



## General Terms and Conditions

Helping Australia Pty Ltd  
Suite 606, 83 York street  
Sydney NSW 2000  
ABN: 42 169 804 326  
Email: [help@helping.com.au](mailto:help@helping.com.au)

**These General Terms and Conditions apply to independent cleaning business who seek to offer services and Helping Australia Pty Ltd, collectively the “Parties”.**

## **RECITALS**

- A. The Service Provider operates an online platform at [www.helping.com.au](http://www.helping.com.au) through which Users can book a Business for the provision of cleaning services, by submitting a Booking Request. The Service Provider then matches the most suitable Business from its database of Businesses to the Booking Request.
- B. The Business is in the business of providing cleaning services of the type set out in item 3 of the Schedule.
- C. The Service Provider does not offer Cleaning Services itself but is a third party facilitator of contracts between the User and Business. Accordingly, the Service Provider can receive and confirm Users’ requests for Services, issue invoices on behalf of the Business and pass on payments to the Business.
- D. In using the online platform, the Business will enter into two contractual relationships. The first contract being with the Service Provider, regarding the nature of the services to be provided by the Service Provider to the Business and the commission applicable for that service. The second contract being a Cleaning Agreement.

## **It IS AGREED**

### **1. Definitions and Interpretation**

---

- 1.1 Definitions:
  - “**Address**” means an address where Booked Services are to be carried out as identified in the Booking;
  - “**Agreement**” means this agreement together with any schedules or annexures hereto, which may be amended from time to time in writing by the Service Provider and notified in advance to the Business;
  - “**Annexure**” means an annexure to this Agreement;
  - “**Booked Services**” means Cleaning Services a Customer has requested in a Booking;
  - “**Booking**” means a reservation made by a Customer on the Website for a Booked Services to be carried out at a Scheduled Time and Address for the Duration;
  - “**Booking Request**” means the SMS, notification and email sent by the Service Provider to the Business to convey a Booking and to seek the Business’s acceptance of a Booking;
  - “**Claim**” shall mean any and all present and future claims, actions, demands and rights howsoever arising out of, or in connection with the Services, including any claim for damages, complaint, action, suit, cause of action or proceedings, arbitration, debt due, cost and expense (including legal cost and expense), demand, verdict or judgment arising out of any provisions under statute, award, order or determination whether or not known at the date of this Agreement;
  - “**Cleaning Agreement**” means the Cleaning Agreement between the Business and the Customer for the provision of Cleaning Services that is available on the Website.
  - “**Cleaning Fee**” means the fee per hour for Booked Services as set out in item 1 of the

Schedule;

**“Cleaning Products and Equipment”** means the cleaning products and equipment required to effectively provide the Services;

**“Cleaning Product Fee”** means the fee charged by the Business for providing the Cleaning Products and Equipment as set out in item 2 of the Schedule;

**“Cleaning Services”** means the cleaning services set out in item 3 of the Schedule;

**“Commission”** means the Payment Amount minus \$26.50 per hour (inclusive of GST) that the Service Provider charges the Business for the Helping Services. For the avoidance of doubt, the commission is calculated on the total value of Booked Services pursuant to all Booking Requests accepted by the Business in a relevant Payment Cycle (as defined in clause 5.8).

**“Confidential Information”** means:

- (a) any information disclosed, furnished or communicated (in writing, machine readable form, text, drawings, photographs, graphics, designs, plans or any other form whatsoever) by or on behalf of the disclosing party to the receiving party through the receiving party’s directors, officers, employees, representatives, or agents in connection with this Agreement; and
- (b) any information which is directly or indirectly acquired or obtained in connection with this Agreement. Unless that information:
  - (i) is or becomes publicly available without breach of this Agreement;
  - (ii) was previously in the possession of the receiving party and was not acquired directly or indirectly from the disclosing party as evidenced by written records;
  - (iii) was lawfully received by one Party without any obligation of confidentiality from a third party;
  - (iv) is independently developed by the receiving party; and
  - (v) is required to be disclosed by law, an order of court/arbitral tribunal, a directive/order of any governmental/regulatory body or the requirements of any relevant stock exchange.

**“Contract Price”** means the Payment Amount less the Commission payable with respect to a Booked Service.

**“Corporate Identity”** in relation to each Party means that Party’s trademark(s), service mark(s), trade name(s), corporate mark(s) and/or logo(s) (including and not limited to the branding of either Party);

**“Customer”** means a User, being a person or entity, who has made a Booking;

**“Dollar”** or **“\$”** means Australian Dollars;

**“Duration”** means the estimated amount of time the Business will require to undertake the Booked Services in accordance with the Booking;

**“Extras”** means the services listed in item 4 of the Schedule;

**“Government Authority”** means any government or governmental, semi-governmental or judicial entity or authority.

**“Helping Insurance Policy”** means the insurance policy which enables the Business to be insured against public liability and property damage arising from, or as a result of the Cleaning Services provided by the Business. The terms and conditions of the Helping Insurance Policy are stated in separate agreement.

**“Helping Services”** means the online platform and related administrative, contract and invoice management services provided by the Service Provider.

**“Intellectual Property”** means all, if any, Corporate Identity, copyrights, trade secrets, patents, design rights or other intellectual property rights;

**“Payment Amount”** means the amount payable by the Customer for the total number of hours spent by the Business to perform the Booked Services calculated at the Cleaning Fee rate.

**“Schedule”** means a schedule to this Agreement;

**“Scheduled Time”** means the time and date the Services are to be undertaken by the Business in accordance with the Booking;

**“User”** means a Customer, being a person or entity, who has made a Booking

**“Website”** means [www.helping.com.au](http://www.helping.com.au) and associated Helping mobile phone applications.

## 1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any entity, partnership, joint venture, association, corporation and any Governmental Agency;
- (e) a reference to a ‘Party’, ‘Plaintiff’ and/or ‘Defendant’ collectively refers to the respective entity and, without limitation, its directors, officers, members, employees and agents;
- (f) a reference to anything (including, but not limited to, any right) includes a part of that thing;
- (g) a reference to a part, clause, party, annexure, exhibit or schedule is a reference to a part and clause of, and a party, annexure, exhibit and schedule to, this Agreement and a reference to this Agreement includes any annexure, exhibit or schedule;
- (h) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.
- (i) a reference to a document includes all amendments or supplements to, or replacements or notations of, that document;
- (j) no provision of this Agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Agreement or that provision;
- (k) a covenant of this Agreement on the part of two or more persons binds them jointly and severally.

