



CAREGIVER SERVICES AGREEMENT

PRINCIPAL TERMS AND CONDITIONS

DATE	[Insert Date]
CAREGIVER	Sonder Australia Pty Ltd (ACN 613 605 360) Country: Incorporated in Australia Address: G/F 26-28 Wentworth Ave, Surry Hills, Sydney NSW 2010 Telephone: (+ 61 2) 8379 7799 E-mail: guardian@sonderaustralia.com
PARENT	[Parent Name] Address: Phone: Email: Native Language: Preferred Language:
STUDENT	[Student Name] Date of Birth: Country of Birth: Email: Native Language: Preferred Language:
PROVIDER	[Insert Name of Education Institution for the Student – TBA] Address: Point of Contact: Phone: Email:
INTRODUCTION	<ol style="list-style-type: none">1. The Parent is the parent of the Student.2. The Parent has made arrangements for the Student to travel to [City, State], Australia for study.3. The Student is to be studying at [Name of School] ("School"), being a school/college operated by the Provider.4. The Parent wishes to engage the services of the Caregiver in relation to the provision of certain support and supervision services in relation to the Student whilst attending the School.5. The Caregiver has agreed to provide such services, in accordance with the terms and conditions of this agreement ("Agreement").
SECTION:	PARAGRAPH:
1. START DATE	[Insert Date] Note: Caregiving arrangements must start at least seven days before the Student's commencement date at the school.
2. COMMENCEMENT DATE	[Insert Date]

	Note: The commencement date is the first day the Student is required to be present at the institution, which may be before or after the start date, depending on whether caregiver arrangements were previously in place with a different provider.
3. END DATE	[Insert Date] Note: Is the student's Eighteenth birthday, or seven days after graduation – whichever comes first.
4. TERM	The term of this Agreement shall commence on the Start Date and end on the End Date, unless terminated earlier by either party in accordance with this Agreement.
5. SERVICE PERIODS	<p>1. The Services to be provided by the Caregiver (as described in Section 6 below) shall only be required to be provided during the following periods during the Term (being the "Service Periods"):</p> <p>(a) from the arrival of the Student in Australia (such date to be notified by the Parents at least one week in advance of such arrival; and</p> <p>(b) until the departure of the Student from Australia (however, see section 6.2 below regarding where the Services are to be provided).</p> <p>2. Notwithstanding paragraph 1 above, the Caregiver shall not be required to provide the Services in the following circumstances:</p> <p>(a) if the Student is away from the Location (see section 6.2 below); and</p> <p>(b) when the Student is in the care of the Parent or another person with the authority of the Parent.</p>
6. SERVICES	<p>1. During the Service Periods, the Caregiver agrees to provide the following services (the "Services"):</p> <p>(a) provide a 'Welcome Pack' to the Student which includes information about:</p> <p>(i) bank account establishment;</p> <p>(ii) SIM card/phone establishment; and</p> <p>(iii) public transport card;</p> <p>(b) provide Parents and Students a pre-departure welfare call and access to the Caregiver's proprietary smartphone application, being the 'Sonder Mobile Application', for pre-departure support to Australia;</p> <p>(c) arrange an in-person meeting with the Student within 48 hours of the Student's arrival in Australia;</p> <p>(d) provide an age and culturally appropriate orientation program to the Student;</p> <p>(e) assist the Student with settlement into Australia and the School;</p> <p>(f) provide local orientation for the Student including (but not limited to):</p> <p>(i) safety and security briefing;</p> <p>(ii) emergency services;</p> <p>(iii) assist/facilitate opening of local bank account if required);</p> <p>(iv) assist purchase of SIM card/mobile data if requested;</p> <p>(v) public transport information;</p> <p>(vi) support services available to the Student; and</p> <p>(vii) referral and assistance on personal problems/issues;</p> <p>(g) send a report to Parents within thirty (30) days of first arrival of the Student, updating Parents on the following:</p>

