

Five Good Friends In-Home Services Agreement

1. General provisions

- 1.1 This Agreement applies to your use of the Five Good Friends in-home services (**in-home services**) to engage Workers (**Workers**) to deliver the in-home services. The in-home services are coordinated by Five Good Friends. **Five Good Friends Pty Ltd (our, we or us)**.
- 1.2 Subject to your acceptance of and compliance with this Agreement, we will provide you with access to the workers to deliver the in-home services.
- 1.3 By clicking on the "I agree" checkbox that is presented to you when signing up for in-home services, you acknowledge that you have read, understood, and accepted this Agreement which will be binding as though signed.
- 1.4 If you do not accept this Agreement at any time, you must immediately notify us and cease to use the Platform.

2. Use of the Five Good Friends In-Home Services

- 2.1 Your use of these services is subject to this Agreement and our Five Good Friends Policies which are accessible on our website.
- 2.2 You represent and warrant at all times that your access and use of the in home-services is in your capacity as, or on behalf of, a genuine individual seeking engagement and not for or in connection with any on-supply agreement, agency, another business, or any similar business or activity.

3. Overview of Agreement

- 3.1 This Agreement defines:
- (a) How you will receive the Services outlined in your Help Plan; and,
 - (b) How you will pay for the Services.
- 3.2 Our obligations include:
- (a) Taking all reasonable steps to meet our responsibilities under this Agreement.
 - (b) Delivering the Services you need under the terms of this Agreement and your Help Plan.

(c) for as long as required, subject to your and our rights to terminate the Agreement.

(d) Delivering the Services in a manner that takes into account your preferences and needs.

3.3 Your obligations include:

(a) Paying all applicable Fees and Charges for the Services.

(b) Complying with your responsibilities under this Agreement and applicable law.

3.4 If you have any concerns regarding this Agreement or if you require assistance, you may seek advice from a financial advisor, legal practitioner, or any other suitable person.

4. Services Provision

4.1 We will provide information in a clear and understandable format about:

(a) the available Services.

(b) the Fees and Charges payable by you for the Services.

4.2 Prior to the Start Date we will consult with you to determine a Help Plan. Your Help Plan will be provided in the App.

4.3 We encourage you to make informed decisions regarding the type of Services and their delivery.

4.4 We will work with you to determine your level of involvement in managing the Services, which may evolve over time based on your changing needs.

4.5 We may need to decline a request for Services if:

(a) It may cause harm or pose a threat to the health, safety or wellbeing of you, a Worker or another person;

(b) It falls outside the Services we can provide;

(c) It would prevent us from fulfilling legal responsibilities;

(d) It contradicts the needs specified in your Help Plan.

4.6 The Services specified in your Help Plan will be provided from the Start Date unless the Agreement ends, or Services are varied or suspended.

4.7 If applicable to your services, you will receive a Budget outlining your Services and the Fees and Charges you will pay.

4.8 If applicable, we will review your Help Plan with you at least annually and make any necessary changes based on your evolving needs. This may include someone other than your Helper checking in with you. It may also include visits to your home and

speaking with any other providers that provide Services to you in connection with your Help Plan.

4.9 If required, we may conduct more frequent reviews of your Help Plan based on specific risk factors identified by our technology or team. This may include someone other than your Helper checking in with you. It may also include visits to your home and speaking with any other providers that provide Services to you in connection with your Help Plan.

4.10 In case of an emergency or disaster, we will make efforts to contact you or your Authorised Representative to determine the essential Services you need and how those Services will be delivered to ensure your safety and wellbeing.

5. Nominating an Authorised Representative

5.1 You may designate an **Authorised Representative** to make decisions on your behalf.

5.2 If you grant decision-making authority to another person (e.g., an attorney under an enduring power of attorney), you must notify us and provide a copy of the legal document granting them these powers.

5.3 Your Authorised Representative may only make decisions within the scope of the powers granted to them.

5.4 We will rely on the information you provide about your Authorised Representative unless notified in writing of any changes.

