

Terms and Conditions: Administrative Services

These Terms and Conditions are between 2Wards Driving Pty Ltd (the “Company”) and a Service Provider who has registered to use the digital administration services provided by 2Wards Driving Pty Ltd. Registration is deemed complete when the Service Provider is issued with a username and login to access the digital platform.

The Service Provider acknowledges and agrees that:

1. the Term of Agreement starts on the first day administrative services are supplied by the Company and ends on the Termination Date.
2. administrative services utilized for dates after the Termination Date are subject to scheduled fees and payable by the Service Provider on the Termination Date.
3. they are an independent service provider who have engaged the Company to provide administration services for their own business.
4. they are not an agent, an employee, licensee or a contractor of the Company.
5. they shall not represent themselves as an agent, an employee, licensee or a contractor of the Company.
6. they agree that the Company may restrict or delay delivery of any service if the Company considers the volume of requests exceed reasonable usage levels. The Company may request a Fee for Service for completing excessive requests by the Service Provider.
7. they are responsible for setting their own work hours by utilizing the Company digital platform.
8. they can accept or reject a booking without cost by providing the Company with 48 hours notice.
9. their customer has a direct financial relationship with the Service Provider and the Company is exclusively responsible for supply of digital administration services to enable transactions between the Service Provider and their customer.
10. they authorize the Company to maintain a copy of customer data and the Company has full control of how this data is used.
11. all services booked directly between a Service Provider and Customer, irrespective of the method of that booking, are liable for the Administration Fee.
12. they can terminate the Company provision of Administration Services by giving written notice to the General Manager or Managing Director.
13. the Company can terminate the provision of Administration Services if the Service Provider fails to deliver the service at an adequate professional standard, causes the Company reputational harm or for any reason as determined solely by the Company.
14. the Company can act as an Agent on behalf of the Service Provider.
15. they comply with the relevant licensing and legislated requirements to legally deliver the Scheduled Service.
16. they are physically and mentally fit to deliver the Scheduled Service safely and legally.
17. they have a working with children (Blue Card or equivalent) authorization and inform the Company immediately of any changes in this status.
18. they verify that the Customer can legally complete the service prior to the scheduled Service, for example by verifying licence.
19. they maintain accurate business, contact, bank, GST status and emergency contact details with the Company.

20. without prejudice to any other right or remedy that the Company may have, the Service Provider indemnifies and keeps the Company indemnified from and against any Claim arising out of any breach or default by the Service Provider of their obligations including:
 - a. Any breach of any warranty or condition by the Service Provider
 - b. Any representation given by the Service Provider which is deceptive or misleading
 - c. Any negligent or unlawful act or omission by the Service Provider including speeding fines and parking infringements; and
 - d. Any insurance excess on Claims made by a Service Provider, whether or not the insurance premiums were paid for by the Service Provider.
21. they will maintain at all times and provide the Company a copy of
 - a. Public Liability Insurance of at least \$10,000,000 AUD for any one event; and
 - b. Professional Indemnity Insurance with a minimum coverage of \$2,000,000 AUD for any one event; and
 - c. Insurance covering him or her in respect of all liability (including under statute and common law) for death of or injury to the Service Provider or Customer while completing the Scheduled Service.
22. they are exclusively engaging the Company to provide Administrative Services.
23. there is no obligation for the Company to provide any Administration Services to the Service Provider after the Termination Date. At the sole discretion of the Company, limited services may be provided after the Termination Date at a Fee determined for by the Company.
24. the following clauses survive the termination or expiry of this Agreement:-
 - a. Clause 10
 - b. Clause 11
 - c. Clause 19
25. in a Force Majeure Event, a party (“the Affected Party”) will not be liable for any failure to carry out an obligation under any provision of this agreement to the extent that the failure was caused by events or circumstances beyond its reasonable control including, but not limited to, acts of God, fire, accident, declared pandemic, state of emergency, interruptions to energy supply, strike, riot, civil commotion or war whether declared or not.
26. subject to Clause 25, the Affected Party must do all things reasonably necessary to mitigate the effect of the Force Majeure Event on the performance of its obligations. The Affected Party must, within five (5) days of the Force Majeure Event, provide written notice to the other party of the Force Majeure Event, setting out in reasonable detail the nature of the Force Majeure Event, the Affected Party’s obligation affected by the Force Majeure Event, the reasonably likely length of time that the Force Majeure Event will subsist, and the steps taken by the Affected Party to mitigate the effect of the Force Majeure Event.

Administration Services provided by the Company

By utilizing the Company System, the Service Provider acknowledges, agrees and engages the Company to provide the following services for an Agreed Fee:

1. Maintenance of a website where Customers can search for Service Providers to deliver listed services in a defined area.
2. Provide operational access to the Service Provider up to the Termination Date of the agreement or utilize alternative processes as may be required from time to time. (eg manually emailed schedules).
3. Provide an online shop where products, packages and individual Services can be purchased by customers.
4. Complete the required marketing programs as required to generate new customers.
5. Determine a consistent pricing methodology for the specified Services.
6. Provide a digital payment gateway to collect customer credit card, direct deposit, Afterpay or other payment alternatives which may vary from time to time without notice.
7. Collect all payments on behalf of the Service Provider, hold funds on behalf of the customer and remit customer purchases to the Service Provider based on the number of Scheduled Services delivered during the payment cycle, less the Agreed Fee and other Fees as payable from time to time.
8. Operate a customer service centre to receive phone calls, emails, messenger chat or other communication methods that may vary from time to time. The customer service centre will facilitate linking customers to Service Provider based on the customer needs, Service Provider availability and other factors at the sole discretion of the Company.
9. Engage directly with customers on the Service Provider's behalf to manage initial complaint resolution. In the unusual event of an extended complaint resolution process, the Company may provide support on a Fee for Service basis. Additional Fee will be approved by the Service Provider prior to delivery of the additional Service.
10. Proactively conduct outbound marketing to assist in improving Service Provider utilization.
11. Maintain an active social media presence and use Service Provider content where appropriate.
12. Manage external review processes and respond to your customer feedback on your behalf.
13. Provide internal review processes and provide feedback from your customer as necessary.
14. Provide printed marketing materials as appropriate.
15. Identify new products and emerging market trends on your behalf and report these as necessary as determined by the Company.
16. Provide ongoing support, including after-hours response for emergency assistance when possible.
17. Maintain communication channels including, but not limited to, email, Messenger and phone lines.
18. Provide support or suggestions for supported businesses gained from the Company's knowledge and experience.
19. Provide industry updates from time to time.
20. Provide a forum to communicate and share experiences with other Service Providers.
21. Complete market research and competitor reviews, as determined by the Company, and shared with Services Providers.

22. On a Reasonable Endeavours basis, maintain, and have available for short term rental, spare vehicles if the Service Provider's vehicle is unavailable.

The Service Provider agrees that the above services may be expanded, reduced, modified, suspended, deferred, delayed or otherwise restricted, as deemed necessary by the Company from time to time.