

Please complete this form to register as a Friend with Selby Anda Quality Care

Form completed by:

| PERSONAL DETAILS |       |         |           |
|------------------|-------|---------|-----------|
| Surname:         |       |         |           |
| First Name:      |       |         |           |
| Middle Name:     |       |         |           |
| Gender:          |       |         |           |
| Date of Birth:   |       |         |           |
| Address:         |       |         |           |
| Suburb:          |       | State:  | Postcode: |
| Phone No:        | Home: | Mobile: |           |
| Email:           |       |         |           |

| SUPPORT CONTACT DETAILS |                 |
|-------------------------|-----------------|
| Family Member:          |                 |
| Name:                   | Contact Number: |
| Friend:                 |                 |
| Name:                   | Contact Number: |
| Medical:                |                 |
| Name:                   | Contact Number: |
|                         |                 |

| COMPANION CARD   |
|--|
| Do you have a current Companion Card? (For more details click <a href="#">here</a> ) |
| Yes <input type="checkbox"/> No <input type="checkbox"/>                             |

| PREFERRED COMPANIONSHIP LEVEL   |
|---|
| Hours per week:   |
| Days of the week:   |
| Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> Saturday <input type="checkbox"/> Sunday <input type="checkbox"/> |

| LANGUAGES   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| <i>Please list which languages you are conversant in and level of proficiency</i> |                          |                          |                          |
| Language  | Basic                    | Conversational           | Fluent                   |
| 1) English  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Which is the main language spoken at home?  |                          |                          |                          |

| INTERESTS  |                          |                          |                                  |                          |
|--|--------------------------|--------------------------|----------------------------------|--------------------------|
| <i>What interests do you have that could be useful when engaging a Friend?</i> |                          |                          |                                  |                          |
| Interest/Experience Level:   | High/<br>Expert          | Medium                   | Aware of/<br>Willing to<br>Learn | No<br>Interest           |
| 1) Bridge  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/> |
| 2) Poker   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/> |
| 3) Rugby   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/> |
| 4) Soccer  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/> |
| 5) AFL   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/> |
| 6) Tennis  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/> |
| 7) Lawn Bowls  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/> |
| 8) Arts & Crafts – What kind?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/> |
| 9) Other – Describe:   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/> |
| 10) Other – Describe:  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/> |

**PREFERRED COMPANION**

Are you interested in increasing your social activity? Is loneliness a concern for you? Any specific preferences or concerns?

**LIMITATIONS**

Do you have any physical limitations including injuries, disease, mental, physical, sensory or any other limitations which a Companion may need to be aware of when providing Companionship services?

If yes, provide a brief description below or on a separate page:      Yes       No

**OTHER COMMENTS**

Please tell us anything else that you think might help us find the best Companion for you:

Please complete one of the below acknowledgments based on whether you are the Applicant seeking to become a Friend or whether you are the guardian or authorised person of the Applicant seeking to become a Friend.

| APPLICANT ACKNOWLEDGEMENT  |
|--|
| I hereby acknowledge and agree that:   |
| <ul style="list-style-type: none"><li>• I have read the information provided in this application;</li><li>• The information I have supplied in this application and any attachment to this application or provided in connection to this application, is true and correct in every respect and that no information has been suppressed or omitted from this application that may be relevant to such application;</li><li>• I understand that inaccurate, misleading or untrue statements or knowingly withheld information may result in immediate termination of the Companion/Friend relationship;</li><li>• Background checks may be required in support of this application and I consent thereto;</li><li>• I have read and agree to the Terms and Conditions;</li><li>• The Terms and Conditions affect my legal rights and obligations. If I do not agree to be bound by all of the Terms and Conditions, I will not be able to access or use Selby Anda Quality Care.</li></ul> |
| Once you have read the Terms and Conditions, please sign and date the following boxes if you agree to be bound by them:  |
| Print Name:  |
| Signed:  |
| Date:  |

**GUARDIAN OR AUTHORISED PERSON ACKNOWLEDGEMENT**

I hereby acknowledge and agree that:

- I have read the information provided in this application;
- I have explained the information provided in this application to the Applicant and have completed this application based on the Applicant's wishes;
- To the best of my knowledge I believe that the information I have supplied in this application and any attachment to this application or provided in connection to this application, is true and correct in every respect and that no information has been suppressed or omitted from this application that may be relevant to such application;
- I understand, and have explained to the Applicant, that inaccurate, misleading or untrue statements or knowingly withheld information may result in immediate termination of the Companion/Friend relationship;
- Background checks may be required in support of this application and I consent thereto;
- I have explained the Terms and Conditions to the Applicant;
- I agree to the Terms and Conditions on the Applicant's behalf;
- The Terms and Conditions affect the Applicant's legal rights and obligations. If I do not agree to be bound by all of the Terms and Conditions, the Applicant will not be able to access or use Selby Anda Quality Care.

Once you have read the Terms and Conditions, please sign and date the following boxes if you agree to be bound by them:

Print Name:

Signed:

Date:

**FOR OFFICE USE ONLY**

Applicant Approved:

Yes

No

Completed by:

Signed:

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## Terms and Conditions

### 1. Definitions

**Companion** means an employee of SAQC who provides casual carer, companionship, social visits, friendship or other similar companionship services.

