

TERMS AND CONDITIONS OF SERVICE

1. SERVICES

- 1.1. That Cleaning Crew (**We, Us, TCC**) agrees to provide cleaning services (**Services**) to you (the **Customer**), and you agree to accept the provision of such Service, in accordance with the following terms and conditions of service.

2. FEES AND PAYMENTS

- 2.1. We will charge a fee for the Services to be provided (**Fees**).
- 2.2. TCC may issue the Customer with an estimate of Fees (**Estimate**) for the requested scope of Services to be performed (**Scope**) at an address specified by the Customer (**Site**). This Estimate and Scope are subject to change at any time in the absolute discretion of TCC, and is indicative only.
- 2.3. The Customer may request further Services be provided by TCC (**Additional Services**), who may agree to perform the Additional Services at their sole discretion.
- 2.4. TCC may amend their Fees at any time in our sole discretion, including but not limited to instances in which Additional Services are requested by the Customer or upon inspection of the Site. Where such amendments become apparent prior to or during the course of providing the Services, TCC will provide the Customer with notice prior to incurring any Additional Fees.
- 2.5. The Customer acknowledges that any specific cost incurred by TCC in the provision of the Services is direct cost of the Customer, and will be payable in full by the Customer.
- 2.6. TCC will issue a tax invoice to the Customer for the Fees on such frequency and payment terms as notified in writing to the Customer, and reserves the right to request for a deposit, payment in advance, or to withhold further Services in the event that such payment terms have not been met.
- 2.7. TCC reserves the right to issue an additional invoice for additional work required beyond the Scope and Estimate.

- 2.8. TCC reserves the right to issue an invoice for any lost time incurred by TCC arising from TCC's personnel being unable to gain access to the Site for any reason beyond the control of TCC.
- 2.9. If so requested by TCC, the Customer acknowledges that it will make payments to third parties in relation the provision of Services, either directly to the third party or through TCC, within a reasonable time frame upon the request by TCC.

3. DELIVERY OF SERVICES

- 3.1. TCC will provide the Services to the Customer at the Site exercising due care and skill and in accordance with the particulars detailed in the Estimate or as otherwise agreed with the Customer.
- 3.2. TCC will make all efforts to attend the Site at a time agreed between the parties. If TCC becomes aware of any matter which will change or which has changed the scope or timing of the Services, TCC will give notice to the Customer and the notice will contain, as far as practicable in the circumstances, particulars of the change.
- 3.3. TCC may provide one or more persons to perform the Services (**Cleaner**), and may change the allocated Cleaner to perform the Services at any time.
- 3.4. Unless otherwise agreed in writing, TCC will not be responsible for the removal, relocation or otherwise movement of any item deemed heavy by TCC in its sole and absolute discretion (**Heavy Items**). The Customer acknowledges that TCC will not clean behind or under any Heavy Items at the Site, nor shall TCC be required to move any Heavy Items in order to provide the Services
- 3.5. Unless specifically requested by the Customer, TCC will not clean any items which appear to be antique or fragile, or which, in TCC's personnel's judgement may be damaged as a result of cleaning.
- 3.6. If you require kitchen cupboards, fridges or freezers to be cleaned internally the Customer must empty them prior to the date on which they are to be cleaned by TCC. TCC reserves the right to not provide the Services or to invoice the Customer additional Fees, should the customer does not comply with this clause.

4. EQUIPMENT AND SUPPLIES

- 4.1. TCC will provide all cleaning equipment and supplies necessary to perform the Services.
- 4.2. Notwithstanding clause 4.1, TCC may, in its sole discretion, agree to use specialised or otherwise requested cleaning equipment and supplies provided by the Customer (**Customers Products**). Such use will be subject to specific terms and conditions, to be agreed between the parties.

