



# Guardian Angel Home Care Pty Ltd.

A.B.N 59 162 452 879

3/917-919 Heatherton Road, Springvale VIC 3171

☎(03) 9547 9459 ☎(03) 9546 9452

✉ [info@guardianangelhomecare.com.au](mailto:info@guardianangelhomecare.com.au)

## TERMS AND CONDITIONS BUSINESS

### DEFINITIONS:

The terms and conditions set out below constitute an agreement (“Agreement”) between Guardian Angel Home Care Pty Limited (GAHC) ABN 59 162 452 879 trading as Guardian Angel Home Care including businesses trading under any different name which are wholly owned by Guardian Angel Home Care Pty Limited (together “The Company”) and the employing customer (“The Customer”) and/or the recipient of care services (“The Customer”). The Company is acting as a home care service provider and employment business as defined workplace relations act 1996 when dealing with temporary workers. The Terms and Conditions of Business set out below have been made available to the customer. Acceptance by the customer of the provision of care services via the Company will constitute acceptance of these Terms and Conditions of Business (to include any revised versions) a contractual agreement between the Company and the Customer and/or Customer’s and these Terms will be binding whether or not signed by the Customer. Copies of these Terms and Conditions of Business (and any revised versions) are available upon request from our Office. The Company introduces such Carers (as defined below) to the Customer and/or third party and assumes responsibility for the collection and payment of the Carers fees. In accordance with Australian Taxation Office GST related legislation, the Company is required to deduct GST where applicable.

### 1.CHARGES:

The Company’s charges (the “Standard Fee”) for the provision of care services by its employees (the “Carers”) and these will be notified to the Customer and/or third party before the commencement of such services and will be confirmed by the supply of a letter signed by an authorised representative of the Company. Any special charges or terms agreed with the Customer will be confirmed, in writing, by an authorised representative of the Company and in the absence of such written confirmation; it will be assumed that no special charges or terms exist. Any subsequent amendments to the Company’s scale of Standard Fees will be notified, in writing, to the Customer and/or Customer’s. The Company’s Standard Fees are normally reviewed once yearly, but the Company reserves the right, at its absolute discretion, to review its charges at other intervals. The Company will give a minimum of one week’s advance notice of its intention to review its scale of Standard Fee and such notice will be conveyed, in writing, to the Customer and/or Customer’s. All Saturdays are charged at one and half times (1.5 times), Sundays and Public Holidays are charged at double time and half (“2.5 times) to the standard fee quoted by the Company at any time. We guarantee cover for existing live-in care services over Christmas and New Year. Christmas and New Year bookings must be confirmed in writing by the week immediately preceding 30th November at the latest. We will write to you prior to this time to confirm your needs. The Company reserves the right to charge a higher hourly rate when Carers working overnight are continually disturbed (“continually disturbed” meaning disturbance on more than two occasions or for a significant duration during any night). There is a limit on the amount of hours a carer may work daily, and the Company clarifies this when it sends out the contract for the provision of services. This is in order for the Company to comply with its obligations pursuant to the Workplace Relations Act 1996. Where the care service is to be provided for a period of 4 weeks or less, the Company will require a pre-payment (for the full period or as agreed by the Company) which will include a short-term care fee. In the event that a customer is engaging the Company for care services and will fund the same, the Company will require a written purchase order prior to the provision of the care service. The Company reserves the right not to provide the service if such a purchase order is not received in advance. Any other expenses or charges, as may be agreed between the Company and the Customer and/or third party shall be clearly itemised by the Company on their invoice(s).

### 2.PERSONAL FINANCES:

The Company cannot offer or give financial advice to the Customer and/or Customer’s. However, information regarding State or Federal Benefits in relation to home care or disability and related financial assistance with the Company’s charges is available, upon request, from our Office. Such information is based on Australian Government published data. The Company accepts no liability for the accuracy of such data or in respect of any Customer or Customer’s reliance on it.