## 2. Booking

---

- 2.1. Once a Customer has made a Booking and the Business receives a Booking Request, the Business can confirm its acceptance of the Booking Request by notifying the Service Provider of its acceptance through the Website, by e-mail, SMS or by telephone.
- 2.2. The Service Provider in its absolute discretion may not submit Booking Requests to the Business and this Agreement does not oblige it to provide any minimum number of Booking Requests.
- 2.3. The Business is free to accept or decline a Booking Request in its sole discretion.

- 2.2 Should the Business decide to accept a Booking Request, it must notify the Service Provider through the Website, by e-mail, SMS or by telephone. Booking Requests are sent to multiple Businesses at the same time. The first Business to respond will receive the Booking.
- 2.3 Upon the Business' acceptance of the Booking Request in accordance with this clause 2 above, the Business acknowledges and agrees that a Cleaning Agreement between it and a Customer will come into effect immediately and the Business authorises the Service Provider to provide the Business' contact details to the Customer.

### **3. Business' Obligations**

---

- 3.1. Prior to the Service Provider submitting Booking Requests to the Business, the Business is required to provide the Service Provider with the following information for their database records:
- (a) Their contact details, including full name, address, mobile phone number, email address, Australian Business Number and bank account details (for the deposit of funds);
  - (b) Their expected availability for the provision of the Services;
  - (c) Two (2) references, if requested by the Service Provider;
  - (d) Drivers Licence and/or Passport, as requested by the Service Provider;
  - (e) Police Clearance Certificate;
  - (f) Proof of Australian work rights;
  - (g) Proof of Business Registration, if applicable; and
  - (h) Certificate of Currency for public liability insurance or their consent to opt in and to be bound by the Helping Insurance Policy; and
  - (i) Worker's Compensation Policy, if the Business is a corporation.
- 3.2. If any of the documents listed in clause 3.1 above have expired, changed or have been renewed, the Business must advise the Service Provider of the:
- (a) expiration, two (2) days prior to the expiration; or
  - (b) change, as soon as practicable, but no longer than 24 hours after the change; or
  - (c) renewal, within two (2) days of the renewal
- and provide evidence of the above as requested by the Service Provider.
- 3.3. The Business acknowledges that it has full power, authority, right and capacity to perform its obligations under the Agreement and the Cleaning Agreement.
- 3.4. The Business will not contract with the Customer separately to provide the Services, while this Agreement is in force.
- 3.5. In accepting the Booking Request, the Business undertakes to:
- (a) provide the Booked Services and if applicable, the Extras to the Customer in accordance with the Booking;
  - (b) carry out the Cleaning Services with all due care and skill and to the standard reasonably required of the Business;
  - (c) take all necessary steps to avoid any loss and/or damage to the Customer or the Customer's property;
  - (d) deliver the Cleaning Services promptly and professionally;
  - (e) ensure that the Address is safe and to conduct its own work health and safety risk assessments of the Address prior to performing the Booked Services;
  - (f) deliver the Services in accordance with the Booking;
- 3.6. The Business further agrees that in accepting the Booking Request that the Duration is an appropriate timeframe in which the Business can effectively and efficiently complete the Booked Services.

- 3.7. If the Service Provider is advised by the Customer that the Business has not performed the Cleaning Services to a reasonable standard, it will forward this information to the Business. The Business agrees to negotiate with the Customer in good faith to achieve an agreement on reduced time or payment for the Cleaning Services.
- 3.8. The Business warrants that it has a current public liability insurance policy or agrees to opt in and to be bound by the Helping Insurance Policy and, if applicable, workers' compensation insurance policy, in force at all times and at appropriate levels of cover for the Business to deliver Cleaning Services
- 3.9. The Business shall provide the Cleaning Products and Equipment agreed upon to effectively deliver the Booked Services, unless the Customer has chosen to provide their own cleaning products at the time of making the Booking. If the Business fails to provide the Cleaning Products and Equipment agreed upon and the issue has been raised by the Customer in accordance with clause 3.7, the Business agrees that the Service Provider is entitled to withhold from the Payment Amount a reasonable amount in the sole discretion of the Service Provider to compensate the Customer.

#### **4. Provision of Helping Services**

---

- 4.1. In facilitating the provision of the Cleaning Services, the Service Provider undertakes security checks on all potential Business and their employees (if applicable) in accordance with clause 3.1 and 3.2 above. As a consequence, and to ensure the safety and security of the Customers so far as is reasonably possible, the Booked Services:
  - (a) can only be provided by the Business that accepts the Booking Request; or  
  
may be provided by the employees of the Business that accepts the Booking Request who the Business has registered with the Service Provider as being part of the Business' undertaking to provide the Cleaning Services ("Registered Personnel"). The Business agrees that no Payment Amount will be paid to the Business for the Booked Services if the Booked Services are provided by people other than the Registered Personnel.

#### **5. Payment**

---

- 5.1. The Business will charge the Customer the Cleaning Fee for the performance of the Booked Services.
- 5.2. The Business acknowledges that the Service Provider has the right to update the Cleaning Fee at its sole discretion provided that it notifies the Business seven (7) days prior to the amendment of the Cleaning Fee. The Business shall be free to decide at all times whether it wishes to accept the Booking Request.
- 5.3. The Service Provider may set differential Cleaning Fees for the performance of the Booked Services and for the performance of the Booked Services on a recurring basis. Those differential Cleaning Fees are specified at Schedule 1.
- 5.4. The Service Provider acts as a payment facilitator for the Business. The Service Provider will invoice Customers on behalf and in the name of the Business after the Business has successfully delivered the Booked Services for the Duration and notified the Service Provider that it has done so.
- 5.5. The Business will confirm the accuracy and completeness of invoices for Booked Services it has provided no later than 21 days after the Business has provided the Booked Service. Failure to confirm invoices within 21 Days will mean that no invoice is issued for a Booked Service and

no Payment Amount collected by the Service Provider on behalf of the Business. The Service Provider will notify the Business of outstanding invoice confirmations.