6. Your Rights and Our Obligations

6.1 We will:

- (a) Treat you with respect and dignity.
- (b) Provide the Services outlined in your Help Plan.
- (c) Protect your privacy and confidentiality in accordance with our [Privacy Policy](#) and this Agreement.
- (d) Communicate with you using your preferred communication method.
- (e) Rely on the information you provide as being accurate and complete.
- (f) only authorise Workers to provide Services you have requested, authorised and consented to;
- (g) Respond to your specific requests as they relate to clinical governance and quality of care outcomes.
- (h) Respect your decisions in accepting and determining Services.

- (i) Assess your needs and consult with you to create the most suitable Help Plan.
- (j) Provide access to the App for accessing information, Services, and communication.
- (k) Provide necessary oversight and governance relevant to your care.
- (l) Seek regular feedback in relation to your experiences to improve the Services provided.

7. Your Responsibilities

7.1 You must:

- (a) Respect the human, legal, and industrial rights of our Workers, including the right to work in a safe environment.
- (b) Treat us and our Workers with respect and not engage in any abusive, discriminatory, or aggressive behaviour.
- (c) Ensure anyone who is present when your Services are provided, or otherwise involved in your Services, care or supports provides the same respect and treats us and our Workers in the same way as we ask you to, as set out in this Agreement.
- (d) Discuss any questions, concerns, or issues with us promptly.
- (e) Pay Fees and Charges on time and in full.
- (f) Care for your own health and wellbeing to the extent you are able.
- (g) Provide accurate information to assist in the development and review of your Help Plan.
- (h) Notify us of any changes to your health or personal circumstances.
- (i) Provide safe access for Workers as per the Help Plan.
- (j) Inform us immediately if you wish to suspend Services for any period, including the date you intend to cease receiving Services.

7.2 This Agreement is for your use only and cannot be transferred or assigned to another party.

7.3 If your needs change and we can no longer provide Services to meet those needs, we may terminate this Agreement.

8. Restrictions in Relation to Dealing with Helpers

8.1 You agree not to do any of the following for the No Dealing Period:

- (a) Solicit or engage with any Worker who has provided Services to you within the last 6 months without our prior written consent.
- (b) Employ or solicit any Services (except through us) from any Worker who has provided Services to you in the past 6 months.
- (c) Encourage or assist any other party in doing any acts referred to in this subclause.

8.2 You acknowledge that these restrictions are reasonably necessary to protect our legitimate business interests, and the No Dealing Period is fair and reasonable.

9. Complaints, advocacy, incidents, and accessibility

9.1 You are entitled to make, without fear of reprisal, a complaint about the Services you are receiving. If you have any concerns about the care and Services you are receiving, we ask that you tell us so we can investigate any problems. Your feedback will be respected and actioned appropriately according to our [Feedback Management Policy](#).

You can make a complaint or give feedback to us directly:

- By phone: 1300 787 581
- Online:
<https://www.fivegoodfriends.com.au/resources/feedback/feedback>
- In writing by addressing your letter to:
Five Good Friends
Level 8, 154 Melbourne Street
South Brisbane Qld 4101

10. Advocacy

10.1 If you need someone to support you or speak up for you, you can get help from an advocacy service which you can find here:

- Disability Advocacy: <https://askizzy.org.au/disability-advocacy-finder>
- Aged Care Advocacy: Older Persons Advocacy Network. Each state operates an information and advice line available between 6am-10pm 7 days a week. Free call: 1800 700 600. You can also fill out a General Enquiry Form on the OPAN website: <https://opan.org.au/contact-us/>.

11. Incidents

11.1 Five Good Friends has a documented incident management system. Our Incident Management Policy is available on our website or you can contact us if you would like a copy of our policy.

12 Accessibility

12.1 If you need an interpreter, you can phone the Translating and Interpretation Service on 131 450 and ask them to put you through to the phone numbers listed above.

12.2 If you are hearing or speech impaired, you can contact the National Relay Service on 133 677 and then ask for the phone numbers listed above.