### 3.INVOICES:

The methods of payment we accept for our services are EFT, Cheque, or cash. GAHC payments terms are 7 days net, and the Company reserves the right to charge interest at 7% and above the applicable base lending rate of NAB on any sums outstanding 14 days and over after the date of invoice. Interest so charged will be calculated on a daily basis on the total amount outstanding until such time as the amount overdue is paid. The Company will give the Customer and/or Customer’s or their authorised representative 7 days’ notice, in writing, of its intention to charge such interest. The Company also reserves the right, upon written notice of 7 days, to terminate the introduction of carers in the event of continued non-payment, or delayed payment, of invoice(s). After the 14 days credit period is over, chasing letters and any subsequent letters for the payment of the outstanding sums will be sent to the customer and the Company reserves the right to recover any legal costs incurred in taking steps to obtain payment.

### 4.CANCELLATION:

The Company reserves the right to charge the Customer and/or Customer’s a cancellation fee equivalent to the cost of 1 day’s schedule service, at the Standard Rate, should the Customer and/or Customer’s give less than 48 hours’ notice of their desire to cancel an assignment for which the provision of Carers has already been agreed with the Company. Hourly charged care services that are cancelled with less than 48 hours’ notice will be charged a full shift. If care is cancelled by the Customer within 24 hours of an agreed start date and time, the Company reserves the right to charge a 48-hour cancellation fee.

## 5. TERMINATION

The Company reserves the right to charge the Customer and/or Customer's its normal Standard Rate charges for a period, of up to, but not exceeding, 1 week, if less than 1 weeks' notice is given of the Customer's and/or Customer's desire to terminate a Live-In assignment (bereavement, hospitalisation or transfer to a Nursing or Residential Home included). The Company also reserves the right to terminate the service forthwith without notice if the Company's service contract is not signed and returned within 7 working days of the commencement of the care service provided. In circumstances where the Company reasonably perceives a significant risk of harm to a Carer, it may give immediate notice terminating the service and this Agreement. The company reserves the right to give notice of one week if the Health and Safety of those involved in the care and support is compromised. To fulfil this notice period the Company may need to insist on additional measures to enable this to occur safely. Similarly, if there is an ongoing disparity with regard to meeting the expectations of the Customer, the Company reserves the right to give not less than one week's notice terminating the service provision.

## 6. MATERIAL BREACH

The Company shall be entitled to terminate this agreement by written notice to the Customer if the Customer commits a breach of this agreement and, in the case of a breach capable for remedy, fails to remedy the breach within 14 days after written notice giving full details of the breach and requiring it to be remedied.

## 7. CONFIDENTIALITY

The professional references and other information obtained by the Company in respect of Carers are confidential and can only be divulged to the Customer and/or Customer's in exceptional circumstances. In the event of such disclosure, any such information provided to the Customer and/or Customer's is provided in strictest confidence and must not be transmitted, in any form, by the Customer and/or Customer's or to any third party.

The Company accepts that all information it holds regarding a customer's state of health or personal affairs is held in confidence. No such information will be divulged to any third party without the express consent of the Customer, the Customer, or their respective legal representatives. Exceptions to this rule include provision of relevant medical or other information, which would form the basis of a normal professional interchange between Carers and a qualified medical practitioner, emergency services, case managers, district nurses or a social worker.

The customer will not (except in the proper course of the discharging its obligations hereunder or under compulsion of law) divulge any information whatsoever concerning the business of the Service Provider. The obligation not to disclose confidential information is ongoing, notwithstanding the termination of any Agreement. For the purposes of this clause, confidential information is defined as all information, in any form whatsoever and how so ever recorded or disseminated, of or relating to the Service Provider which is or has been made available to or received by the customer.

## 8. PRIVACY POLICY

Guardian Angel Home Care Pty Ltd. will at all times comply with Australia's National Privacy Principles, and our privacy procedures have been developed with your rights and needs in mind. Collecting your information. The primary purpose that Guardian Angel Home Care Pty Ltd collects personal information is to ensure delivery of appropriate health and aged care services that are personalised to the needs of the individual.