- 5.6. The Service Provider will enable the Business to access an online archive of all invoices that the Service Provider issues on behalf and in the name of the Business to the Customers in clause 5.4. If the Business disputes an invoice, it must notify the Service Provider within seven (7) days of receipt of the copy of the invoice.
- 5.7. Subject to clause 5.5, the Service Provider will collect from the Customer on the Business' behalf the Payment Amount with respect to the Booked Services.
- 5.8. Subject to clause 5.7, all Payment Amounts collected by the Service Provider on behalf of the Business will be paid to the Business in the following payout cycles:
  - (a) on the 9<sup>th</sup> day of the month ("**First Payout Date**"); and
  - (b) on the 24<sup>th</sup> day of the month ("**Second Payout Date**")

**("Payment Cycle")**

On the First Payout Date, the Service Provider will pay all Payment Amounts held by it on behalf of the Business and held to the account of the Business for services provided by the Business in the period 16<sup>th</sup> - end of the month in the month prior to the First Payout Date.

On the Second Payout Date, the Service Provider will pay all Payment Amounts held by it on behalf of the Business and held to the account of the Business for services provided by the Business in the period 1<sup>st</sup> – 15<sup>th</sup> of the month in the month of the Second Payout Date.

The Business acknowledges that the Service Provider has the right to change the Payment Cycle at its sole discretion provided that it notifies the Business no less than seven (7) days prior to the change of the Payment Cycle.

- 5.9. The Business irrevocably authorises the Service Provider to deduct from the Payment Amount collected by the Service Provider in clause 5.7 the Commission that is payable by the Business to the Service Provider.
- 5.10. If a Customer notifies the Service Provider that the Booked Services were not performed in accordance with the Cleaning Agreement, the Business acknowledges and agrees that the Service Provider will not issue an invoice to the Customer or attempt to claim from the Customer any Payment Amount referable to the disputed Booked Services until a new payment amount is agreed between the Customer and the Business.
- 5.11. The Business acknowledges and agrees that:
  - (a) the Service Provider will not be liable for any Payment Amount that any Customer fails to pay or that it, for any reason, does not receive from any Customer; and
  - (b) the Business will not make any claim against the Service Provider for the non-payment or non-receipt of any Payment Amount.
- 5.12. If a Customer fails to meet its obligations under the Cleaning Agreement, including payment of the Booked Services, the Service Provider shall not be obliged to collect any outstanding payments. The Business shall have all rights available at law to take legal action against the Customer. Before initiating any legal action, the Business shall notify the Service Provider at least seven (7) days prior to taking such action.
- 5.13. The Service Provider may withhold, retain or set off from any payment due to the Business under this Agreement amounts to protect it against any costs, charges, expenses and damages

for which the Business is liable under or in connection with this Agreement. This right to withhold, retain or set off does not limit the Service Provider's right to recover those amounts in any other way.

- 5.14. In the event of a complaint by a Customer with respect to the quality of the Cleaning performed the Service Provider may deduct from the payments otherwise due to the Business an amount equal to a one-hour Cleaning fee for either a one off service provision; or a recurring booking.
- 5.15. In the event of a complaint by a Customer with respect to any damage to Customer property or premises, the Service Provider may deduct from the payments otherwise due to the Business the sum of \$500 pending full investigation and resolution of the damage complaint.

## **6. Booking Changes and Cancellations**

---

- 6.1. The Customer can cancel and amend a Booking on the Website, free of charge, up to 48 hours before the Scheduled Time. The Service Provider will notify the Business of any cancellation or amendment of a Booking as soon as practicable.
- 6.2. If the Customer cancels or amends a Booking between 24 and 48 hours before the Cleaning Service is scheduled to begin, they will have to pay cancellation costs equivalent to one hour of the Cleaning Fee.
- 6.3. If the Customer cancels or amends a Booking within 24 hours before the Cleaning Service is scheduled to begin, they will have to pay cancellation costs equivalent to two hours of the Cleaning Fee. The Service Provider will notify the Business as soon as practicable and will pass the one hour cancellation cost on to the Business, minus its Commission.
- 6.4. If the Business is unable to fulfil a confirmed Booking, it must notify the Service Provider as soon as practicable.
- 6.5. If the Business must notify the Service Provider in accordance with clause 6.4, but does so between 12 and 48 hours before the confirmed Booking, the Service Provider will deduct from the payments otherwise due to the Business 1 hour of the applicable Cleaning fee for either a one off service provision; or a recurring booking, as the case may be.
- 6.6. If the Business must notify the Service Provider in accordance with clause 6.3, but does so less than 12 hours before the confirmed Booking, or fails to fulfil a confirmed Booking and does not notify the Service Provider, the Service Provider will deduct from payments otherwise due to the Business two hours of the applicable Cleaning fee for either a one off service provision; or a recurring booking.

## **7. Promotions**

---

- 7.1. The Service Provider may from time to time run promotional campaigns to market its Website by discounting the Cleaning Fee payable by the Customer.
- 7.2. During any promotional campaign, the Service Provider undertakes to rebate to the Business the difference between the Cleaning Fee (before any discounting is applied) and the discounted Cleaning Fee, less the Commission. By way of example, when the Cleaning Fee is \$29.00 per hour, if the Service Provider runs a promotional campaign by discounting the Cleaning Fee by 50%, the Customer will pay \$14.50 per hour for the Booked Services. However, the Business will still receive from the Service Provider the Contract Price of \$26.50 per hour (that is, the Cleaning Fee of \$29 per hour less the Commission).

## **8. Intellectual Property**

---

- 8.1. Neither Party shall use the Corporate Identity of the other Party without the prior written consent or unless provided for in this Agreement.
- 8.2. Each Party shall comply with the other Party's reasonable guidelines and instructions for the



use of its Corporate Identity.