**CCA** means the Competition and Consumer Act 2010 (Cth).

**Friend** means an individual looking to use the SAQC Platform to obtain the services of a Companion and who is otherwise eligible to register as a "Friend" on the SAQC Platform.

**including** means including without limitation.

**Profile** means the profile of a Friend or Companion created by that Friend or Companion as part of the registration process of the SAQC Platform, as may be amended from time to time.

**SAQC Platform** includes the services provided by SAQC, all related customer support or any other platform we may introduce in the future.

**Selby Anda Quality Care, SAQC, we, us or our** means SA Advisory Pty Ltd (ACN 167 531 928) trading as Selby Anda Quality Care.

**you or your** means anyone accessing or using the SAQC Platform, including a Friend.

### 2. Background

2.1. The SAQC Platform is owned and operated by SA Advisory Pty Ltd (ACN 167 531 928).

2.2. The SAQC Platform is for the personal use of individuals only and must not be used for any commercial endeavours. Businesses (including aged care providers or aged carer agencies), body corporates or other entities are not permitted to register to use the SAQC Platform.

2.3. By accessing or using the SAQC Platform, you agree to be bound by these Terms and Conditions. If you object to anything in, or otherwise do not agree to, these Terms and Conditions you are not authorised to use the SAQC Platform. You must not use the SAQC Platform in any way other than in accordance with these Terms and Conditions.

2.4. The SAQC Platform service will be reviewed and updated from time to time.

### 3. What is the SAQC Platform?

3.1. SAQC Platform provides Companions to people looking for companionship, respite support and likeminded friends.

3.2. The SAQC Platform provides a method by which Friends can register their interest in accepting a Companion

### 4. What SAQC is NOT!

4.1. SAQC does not itself provide services or aged care services under the *Aged Care Act 1997* (NSW) and SAQC is not an aged care provider or an employment agency.

4.2. Friends are wholly responsible for complying with all applicable laws in relation to work health and safety and any contractual or other relationship that may arise between them and Companions.

4.3. SAQC does not itself conduct, or assume any responsibility to conduct, any checks in relation to:

(a) the suitability, honesty, character or capability of any Friend;

(b) the accuracy of any Friend's Profile; nor

(c) any Friend's eligibility to use, or compliance with the terms and conditions of use of, the SAQC Platform.

4.4. SAQC does not recommend or endorse any Friend.

4.5. SAQC has no control over, and accepts no responsibility or liability for, the acts or omissions of any Friend.

4.6. Any resources provided through the SAQC Platform are not a substitute for the advice of your personal physician or other qualified healthcare professional, and does not replace the provision of treatment or care that may be required by reason of medical conditions. The mention of specific services through the SAQC Platform does not constitute or imply a recommendation or endorsement by the SAQC Platform unless it is specifically stated.

### 5. Registration

5.1. In order to access and use the SAQC Platform, Friends may be required to complete a registration process through the SAQC Platform or any other registration method approved by us from time to time. If you are not eligible to register as a Friend you are not authorised to use the SAQC Platform. The SAQC Platform reserves the right, but has no obligation, to refuse registration of any user or to suspend the use of the SAQC Platform by any Friend at any time for any reason and without any notice.

5.2. You are not eligible to register as a Friend, or to use the SAQC Platform, if you, or anyone in the location where Companion services are to be provided, has been the subject of a complaint, restraining order, charge or any other legal action involving violence, abuse, neglect or any other offence that involves endangering the safety of others.

5.3. The SAQC Platform may be used for the purposes of making arrangements for the provision of Companion services in New South Wales, Australia only.

5.4. By accessing or using the SAQC Platform, you represent and warrant that:

- (a) you meet, and will continue to meet, the eligibility conditions applicable to your registration; and
- (b) all information provided by you to SAQC is accurate and up-to-date at the time it is provided to us and will contain at least the minimum mandatory information required to activate a Profile.

5.5. You agree to update your Profile to ensure that it is up-to-date immediately upon any changes to the information contained in your Profile. You agree to notify us immediately if you cease to be eligible to use the SAQC Platform.

## **6. Payment**

6.1. Subject to clause 6.3 and unless agreed otherwise, fees for the use of the SAQC Platform for Friends wishing to register with SAQC are payable at the rate of \$1,500 per calendar week (exclusive of GST).

6.2. Payment will be made weekly, fortnightly or monthly in advance as directed and to the account nominated by SAQC.

6.3. Fees set out in clause 6.1 are based on 20 hours of service a week (including weekends but not public holidays).

6.4. SAQC reserves the right to update the Terms in relation to payment as consideration for use of the platform at any time and will notify the users of the platform if the payment terms are updated.

## **7. Limitation of Liability**

7.1. Our total liability to you (if any) for loss, damage or reliance shall be limited, at our election, to in the case of information or services supplied or offered by us for a fee, the re-supply of the information or services or payment of the reasonable cost of doing this. We accept no, and exclude all, liability for information or services supplied or offered by us for free.