- (i) local bank account details of the Student and how to transfer funds direct from Parent to Student;
 - (ii) local mobile phone number of the Student;
 - (iii) general information on the welfare of the Student, the School, transport to and from School and how the Student is settling in;
 - (iv) full name and direct contact details of the Caregiver, including the full office address and contact number for the Caregiver;
 - (v) twenty-four (24) hour emergency number for Parents to call if emergency assistance is required;
 - (vi) all other pertinent information concerning the Student and their stay in Australia;
- (h) support the Student with any personal matters;
 - (i) investigate any concern referred to the Caregiver about the Student by the Provider;
 - (j) discuss the Student's academic progress with the Parents and the Student;
 - (k) promptly report to the Parents any concerns regarding the Student's health, well-being and after-hours activities;
 - (l) represent the Student in liaising with the Provider, including assisting the Student to lodge any grievance to the Principal of the School;
 - (m) provide twenty-four (24) hour seven day a week telephone advice and emergency assistance to the Student if required (emergency assistance such as facilitating the receipt of medical treatment provided by a suitably qualified third party);
 - (n) translate School reports for the Student in the core languages designated by the Provider from time to time and to promptly provide copies to the Parents of the Student;
 - (o) attend parent-teacher interviews and other relevant information sessions held by the Provider in relation to the Student (notes from parent-teacher interviews to be translated into the designated core languages and forwarded to Parents);
 - (p) liaise with appropriate campus staff at the School to monitor the Student's health, academic performance and attendance;
 - (q) liaise with, and providing assistance to, the Student for all safety and welfare issues or grievances;
 - (r) Fortnightly welfare check call with the Student;
 - (s) arrange for a fortnightly in-person visit to the School to check on the Student and to liaise with the Provider's staff in regards to the Student where necessary, including discussion with the Provider's staff to confirm any issues;
 - (t) provide a monthly update report to Parents;
 - (u) provide advice, support and referral to the Student in relation to academic issues and tutoring; and
 - (v) provide advice, support and referral to the Student in relation to any mental health issues; and
 - (w) such additional services, from time to time, as reasonably requested by the Parent, in consultation with the Caregiver and at the Caregiver's discretion.
2. All Services provided to the Student shall, unless expressly indicated otherwise, be provided to the Student:
- (a) in or within the Location; and

	<p>(b) at such other locations in Australia as are expressly agreed by the Caregiver, being locations to which the Student is required to travel as part of his/her School requirements.</p> <p>3. As part of the provision of the Services, it is essential for the Caregiver to exchange information about the Student with the Provider and other appropriate third parties, including all information directly relating to or concerning the Student (e.g. health information, visa information, location information, contact details and financial information). The Parent agrees that the Caregiver may freely exchange information about the Student with the Provider and other appropriate third parties to enable the Caregiver to provide the Services and to liaise with the Provider and other third parties in that regard. Examples of third parties that the Caregiver may need to share the Student's information with include: police officers, doctors, government departments and teachers.</p>
7. FEES	<p>1. In consideration for the Caregiver providing the Services pursuant to this Agreement, the Parent agrees to pay the Caregiver the following fees in advance ("Fees"):</p> <p>(a) a processing fee of AUD\$300; and</p> <p>(b) a service fee calculated as AUD\$65 (excl. GST) per week of the Term ("Service Fee").</p> <p>The Caregiver is entitled to calculate the Service Fee based on the Start Date and End Date set out in this Agreement.</p> <p>2. The Caregiver shall be entitled to issue a tax invoice for the Fees prior to the start of the Term (or at any other time it deems to be appropriate in its discretion), including the full amount of the Service Fee payable for the Term.</p> <p>3. The Parent shall pay the invoice for the Fees within seven days of receipt of the invoice. The Fees are payable to the Caregiver's Bank Account (see below) and/or by any other approved payment methods as set out in the Caregiver's invoices.</p>
8. REFUNDS	<p>In the event the Student's visa is rejected, cancelled or their visa application withdrawn, such that the Student will not be traveling to Australia for study and/or must cease their study in Australia earlier than expected for whatever reason, the Caregiver will refund the portion of the Service Fee, on a pro rata basis, that represents the unexpired duration of the Term (being the period from when the Caregiver is notified of the rejection, cancellation or withdrawal of the Student's visa).</p>
9. EXPENSES	<p>1. The Caregiver must obtain the prior written approval of the Parent prior to any expenses being incurred in relation to the performance of the Services ("Approved Expenses"). If it is not practicable to obtain such approval in advance, the Caregiver may incur expenses reasonably necessary in relation to the performance of the Services without obtaining such approval in advance, and any such expenses shall be treated as Approved Expenses. Expenses shall be deemed Approved Expenses if the Parent does not respond to a request for approval within three (3) days of such request being made.</p> <p>2. The Parent agrees to reimburse the Caregiver for all Approved Expenses within fourteen (14) days of receipt by the Parent of evidence of the relevant Approved Expenses from the Caregiver.</p>
10. CAREGIVER'S BANK ACCOUNT	<p>All payments to be paid to the Caregiver under this Agreement shall be paid into Caregiver's bank account as follows:</p> <p>Account Name: Sonder Australia Bank: ANZ</p> <p>BSB: 012-055 Account Number: 300589689</p> <p>Bank's Address: Ground Floor 20 Martin Place, Sydney NSW 2000, Australia</p> <p>The Caregiver may, from time to time, by notice to the Parent, change the bank account details.</p>