- 8.3. Neither Party shall, without obtaining the other Party's prior written consent, use or register or attempt to use or register as a trade mark, service mark, trade name, corporate mark or logo that is likely to be confused with any of the Corporate Identity of the other Party.
- 8.4. Neither Party shall, without obtaining the other Party's prior written consent, authorise any third parties to use any of the Corporate Identity of the other Party.
- 8.5. Nothing in this Agreement shall give either Party any rights in respect of any Intellectual Property in each Party's branding and/or other Corporate Identity or of the goodwill associated thereof.
- 8.6. Each Party warrants and represents that each Party's Intellectual Property provided or used pursuant to or in connection with this Agreement will not infringe any third party's Intellectual Property rights.
- 8.7. The provisions of this clause 8 shall survive the expiry or termination of this Agreement.

## **9. Confidential Information**

---

- 9.1. The Parties shall keep all Confidential Information confidential and use the Confidential Information only in fulfilling its obligations under this Agreement.
- 9.2. The Parties warrant they will:
  - (a) not, without the prior written approval of the other Party, disclose the Confidential Information unless compelled to do so by law;
  - (b) take all reasonable steps to ensure that its agents, Customers, colleagues, employees, officers, staff, contractors, subordinates and superiors, do not make public or disclose any Confidential Information;
  - (c) take all reasonable measures to ensure that the Confidential Information is protected against loss, unauthorised access, use, modification, disclosure or other misuse;
  - (d) ensure that only authorised personnel have access to the Confidential Information in line with industry best practice;
  - (e) immediately notify the other Party where it becomes aware that a disclosure of any Confidential Information which may be required by law;
  - (f) secure the execution of a non-disclosure agreement on terms as required by either Party by any agents, colleagues, employees, officers, staff, contractors, subordinates and superiors requiring access to any Confidential Information;
  - (g) immediately notify the other Party where it becomes aware of a breach of this clause 9; and
  - (h) immediately take all reasonable steps to stop a breach or potential breach of this clause 9.
- 9.3. Nothing contained in this clause shall be construed so as to place an obligation of confidentiality on the Parties in respect of information that has entered the public domain, provided that the information has not entered the public domain due to the other Party's breach of this Agreement.
- 9.4. If either Party is uncertain as to whether any information provided by the other Party is Confidential Information, the Party must treat that information as if it was Confidential Information unless and until the other Party advises in writing that the information is not Confidential Information.
- 9.5. On the termination of this Agreement, the Business shall return to the Service Provider any Confidential Information (in whatever format, however stored) belonging to the Service Provider.
- 9.6. This clause 9 will survive the termination of this Agreement.

## 10. Termination

---

- 10.1. The Business agrees to accept bookings from Customers and provide cleaning services to Customers that are booked via the Website for a minimum of three (3) months. If the Business ceases providing cleaning services within this initial three-month period, the Business must pay a fee of \$150 to the Service Provider which the parties agree is a genuine and reasonable estimate of the loss that the Service Provider will suffer as a consequence of such termination.
- 10.2. Subject to clause 10.1, either Party may terminate this Agreement at any time on the giving of seven (7) Business Days' written notice ("Termination Notice"). If the Business fails to provide the Termination Notice, the Service Provider has to cancel the confirmed Bookings as a result of the termination without the Termination Notice. The Business agrees that it will pay the Commission that the Service Provider would be entitled otherwise.
- 10.3. This Agreement may be terminated immediately by either Party by written notice, if the other Party commits a material breach of this Agreement, and which, in the case of a breach capable of being remedied is not remedied within fourteen (14) days of a written request to remedy the same.
- 10.4. This Agreement may be terminated immediately by the Service Provider by providing written notice to the Business if:
- (a) in the sole opinion of the Service Provider, the Business has been incompetent or grossly negligent in the provision of the Services;
  - (b) the Business becomes or may become insolvent, bankrupt or wound up;
  - (c) the Business makes a general assignment or compromise for the benefit of its creditors;
  - (d) the Business suffers or permits the appointment of a receiver, trustee, judicial manager or such similar officer over any of its business or assets;
  - (e) the Business becomes the subject of any proceedings relating to insolvency or the protection of creditors' rights and fails to have those proceedings struck out or dismissed within thirty (30) days of commencement of such proceedings;
  - (f) if the Business or any person employed by the Business or acting on behalf of the Business, shall have committed or be suspected of committing any offence under the any laws of Australia, or shall have abetted, attempted or may be suspected of abetting or attempting to commit such an offence;
  - (g) if from any cause whatsoever the Business is prevented from performing its duties pursuant to the Agreement;
  - (h) in the sole opinion of the Service Provider, the Business is guilty of any conduct which is prejudicial to the Service Provider or its business interests; and/or
  - (i) if the Business offers, gives or agrees to give to any person, any gift or consideration of any kind as an inducement or reward for doing, promising to do or for having done or having forborne to do any action in relation to the obtaining or execution of this Agreement regardless of whether or not such acts have been done by the Business or any person employed by the Business or acting on his behalf (whether with or without the knowledge of the Business).
- 10.5. Upon written notice by the Service Provider under clause 10.3, the Business's obligations shall cease immediately. The Service Provider has the right to recover damages in respect of any antecedent breach of this Agreement. The Business shall not be entitled by reason of such determination to any right of action or remedy against the Service Provider.

- 10.6. The expiry or termination of this Agreement shall not affect any accrued rights, obligations and/or liabilities of the Parties nor the coming into or continuance in force of any provision, which is expressly or by implication intended to come into or continue in force on or after such expiry or termination.

## **11. Warranties and Representations**

---

- 11.1. Each Party represents and warrants to the other Party that:
- (a) it has the legal capacity to enter into and perform this Agreement and all the transactions contemplated by this Agreement;
  - (b) it has or will obtain and maintain at its own costs all insurances, permits, approvals and/or licences which may be necessary or desirable for the purposes of carrying out this Agreement; and
  - (c) this Agreement is duly executed by it and is valid and binding upon it.
- 11.2. The Business warrants that it has sought independent and specified advice from its legal and accounting advisors concerning the likely legal consequences of entering into this Agreement and accordingly have not received from or relied upon any representation by the Service Provider, its officers, servants or agents whom in any event the Parties acknowledge are not qualified to provide such legal advice.
- 11.3. The Service Provider does not warrant or make any representation to the Business that the Service Provider will provide the Business with a minimum number of bookings.

