



Terms of engagement

Thank you for engaging Amanda Horne ABN 89 123 512 103 trading as Every Day PA for your customised personal concierge services or virtual assistant services for committed professionals, business owners, and busy parents. There is no task or project we cannot research, plan, coordinate or organise for your home and personal life. At Every Day PA, we're the experts in helping you get the business of running households and businesses done so you can have back your valuable time for you, your family and your community.

Please take some time to read through the information below carefully. The purpose of this Terms of Engagement (Agreement) is to clarify the roles and expectations for our relationship moving forward so we can both be in alignment during our time working together we can deliver an outstanding service to you.

To request amendments to, or to gain clarification about, this Agreement, contact Amanda Horne at amanda@everydaypa.com.au

While it is expected that this Agreement will be signed and returned by you, you are deemed to have read and accepted the terms and conditions contained in this Agreement upon receipt by you via email AND by continuing to accept and engage the services of Every Day PA.

This Agreement contains the entire agreement between you and Every Day PA with respect to the services you have engaged us for and supersedes and prevails over any prior agreement or understanding (if any) between you and us.

1. Duration of offer

The services and prices as set out in this agreement will remain valid for a period of thirty (30) days from date contract is sent. After 30 days, please check with Every Day PA if there are any changes to the services and prices as set out below.

2. Services

Every Day PA offers the following services

2.1 Magic Box Packages (see the full description and [current package fees](#))

- a) **Time Saver Package** (up to 8 tasks per month from the Magic Box).
This package is for those that need occasional help and is designed to get the majority of your key personal and home tasks done.
- b) **Peace of Mind Package** (up to 16 tasks per month from the Magic Box).

This package is designed for regular, routine tasks to be taken care of while you manage the non-routine and the specialised tasks for their personal and home life.

- c) **Total Freedom Package** (up to 35 tasks per month from the Magic Box).
This package is designed to take care of all routine, mundane and repetitive tasks providing you with the freedom to concentrate on those priorities that matter to you.

- 2.1.1 Each Magic Box Package allows you 12 months to engage with Every Day PA in accordance with this Agreement, for completion of the tasks selected within the package.
- 2.1.2 Each Magic Box Package expires 12 months from the date of purchase.
- 2.1.3 The majority of tasks are commenced and completed by Every Day PA within 7 days of purchase of tasks unless
- i. By prior agreement with you about time frames
 - ii. Clarification is required from you about a task process or outcome
 - iii. A service or product is required to proceed and we are awaiting delivery
 - iv. A query to a supplier or service provider is awaiting a response.

2.2 Prepaid Hours Packages (see the full description and [current package fees](#))

- 2.2.1 You may purchase Pre-Paid hours (minimum purchase 5 hours) for the following
- i. Any Magic Box Task
 - ii. Any tasks that require greater than 30 minutes to complete
 - iii. Any task that needs to be done with you
 - iv. Any task that needs to be completed within your home.

2.2.2 Each Prepaid Hours Package allows you 12 months to engage with Every Day PA in accordance with this Agreement, for use of the hours paid within the package.

2.2.3 Each Prepaid Hours Package expires 12 months from the date of purchase.

2.2.4 Every Day PA will email you the full list of tasks to be accessed by Prepaid Hours.

2.2.5 The majority of tasks are commenced and completed by Every Day PA within 7 days of purchase of tasks unless

- i. By prior agreement with you about time frames
- ii. Clarification is required from you about a task process or outcome
- iii. A service or product is required to proceed and we are awaiting delivery.
- iv. A query to a supplier or service provider is awaiting a response.

2.2.6 30 minutes will be charged for each pick-up/delivery made where less than 2 hours are required at the location for travel and hand-over.

2.2.7 Time will be charged in 15-minute increments

2.2.8 Appointments are available before & after work and on Saturdays.

2.2.9 Clients can allocate tasks by email, SMS, phone or during a normal Magic Box changeover.

2.3 Household Services Review (see the full description and [current package fees](#))

- 2.3.1 The Household Services Review is designed to review household utility contracts and insurances that have not been reviewed in the preceding 3 years, including
- Gas, Electricity
 - Mobile phone plan
 - Internet and NBN
 - Landline phone plan
 - Car insurance
 - home and/or contents insurance

- Landlord insurance
- health insurance to see if they can get a better deal.

Money back guarantee

- 2.3.2 The Household Services Review fee is refundable in full to the Client if a saving of at least \$1 more than the Household Services review fee not achieved through the review process.
- 2.3.3 The Household Services Review is conducted offsite.
- 2.3.4 You will be required to complete an authority to relevant service providers to permit Every Day PA to make enquiries and request information about your household utilities contracts.
- 2.3.5 You will be required to provide clear copies of the relevant bills to Every Day PA electronically within 14 days of purchase of the Household Services Review package.

2.4 Specialty Cleaning Services

- a) Every Day PA provides the following cleaning services:

- Event Cleaning
- Spring Cleaning
- Cleaner Audit Services
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2.5 Estate Services

- 2.5.1 Estate Services is a combination of Magic Box tasks, Prepaid Hours and Specialty Cleaning Services designed to take care of your entire household/business tasks.
- 2.5.2 Every Day PA will complete these tasks virtually or in person as required.

