



# Application to become an Angel Housesitter

Welcome to **Angel Housesitters Pty Ltd**. We have been offering our services to the families and homes of Perth since 1993 and pride ourselves in our selection of Housesitters and Clients. We take a professional and responsible attitude towards our goal of being 'The Housesitting Agency of Perth' and to attain this we like to work together as a team.

## You want to become an Angel Housesitter?

To become one of our fabulous **Angel Housesitters** you first need to read the sitter responsibilities outlined below and then:

- Complete the registration form and post it to PO Box 154 Mt Hawthorn Western Australia 6915
- Attend an interview with one of our Angel Housesitting business consultants
- Provide a current Police Clearance Certificate (not older than three months)

To ensure that your Angel Housesitting experience for both yourself and the Angel Housesitting client we require the following mutual responsibilities.

## The Angel Housesitter role

- Should you encounter any problems during the house sit you must contact **Angel Housesitters Pty Ltd**. This contact can be made 24 hours each day. Immediate contact is required in case of an emergency.
- Treat the property with care and respect, both inside and outside.
- You must complete basic maintenance requirements as agreed upon with the home owner. These requirements will normally cover maintenance of gardens, pools etc.
- Clean up both your own mess and that of any visitors that you have during the sit.
- The number of visitors that you are permitted at any one time is agreed with the home owner at the time of initial interview.
- Absolutely no parties are allowed.
- No children or pets are allowed on an **Angel Housesitters** clients' property without prior agreement by the client.
- You will be responsible for looking after the property and any pets as agreed with the home owner at the time of the initial interview.
- You must provide all of your own food (and replace any of the home owners' food left in the home that you have consumed during the term of the housesit).
- Unless you are on shift work, be in the house between 12 midnight and 6am the next morning.
- You must keep a record of all telephone calls (both incoming and outgoing) and pay for your own calls made.
- Pay all excess utility expenses that you created during the sit.
- The property is to be left clean and tidy at the end of a house sit.
- It is **Angel Housesitters** strict policy that a *No Smoking* rule applies to all homes unless otherwise agreed with the home owner.

Once you have been placed on the Housesitters Register of **Angel Housesitters Pty Ltd**, you will be contacted when a suitable housesit that matches your profile arises. You will then:

- Meet the homeowner to both view the property and ascertain the housesit requirements.
- If the homeowner wishes to proceed, you will need to get the homeowner to sign our standard contract and ensure that your bond has been lodged with us (we hold this in a separate non-interest bearing trust account).
- Just prior to the sit you will meet with the homeowners to ensure that you have a clear understanding of all of the owner's requirements for the sit.
- Move into the property on the day that the homeowner leaves under immediate advice to us that the sit has commenced.
- Similarly you must vacate the premises on the day of the owners return also under immediate advice to **Angel Housesitters Pty Ltd**.
- You will agree not to privately house sit for any home owner introduced to you by **Angel Housesitters Pty Ltd**. This is for both your protection and that of the Angel Housesitters agency.

A representative of **Angel Housesitters Pty Ltd** will check with you from time to time to ensure that all is proceeding smoothly with the sit and may also call on you to ensure that sit conditions are being met.



# Application to become an Angel Housesitter

If there is insufficient space in any section of this form, please attach additional sheets of paper to your application.

## You and how to contact You

### APPLICANT ONE

Family name	Given name(s)	
Contact address		
Suburb or town	Postcode	
Telephone (home)	E-mail address	
Telephone (work)	Mobile	
Occupation	Employer	
Employer's address	Employer's telephone	Hours worked per week
Drivers licence number	Are you a smoker? (please tick)	<input type="radio"/> Yes <input type="radio"/> No

### APPLICANT TWO (SHARED HOUSESIT)

Family name	Given name(s)	
Telephone (work)	Mobile	
Occupation	Employer	
Employer's address	Employer's telephone	Hours worked per week
Drivers licence number	Are you a smoker? (please tick)	<input type="radio"/> Yes <input type="radio"/> No

## Your preferences

Are you registered with any other housesitting agency? (please tick)	<input type="radio"/> Yes <input type="radio"/> No
Why do you want to become a housesitter?	
What is your preferred area to housesit in?	
When are you available?	What is the minimum term you are able to sit for?
Do you have children that may be staying or visiting occasionally?	
Are you aware that this is not a paid position? (please tick)	<input type="radio"/> Yes <input type="radio"/> No

## Your referees

Name	Telephone
Name	Telephone

## Declarations and signatures

I declare that the information on this form is true and correct.  
I declare that I have provided Angel Housesitters Pty Ltd with all information about me, my skills and qualifications and any issues relevant for Angel Housesitters Pty Ltd to assess my application.  
I confirm that I have read, understood and agree to the Terms of Service and I agree to be bound by them.

