



9 Westwood Drive, Blackbutt, NSW 2529. **Website:** <https://duhsa.au>: **Email:** info@duhsa.com.au

SERVICE AGREEMENT

Between

Dial-Up Hospitality Services Agency

And

Name worker or contractor_____



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Agency/Client/Worker, Hospitality Services Agreement

This agreement entered into on this day _____ 20__ between Dial-Up Hospitality Services Agency and the client _____ engaging the agency to place a House keeper, Chef/Cook, Attendant/Waiter, Kitchen hand.

1. Glossary of Terms

Advocacy: Representing the concerns and interests of clients and carers, speaking on their behalf, and providing training and support to enable them to represent themselves.

Advocacy services: Services specialising in the representation of people who work in the hospitality services, their views and interests.

Agency: DUHSA has been established to provide hospitality workers to the hospitality industry namely hotels, restaurant, lodges, caravan parks and Bed and Breakfast institutions. The Agency will work to ensure improved support of the provision of workers to the hospitality industry.

Agreement: A document that sets out the rights and obligations of services provided and to be met by DUHSA, employee and contractor. The agreement covers a variety of issues relating to service provision, fees and charges, the rights and responsibilities of the service provider, employee and contractor.

Complaints Policy: A document that talks about the steps a service will take when a person makes a complaint about them. It also talks about what the person who is making the complaint has to do.

Contractor: The person/ organisation/institution or business that offers contract or temporary work to DUHSA agency worker for agreed payment to the agency. For example, Hotels etc

Policies and Procedures Manual: This outlines process and consist of how a services are to be carried out. It has information about how services will respond in certain situations such as when someone makes a complaint.

Power of Attorney: A document by which a person appoints someone else, usually a trusted family member or friend, to act as their agent with authority to deal with and manage their property and other financial affairs.

2. The Agreement

This agreement documents is a personalised and endorsed arrangement between DUHSA which provides the service user the flexibility and authority to determine service provision requirements and to provide the services or support outlined in this service provision Agreement. Any changes to the



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services provision or requirements listed in this agreement will require prior authorisation from all parties.

The Agency will allocate suitable workers with appropriate levels of experience to service the contractor and hereto the contractor acknowledges and agrees that it may be necessary for the Agency to replace the worker with alternative worker with similar levels of experience where need be.

The Agency warrants that its workers are and shall be competent and suitable in every respect, whether as to qualifications, experience or otherwise, to perform the Services.

The Agency will assign the worker as per provision of the service in relation with the role of hospitality: Housekeeper, Chef, Cook, Attendant, Waiters and kitchen hand. Should the contractor want to employ the worker, the Agency need to be informed in writing.

During the Term, the Client/contractor/worker will not use another agency to provide any of the Services of this contract. The Client/contractor/ worker will notify the Agency in writing of any change to the Authorised Persons during the Term.

The Agency shall not be responsible for any delay in the performance of the services resulting from the unavailability of an authorised person to provide approval.

2.1. Approval

For the purposes of this Agreement Written Approval shall mean approval signified by any correspondence bearing the signature of an Authorised Person.

Oral approval given by an Authorised Person provided this is in circumstances where time does not permit Written Approval and the said oral approval is confirmed within one Working Day by way either of a contact report from the Agency to the client or a fax, letter or purchase order in accordance with the preceding sub-clause.

2.2. Requirements of Services

DUHSA follows the stringent processes of hiring and ensures that it complies with recruitment processes Workers recruited through DUHSA will need to provide certified copies of the following documents.

- First Aid certificate
- Police clearance check
- Have a tax file number
- Work with children clearance
- Provide Contact information
- Pass the interview



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- Check candidates' references
- Verify all information such as: education, work history and conduct nanny skills assessment tests.
- Proof of experience and or training
- Provide vaccination records
- Public liability insurance

3. Client Responsibilities

Client agrees to provide to the agency accurate and detailed information.

Client agrees to negotiate and sign a written agreement with DUHSA. This does not limit the rights of either party to terminate employment.

Worker agrees to provide all pertinent information that he/she needs to perform his/her duties.

Client is obligated to contact agency of any change in schedule via phone or email. The client and Worker/Chef/house-keeper/Attendant and waiter kitchen hand will provide a written agreement to the Agency.

- I. Contractor/client agrees to pay all fees for the hours worked
- II. Client is aware that he/she will need to have a signed timesheet for the work/services performed/ rendered. Client agrees to sign and will retain copy of the timesheet
- III. . Client Agrees to not contact: House-keeper, Chef/Cook Attendant, waiter and kitchen hand outside of agencies knowledge.
- IV. Client agrees to contact agency work outside of the knowledge of the agency.

3. Description of Rights. The Service Provider offers a range of service types in line with the duties required and expected of the housekeeper, chef, cook attendant, waiters and kitchen hand. We will provide details of services, costs, policies, and procedures and other relevant information as an attachment to this service agreement by way of Schedules.