## **12. Damages and Limitation of Liability**

---

- 12.1. The Business agrees to indemnify the Service Provider against any liability, loss or claim arising under any statute or common law in respect of:
- (a) Loss or damage to property; and/or
  - (b) Bodily injury to or death of any person

Where the loss, damage, injury or death arises out of or as a consequence of a negligent act or omission of the Business or its employees, agents or contractors, or a breach of the Business's obligations under the Cleaning Agreement or this Agreement. This indemnity will not be defeated or reduced by any reason of negligence, omission or default by the Service Provider, its servants or agents.

- 12.2. The Business agrees to the extent permitted by law that it will not have or make any claim against the Service Provider, its servants or agents for personal injury or death or for property loss or damage suffered by the Business, its servants or agents arising out of or as a consequence of the performance of the Cleaning Agreement regardless of how the loss or injury occurs and whether or not the loss or injury is in any way due to a negligent act, breach of duty, default or omission on the part of the Service Provider, its servants or agents.

## **13. Independent Business**

---

- 13.1. Each Party is and shall remain at all times an independent of the other Party, fully responsible for its own acts or omissions (including those of its employees, agents, contractors or representatives).
- 13.2. Neither Party, nor their employees, agents or representatives shall at any time attempt to act or act on behalf of the other Party to bind the other Party in any manner whatsoever to any obligations.
- 13.3. Nothing in this Agreement shall be construed or deemed as creating any agency, brokerage, employment relationship, joint venture or partnership between the Parties.

#### **14. Non Solicitation**

---

- 14.1. Notwithstanding the terms of clause 13, the Business agrees that it will not during the term of this Agreement and for a period of six months after its termination, directly or indirectly entice away or solicit or accept the business of or deal in any manner with any person, firm or company who was introduced to the Business by the Service Provider during the term of the Agreement and with whom the Business was engaged, involved or dealt with or about which or whom the Business received Confidential Information by virtue of its association with the Service Provider.
- 14.2. If the Business breaches the terms of clause 14.1 then, it shall pay to Service Provider within 14 calendar days of the occurrence of the breach as liquidated damages, and not as a penalty, the sum of \$500 for each any person, firm or company it deals with.

#### **15. Insurance**

---

- 15.1. The Business will provide and pay for all insurance which a reasonable and prudent person would consider to be appropriate in the conduct of a business the same as or similar to the Business's business in providing the Services, including, but not limited to public liability insurance (and workers' compensation insurance policy, if the Business is a Company).
- 15.2. The Business will on request provide the Service Provider with proof of appropriate insurance.

#### **16. Taxes and Expenses**

---

- 16.1. Each Party is at all times responsible for their own costs, taxes, imposts, levies, payments and other outgoings and expenses, including, but not limited to:
- (a) Income tax;
  - (b) Payroll tax;
  - (c) GST;
  - (d) Superannuation guarantee charge; or
  - (e) Workcover charges

in connection with the services under this Agreement. For the avoidance of doubt, this includes any lodgement or payment obligation of a Party, in relation to any of the matters set out in section (a) to (e) above, to any Government Authority arising from a supply made under or in connection with this Agreement.

- 16.2. Unless otherwise specified, all supplies made under or in connection with this Agreement will be on a GST-inclusive basis (if applicable).

#### **17. Benefits**

---

- 17.1. Neither Party (nor any of their employees) has any claim against the other Party for any:
- (a) Annual leave;
  - (b) Personal leave; or
  - (c) Long service leave.

#### **18. Referrals - Customers**

---

- 18.1. Service Provider will provide promotional vouchers to the Business featuring the availability of cleaning services to households which contain a personalised code identifying the Business which the Business may distribute in any manner it chooses (having regard to 'No junk mail' or similar restrictions on mailboxes).
- 18.2. If a holder of a promotional voucher seeks services by making a booking and receiving cleaning services with the Service Provider and has:

- (a) not previously entered into an agreement with Service Provider;
- (b) not previously been accepted by Service Provider as a client; and
- (c) not been referred or introduced to Service Provider by any other person;

Service Provider shall pay a fee to the Business in accordance with clause 20.1.

## **19. Referrals - Cleaners**

---

19.1. If the Business refers a cleaner to Service Provider and the referred cleaner enters into a Service Agreement with Service Provider and has:

- (a) not previously entered into an agreement with Service Provider;
- (b) not previously been accepted by Service Provider as a Cleaner and
- (c) not been referred or introduced to Service Provider by any other person;
- (d) satisfied all of Service Provider's requirements (at the sole discretion of Service Provider) and executed 30 bookings without major complains
- (e) both Business and referred cleaner are actively executing no less than ten (10) bookings a month and managing their profiles on the Website

Service Provider shall pay a fee to the Business in accordance with clause 20.2

## **20. Referral Fees**

---

20.1. Service Provider will pay the Business \$30 (calculated on a GST inclusive basis) for each first time booking made by a referred household the Business refers to Service Provider and for whom cleaning services are provided by a Service Provider.

20.2. Subject to 19.1, the Service Provider will pay the Business \$100 (calculated on a GST inclusive basis) for each referred cleaner.

20.3. The Business acknowledges that the Service provider has the right to change the referral fees payable in clause 20 at its sole discretion

## **21. Customer Satisfaction Bonus**

---

21.1. From time to time and in its sole discretion, Service Provider may pay the Business a Customer Satisfaction Bonus based on the cleaning performance, punctuality and friendliness of the Business.

21.2. Service Provider may make an additional payment to the Business in accordance with its then applicable Satisfaction Bonus Policy for each cleaning service completed which is rated above average by the Customer in a Service Provider Customer Survey and which satisfy the following criteria:

- (a) the Business has accepted and completed at least ten cleaning jobs mediated by Service Provider with an average customer rating of above 4.9 out of 5 stars in the relevant Assessment Period (being a calendar month);
- (b) Every average rating within the relevant Assessment Period below 4.3 out of 5 stars and every instance of a failure to meet required performance criteria (for example a failure to attend a job) will be subtracted from the jobs named in 21.2(a) above.

21.3. The entitlement to receive a Customer Satisfaction Bonus is limited in time and is only upon fulfilment of the conditions referred to in 21.2, during periods which will be notified in writing from time to time by Service Provider to the Business.

