



2025-08-28__RateRight__Terms_of_Service__v03

RateRight Pty Ltd Platform Terms of Service

Company Details

- Company: RateRight Pty Ltd
- ACN: 689 397 582
- ABN: 46 689 397 582
- Registered Office: Level 1, 457-459 Elizabeth Street, Surry Hills NSW 2010
- Principal Place of Business: Same as above
- State of Registration: NSW
- Date Registered: 25 July 2025
- GST: Not registered (as at August 2025)
- PAYG: Not registered (as at August 2025)

Scope of Document

These Terms govern use of the RateRight Platform by contractors (hirers) and workers (independent contractors). RateRight acts only as a facilitator, not as an employer or labour-hire agency. These Terms comply with the **Fair Work Act 2009 (Cth)**, **Independent Contractors Act 2006 (Cth)**, **Work Health and Safety Act 2011 (NSW)**, and **Australian Consumer Law**.

Effective Date: 28 August 2025

Version: v03

By using the Platform, you agree to these Terms. If you do not agree, you must not use the Platform.

1. Who We Are

RateRight connects hirers with independent workers for construction jobs. We provide tools for posting jobs, contracts, payments, and ratings. We are not a party to your agreements and do not control work methods or outcomes. Relationships remain independent, consistent with the Fair Work Act 2009 (Cth) multi-factor test.

2. Eligibility

- Users must be 18+ and based in Australia.
- Workers must hold a valid ABN, required licences, and insurance (minimum \$10m public liability).
- Users must keep account information accurate. RateRight may verify details (including ABN checks).

3. How It Works

- Hirers post jobs; workers apply.
- Standard contract templates are provided for convenience — signed between hirer and worker only.
- Messaging and time-tracking tools are provided for convenience.
- Ratings are mandatory within 14 days of job completion.

4. Your Duties

- Comply with laws: WHS, Fair Work, Independent Contractors Act, Australian Consumer Law.
- Workers: Handle your own tax, GST, superannuation, and insurance.
- Hirers: Verify worker qualifications and maintain safe worksites.
- Jobs must remain independent arrangements (no control of work methods or employment-like conditions).

5. Prohibited Conduct

Users must not:

- Harass, discriminate, or engage in unlawful conduct.
- Post false or misleading information.
- Use the Platform to create employment relationships.
- Circumvent fees, escrow, or ratings systems.
- Breach safety obligations under WHS laws.
- Spam, hack, or disrupt the Platform.

Breaches may result in suspension or termination, with reasons provided.

6. Payments

- See **Payment and Escrow Terms (v04)**.
- Hirers deposit full job funds.
- Workers receive the job amount minus 9.9% (7% RateRight fee + 2.9% Stripe processing fee).

7. Disputes

- Users must attempt direct resolution first.
- RateRight may facilitate but does not decide disputes.
- Status issues: Fair Work Commission.
- Safety issues: SafeWork NSW.

8. Ending Access

- Users may close accounts at any time.
- RateRight may terminate accounts for breaches, with notice where required.

9. Our Limits

- Platform provided “as is,” subject to ACL.
- Liability capped at 12 months’ fees.
- Users indemnify RateRight for issues arising from their own conduct.

10. Other

- RateRight owns its IP. Users grant limited licence for content.
- NSW law applies.
- Contact: **admin@rateright.com.au** (responses within 24 business hours).

Document Control

- Prepared for: RateRight Pty Ltd
- ACN: 689 397 582
- ABN: 46 689 397 582
- Classification: Internal / Legal Reference
- Governing Law: NSW, Australia
- Next Review: 28 August 2026 or earlier if laws change