- 4. Client rights and responsibilities Whilst providing or accessing services outlined in this Agreement as a client of DUHSA. Employees and contractors have the right to:
- Have the right to be treated with dignity and respect while providing services under your jurisdiction

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- Have the right to determine the type and range of activities that should be provided and in which the employee should participate
- Have the right to request services in accordance with role expectations provided the request is also in accordance with all applicable legislation
- Have the right to participate in the development of education plan acknowledging that the cost of supports arising from that plan must be able to be met within the funding available for this support
- Have the right to privacy and confidentiality and in keeping with the hospitality legislation act.
- As an employee or contractor will treat staff and other clients with courtesy and consideration at all times
- Respect the needs and opinions of all clients/contractor/employee
- Work cooperatively with agency, contractor and employee regarding issues arising during delivery of services and activities covered by this agreement
- Pay all fees owing by the due date and adhere to the payment regime requirements of the service plan.

Responsibilities of DUHSA

In agreeing to provide this support, DUHSA will:

- respect the rights of the client to determine the range and types of activities they wish to participate in
- work cooperatively and in line with the principle of least restrictive alternative with the client and the activities they have chosen to undertake
- treat information about the client and their activities as private and confidential in line with the client's wishes and with privacy legislation.
- Be responsible for the management and reporting of payments and will receive, where applicable on behalf of the client, their allocated payment, and provide reports for taxation purposes.

Terms of Payment and Agency Fees.



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In this clause, payment of an invoice within a specified number of days means payment within that number of days after the [presentation] [receipt] [date] of the invoice in question.

The Agency will invoice the client/contractor in respect of worker supplied and the client will pay the invoice within seven (7) days. The Agency will invoice the Client in respect of Agency fees fortnightly in advance and the Client/contractor will pay the invoice within seven (7) days.

Where DUHSA require payment in advance, the client shall pay the Agency's invoices in respect of contract works for a specified period of time shall be paid accordingly.

A non-refundable registration fee of \$50.00 is deducted from the first pay and a subsequent administrative fee of 15% is deducted from subsequent service or work

Where the Agency is to be paid on a fee or "time spent" basis (see Clause 12) it is essential that only those services which are listed in this Schedule and have been costed in the remuneration fall within the defined Services.

The Agency shall maintain Records in respect of all expenditure that is reimbursable by the Client under this Agreement.

Records and Audit

The purpose of such records is solely for the purpose of auditing contract compliance and not for the purpose of fee negotiation or the collation by any means of planning information.

Should any audit or inspection of the Records of DUHSA reveal that the client has been overcharged, the Agency shall reimburse to the Client the amount of the overcharge within 14 days.

The Agency will accord the Client all reasonable assistance in carrying out of such audit. The Client and the Independent Auditor will ensure that any information obtained during the audit concerning the Agency's business is kept in the strictest confidence and not used for any purpose other than the proper conduct of the audit.

The Client agrees to maintain accounts and records as are necessary to enable the Agency to conduct an audit of the Client's records and accounts relating to any worker and their payment records. Should any records by the Agency reveal that the Agency has been underpaid, the Client shall reimburse the Agency the amount of the underpayment within 14 days.

Insurance



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Without prejudice to its obligations under this Agreement, the Agency shall affect and maintain with reputable insurers such policy or policies of insurance as may be necessary to cover the Agency's obligations and liabilities under this Agreement, including but not limited to:

- Insurance against risks and safety issues
- Insurance against loss or damage to the Client's Property while in the Agency's worker
- Professional Indemnity Insurance with a limit of not less than ten million per annum. Upon the Client's reasonable request, the Agency shall provide the Client with all such documentation as is necessary to prove the Agency's continuing compliance with its obligations to insure under this sub-clause.
- The Client will insure Property and Items against loss or damage and the Client shall specifically inform the Agency in the event of any Property or Items having an individual or aggregate value greater than five hundred dollars.
- The client/contractor acknowledges and agrees that nothing in this Agreement shall place any obligation upon the Agency to obtain insurance cover in relation to risks arising from terrorism or military action and the Agency shall not be liable to the Client under this Agreement for any loss of any kind arising from terrorism or military action.

Confidential Information

The parties acknowledge a duty not during or after the Term to disclose without the other's prior written permission any confidential information either concerning the other's business, its business plans, customers or associated companies or resulting from studies or surveys commissioned and paid for by the Client.

In particular during and after the Term the Agency acknowledges its responsibility to treat in complete confidence all the workers information and data and sales information and statistics relating to the Client's business with which the Client may supply the Agency in the course of any work for the Client.

The Agency shall impose obligations in terms on its own personnel. Upon written request by the Client, the Agency shall also obtain written assurances from any third parties to whom Information has to be disclosed to enable the Agency to carry out its obligations under this Agreement.