3. Payment

You understand and agree

- 3.1 Payment for all services may be made upfront or monthly.
- 3.2 Payment may be completed via direct deposit (via bank details provided in your invoice), Pay Pal or credit card.
- 3.3 All invoices from Every Day PA are issued in Australian Dollars and do not include GST.
- 3.4 Pricing and service offering is valid for the term of our engagement under this Agreement.
- 3.5 Every Day PA is not under any obligation to maintain the same pricing or service should the Client wish to extend the term of service unless otherwise agreed to by Every Day PA.

Client Expenses

- 3.6 You agree to pay all reasonable expenses incurred on your behalf by Every Day PA.
- 3.7 All expenses will require prior approval by you and detailed description together with relevant receipts or invoices will be provided to you within your next invoice.

Travel Expenses

- 3.8 You will pay for pre-approved travel expenses (flights, accommodation, and taxis) for consultant travel required in the conduct of the contracted services.
- 3.9 Receipts for travel expenses will be provided in the monthly invoice for payment.

Rush Fee

- 3.10 Where any task or tasks require to be completed within 48 hours a 20% premium on the fee will apply.
- 3.11 Where any task or tasks require to be completed within 24 hours or on a Sunday a 50% premium on the fee will apply.

Payment Plans

3.12 Payment plans may be offered to customised services only and may be negotiated on a case by case basis and at the complete discretion of Every Day PA.

3.13 Negotiated Payment Plan details including agreed payment amounts, due dates for payment and payment methods will be provided in your proposal or invoice.

Non-Payment

3.14 Every Day PA is not obliged to begin or deliver services until the fees are paid as agreed.

3.15 Every Day PA reserves the right to refer outstanding fees to a third-party collection service or seek an appropriate legal remedy.

4. Refunds Policy

Refunds are offered in certain circumstances

Magic Box Tasks and Pre-Paid Hours

4.1 A refund (less administration fee of \$35) will apply any unused hours (prepaid) or tasks (Magic Box packages) not utilised.

4.2 Request for refund must be no more than 10 months into the year of the contract.

Specialty Cleaning Services

4.3 A refund is not offered for Specialty Cleaning Services, however in the event, you are dissatisfied with the service, a second clean will be offered without charge to remedy any outstanding tasks related to the cleaning service.

5. Expectations

As a client, there are a number of expected tasks and responses expected from you so that the best outcomes are achieved for you. You agree:

Works & completion

5.1 In exchange for fees paid by the Client for selected tasks and services, Every Day PA will perform the tasks and services in accordance with this Agreement, on the agreed dates and subject to any agreed amendments by the Client.

5.2 You agree to provide requested information to Every Day PA in sufficient detail so as to adequately define your requirements.

5.3 Where the Client fails to provide instructions to Every Day PA in a timely manner and in so doing prevents or otherwise hinders Every Day PA in achieving completion of the works in the allocated time frame, Every Day PA is not liable to the Client for failure to complete works on time.

Availability

5.4 Every Day PA is available during regular working hours 9am-5pm.

5.5 Appointments are offered upon request for after hours and on a weekend.

5.6 Appointments are conducted face to face where location permits, by phone or video conferencing.

Rescheduling

5.7 You may reschedule an appointment time 24 hours or more prior to the booked appointment and subject to availability.

5.8 Cancelling or failing to show for an appointment inside 24 hours of the booked appointment will result in forfeiture of that appointment and you may be invoiced for payment in full for the cancelled appointment in accordance with the terms of this Agreement.

5.9 In the event of a cancellation or no show as described in the paragraph above you will be required to book and prepay a new appointment.

Access

5.10 Where task completion requires after-hours access to your home or office, you agree to provide Every Day PA with a key and reasonable and safe access as needed to complete the required tasks.

Third party service providers or suppliers

- 5.11 Every Day PA does not make recommendations about any particular service provider or supplier.
- 5.12 A range of options will be suggested based on your particular requirements.
- 5.13 You are responsible for your selected option and Every Day PA is not responsible or accountable for any services and outcomes provided by your selected service provider or supplier.

Issue management

- 5.14 Where questions or concerns arise for you about our service you will raise these to Every Day PA so they may be resolved as quickly as possible.
- 5.15 You may contact Every Day PA by phone, text, SMS, or email.
- 5.16 All contact details are available on your invoice.

6. Excluded services

- 6.1 Unless otherwise agreed, Every Day PA is not required to supply any excluded services.
- 6.2 Excluded services include but may not be limited to:
- Management of employees, external contractors
 - Business administration
 - Financial advice or service
 - Personal care services
 - Health care services

7. Disclaimer

- 7.1 Every Day PA makes no guarantees about service outcomes and you accept that given the nature of the services provided by Every Day PA the results experienced by every client will differ.
- 7.2 You accept responsibility for any such variance.