5. CUSTOMER RESPONSIBILITIES

- 5.1. To enable TCC's personnel to perform the Services, the Customer acknowledges that it must:
 - (a) ensure the Site is secure and safe to access for the purposes of performing the Services, including ensure the Site is clear of any hazards, is adequately lit and that it will comply with all statutory requirements regarding workplace health and safety for TCC's personnel;
 - (b) provide TCC with unobstructed access to the Site during the Services, including but not limited to ensuring that TCC's personnel are not obstructed in their duties by any of the Customer's personnel or invitees to the Site;
 - (c) provide TCC with unobstructed onsite parking, or a permit for on street parking within close vicinity to the Site, at the cost of the Customer. Failure to do so will result in an Additional Fee of \$25.00;
 - (d) ensure that TCC has unobstructed access to working electricity outlets and a supply of hot and cold running water at the Site;
 - (e) detail any hazards, risks or dangers known to the Customer in relation to the provision of the Services to TCC;
 - (f) All valuables, monies, jewellery or personal property of any nature are kept in a safe and secure place;
 - (g) notify TCC of any fragile items or items which might be damaged as a result of the Services; and
 - (h) provide any information requested by TCC in a timely manner.

6. WARRANTIES

- 6.1. The Customer warrants to TCC that the Site:
- (a) are safe for work;
 - (b) comply with all applicable work, health and safety regulations and statutory requirements; and
 - (c) are in a condition matching that of which was described by the Customer to TCC in the provision of the Estimate.
- 6.2. The Customer represents and warrants that they have not failed to disclose to That Cleaning Crew anything relevant to TCC's decision to provide the Services to the Customer.
- 6.3. The Customer acknowledges that TCC gives no warranties in relation to the Services or Customer Products provided or supplied, and all warranties, whether expressed or implied and whether statutory or otherwise with regard to the Service provided by TCC as to quality, fitness for the purpose or any other matter, are hereby excluded, except insofar as any such warranties are incapable of exclusion at law.

7. HAZARDS AND RISKS

- 7.1. TCC reserves the right to withhold Services in the event that TCC, in its absolute discretion, deems that their performance poses a risk of injury to the Cleaner or damage to property (**Dangerous Job**).
- 7.2. Where a Service or part thereof is deemed a Dangerous Job, TCC will not be liable for the failure to perform the Service or part thereof determined to be a Dangerous Job, and no discount or refund will be issued.
- 7.3. Unless otherwise agreed upon by the parties in writing, TCC will not accept keys from the Customer. The Customer is solely responsible for the security of the Site before and after Services conducted by TCC.

8. DAMAGE AND LOSSES

- 8.1. Whilst TCC makes all efforts to provide Services in a professional and diligent manner, breakages or loss to property may nevertheless accidentally occur. In the event that there is a breakage or loss to your property caused by TCC, we will immediately notify you of such damage and take all reasonable steps to repair or replace the damaged or lost property. TCC will not be responsible for any pre-existing faults or damage to the Site, or that we may discover while providing the Services.
- 8.2. TCC will not be responsible for curtains, shutters, tie backs, blinds or any other window covering that may fall down become loose or faulty whilst we are providing the Services.
- 8.3. You must notify TCC of any damage or loss to property within 12 hours of date of the Services. Such notification must be accompanied by sufficient evidence to demonstrate the damage or loss was solely caused by TCC.
- 8.4. The Customer acknowledges that TCC will not be liable for any minor damage (such as marks, chips or blemishes) or breakage due to ordinary wear and tear, age, or damage caused by the improper assembly, mounting or construction of an item.
- 8.5. TCC reserves the right to engage any professionals deemed appropriate by TCC, in its sole discretion, to perform repairs on any damaged items.

9. LIABILITY AND INDEMNITY

- 9.1. TCC will be responsible for any foreseeable loss or damage to items of value, monies or personal property that the Customer may suffer as a result of TCC's breach of these Terms and Conditions or as a result of our negligence.

Loss or damage is 'foreseeable' if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the agreement is entered into. TCC will not be responsible for any loss or damage that is not foreseeable.

- 9.2. TCC will not be responsible for:
 - (a) Services not completed due to a breach of this agreement by the Customer;
 - (b) A lack of access to hot water or electricity;
 - (c) A third party entering or being present at the customer's Site during the cleaning process;
 - (d) wear or discolouring of fabric becoming more visible once dirt has been removed;