13. Fees and Charges

13.1 All fees and charges associated with providing you with Services are collectively known as the Fees and Charges.

13.2 Fees and Charges are set by Helpers at their own discretion but we provide recommended rates for common Services. You can negotiate your Fees and Charges directly with the Helper who provides the Services. If the Fees and Charges you agree with the Helper are different to the recommended rate, you can ask your Helper to explain why the Fees and Charges are different. You can decline any Helper at any time for any reason, including their Fees and Charges for Services. Once you have agreed the Fees and Charges with the Helper, the Fees and Charges will be reflected in your Budget. When you accept the Service from our Helper, you acknowledge that you are also accepting the Fees and Charges agreed with the Helper and that your Budget will become part of this Agreement.

13.3 Fees and Charges for Services provided by Helpers will be invoiced weekly by the Helper in arrears and paid for by you in accordance with the Fees and Charges relevant to the Services provided.

13.4 Extra expenses, such as entrance fees, tickets, or meals incurred during Services are not included in your Fees and Charges and will be your personal responsibility.

13.5 You will pay all Fees and Charges by Direct Debit, or any other way we may use from time-to-time.

13.6 You must give us your Direct Debit information before you commence receiving Services. If the Direct Debit Agreement is executed by your Authorised

Representative, we will require evidence that the person is authorised to execute the Direct Debit Agreement on your behalf.

13.7 If you end this Agreement and have overpaid any Fees and Charges, we will refund to you any amount you have overpaid within 1 month after the date you cease receiving Services.

13.8 You will pay all Fees and Charges for travel and transport, which may include a Provider Travel Fee and/or a Member Transport Fee where travel Services are provided.

13.9 Your Fees and Charges may change and we let you know if they change by giving 14 days' notice.

13.10 If your account balance with Five Good Friends is less than zero dollars, Five Good Friends will generate an invoice for the amount in arrears and you must pay the amount within 14 days to restore your account to a positive balance.

13.11 If you have any unpaid Fees or Charges that are outstanding for more than one month, you acknowledge that:

(a) default interest will be charged on the outstanding amount at the Default Interest Rate of 10%, accruing daily from the due date for payment until the amount is paid in full;

(b) we may pursue debt recovery proceedings against you (or your estate if you have passed away).

14. Budgets and Invoicing

14.1 We will work with you to develop a Budget, if applicable, for your services which will be prepared in partnership with you having regard to your goals and assessed needs, preferences, the resources available and the Services you have selected. Budgets are only applicable if a care-managed service is selected.

14.2 Your Budget will set out:

(a) an itemised budget for the Services to be provided as set out in your Help Plan;

(b) the maximum amount of Fees and Charges payable by you in respect of a calendar month.

14.3 Your Budget will be provided via email or posted to you if requested.

14.4 If you request any Services that differ from the Services set out in your Budget after your Budget has been issued, we may not be able to revise your Budget prior to

delivering those Services to you, however you will still be charged for any Services you request.

14.5 We will review and, if necessary, revise your Budget, in consultation with you, if:

- (a) the Fees and Charges change; or
- (b) if you request us to do so, within 14 days of receiving your request.

14.6 You can ask us a question about your Budget at any time and we will help you to understand your Budget.

14.7 We will provide you and your Authorised Representative with your Five Good Friends online account and App, weekly rosters in advance, individual weekly Helper invoices and weekly summary of expenses for the week.

15. Work Health and Safety

15.1 Your residence and the land upon which it is situated will be a workplace for Workers, and is subject to workplace health and safety laws. This includes making sure any equipment used by our Helpers is safe to use.

15.2 You are responsible for:

- (i) Informing us in advance of any risks associated with Workers attending at the place where your Services are delivered.
- (ii) Addressing and rectifying risks at your own cost.

15.3 You agree to allow us and/or your Worker(s), upon giving reasonable notice, to conduct an inspection of the place where your Services are delivered to assess the risks of providing Services. If you know of any risks or hazards in the place where your Services are delivered you need to let us know so that we can look into it.

15.4 Services may be suspended if risks under this clause remain unrectified, and will resume once resolved to our satisfaction.

15.5 In emergencies, we or a Worker may take necessary actions for your safety, including contacting authorities or your Authorised Representative. Emergency steps will be outlined in your Help Plan.

