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 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.

By submitting my application as an Independent Domestic Cleaning Contractor to the Agency for its consideration, 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 and shall conduct myself at all times in such a manner in the performance of services for Clients and in my relationship 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 employer or customer for matters relating to fraud, dishonesty or stealing or behavior involving moral turpitude;
   d. 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;
   e. I am an Independent Domestic Cleaning Contractor and assume all risk related to placements I carry out through the Agency and there is no relationship of employer and employee between the Agency and me;
   f. 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;
   g. I may decline to accept any work offered to me by the Agency at my discretion; and
   h. The Agency may remove me from its register of Approved Independent Domestic Cleaning Contractors at any time at its sole discretion.

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 services 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. I will not charge in excess of the fees prescribed by the Agency from time to time and will provide each Client with a receipt for my services following each service.
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. 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 give the Agency not less than two (2) weeks written notice if I choose to cease working for the Agency or to have my name removed from the Agency’s Register of Approved Independent Domestic Cleaning Contractors.

9. I will immediately return to the Agency any property belonging to the Agency, including any identification badges, business cards and Clients’ keys in my possession if I cease working for Clients of the Agency or if my name is removed for any reason from the Agency’s Register of Approved Independent Domestic Cleaning Contractors.

10. If I cease working for the Agency 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.

11. 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 unless prior approval is given by the Agency; and
   b. I will immediately report to the Agency all referrals that I receive from Clients of the Agency.

12. 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 reputation of the Agency into disrepute or which may cause any damage to the Agency.

13. If I breach paragraphs 10, 11 or 12, 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.

14. 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 carry out my duties to perform the services with the consent of both the Client and the (prior written consent of the) Agency, which the Agency may refuse to provide in its discretion. If another person carries out any of my duties, 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 Absolute Domestics 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.

15. 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 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.
16. 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.

17. 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.

18. 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.

19. 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.

20. If I breach either Condition 18 or 19, 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.

21. 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.

22. I will provide a Police Clearance if required and if I do not provide one I authorise the Agency to apply for and obtain one at my expense.

23. 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 that the Agency may otherwise suffer or incur if I do any act or thing that brings the name of Absolute Domestics or the Agency into disrepute.

24. The Agency will not refer Client work to me 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.

25. 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.

26. I expressly 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. In that event, I will follow the proper direction of the Agency. However, I acknowledge that at all times, I shall be contracting with and principally responsible to the Agency.
Absolute Domestics respects your privacy. We use information collected from you to provide you with work opportunities as an Independent Domestic Cleaning Contractor and to improve and expand our relationship with you and our Clients. Refer to our Privacy Policy Statement at www.absolutedomestics.com.au/privacy.