21.4. The maximum amount for the Customer Satisfaction Bonus payment is limited to \$200 incl. GST within the Assessment Period.

## **22. Payment of referral fees**

---

- 22.1. Service Provider shall pay the Business referral fees and Customer Satisfaction Bonus on the 9th day of the month following the month in which a Booking is received and cleaning services provided.
- 22.2. The Business is required to invoice Service Provider by the 30th day of the month in which a Booking is received and cleaning services provided for payment in the following month.

## **23. Termination of referral fees**

---

- 23.1. Service Provider may discontinue the distribution of vouchers 7 calendar days after notifying the Cleaner via email of its intention to do so. For all vouchers redeemed within 14 calendar days after the termination of the agreement the Business is still entitled to referral fees,

## **24. Force Majeure**

---

- 24.1. If, by reason of any event of Force Majeure which was outside the control of a Party resulting in the delay in, or prevention from, performing any of the provisions of this Agreement:
  - (a) then such delay of performance shall not be deemed to be a breach of this Agreement;
  - (b) no loss or damage shall be claimed by a Party from the other by reason thereof; and
  - (c) the Parties shall use their best endeavours to minimise and reduce any period of suspension occasioned by any event of Force Majeure.
- 24.2. An event of Force Majeure shall mean and include fire, flood, casualty, lock out, strike, labour condition or industrial action of any kind, unavoidable accident, national calamity or riot, disease, act of God, the enactment of any act of Parliament or the act of any legally constituted authority, any cause or event arising out of or attributable to war or any other cause or event (whether of a similar or dissimilar nature), outside the control of the Parties.

## **25. Assignment**

---

- 25.1. Neither Party may assign, sub-contract and/or transfer their respective rights and/or obligations under this Agreement without the prior written consent of the other Party.

## **26. General Provisions**

---

- 26.1. Time is of the essence in the performance by the Parties of their obligations under this Agreement.
- 26.2. This Agreement must not be amended except by an instrument in writing signed by each of the Parties to this Agreement.
- 26.3. The Parties acknowledge that this Agreement constitutes the entire Agreement and understanding of and between the Parties and that there are no other representations, promises, warranties, covenants, undertakings, terms or conditions, whether oral or in writing, in relation to the subject matter of this Agreement of any force or effect unless contained in this Agreement.
- 26.4. All notices, demands and other communications between the Parties for the purposes of this Agreement shall be in writing and addressed to the Party's address stipulated in this Agreement.
- 26.5. If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Agreement.
- 26.6. This Agreement may be executed in any number of counterparts and all such counterparts when executed and taken together will constitute this Agreement.

- 26.7. It is agreed by the Parties that, notwithstanding the use of the words “writing,” “execution,” “signed,” “signature,” or other similar words, the Parties intend that the use of an Electronic Signatures and the keeping of records in electronic form be granted the same legal effect, validity or enforceability as a signature affixed by hand or the use of a paper-based record keeping system (as the case might be) to the extent and as provided for in any applicable law including the Electronic Transactions Act 2000 (NSW), or any other similar laws.
- 26.8. No right under this Agreement is deemed to be waived except by notice in writing to that effect signed by each party.
- 26.9. No waiver by any party to this Agreement of a breach by any other party shall be construed as a waiver of any subsequent breach.
- 26.10. This Agreement shall be governed by and construed in accordance with the laws of New South Wales and the Parties agree to submit to the non-exclusive jurisdiction of the Courts of New South Wales.

## SCHEDULE

1. \$40 per hour (inclusive of GST, if applicable) for one off service provision;  
\$32 per hour (inclusive of GST, if applicable) for recurring bookings

2. \$0

3. Cleaning Services

In each room:

- Remove cobwebs;
- Dust and clean all accessible surfaces;
- Wipe tables, window sills and cupboard doors;
- Clean and polish mirrors;
- Dust light fittings (if accessible);
- Dust skirting boards;
- Vacuum carpets;
- Vacuum and mop all other floors;
- Empty rubbish bins (if outdoor rubbish area accessible).

Kitchen:

- Clean all bench tops and splashback;
- Clean oven front, hotplates and rangehood (if accessible);
- Clean exterior of microwave, fridge and dishwasher;
- Wipe exterior of all cupboards and drawers;
- Dust and clean exterior of kitchen appliances (coffee machine etc.);
- Clean and polish kitchen sink and taps.

Bathrooms:

- Clean shower tiles and screens;
- Clean bath, basin and vanity;
- Clean toilet;
- Wipe exterior of all cupboards and drawers;
- Empty bins.

Bedrooms:

- Make beds (changing linen not included);
- Dust furniture;
- Clean and polish all mirrors.

Living area and other rooms:

- Dust furniture (such as couches and chairs);
- Dust electronic devices (such as TV).

4. Bookable Extras

- Inside refrigerator cleaning;
- Inside oven cleaning;
- Inside cupboard cleaning;
- Interior window cleaning.



**SIGNED** on behalf of *Helping Australia Pty* )  
*Ltd (A.B.N. 42 169 804 326)* by its authorised )  
representatives: )  
 )  
*Philippe Limes*

*Helping*

## Cleaning Agreement

**THIS AGREEMENT** is made on the date that the Annexure is received by the Customer.

**BETWEEN:**

The **Business**

- and -

The **Customer**

(collectively the "**Parties**").

**RECITALS**

- A. Helping Australia Pty Ltd (ABN 42 169 804 326) ("**Helping**") operates an online platform www.helping.com.au through which Customers can book Businesses for Cleaning Services.
- B. The Businesses are independent cleaning services providers which are registered with Helping to provide the Cleaning Services.
- C. Helping does not offer the Cleaning Services itself but is a third party facilitator of the contracts between Customer and Businesses. Accordingly, Helping can receive and confirm Customers requests for the Cleaning Services, issue invoices on behalf of the Businesses and pass on payments to the Businesses.
- D. Customers enter into two contractual relationships, the first contract being with Helping, governing the Customers' access to and use of the website www.helping.com.au. ("Website Terms and Conditions"). The second contract being this contract between the Customer and the Business for the provision of the Services ("Agreement").
- E. Through the Website, the Customer has requested and the Business has agreed to provide the Cleaning Services in accordance with the terms and conditions of this Agreement.