16. Medication Support

16.1 Medication support may be provided as part of your Help Plan if applicable to your Services.

16.2 If medication support is being provided, you understand that:

(a) Helpers can only provide assistance in line with your Help Plan and which is consistent with their training, skills and competence

(b) Helpers cannot assist with:

(i) Making medication decisions relating to medication management (for example, withholding a medication)

(ii) Schedule 8 medications,

(iii) injections.

(iv) food or medication via PEG feeds

(v) setting up or managing a syringe driver.

(vi) rectal or vaginal routes of medication delivery.

16.3 You will be responsible for ensuring the safe storage and sufficient supply of your medications.

16.4 You agree that you will keep a list of your current medications and ensure that it is readily updated by your medical practitioner.

16.5 You agree to notify Five Good Friends of any medication changes.

16.6 You consent to us contacting your healthcare providers regarding your medications.

17. Independent Contractors and Insurance

17.1 We recommend you obtain and maintain home and contents insurance, liability insurance, household WorkCover insurance (if available in your State) and relevant vehicle insurance with a reputable insurer.

17.2 If transportation services are provided as part of your Services using your vehicle, you must ensure your vehicle is roadworthy and fully insured, and provide Five Good Friends with documentation confirming these arrangements are in place if requested.

17.3 Should a claim arise, you agree to assist with facilitating a claim against any insurance you hold and participating in any investigation or other process that may be required to facilitate the claim.

18. Termination and Assignment

18.1 You may terminate this Agreement with 14 days' written notice. You will still need to pay the Fees and Charges for any Services provided during the 14-day notice period and any other Fees and Charges that are outstanding when the Agreement terminates (14 days from the date of your notice).

18.2 We may terminate this Agreement with 14 days' written notice, or immediately if:

- (a) Workers are in danger;
- (b) you intentionally cause damage to property or injure someone; or
- (c) you commit a Material Breach of this Agreement.

18.3 We may transfer this Agreement to someone else (for example, if we sell our business), with 14 days' notice, if needed.

18.4 This Agreement terminates upon your death, however outstanding Fees and Charges will remain payable.

19. Suspension and Changes to Services

19.1 If you do not attend to payment of your Fees and Charges, Services may be suspended until any outstanding amount is made in full. We will notify you of this prior to suspending Services.

19.2 You may request temporary suspension of Services with 24 hours' written notice. We will consult with you about the effect of your suspension on your Budget and your Fees and Charges.

19.3 You must notify us at least 7 days in advance to recommence Services after suspension.

20. Changing and Cancelling a Scheduled Service

20.1 You must provide us with reasonable notice for a change or cancellation of any scheduled Service.

20.2 Changes or cancellations to scheduled Services with less than 24 hours' notice you will still incur full charges.

20.3 If we need to cancel a scheduled Service with less than 24 hours' notice, we will make efforts to reschedule with no additional cost to you.

21. Indemnity

21.1 You agree to release and indemnify us and our Workers from and against any Loss, including in relation to any personal injury or property damage suffered by any person, arising from:

- (i) performance of the Services,
- (ii) third-party claims in connection with the Services,

(iii) breach of your obligations under this Agreement for a reason within your control, or

(iv) Unlawful or negligent actions by you, your Authorised Representative, or visitors.

21.2 The indemnity provided under clause 21.1 will be reduced proportionately to the extent that the Loss or damage was contributed to by any unlawful or negligent act or omission by us or our Workers.

21.3 To the extent permitted by Australian Consumer Law, our liability is limited in respect of future Service offerings. Our website has information about disclaimers and waivers of liability. You agree not to make any claim against us in respect of those disclaimers and waivers.

21.4 This clause will survive expiration or termination of this Agreement.

22. Privacy, Confidentiality, and Personal Information

22.1 Both parties will comply with the privacy and confidentiality obligations as set out in our Privacy Policy.

23. Goods and Services Tax

23.1 If GST applies to a supply made by us under this Agreement, we may recover an amount of GST in respect of each supply, recoverable at the same time as when Fees and Charges become payable, in accordance with the GST Act.

24. General Terms

24.1 **Electronic acceptance:** The parties agree that the Member may accept the terms of this Agreement by ticking a box to confirm acceptance and that this will have the same legal force and effect as manual or 'wet ink' signatures.