8. Confidentiality

- 8.1 In working together, it is extremely important that the relationship is built on trust. As such Every Day PA is committed to the utmost confidentiality.
- 8.2 All information (written or verbal) that the Client shares with Every Day PA and vice-versa, as part of this relationship will be kept confidential unless disclosure is required for staff, external parties or sub-contractors to fulfil services as part of this agreement, or if required by law (such as fear for your or another person's safety or through a court order or subpoena).
- 8.3 Every Day PA agrees to keep details of all sessions, strategies and plans, passwords, logins, client information, and associated data that is shared for purposes required to complete the contracted services confidential during and after the period of this agreement.
- 8.4 While Every Day PA will do their best to maintain security and confidentiality of all information shared, no responsibility for the security of information shared via third-party applications such as email providers or social media platforms which may be accessible to third-parties.
- 8.5 Every Day PA may share the nature of the meetings or service requests with another professional for the purpose of Every Day PA seeking advice or guidance on how to best be of service.

9. Task and service amendments and expansion

- 9.1 At any time, the client is welcome to upgrade their program or adjust program inclusions depending on Every Day PA availability.
- 9.2 Additional tasks, consultations or service requests will incur additional fees.
- 9.3 Any additional fees that may apply will be presented to the Client in writing prior to commencement and will require agreement to changes in writing via email.

10. Role

10.1 Every Day PA and associated staff and contractors are not employees or servants of the Client, but an independent contractor.

10.2 Every Day PA may sub-contract any of its obligations to the Client as part of this agreement.

11. Termination

11.1 Every Day PA or the Client may terminate this agreement at any time.

11.2 Services termination from either party must be completed in writing via email.

11.3 Where Every Day PA terminates the agreement, any pre-paid services that have not been fulfilled will be refunded to the Client within 14 days of cancellation.

11.4 Where the Client terminates the agreement, the Client is liable to pay out the remaining due fees of the contract term or any outstanding fees within 14 days of cancellation.

12. Warranty & indemnification

12.1 Every Day PA warrants that the contracted services will at all times be carried out:

- diligently;
- with proper care and skill; and
- in accordance with the terms of this agreement.

12.2 The Client indemnifies Every Day PA against all claims for any kind of legal relief whatsoever arising in any way out of or in connection with:

- a) the carrying out of, or failure to carry out the contracted services; or
- b) any breach of this agreement.

12.3 The indemnity does not apply to the extent that any claim is caused by the negligence or a breach of this agreement by Every Day PA.

13. Dispute resolution

13.1 Subject to the provisions of this agreement, any dispute arising out of, or in connection with, this agreement must be resolved in accordance with this clause.

13.2 A dispute, as referenced in this agreement, is classified as an issue that cannot be resolved between the two parties amicably.

13.3 Should any issue arise between the parties, the first process is to attempt friendly discussion and negotiation to attempt to come to an agreed resolution.

13.4 If an agreement cannot be made, the parties must refer the dispute to the Office of the Small Business Commissioner who will attempt to resolve the dispute through facilitation processes, direct negotiation or mediation as appropriate.

13.5 Both Parties agree to act in good faith during the resolution process to reach an outcome that is satisfactory for both parties.

13.6 Any settlement reached by this process will be documented and is legally enforceable.

13.7 If the Dispute is not resolved through referral to the Office of the Small Business Commissioner under this clause either party may then, but not earlier, commence proceedings in any court of competent jurisdiction and in the state of South Australia.

13.8 Each party will continue to perform this Agreement (other than in respect to the matters which are in dispute) notwithstanding the existence of a Dispute or any proceedings under this clause.

13.9 Where a party fails to comply with the mediation procedure provided for in this clause, the other need not comply with this clause before commencing court proceedings relating to the Dispute.

14. Limitation of liability

14.1 Liability for the services provided by Every Day PA is governed solely by Australian Consumer Law and this agreement.

14.2 Nothing in these Terms removes your Statutory Rights as a consumer under Australian Consumer Law.

14.3 Except for your Statutory Rights, all materials and services are provided to you without warranties of any kind, either express or implied.

14.4 To the extent permitted by law, Every Day PA excludes all express or implied representations, conditions, guarantees, warranties and terms relating to any services except those set out in this Agreement, including but not limited to implied or express guarantees, warranties, representations or conditions of any kind, which are not stated in this agreement.

14.5 Every Day PA guarantees all services and advice are supplied to the Client with due care and skill.

15. Governing law

The Terms and Conditions in this Agreement are governed and construed in accordance with the laws of the state of South Australia.

16. Waiver

No failure or delay on the part of a party to exercise any right power or remedy operates as a waiver nor does any single or partial exercise of any such right power or remedy preclude any other further exercise of them or the exercise of any other further exercise of them or the exercise of any other right power or remedy.

Thank you for reading this document.

Please confirm by return email that you have read and agreed to these terms of this Agreement.

Please note: While it is expected that this Agreement will be signed and returned by you, you are deemed to have read and accepted the Terms and Conditions contained in this Agreement upon receipt by you via email AND by continuing to accept and engage the services of Every Day PA.