<p>11. EARLY TERMINATION</p>	<ol style="list-style-type: none"> 1. The Parent has the right to terminate this Agreement by serving a two (2) weeks' notice on the Caregiver if the Parent chooses to send the Student to another school with another education provider not being the Provider. The termination of this Agreement will be effective at the end of two (2) weeks after the termination notice is served. 2. In addition to paragraph 1 above, unless otherwise agreed by the Caregiver, the Term of this Agreement will terminate prior to the End Date (as stated in section 2 above) on the occurrence of any of the following events: <ol style="list-style-type: none"> (a) the Student turns 18 years old and, therefore, no longer requires the Services under the requirements of their School; (b) the Student permanently leaves Australia (including returning to their home country); or (c) the Student ceases their studies at an educational institution operated by the Provider (including changing to another school in Australia). 3. Any Fees paid in advance for the Services that are not used (i.e. for the unexpired portion of the Term) are not refundable because this Agreement is terminated in accordance with paragraphs 1 or 2 above.
<p>12. SERVICE EXCLUSIONS</p>	<ol style="list-style-type: none"> 1. The Parent acknowledges that the Caregiver is not responsible for the following matters or services (which are entirely the Parent's responsibilities): <ol style="list-style-type: none"> (a) arranging the Student's accommodation, or paying for such accommodation, in Australia; (b) the Student's living expenses while in Australia and financial support generally, including money for food and travel; (c) the Student's education fees and any other fees, charges and expenses payable in relation to the Student's stay in Australia, including bank fees and/or fees for their visa; (d) securing and maintaining insurance for the Student, including health insurance; (e) procuring or providing Internet services and/or mobile phone services to the Student; (f) providing security services, including 24/7 surveillance or monitoring services, of any kind, or a general 24/7 guardian or trustee service; (g) providing the Student with any medical treatment, advice and/or the services of a doctor, nurse or other medical practitioner; (h) arranging, procuring or providing services of a tour guide or travel consultant; (i) providing a personal concierge or assistant service to Student, including services in the nature of arranging transport for the Student or purchasing goods and services for a Student; or (j) providing legal, financial, tax or medical advice to the Student and/or the Parent. 2. Notwithstanding paragraph 1 above, the Caregiver may, from time to time and at its sole and absolute discretion, provide additional services in the nature of the services described in paragraph 1 above, including providing the Parent and/or Student with referrals to third parties that provide such services. Any additional services provided by the Caregiver shall be provided in accordance with this Agreement (but without there being an ongoing obligation to continue providing such additional services) and a reference to the 'Services' in this Agreement shall include a reference to all such additional services provided by the Caregiver. The Parent acknowledges and accepts that the Caregiver may need to disclose and share information about the Student with appropriate third parties to facilitate the provision of additional services as described in