24.2 **Counterparts:** This Agreement may be executed in multiple counterparts and if so, the counterparts together constitute one Agreement

24.3 **Notices:** Notices required under this Agreement may be given to you or your Authorised Representative.

24.4 **Costs:** Both parties are responsible for their own costs associated with this Agreement.

24.5 Governing Law: This Agreement is governed by the laws in the Australian state in which the Services are provided and will be subject to the non-exclusive jurisdiction of the courts of that state.

24.6 Severance: If any part of this Agreement becomes unenforceable, illegal or void the remaining provisions of this Agreement will remain in effect to the extent permitted by law.

24.7 Delegation: We may assign our rights, obligations, duties, powers to make decisions or exercise discretion under this Agreement to an agent or supervisor.

24.8 Waiver: Both parties are entitled to exercise any right in this agreement regardless of any previous failure or delay in exercising the right. A party will not be taken to have excused future breaches of this agreement by its failure to deal with past breaches.

24.9 Entire Understanding: This Agreement supersedes prior negotiations and understandings, and contains the entire understanding between the parties.

25. Changes to this Agreement

25.1 We reserve the right to modify, amend, or update this Agreement. Any proposed changes will be communicated to you in writing prior to their implementation.

25.2 Your continued use of the Services after such changes will be considered as acceptance of the updated terms.

26. Contact

If you have any questions or concerns about this Agreement or need further information, please contact us directly.

By using our Services, you acknowledge that you have read, understood, and agree to the terms outlined in this Agreement.

Schedule 1

Definitions and Interpretation

In this Agreement:

Agreement	means this Agreement and includes the schedules to this Agreement.
App	means software applications available for use on your mobile device or other computer in relation to the in-home services you receive through Five Good Friends.
Authorised Representative	<p>means the person who, as at the time of entering this Agreement, the Member has nominated to make decisions on their behalf, who must be:</p> <ul style="list-style-type: none">(a) a person who holds an enduring power of attorney given by the Member; or(b) otherwise duly appointed according to law with the authority and capacity to make decisions on behalf of the Member, including to sign this Agreement on their behalf. <p>The Authorised Representative has full access rights to the Member's account as if they are a Member.</p>
Billing Recipient	means you or the person nominated by you to receive your invoices or other financial information.
Budget	means the budget which sets out the Service items with unique reference numbers, the unit of measure, the quantity and the prices charged for Services and your Fees and Charges.
Default Interest Rate	If any Fees and Charges payable under this agreement are not paid by the due date, the outstanding amount will accrue interest at a rate of 10% per annum, calculated daily and compounded monthly, from the due date until the amount is paid in full.
Direct Debit Agreement	means a direct debit form or agreement we require you to complete from time to time to facilitate payment of Fees and Charges.
Equipment	means any equipment in connection with providing your Services.
Fees and Charges	means all the fees, charges of any kind that we are entitled to charge you under this Agreement.

GST	means a tax, imposed or duty on goods, services or other things introduced by Commonwealth, State or Territory.
GST Act	means <i>A New Tax System (Goods & Services Tax) Act 1999 (Cth)</i> as amended.
Help Plan	means the Help Plan, available in the App or provided upon request, which is for care and support needs you have been assessed as requiring at the time you entered into this Agreement and includes any variations to the Help Plan which may occur from time to time.
Helper	means the person or persons authorised and verified by us to provide Services to you, and who may be an employee, independent contractor, or an employee of an independent contractor.
Loss	means any loss, damage, cost, interest, expense, fee, penalty, fine, forfeiture, assessment, demand, action, suit, claim, proceeding, cause of action or liability of damages incurred by a person, and includes the cost of any action taken by a person to protect itself against any loss or to preserve any right it has under this Agreement and any associated legal fees and disbursements on a full indemnity basis.
Material Breach	means a persistent and serious breach of a Material Term of this Agreement and any other fundamental breach that goes to the very essence of this Agreement and which the Member has failed to remedy despite having been given reasonable opportunity by Five Good Friends to do so.
Material Term	includes: <ul style="list-style-type: none">(a) clauses 13, regarding Fees and Charges;(b) clauses 7 and 8 regarding conduct;(c) clause 15 regarding health and safety; and(d) clause 17 regarding independent contractors and insurance
Member, you/your	means you, the person who receives in-home services from us under this Agreement.
Member Transport Fee	means a fee we may charge you for any travel within a Service.
No Dealing Period	means, the period during which you are receiving Services from a Helper and 6 months thereafter.