Name of Applicant One	Name of Applicant Two
Signature	Signature
Date (dd/mm/yyyy)	Date (dd/mm/yyyy)

# Angel Housesitters Pty Ltd Terms of Service

In these Terms, 'We', 'Our' and 'Us' means **Angel Housesitters Pty Ltd** (ABN 24 109 848 919) and includes its agents, servants, contractors, licensees, invitees, successors and assigns; 'You' and 'Your' means the person whose name appears next to the signature on the front of your application to become a housesitter for Us. You provide the Service to Us on these Terms of Service. You accept these Terms of Service and agree to be bound by them. We reserve the right to amend these Terms of Service from time to time.

## 1 Contract formation

- 1.1 A Contract will come into existence upon acceptance of Your application by Us. The contract will be deemed to be concluded at the time of acceptance by Us and the place of Our office. You represent and warrant that You will provide the Service to Us.
- 1.2 The products sold and/or services rendered by You are subject to these Terms to the exclusion of any other terms and conditions stipulated or referred to by You. You acknowledge and agree that You are aware of the contents of and agree to be bound by these Terms.

## 2 Security deposit

- 2.1 Upon registration with Us you must pay Us a security bond in the prescribed amount (which is currently \$250.00).
- 2.2 We agree to hold this security deposit in a trust account until such time as You notify Us in writing of your wish to withdraw your application from Our company or if We determine in Our absolute discretion that You have breached your obligations to Us under clause 3.2 of these Terms.
- 2.3 Subject to clause 2.2, We will refund Your security bond once We have ascertained that all your liable expenses incurred in Your contract home have been paid for by You in full.
- 2.4 If after 30 days of being registered with Us You have not been successful in obtaining a contract home, You may elect in writing to a refund of Your security deposit in full.

## 3 The Service

- 3.1 You agree to provide the Services to Us and Our customers in accordance with these Terms. You agree to perform the Services and deliver the Deliverables set out on the home owner's application in accordance with the terms of these Terms.
- 3.2 You agree that:
  - (a) You provide the Service in consideration for lodging at the property of Our customer; you are not entitled to actual payment from Us for providing the Service
  - (b) You must supply Your own food, toiletries and cleaning products whilst in a contract home.
  - (c) You must pay for the cost of any telephone calls made during Your stay in a contract home, except any that may be made by you to the homeowner or to Us.
  - (d) If you are in a contract exceeding 8 weeks or 56 days, You must pay the cost of gas and electricity and any other utilities from the commencement of the contract, except if the home has a swimming pool or is operating more than one fridge and freezer. In this case the cost will be negotiated and is usually 50% of the total bill.
  - (e) We will contact You when an appropriate contract becomes available and You must contact Our customer as soon as possible. Failure to do so may result in the contract being cancelled. If this happens, You will be liable for the fee lost from that contract. If You are having difficulty contacting Our customer, You must notify Us immediately.
  - (f) You must sleep in your contract home every night. No persons who are not registered with Us are permitted to stay overnight with You. The only exceptions to this rule are (i) where written approval has been obtained from the client; or (ii) a medical emergency, whereby We must be notified immediately so that a replacement housesitter can be arranged if necessary.
  - (g) You must not allow more than 6 people to be in the contract home at any one time.
  - (h) You must not host and parties at the contract home.
  - (i) You must be at the home each evening of the contract by midnight, unless written authority to the contrary has been obtained from Us or Our customer.
  - (j) You must abide by the homeowner's NO SMOKING policy if it applies.
  - (k) We will telephone You when an appropriate contract comes in for You. Once You have agreed to sit the client's home the contract is set, therefore failure to fulfil the agreement will mean either (a) forfeiture of your security bond; or (b) you will incur a fee of \$100 if a replacement can be found by Us.
  - (l) If you are unable to complete Your contract with Our customer, You must pay Us a fee of \$100 except when Our customer extends the contract after it has commenced.
  - (m) If you are unhappy with the condition of the contract home upon Your arrival for commencement of a housesitting contract, You must contact Us immediately so that an inspection can be conducted.
  - (n) Upon completion of Your contract, the house and garden must be left clean and tidy and all linen washed.
  - (o) Any further bookings with Our customer must be made through Us.
  - (p) You agree to contact Us immediately if anything occurs that may result in Our customer being concerned upon their return (e.g. carpet cleaning, vet visits).
- 3.1 Each of the obligations referred to in clause 3.2 are essential terms of these Terms.

## 4 Accepting a Service

If We notify You within two days of the return of Our customer that You have not performed the Services in accordance with these Terms, then you irrevocably authorise Us to deduct such amount from the security deposit as we deem reasonable to pay the costs of remedying Your default, including paying our reasonable administrative costs.