**AND THE PARTIES HEREBY AGREE:**

**4. Definitions and Interpretation**

---

1.3 In the interpretation of this Agreement the following words shall have the following meanings unless the contrary intention is indicated:

"**Address**" means the address where the Booked Services are to be carried out as identified in the Annexure;

"**Agreement**" means this agreement together with any schedules or annexures hereto, which may be amended from time to time in writing, as agreed to by the Parties;

"**Annexure**" means the email received by the Customer confirming the Business or the email received by the Business confirming its acceptance of the Booking acting as an annexure to this Agreement;

"**Booked Services**" means the Cleaning Services to be undertaken by the Business as defined in the Annexure;

"**Duration**" means the amount of hours that the Customer has booked the services of the Business as identified in the Annexure;

"**Booking**" means the reservation made on the Website for the Cleaning Services to be carried out at the Scheduled Time and Address for the Duration;

**"Business"** means the person or entity named as such in the Annexure;

**"Claim"** shall mean any and all present and future claims, actions, demands and rights howsoever arising out of, or in connection with the Services, including any claim for damages, complaint, action, suit, cause of action or proceedings, arbitration, debt due, cost and expense (including legal cost and expense), demand, verdict or judgment arising out of any provisions under statute, award, order or determination whether or not known at the date of this Agreement;

**"Cleaning Fee"** means the fee (inclusive of goods and service tax, if applicable) for the Cleaning Services charged on an hourly basis, as advised by Helping from time to time;

**"Cleaning Products and Equipment"** means the cleaning products and equipment required to effectively provide the Services;

**"Cleaning Services"** means the standard cleaning services to be provided to the Customer by the Business in accordance with this Agreement, excluding any "end of lease" cleaning services;

**"Customer"** means the person or entity named as such in the Annexure;

**"Dollar"** or **"\$"** means Australian Dollars;

**"Payment Amount"** means the amount payable by the Customer for the provision of Cleaning Services by the Business as identified in the Annexure;

**"Scheduled Time"** means the time and date the Services are to be undertaken by the Business as identified in the Annexure;

**"Website"** means [www.helping.com.au](http://www.helping.com.au) and associated Helping mobile phone applications.

1.4 In this Agreement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any entity, partnership, joint venture, association, corporation and any Governmental Agency;
- (e) a reference to a 'Party', 'Plaintiff' and/or 'Defendant' collectively refers to the respective entity and, without limitation, its directors, officers, members, employees and agents;
- (f) a reference to anything (including, but not limited to, any right) includes a part of that thing;
- (g) a reference to a part, clause, party, annexure, exhibit or schedule is a reference to a part and clause of, and a party, annexure, exhibit and schedule to, this Agreement and a reference to this Agreement includes any annexure, exhibit or schedule;
- (h) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.
- (i) a reference to a document includes all amendments or supplements to, or replacements or notations of, that document;
- (j) no provision of this Agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Agreement or that provision;
- (k) a covenant of Agreement on the part of two or more persons binds them jointly and severally.

## **5. Booking**

---

- 2.4. The Customer has made a Booking and agreed to pay the Payment Amount to the Business through the Website. No cash payments are to be made, and any cash provided to the Business is considered a tip.
- 2.5. The Business confirms that they are able to comply with the Booking, including the provision of Cleaning Services at the Scheduled Time and Address for the Duration.

## **6. Business' Obligations**

---

- 3.1. In providing the Cleaning Services to the Customer, the Business shall:
  - (a) undertake the Cleaning Services with acceptable care and skill;
  - (b) take all necessary steps to avoid any loss and/or damage to the Customer's property;
  - (c) deliver the Cleaning Services in a manner, to the greatest extent possible, which gives the desired results as agreed by the Parties;
  - (d) utilise the Duration effectively and efficiently in providing the Cleaning Services; and
  - (e) deliver the Cleaning Services in accordance with the Booked Services.
- 3.2. The Cleaning Services will be deemed to have been performed and accepted in accordance with this Agreement, if the Customer does not, as soon as practicable, but no later than 24 hours after the completion of the Cleaning Services, advise Helping that the Cleaning Services were not performed to an acceptable standard. Helping shall immediately pass on any complaints to the Business, if the Customer has not already reported the deficiency to the Business. Failure to make contact within 24 hours means Helping is unable to assist with a resolution.
- 3.3. If the Business has performed the Services unsatisfactorily, the Business and the Customer agree to negotiate in good faith to reach an agreement on the reduced time or payment. Helping will facilitate the investigation of the Customer complaint and negotiation for a dispute resolution. The Customer must provide photos of the unsatisfactory areas to Helping within 24 hours.
- 3.4. If for any reason, the Business leaves the Address prior to the scheduled end of the Duration, the Business must notify Helping as soon as practicable. If the customer allows the Business or requests that the Business personnel leave before the end of the booked time the Customer will pay for the booked duration with no time reductions.
- 3.5. If the Business does not complete the Cleaning Services within the Duration, it must notify Helping immediately that the Cleaning Services were not completed and the reason for non-completion. Helping, acting reasonably, will assist the Parties to determine whether the Booking should be extended, or a new Booking should be made. If the Parties cannot agree, the Business should leave the Address at the scheduled end of the Duration.
- 3.6. Statutory entitlements of the Customer against the Business over and above the right to a resupply of the Cleaning Services remain unaffected.
- 3.7. The Business should provide all Cleaning Products and Equipment except for a vacuum cleaner unless the Customer has chosen to supply the Cleaning Products and Equipment.
- 3.8. Cleaning Services provided are not 'end of lease' cleaning services and while the services provided will be to an acceptable standard, they will not be of the nature of an end of lease clean.

## **4. Customer's Obligations**

---

- 4.1. The Customer shall do all things necessary to enable the Business to efficiently perform the

Cleaning Services in accordance with the Booking.