## **8. Friends**

8.1. To be eligible to register as a Friend, you must verify your Profile with us. You can do this by providing us with a peer reference from at least two individuals in your local community who are 18 years or older; or any other verification method approved by us from time to time.

## **9. Interactions between Companions and Friends**

9.1. You are solely responsible for your interactions with Companions. SAQC does not perform background checks or interviews or attempt to verify the statements of Friends and we encourage Friends to exercise caution and perform their own checks and interviews when interacting or dealing with Companions.

9.2. You agree to take all necessary precautions in all interactions with Companions. You should not provide your financial information or otherwise send money to Companions.

9.3. If you experience problems with a Companion we recommend that you contact SAQC. SAQC reserves the right, but has no obligation, to monitor disputes, dealings or interactions between Friends and Companions. SAQC has no obligation to assist or involve itself in any way in any dispute, dealing or interaction between Friends and Companions.

## **10. General user obligations**

10.1. You agree that all times, you will comply with these Terms and Conditions and all applicable laws and regulations. You must not, and warrant that you will not, use the SAQC Platform for any activities that breach any laws or infringe a third party's rights; or for any illegal or immoral purpose. Any suspected abusive or illegal activity that may be grounds for termination of your use of the SAQC Platform may be referred to appropriate law enforcement agencies.

## **11. Risk and Liability**

11.1. Friends are wholly responsible for their participation on the SAQC Platform. You agree that you access and use the SAQC Platform solely at your own risk.

11.2. You acknowledge that the SAQC Platform is provided on an "as is" basis, and without any warranty or condition, express or implied. SAQC does not make any representation or warranty as to the suitability of the SAQC Platform for any purpose; or as to the accuracy, completeness or currency of the content on the SAQC Platform or information posted to or transmitted to or via the SAQC Platform; or the acts or omissions, suitability, honesty, character or capability of Friends.

11.3. SAQC does not exclude, restrict or modify any liability that cannot be excluded, restricted or modified by law, including any liability under the CCA.

11.4. To the extent that SAQC's liability cannot be excluded, and subject to any rights you may have under the CCA, our maximum liability to you is limited to the total amount (if any) paid by you to SAQC.

11.5. You agree to indemnify and hold harmless SAQC and its directors, officers, employees and agents, for any claims made against them and any loss, expense, damage or liability incurred by them in any way related to your use of, or

inability to use, the SAQC Platform, or your acts or omissions (online or offline) in any way related to the SAQC Platform (including any breach by you of these Terms and Conditions).

## 12. Termination

- 12.1. SAQC may immediately suspend or terminate your account or otherwise limit your access to, and use of, the SAQC Platform if we believe that you have breached these Terms and Conditions or if we consider in our sole discretion that it is otherwise appropriate, necessary or desirable to do so.
- 12.2. You may stop using the SAQC Platform at any time and for any reason.
- 12.3. SAQC may stop making the SAQC Platform available (or any part, service or feature of it) at any time without prior notice.
- 12.4. If you stop using the SAQC Platform in accordance with clause 12.2, it will be in the absolute and sole discretion of SAQC as to whether it will refund to you the registration fees paid for the value of the unused term of your registration. If SAQC determines to do so, the refund will be calculated on a percentage basis by reference to the amount paid by you for a registration period and the unused time remaining in that registration period at the date you stop using the SAQC Platform.
- 12.5. If SAQC suspends or terminates your account in accordance with clause 12.1, you forfeit all registration fees paid in advance for the balance of any periodic payment for your registration. You and SAQC agree that such forfeiture represents just compensation to SAQC for your breach of these Terms and Conditions.

## 13. Intellectual property rights

- 13.1. You acknowledge that the copyright in the SAQC Platform, design, text and graphics comprised in the SAQC Platform (**copyright material**) are owned by, or licenced to, SAQC. You must not modify, copy, adapt, store in a retrieval system, reproduce, upload, post, transmit, sell, distribute or communicate in any way copyright material without our prior written consent.
- 13.2. You may obtain content from the SAQC Platform solely for your personal viewing but not for any other use, including any commercial use.

## 14. Miscellaneous

- 14.1. From time to time, SAQC may change these Terms and Conditions without notification of change and you should periodically refer to them. By continuing to access and use the SAQC Platform after any amendment becomes effective, you agree to be bound by the Terms and Conditions as amended. If you do not agree with any changes to these Terms and Conditions, you must stop using the SAQC Platform.
- 14.2. Any failure or delay in exercise, or partial exercise, of a right arising from a breach of these Terms and Conditions does not result in a waiver of that right.
- 14.3. The provisions of these Terms and Conditions are severable, and if any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision may be removed and the remaining provisions will be enforceable.
- 14.4. Your use of the SAQC Platform is governed by, interpreted and enforced in accordance with the laws of New South Wales. Disputes arising from your use of the SAQC Platform are exclusively subject to the jurisdiction of the courts of New South Wales.
- 14.5. Should you have an enquiry about the application of these Terms and Conditions to your use of the SAQC Platform, you may wish to contact SAQC directly.