## 5 Events beyond Your control

Neither party will be liable for any delay in performing any of its obligations under these Terms if such delay is caused by circumstances beyond the reasonable control of the party so delaying, and such party will be entitled to a reasonable extension of time for the performance of such obligations.

## 6 Limitation of liability

- 6.1 You warrant that the Service performed by You is fit for any particular purpose and will be provided to a satisfactory quality and/or complies with description.
- 6.2 You agree that to the extent permitted by law, in relation to third party products or services used by You at the contract house that you will use and operate them in accordance with the relevant manufacturer's instructions, and if none, then you will take reasonable steps to inform yourself of those instructions.

- 6.3 You acknowledge that We will not be liable to You in contract or in tort for any loss or damage suffered by You or any one You permit into the contract house.

- 6.4 You will indemnify Us and keep Us fully indemnified against any loss of or damage to any property or injury to or death of any persons caused by any act or omission of whatever kind and howsoever occasioned whether by You, Your employees, agents or sub-contractors, licensees and invitees or otherwise and by any breach of Your contractual obligations and warranties and representations given in these Terms.

- 6.5 To the extent permitted by law, You acknowledge and agree that We will not be liable to You for any incidental, indirect, special or consequential damages arising out of or in connection with the performance by You of the Service, use or performance of your property or ordering third party services on Your behalf, even if You have been negligent.

- 6.6 You acknowledge that Our public liability insurance policy is limited to \$5,000 for any single event and has an excess of \$1,000.00 for each claim that is valid due to Your negligence. If a claim is made by Us, You or one of Our customer's on this policy, then You agree that are liable for this excess and for any amount above the policy's limitation.

- 6.7 Time is of the essence in any service response times stated by Us to You in an emergency and You will be liable for any direct or indirect loss or damage arising from Your failure to meet such response times, howsoever occasioned.

- 6.8 To the extent permitted by law, any typographical, clerical or other error or omission in sales literature, quotation, price list, acceptance of offer, invoice or other documents or information issued by Us will be subject to correction without any liability on the part of Us.

## 7 Confidential information

- 7.1 At all times during the performance of the Service and after the Service has been performed you will keep secret confidential information acquired by You about Us and about any aspect of Our customer and the contract house, including security arrangements (and lack thereof) and property owned by Our customer.

- 7.2 You will not disclose or make known any confidential information or anything related thereto to any person, firm or entity or use any confidential information except to the extent required to perform the Service to Us.

## 8 Renewal and termination

- 8.1 You agree to be bound by these Terms each time You provide the Service to a customer of Ours, even if You have completed the application on one occasion only.

- 8.2 Nothing in these Terms detracts from or otherwise restricts Our right to terminate remove You appointment as Our housesitter without notice on the grounds of misconduct.

- 8.3 Your services may be terminated forthwith at Our sole discretion if, in Our opinion, you:

- (a) Are guilty of any dishonesty or misconduct;
- (b) Are convicted of an indictable criminal offence;
- (c) Neglect to give proper personal attention to performing the Service;
- (d) Are adjudicated bankrupt or enter into a scheme of arrangement or composition with your creditors;
- (e) Disregard or disobey any of Our policies or procedures in a manner that jeopardises Our good standing and reputation or significantly detracts from the efficient conduct of Our business;
- (f) Disclose to any person, any confidential information contrary to these Terms.

## 9 Your representations and warranties

You represent and warrant that:

- (a) You are authorised to enter into these Terms;
- (b) You possess the skills and capabilities to provide the Service according to good practice and in accordance with law;
- (c) You will refrain from contacting or engaging Our customer for at least 12 months from the date You leave the contract house (and if on more than one occasion then on the last date).

## 10 Miscellaneous

- 10.1 A provision or a right created under these Terms may not be waived except in writing signed by the party granting the waiver or be varied except in writing by the parties.

- 10.2 If the whole or any part of a provision of these Terms is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of these Terms has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of these Terms or is contrary to public policy.

- 10.3 The rights, powers and remedies provided in these Terms are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of these Terms.

## 11 Independent contractor

You are an independent contractor of Ours and nothing in this agreement makes You a servant, agent, joint venturer, employee or partner of Ours for the purposes of any laws relating to superannuation, payroll tax, worker's compensation or any other laws.

## 12 Interpretation

- 12.1 Headings are inserted for convenience and do not affect the interpretation of these Terms.

- 12.2 Unless otherwise stated, 'Service' means residing at the property of one of Our customers and performing all obligations expected by the customer of You whilst you reside in their property in accordance with the terms of these Terms.

**EXECUTED as an agreement.**