	this paragraph, and consents to the Caregiver disclosing and sharing such information where appropriate.
13. EMERGENCY SITUATIONS	In the event the Student suffers from illness, accident or injury and the Student requires emergency medical treatment (including first aid), the Parent agrees that the Caregiver may disclose any necessary information regarding the Student to an appropriate medical professional or facility to facilitate the provision of emergency medical treatment to the Student.
14. EMERGENCY CONTACT	In the event an emergency situation arises in relation to the Student, the Parent authorises the Caregiver to contact the following person(s), other than the Parent, in regards to such situation in the event the Caregiver is unable to contact the Parent and/or a responsible person at the Provider or School: [Name of Emergency Contact : Phone Number]
15. SONDER APP	<ol style="list-style-type: none"> 1. In addition to the Services, the Student will also during the Term of this Agreement be provided with access to and use of the Caregiver's proprietary mobile application (the "Sonder App"). No further subscription fees are payable in relation to the Sonder App during the Term. 2. The use of the Sonder App is governed by additional terms and conditions of the Caregiver ("Terms of Service") and a Student is required to accept and comply with those Terms of Service, including registering an account via the Sonder App, to use the Sonder App. For the avoidance of doubt: <ol style="list-style-type: none"> (a) the termination or suspension of the Student's ability to use the Sonder App for any reason (including a termination or suspension by the Caregiver because of the Student's breach of the Terms of Service) does not affect this Agreement; and (b) the Sonder App is provided by the Caregiver to Students solely and absolutely at the Caregiver's discretion, and may, in addition to any other matters set out in the Terms of Service, be terminated or suspended by the Caregiver at any time it determines to be appropriate.

By signing below, the Parent and the Caregiver agree to be bound by the terms of the Principal Terms and Conditions above and the attached General Terms and Conditions.

EXECUTED AS AN AGREEMENT on the Date written above.

EXECUTED for and on behalf of **Sonder Australia**)
Pty Ltd (ACN 613 605 360) pursuant to section 127 of)
the Corporations Act 2001 by its duly authorised)
officer(s):)

Peter Burnheim – Director

EXECUTED by **[Insert name of Parent]** in the)
presence of:)

[Insert name of Parent] – Signature

Witness – Signature

Witness – Print name

GENERAL TERMS AND CONDITIONS

The Principal Terms and Conditions and these General Terms and Conditions constitute “**this Agreement**”. In the event of and to the extent of any conflict between the Principal Terms and Conditions and any provisions set out in the General Terms and Conditions, the Principal Terms and Conditions will prevail. Any terms used in these General Terms and Conditions which are defined in the Principal Terms and Conditions will have the meaning as set out in the Principal Terms and Conditions.

TERMS AND CONDITIONS

1. Responsibilities of the Parties

1.1 The parties agree that the Services comprise a personal support service which is provided in conjunction with any other services provided by the Provider and/or the School. In general (and without limitation), the Services are limited and/or subject to the following matters:

- (a) the Caregiver may provide the Services via any method it believes to be appropriate and in the interests of the Student, including providing the Services (or any part thereof) via an approved agent or representative who is suitably qualified;
- (b) the Caregiver will always consider the interests of the Student as an additional matter when providing the Services, such that in an appropriate situation it may include taking instructions or directions from the Student;
- (c) the Service requires the provision of information and assistance from the Parent (and in some cases, the Provider), including the provision of information about the Student;
- (d) the Service requires the assistance of third parties that the Caregiver may not have control over, including the Student and other third party service providers;
- (e) the Caregiver may disclose and share information, including private and personal information (such as contact details and/or health information), regarding the Student and/or the Parent to an appropriate third party in the course of providing the Services, as required by law or to assist with any activities conducted by a government department or agency;
- (f) the Service requires the Parent and the Student to have access to a working telephone and/or Internet service, for which the Caregiver is not responsible; and
- (g) the Service may be affected (and its provision delayed) by factors outside the control of the Caregiver (for example, if the Caregiver is unable to contact a Student because of a network error with the telecommunications service, the Caregiver may not be able to provide the Service).