- (e) failing to remove old/permanent stains that cannot be removed using standard reasonable cleaning methods;
 - (f) damage caused to paintwork as a result of adopting standard cleaning methods;
 - (g) unsuccessful results or damage caused to any other property arising from the Services other than as provided for in this agreement; or
 - (h) existing damage or spillage that cannot be cleaned/removed completely using reasonable and standard carpet cleaning equipment.
- 9.3.** Except as provided by Clause 8, and notwithstanding any warranty, representation or term (whether express or implied by statute, common law or otherwise), TCC will not be liable to the Customer for any loss or expense that the Customer incurs, including, without limitation:
- (a) consequential losses;
 - (b) loss of profits; and
 - (c) loss of potential profits.
- where the loss directly or indirectly arises from the Services or any part thereof.
- 9.4.** Insofar as allowable by law, the liability of TCC under or in connection with the Services, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, will not exceed the Fees paid by the Customer to TCC under these terms and conditions.
- 9.5.** The Customer acknowledges that the use of the Customer's products is at the Customer's sole risk and TCC will not be liable for any loss, damage, costs or expenses of any nature whatsoever arising out of or in connection with the use of the Customers Products, including for consequential losses or damages from any delay in the provision of the Services.
- 9.6.** Nothing in these Terms and Conditions is intended to or will limit your legal rights as a consumer under any consumer protection legislation.
- 9.7.** The Customer indemnifies and keeps indemnified TCC, its employees and agents in respect of any loss TCC incurs arising from the Customer's breach of this Agreement.
- 9.8.** Neither party will be liable for its failure to perform due to any contingency beyond its reasonable control, including acts of God, fires, floods, wars, sabotage strikes or governmental laws, ordinances, rules or regulations or failure of third party to deliver without negligence on either party's part.

10. APPOINTMENT OF SUB-CONTRACTOR AND THIRD PARTIES

- 10.1. TCC may engage the services of a sub-contractor for the purposes of providing any part of the Services without the prior consent of the Customer.

11. TERMINATION

- 11.1. The agreement between the parties governed by these terms and conditions may be terminated by TCC at any time.
- 11.2. The Customer may cancel any Services by providing to TCC:
- (a) 48 hours' notice prior to one-off Services; and
 - (b) 30 days' notice prior to ongoing Services
- (Required Notice Period).**
- 11.3. Cancellations made in contravention of the Required Notice Period will incur a cancellation fee equal to 20% of the Fees.
- 11.4. Despite any other term of this agreement, upon termination or cancellation of the Services, TCC shall be entitled to pro rata payment for Services performed prior to termination, any outstanding Fees, and consequential costs, losses and expenses incurred as a result of the termination for the period up to and including the date of termination.

12. GENERAL

- 12.1. **Co-operation:** Each party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to these terms and conditions.
- 12.2. **Jurisdiction:** These terms and conditions are governed by the laws of New South Wales and each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales.
- 12.3. **Non-exclusive:** Neither the Customer nor TCC are required to deal with each other on an exclusive basis in relation to the Products and Services the subject of these terms and conditions.
- 12.4. **Notice:** Any notice, demand, consent, approval, or communication under this deed must be in writing, signed by a person duly authorised by the sender, and sent by email to the recipient's last known email address.

- 12.5. *Prior representations:*** The Customer warrant that is has not relied on any warranty or representation (whether oral or written) in relation to the subject matter of these terms and conditions made by any person.
- 12.6. *Relationship between parties:*** The parties acknowledge that these terms and conditions are intended as a contract of service between TCC and the Customer, and nothing in these terms and conditions constitutes the relationship between the parties of employer and employee, principal and agent, joint venture or partnership.
- 12.7. *Set off:*** The Customer is not entitled to retain, set off, withhold, counterclaim or otherwise deduct any money owing to TCC despite any default or alleged default by TCC of this Agreement, including but not limited to the supply of allegedly faulty, inadequate or delayed Services.
- 12.8. *Severability:*** If any part of these terms and conditions are invalid or unenforceable, these terms and conditions does not include it. The remainder of these terms and conditions continues in full force.
- 12.9. *Variation:*** These terms and conditions may only be varied by signed agreement in writing between the parties.
- 12.10. *Waiver:*** The failure, delay or omission by a party to exercise any power or right conferred upon it by these terms and conditions will not operate as a waiver of such power or right, nor will any single exercise of any such power or right preclude any other future exercise of the power, or the exercise of any other power or right under these terms and conditions.
- 12.11. *Whole agreement:*** In relation to the subject matter of these terms and conditions these terms and conditions are the entire agreement between the parties and these terms and conditions supersede all prior oral and written communications, agreements, understandings, undertakings and negotiations by or on behalf of any of the parties in respect of the matters dealt with in these terms and conditions.