DUHSA will ensure to the best of our ability to protect all information pertaining to family, contact and credit. Also the client agrees to keep all information regarding the prospective DUHSA worker confidential.

Any disclosure of information regarding the DUHSA worker which in any way contributes to any disclosure could be subject breach of contract and damages related to the invasion of privacy.



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Should either party or its employees sustain any loss or liability, costs (including legal costs) or damages as a result of the other's breach of this Agreement, the party in breach shall indemnify the other subject to the provisions of Clause.

The Client/worker warrants that to the best of its knowledge information supplied to the Agency before and during the Term will be accurate and not in any way contrary to law.

Limitation of Liability

The Agency's maximum aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, will in no circumstances exceed the total

The Agency will not be liable under this Agreement for any loss of actual or anticipated income or profits, loss of contracts or for any special, indirect or consequential loss of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

This Agreement states the full extent of the Agency's obligations and liabilities in respect of the performance of the Services.

The parties agree that any condition, warranty representation or other term concerning the performance of the Services which might otherwise be implied into or incorporated in this Agreement, whether by statute, common law or otherwise, is excluded to the maximum extent permitted by law.

The Agency shall use its reasonable endeavours to recoup as much of any monies from third parties as is possible in the circumstances and account to the Client for any sums the Agency is able to recover less the Agency's own costs and expenses.

The Client agrees to indemnify and keep the Agency indemnified against any or all costs, demands, expenses, losses or damages incurred by the Agency arising from or out of any cancellation, delay, alteration or disruption to service provision

5. Complaints and Disputes

DUHSA recognises that contractors and employees have a right to provide feedback to staff, management and Board of Directors to raise suggestions, resolve grievances and commend good performance and encourages all clients to speak up when they are not happy.

Have a clear process for managing complaints about services and ensure the people know how to raise a complaint. If the client has a complaint, a complaints Policy will be followed. A copy of our Complaints Policy will be provided with this service agreement.

Service Fees Attached to this service agreement is the cost proposal for services provided. Payment can be made to an Intermediary (third party who facilitates funds for and on behalf of the Client Advocate who will then forward Invoice to Intermediary for payment to (Name of Service Provider). Invoices will be payable within fourteen (14) days. Direct payments from contractors to be invoiced fortnightly to DUHSA and will be payable within fourteen days. If for some reason the fees cannot be paid for a particular period, the contractor is required to contact the DUHSA or delegate with an explanation as to the problem and negotiate ways for this to be resolved.

Dispute Resolution

If any claim or dispute arises under or in connection with this Agreement, the parties will attempt to settle such claim or dispute by negotiation.

If any claim or dispute cannot be settled by negotiation within [21] days after either party has made a written offer to the other party to negotiate a settlement to such claim or dispute, the parties shall, before resorting to court proceedings, attempt to resolve the claim or dispute by mediation

If the parties have not settled any claim or dispute by mediation within 42 days from the initiation of the mediation, the dispute shall be referred to and finally resolved by the courts in accordance with Fair Work expectations.

Entire Agreement A. This agreement is the exclusive statement between parties and it supersedes all other written or oral agreements made between parties. No other documents, unless mentioned in this statement, nor agreements, whether oral or written, are part of this agreement. No provisions may be modified or changed in any way without the written consent of all parties.

Termination

Either party may terminate this Agreement by service of notice forthwith by notice in writing to the other if the other party:

- Is in material breach of any of the terms of this Agreement and, in the case of a breach capable of remedy, fails to remedy such breach within thirty days (30) days of receipt of written notice giving full particulars of the breach and of the steps required to remedy it; or
- The Agency shall be entitled forthwith to terminate this Agreement by written notice to the Client if the Agency is unable to obtain payments or suitable guarantees have not been made available by the Client within [21] days after the Agency's written request under the provisions of Clause



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Upon the termination of this Agreement and payment by the Client of all items properly chargeable to the Client hereunder, the Agency will give the Client all reasonable co-operation in transferring, subject to the approval of third parties where required, all reservations, contracts and arrangements of the contract

Each party irrevocably agrees to submit to the [non-] exclusive jurisdiction of the Courts of Australia over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.

Either party may terminate this Contract by giving notice [recommended at least one week].

Either party may terminate the Contract without notice if either party is in breach of the work permit condition(s).

In cases where the employer decides to terminate the contract under any circumstances, the employer should ensure proper processes are followed

Any substantial variation or addition to the terms of this Contract shall be deemed void unless made with the consent of both parties to the Contract and a witness through signatories.

In the event of any conflict or inconsistency between any term of this Contract (including the Annexes) in the English language and any translation thereof in any other language, the English language version of this Contract shall prevail.

Any dispute arising from this Contract shall be referred to Fair Trading for negotiation or mediation. If it cannot be settled, the dispute can be referred appropriate office for dispute resolution mechanism.

☐ I have read the following statements and agree to the terms and conditions of this agreement.