Personal Information	has the same meaning as it has in the <i>Privacy Act 1988</i> (Cth).
Provider / We, us, our / Five Good Friends	means Fivegoodfriends Pty Ltd, the provider of the services, and its successors and assigns.
Provider Travel Fee	means a fee we may charge you for travel to a Service.
Service(s)	means the care, supports or Services provided to by us or a Helper and as detailed in this Agreement and your Help Plan.
Service Fee	means fees associated with the provision of Services, provided by Helpers or Five Good Friends employees and payable by the Member in receipt of Services.
Start Date	means the date that you accept this Agreement by ticking the box.
Worker	means a person authorised and verified by us to provide your Services or who carries out work in any capacity for Five Good Friends and includes: <ul style="list-style-type: none">(a) a Helper;(b) an employee of Five Good Friends;(c) a person otherwise engaged (including on a voluntary basis) by Five Good Friends;(d) a person employed or otherwise engaged (including on a voluntary basis) by a contractor or sub-contractor of Five Good Friends and that person provides care or other Services to the Member through Five Good Friends; and(e) a person who is an independent contractor engaged by Five Good Friends.

Interpretation

In this Agreement, unless the context otherwise requires:

1. headings are for ease of reference only and do not affect the meaning of this Agreement and do not form part of the clause;
2. the singular includes the plural and vice versa and words importing a gender includes other genders;
3. words used in this Agreement and defined in the dictionary will have the meaning set out in the dictionary. Other grammatical forms of defined words or expressions have corresponding meanings;
4. a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of, schedule or annexure to this Agreement and a reference to this Agreement includes any schedules and annexures attached to this Agreement;
5. a reference to '\$', '\$A', 'dollar' or 'A\$' is a reference to Australian currency;
6. a reference to a specific time for the performance of an obligation is a reference to that time in the state, territory or other place where that obligation is to be performed;
7. a reference to a right includes a benefit, remedy, authority, discretion and power;
8. a reference to a party includes its executors, administrators, successors and permitted assigns and if more than one, includes those persons jointly and each of them severally, their respective executors administrators and assigns;
9. words and expressions importing natural persons include partnerships, bodies corporate, associations (whether incorporated or not), firms, joint ventures, trusts, authorities, governments and governmental, semi-governmental and local authorities and agencies;
10. a reference to any legislation or statutory instrument or regulation is construed in accordance with the *Acts Interpretation Act 1901 (Cth)* or the equivalent State legislation, as applicable, and includes a reference to an enactment, amendment or consolidated statute and any enactment substituted for the enactment and all legislation and statutory instruments issued under, such legislation or provision;
11. words and expressions defined in the *Corporations Act 2001 (Cth)* as at the date of this Agreement have the meanings given to them in the *Corporations Act 2001 (Cth)* at that date;

12. each clause in this Agreement is not, except where expressly provided, limited in meaning or effect by any other clause in this Agreement;
13. any agreement, covenant, obligation, representation, undertaking, indemnity, guarantee or warranty entered into by a party for or with another person binds them jointly and severally and an agreement, covenant, obligation, representation, undertaking, indemnity, guarantee or warranty in favour of a party for or with another person is for the benefit of them jointly and severally. A release given to the other person shall not release the party from any other obligation. The granting of time or another indulgence to another person will not release the party of its obligations under this Agreement;
14. if the day on which:
 - a. anything, other than a payment, is to be done is not a business day, that thing shall be done on the preceding business day;
 - b. a payment is to be made is not a business day it shall be made on the next business day but if the next business day falls in the next calendar month it shall be made on the preceding business day; and
 - c. if an act, other than a payment or the giving of a communication, is required to be done on a particular day and the act is done after 5pm on that day, it will be deemed to have been done following day;
15. Time is of the essence in the performance of this Agreement.