## 9. DISPUTE RESOLUTION

In the event of there being any dispute arising between Guardian Angel Home Care and the customer and / or customer's arising out of this terms & conditions then either party may make a request in writing to the other that the dispute be referred to an Independent Arbitrator agreed to between the parties.

## 10. NOTICES

Any notice which may be given for any purpose pursuant to this Agreement shall be duly served on the Service Provider if delivered for or posted to the Service Provider at –

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## 11. LIMIT OF LIABILITY

The Company accepts no liability for the action of all persons in its direct employment save for where such actions relate to the duties of the Carers resulting from the course of such employment. The Company takes all reasonable steps, in line with industry standards, to investigate and verify the standards of skill, care, integrity and reliability of the Carers introduced by it.

## 12. FORCE MAJEURE

No liability shall attach to the Company in respect of any acts of God, riots, civil commotion, usurped power, strikes or labour disturbances or any other circumstances which are beyond the control of the Company at any given time.

## 13. INDEMNITIES

The Company has affected a Professional and Public Liability insurance policy to indemnify it against costs incurred in respect of proven acts for which the Company can be held liable in law. The Customer and/or Customer's undertaken to indemnify the Company and the Carers introduced by the Company, for any direct or indirect loss or damage, personal injury or death caused by the negligence of the Customer and/or Customer's or by their default or breach under the terms of the Agreement.

## 14. SUPERVISION

The Company will supervise the Carer during the period of the Carer's assignment so as to ensure satisfaction with the standard of work provided by the Carer. In order for the Company to successfully supervise its Carers the Company asks that the Customer and/or Customer's allows the Company's senior staff to attend the location of delivery of Care Services in order to see the Carer(s) whilst they are providing care for the Customer. It is a legal requirement for the Company to demonstrate supervision of Carers.

If the Customer and/or Customer's, or their authorised representative, is not satisfied with the standard of work performed by the Carer, then such dissatisfaction should be brought to the attention of the Company and if appropriate the Company should be asked to terminate the assignment. The Company should be notified of any such occurrence and, whenever it is reasonable to do so, the Company will endeavour to replace the carer as quickly as possible.

The Customer and/or Customer's will, however, be responsible for paying the Company's charges in respect of the hours worked by the Carer prior to any such termination of an assignment. The Customer and/or Customer, or their authorised representative, are responsible for verifying and confirming the hours worked by the Carer by signing the daily time sheet at the end of each assignment.

## **15. CRIMINAL RECORD CHECK (VICTORIA POLICE OR FEDERAL POLICE CHECK)**

Our staff selection process is very stringent to make sure we screen all our staff carefully and select the right staff with the right behaviours to ensure you get the best care with minimum disruption to your lifestyle. All our Carer's have undergone a police check in accordance with relevant State and Federal regulations to which the Company is subject.

## **16. COMPLAINTS & FEEDBACK**

The Company aims to ensure that all Customer and/or Customers are given the highest degree of care and the best possible service. However, a clearly defined complaints procedure exists, and full details are set out in a separate document, which is sent to all Customers and/or Customers. Further copies of that document are available upon request.

## **17. CUSTOMER'S VEHICLES**

Carers may only drive the Customer's vehicle if covered by adequate insurance (this being the Customer's responsibility) and the Customer will be responsible for checking that their Carer has a valid driving licence and that it meets the Customer's own insurance company's policy and criteria. Neither the Company nor the Carers will be liable to pay any insurance excesses payable to the Customer's insurance company in the event of an accident or any other claim made. The Company reserves the right to ask the Customer and/or Customer's to provide a copy of their valid insurance policy or other proof that the relevant Carer is insured to drive the relevant vehicle. The Company accepts no liability in respect of parking costs and fines, or other motoring penalties incurred by the Carer during the course of provision of the care service. Carers are unable to use their own cars during the course of their work unless authorised to do so by the Company.

