY

The Service Provider will keep the Company indemnified against any loss, expense, damages or compensation which the Company incurs or is required to pay (including without limitation any legal fees or amount paid by way of settlement) in relation to any claim which is threatened, notified or commenced against the Company Name and which arises directly or indirectly out of any willful or negligent act or omission of the Service Provider in the course of performing the Services. This indemnity will continue to apply after termination of this contract.

17. DISPUTE RESOLUTION

If a dispute arises, the parties will meet in good faith to try and resolve the dispute informally.

If the dispute has not been resolved within 14 days after the dispute has been notified by a party in writing, either party may give the other written notice requiring the parties to try and resolve the dispute at mediation. The parties will agree on a mediator or, if agreement cannot be reached within seven days after notice has been given, a mediator will be appointed. Unless the parties agree otherwise, the mediation will take place within 21 days after a mediator has been appointed and the costs of the mediation, excluding the parties' costs, will be shared equally.

If the parties do not resolve their dispute at mediation, they may agree in writing to resolve their dispute by arbitration before a single arbitrator. In that event:

- (a) the arbitrator will be appointed by agreement or, failing agreement within seven days after the parties have agreed to arbitration, by Australian Commercial Disputes Centre (ACDC);
- (b) the costs of arbitration, excluding the parties' costs, will be shared equally, unless the arbitrator determines otherwise;

The parties agree that the existence of any dispute between them and the information relating to any dispute will, subject to this contract, remain strictly confidential.

20. ENTIRE AGREEMENT OF THE PARTIES

It is agreed by both parties that this contract constitutes the entire agreement between the parties and replaces any previous agreements and understandings. Any variation of this contract must be agreed and signed by both parties in writing.

21. NO SHOW PENALTY

It is agreed by both parties that if the Service Provider cancels a job less than 24 hours or does not show up for any job without notice then we will deduct \$35 per job from the weekly invoice.

22. BONUSES

It is agreed by both parties that if the Service Provider accepts a job on the same day due to any cancellations then a \$20 bonus will be paid.