1.2 The Service does not, and shall be under no obligation to, provide professional advice or services of the kind offered by a medical practitioner or healthcare professional. For the avoidance of doubt, a medical practitioner or healthcare professional includes any person who offers advice or services in any of the following fields (regardless of whether that person is licensed, permitted or registered in Australia or any other jurisdiction to provide such advice and/or service): medical doctor, nursing, emergency medical services (including first aid services and/or ambulance services), surgery, intensive medical care, palliative care, paediatrics, midwifery, obstetrics, anaesthesia, psychology, psychiatry, neurology, radiology, dentistry, optometry, podiatry, speech pathology, physiotherapy, chiropractic, acupuncture, pharmacy, dietetics or any other fields of alternative medicine.

2. Payments under this Agreement

2.1 All payments, fees, charges and expenses to be paid by the Parent under this Agreement must be paid in Australian dollars, with the exchange rate (if relevant) being that provided by the transferring bank on that

day. All costs associated with the processing of a payment and/or money transfer, including any bank fees and surcharges, shall be borne by the party responsible for making the payment or transfer.

- 2.2 All payments, fees, charges and expenses to be paid under this Agreement must be paid in full and cleared funds without deduction, withholding, set-off or counterclaim.

3. Termination

- 3.1 Either party may terminate this Agreement by written notice to the other party if the other party breaches this Agreement and that breach is either incapable of rectification or remains unrectified for ten (10) days after notice of the other party to rectify the breach.

- 3.2 The Caregiver may terminate this Agreement if the Student:

- (a) is charged with a criminal offence whilst in Australia which would or could result in his or her visa being cancelled;
- (b) fails to achieve an attendance rate at the enrolled School of at least 80% without a reasonable explanation;
- (c) fails to comply with or breaches any visa requirements;
- (d) fails to comply with or breaches any terms and conditions of studying at the School, including the terms and conditions of the Provider; or
- (e) changes residential address or accommodation without giving prior notice to and approval of the Caregiver;

4. Warranties, Disclaimers and Indemnities

- 4.1 To the maximum extent permitted by law, the maximum liability of the Caregiver to the Parent or Student for any loss or damage suffered by the Parent (including loss or damage suffered by the Student) arising out of, in connection with or relating to the Services, regardless of the type of action brought against the Caregiver for such loss or damage, is absolutely limited to the Fees paid by the Parent.

- 4.2 In no circumstances will a party be liable to the other party for any indirect or consequential loss or damage suffered by the other party (including the Student in the case of the Parent) arising out of, in connection with or relating to the performance, breach, termination or non-observance of this Agreement by the first-mentioned party. The parties agree that loss of profits, loss of commissions, loss of revenue, loss of business opportunities, loss of reputation, loss of goodwill, however occurring, will constitute indirect or consequential loss or damage.

- 4.3 The Parent hereby indemnifies and at all times undertakes to keep the Caregiver indemnified from and against all costs, damages or expenses (whether they arise in contract or tort or otherwise) incurred by the Caregiver in defending or settling any actions (including actions in relation to the loss of property, personal injury, illness, accident or death sustained by the Student), suits, proceedings, claims or demands made or brought against the Caregiver in consequence of any acts or omissions of the Parent or the Student, including a breach of this Agreement. The indemnity given by the Parent to the Caregiver under this clause is also given in favour of the Caregiver's directors, officers, employees, servants and agents.

5. Miscellaneous

- 5.1 This Agreement is the entire agreement between the parties and supersedes any prior or contemporaneous agreement, oral or in writing. There are no promises, terms, conditions or obligations, oral or written, expressed or implied other than those contained in this Agreement.

- 5.2 This Agreement may only be amended in writing signed by the parties.

- 5.3 Neither party shall have (and shall not represent that it has) any power, right or authority to bind the other party, or to assume or create any obligation or responsibility, express or implied, on behalf of the other party or in the other party's name.

- 5.4 Each indemnity in this Agreement is a continuing obligation, separate from the other obligations of a party,

and survives termination of this Agreement.

- 5.5 This Agreement is governed by the laws of the State of New South Wales, Australia and the parties agree to submit to the non-exclusive jurisdiction of courts of that State.