## **18. CUSTOMER'S TELEPHONE/INTERNET**

No Carer should use the Customer's telephones (whether landlines or mobiles or the internet) other than on the Customer's behalf. The Company cannot accept any responsibility for any Customer's telephone bills. We recommend the use of call barring on customer telephones.

## **19. BREAKAGES AND DAMAGES IN CUSTOMER'S HOMES**

The Company cannot accept any liability for any breakages/damages or other losses caused by Carers in the Customer's home. This should be covered under the Customer's household insurance contents policy. It is the Customers and/or Customer's responsibility to ensure that the household insurance policy covers the Customer for having a Carer in the Customer's property (whether as live-in care or under hourly care). It will be the responsibility of the Customer/Customer's and/or their representative to give clear, proper, and adequate instructions for the use of items or electrical equipment in the Customer's homes. The Company will not accept any liability for any damage (whether direct or indirect) done by the Carer to any goods or equipment in the Customer's property.

## **20. SEPARATE BEDROOM**

The Company requires that a separate bedroom should be provided for live-in carers and night sleepers. This room is for the carers use only and will be regarded as their personal space. We request that as a minimum a comfortable bed is provided in this room.

## **21. LIVE IN CARERS TIME OFF**

Each live in carer requires as a minimum 2 hours break in each working day. This time should be taken during daylight hours. This requirement is designed to ensure the Company's obligations under relevant employment law. If agreed at the time of assessment some of these hours may be banked to provide longer periods of time off on fewer days the minimum block should be 2 hours. However, the minimum provision must be 14 hours over a 7-day week. Most Customers are happy to remain alone for this period. However, if they are not or if there is a higher level of risk then provision may need to be made via an hourly care provider, day centre, family member or volunteer. The Customer or Customer's will be required to source this and arrange this additional support and to bear any associated costs. Whilst the Company will provide such assistance as it can, it cannot guarantee that it will be able to provide this additional care provision.

## **22. FOOD, BEDDING, CLEANING MATERIALS**

It is the responsibility of the Customer to provide ample food and clean bedding must be supplied for live-in carers, as well as adequate cleaning materials and protective clothing to carry out the service properly. Reasonable consideration must be given to any special dietary requirements and/or preferences of the Carer.

## **23. EXPECTATIONS OF CARER**

Carers are not allowed to smoke, take drugs, or drink alcohol in the Customer's home. We respectfully request that Carers are not offered any of these whilst on duty, whatever the occasion. Carers are not permitted to accept gifts from Customers and/or Customers and Carers are not allowed to lend money to or borrow money from a Customer and/or Customer's.

## **24. EXPECTATIONS OF CUSTOMER AND CUSTOMER'S**

We expect you to have high expectations from us as a Company and in the care you receive. Equally, our carers will expect to be treated with respect, not to be exploited in any way and to have the support of Guardian Angel Home Care Office Team when needed. We value our employees and would respectfully request that they are treated as you would expect to be treated yourself. Any harassment or discrimination of any type will be treated very seriously.

## **25. EQUAL OPPORTUNITIES**

The Company operates an equal opportunities policy and makes no discrimination on the basis of age, race, religion, gender, sexual orientation, marital status or disability.

## **26. VARIATIONS**

These Terms and Conditions of Business constitute all the Terms and Conditions of Business between the Company and the Customer and/or Customer's. No variation of these Terms and Conditions of Business shall be binding unless such variations are agreed upon by both the Company and the Customer and/or Customer's in writing and, in the event that such variations have been so agreed in writing, then those variations shall form part of the Agreement between the Company and the Customer and/or Customer's and these Terms and Conditions of Business, together with any variations agreed, constitute the entire Agreement between the said parties.

## **27. GOVERNING LAW**

Terms and Conditions set out in this document shall be governed by and construed in accordance with the law of the *State of Victoria*. Any agreement between the customer and the service provider regardless of location within *Australia* is deemed to be entered into in the *State of Victoria*, and the jurisdiction and venue for the hearings of any dispute shall be in the *State Victoria*.

**Authorised By: Dennis Corea (CEO)**