- 4.2. The Customer shall provide the Cleaning Products and Equipment if they have chosen to do so at the time of Booking.
- 4.3. The Customer shall do all things necessary to provide a safe workplace for the Business.
- 4.4. The Customer acknowledges that if more than one person provides the Cleaning Services under the Booking, the Duration will be divided by the number of persons providing the Cleaning Services. *For example, if the Duration of a Booking is two (2) hours and the Business provides a team of two (2) persons to provide the Cleaning Services under the Booking, the Duration will be divided by the number of persons in the team providing the Cleaning Services (so in this example, the Duration will be reduced from 2 hours to 1 hour).*
- 4.5. The Customer should notify Helping of any damage caused by the Business to the Customer's property as soon as practicable, but no later than 24 hours after the completion of the Services.

The customer agrees to only book Helping for the standard cleaning package and extra's available through the site.

- 4.6. Helping doesn't perform end of lease cleans and they are not to be booked through the Helping platform.

## **5. Payment**

---

- 5.1. The Customer agrees that upon the successful completion of the Cleaning Services, Helping, on behalf of the Business will effect the automatic debit of the Payment Amount to the Customer's nominated payment method in accordance with the Website Terms and Conditions.
- 5.2. Helping will issue the Customer with an invoice in the Business' name.
- 5.3. Customer payments to Helping are processed via an overseas gateway and from time to time, financial institutions or payment providers may charge Customers an additional fee for transacting with Helping. If this occurs, the Helping customer care team, will at the request of the Customer, arrange a refund for this fee.

## **6. Changes and Cancellations**

---

- 6.1. The Customer can cancel or amend a Booking on the Website through the customer profile, free of charge, up to 48 hours before the Scheduled Time.
- 6.2. If the Customer cancels or amends a Booking between 24 and 48 hours before the Cleaning Service is scheduled to begin, they will have to pay cancellation costs equivalent to one hour of the Cleaning Fee. If the Customer cancels or amends a Booking within 24 hours before the Cleaning Service is scheduled to begin, they will have to pay cancellation costs equivalent to two hours of the Cleaning Fee.
- 6.3. The Booking cannot be amended, extended or cancelled during the performance of the Services, unless a determination has been made pursuant to clause 3.5.
- 6.4. The Customer acknowledges and agrees that if the Business is unable for any reason to perform the Cleaning Services, the Cleaning Services may be performed by another Business pursuant to the Website Terms and Conditions.
- 6.5. Any fortnightly or other recurring booking cancelled after the first cleaning will be retroactively charged the one-time cleaning rate and any reduced rates charged on the basis of the recurring booking will not apply.

## **7. Refunds**

---

- 7.1. Should the Customer be entitled to a refund as a result of a breach of this Agreement by the Business, the refund will be limited to the Payment Amount.

## **8. Termination**

---

- 8.1. A Party can immediately terminate this Agreement, if the other Party breaches any material term of this Agreement.
- 8.2. This Agreement shall terminate immediately once both Parties have fulfilled their obligations under this Agreement.

## **9. Force Majeure**

---

- 9.1. If, by reason of any event of Force Majeure which was outside the control of a Party resulting in the delay in, or prevention from, performing any of the provisions of this Agreement:
- (a) then such delay of performance shall not be deemed to be a breach of this Agreement;
  - (b) no loss or damage shall be claimed by a Party from the other by reason thereof; and
  - (c) the Parties shall use their best endeavours to minimise and reduce any period of suspension occasioned by any event of Force Majeure.
- 9.2. An event of Force Majeure shall mean and include fire, flood, casualty, lock out, strike, labour condition or industrial action of any kind, unavoidable accident, national calamity or riot, disease, act of God, the enactment of any act of Parliament or the act of any legally constituted authority, any cause or event arising out of or attributable to war or any other cause or event (whether of a similar or dissimilar nature), outside the control of the Parties.

## **10. Assignment**

---

- 10.1. Neither Party shall be entitled to assign and/or transfer their respective rights and/or obligations under this Agreement without the prior written consent of the other Party.

## **11. Dispute Resolution**

---

- 11.1. Neither Party shall start arbitration or court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of this Agreement ("**Dispute**") unless it has complied with this clause.
- 11.2. A Party claiming that a Dispute has arisen must give notice to the other party to this Agreement specifying the nature of the Dispute ("**Dispute Notice**").
- 11.3. During the fourteen (14) day period after a Dispute Notice is served (or any longer period agreed in writing by the Parties), each Party must use its best efforts to resolve the Dispute.
- 11.4. If the Dispute is not resolved following the expiration of the fourteen-day period pursuant to clause 11.3, the Parties must endeavour to jointly engage a Mediator and endeavour to agree on the Mediator's terms of engagement.
- 11.5. If the Parties fail to agree on the engagement of a Mediator and/or the Mediator's terms of engagement within twenty-five (25) days of service of a Dispute Notice, either Party may apply to a local body of accredited mediators to appoint a Mediator and determine the terms of the Mediator's engagement.
- 11.6. Any information or documents disclosed by either Party under this clause:

- (a) is on a without prejudice basis;
- (b) must be kept confidential; and
- (c) may not be used except to attempt to resolve the Dispute.

11.7. Each Party must bear its own costs of complying with this clause, and the Parties must bear equally the costs of any mediator engaged under clauses 12.4 or 12.5.

## **12. General Provisions**

---

- 12.1. Time is of the essence in the performance by the Parties of their obligations under this Agreement.
- 12.2. This Agreement must not be amended except by an instrument in writing signed by each of the Parties to this Agreement.
- 12.3. The Parties acknowledge that this Agreement constitutes the entire Agreement and understanding of and between the Parties and that there are no other representations, promises, warranties, covenants, undertakings, terms or conditions, whether oral or in writing, in relation to the subject matter of this Agreement of any force or effect unless contained in this Agreement.
- 12.4. All notices, demands and other communications between the Parties for the purposes of this Agreement shall be in writing and addressed to the Party's address stipulated in this Agreement.
- 12.5. If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Agreement.
- 12.6. This Agreement may be executed in any number of counterparts and all such counterparts when executed and taken together will constitute this Agreement.
- 12.7. No right under this Agreement is deemed to be waived except by notice in writing to that effect signed by each party.
- 12.8. No waiver by any party to this Agreement of a breach by any other party shall be construed as a waiver of any subsequent breach.
- 12.9. This Agreement shall be governed by and construed in accordance with the laws of New South Wales and the Parties agree to submit to the non-exclusive jurisdiction of the Courts of New South Wales