

Terms of Service

These terms of service constitute the full and complete service agreement between you and Clean House of 3/72 Kings Rd. Five Dock NSW 2046, Australia. Address for the provision of services by Clean House.

Please take some time to review this Agreement. Use of our services constitutes your acceptance of these terms and conditions.

1-Cleaning Service

- Subject to the terms of this Agreement, Clean House agrees to provide domestic cleaning services to the Customer at an address specified by the Customer.
- The Service will be for such cleaning duties as agreed with the Customer at the time of booking.
- Clean House will provide one or more cleaners to attend the Premises to provide the Service at a time and date mutually agreed between Clean House and the Customer.
- Your service will be regularly reviewed and may be adjusted if your circumstances change.
- If the customer does not have cleaning detergents and asks Clean House to purchase requested items on their behalf, customer understands that an applicable charge will be assessed.
- Clean House will not be responsible for triggering any alarm systems. Customer should give any special instructions for deactivation/activation of any household alarm systems.
- The customer understands that the price quoted over the phone or email does not include anything apart from cleaning and ironing labour.
- if Clean House will supply all cleaning detergents and equipment (vacuum cleaner, mop, bucket and portable ladder). \$20 charge will apply.
- _Minimum duration of 2 hours per cleaning visit applies for all domestic cleaning services.

2-SERVICE AND TIME CHANGES

Requests for a change to your service time may affect services to other clients and involves significant effort rearranging cleaner's roster.

Please inform Clean House as soon as you know that you would like to change your service time.

_Clean House will try to accommodate your request for a change to the service time where sufficient notice is given provided that it does not incur additional costs or unduly affect services to other clients.

_At least 48 hours notice is required to the service coordinator and for long term changes at least 14 days notice is required.

_A change in service time may result in the use of a different Cleaner to provide your service.

3-ADDITIONS AND AMENDMENTDS

Any changes to the Service to be provided must be agreed by Clean House prior to the Service Time.

If the Customer requires any additional services or variations at the time the Service is being performed, the Customer must first contact Clean House by telephone, who may agree to provide the additional services in its absolute discretion. The Cleaner is not authorised to agree to any changes to the Service being provided. The Customer must not request such changes directly from the Cleaner.

4-Customer representations and warranties

The Customer represents and warrants that:

_ provide a safe working environment at the Premises for the Cleaner to perform the Service;

_the Cleaner will access to all services and utilities (including hot and cold water, electricity, and rubbish bins) as required by the Cleaner to provide the Service;

_provide all usual and necessary cleaning equipment and materials required by the Cleaner to provide the Service, unless other arrangements have been made with Clean House.

_all cleaning equipment and materials provided by the Customer are safe, have not been tampered with and are in full working order;

_it will advise Clean House prior to the commencement of the Service of any hazards, slippery surfaces, risks or dangers, ingrained dirt, grease or grime at the Premises;

_if the Customer requires the Cleaner to clean behind or under any heavy items (eg. a fridge, bookshelf, or other furniture), Customer will move those items prior to the commencement of the Service;

_Customer will secure or remove any fragile, delicate, breakable or valuable items, including cash, jewellery, works of art, antiques, or items of sentimental value prior to the commencement of the Service.

_If keys are provided they must open the lock without any special efforts or skills.

5-Health and safety risks

_In addition to the obligations and warranties set out in clause -4-above, the Customer acknowledges and agrees that:

_the Cleaner is entitled to undertake a job safety analysis before the commencement of any work to assess the health and safety risk at the Premises;

_the Cleaner may, either before or during the provision of the Service not use or cease using any materials or cleaning equipment provided by the Customer if the Cleaner thinks, in their absolute discretion, that the use of such materials or cleaning equipment poses a risk to health and safety.

_the Cleaner may, either before or during the provision of the Service not provide or cease the provision of the Service where carrying out the Service presents, in the absolute discretion of the Cleaner, a risk to health and safety.

6-Job quotations

_The actual price payable by the Customer is calculated on the total number of hours worked by the Cleaner.

The sales advisors can only give a rough estimate of the duration of the cleaning service, which is based on basic information provided by the Customer, without any

inspection. Please note that duration may vary therefore a degree of flexibility is required quote.

_If at the commencement or during the course of providing the Service, it is apparent that the actual cost of the Service will exceed the quote provided by Clean House, Clean House will provide the Customer with the option to pay an increased fee to complete the Service, or pay the quoted amount without the Service being completed.

_The Customer must inform Clean House whether any cleaning services required are for an 'end of tenancy' at the time of quotation.

-The customer is advised that an end of tenancy or Spring Cleaning may take double the length of time required for a general cleaning. After Builders Cleaning or Badly neglected homes may take up to three times longer than a well maintained home requiring general cleaning.

7-BOOKING

_The Customer may make an order either over the phone, fax, e mail or Clean House web site, customer has verbal or written agreement, and is bound to Clean House Terms and Conditions.

_At the time of booking the Customer must provide details of any hazards, slippery surfaces, risks or dangers, ingrained dirt, grease or grime located at the Premises;

_Clean House provides all quotations at the time of booking. Subject to this clause, quotes are valid for a period of 30 days from the date of the

_The Customer agrees to provide Clean House with their valid credit card details at the time of booking, and authorises Clean House to debit any card with an amount equal to any service and/or cancellation fees that may apply under this Agreement.

_Clean House reserves the right not to accept a booking for any reason.

8-Payment terms

_The Customer agrees to pay the price quoted by Clean House in full prior to or at the Service Time, unless otherwise agreed in advance with Clean House.

_If no payment has been made by the Service Time, Clean House will use reasonable endeavours to contact the Customer for payment. In the event that Clean House cannot contact the Customer or payment is not made by the Service Time, the Customer will be deemed to have cancelled the Service, and the Customer must pay any cancellation fees or charges due set out in clause 15.

_Payments may be made via credit card, bank transfer, cheque or in cash.

Payments by bank transfer should be made to:

Account Name:	Clean House
Account BSB:	032082
Account No:	255635
Transaction Ref:	Invoice Ref No or Surname/Address

Cheque payments should be made payable to Clean House Pty Ltd.

9-Late payment fee

_Where Clean House has agreed to invoice the Customer for payment of fees after the Service has been completed, the Customer agrees to pay in full, all fees due, within 7 days of the invoice date.

_The Customer agrees that if Clean House has not received payment in full for the Service within one calendar month of the original invoice date then a late payment fee of \$15 applies for the first month. Interest will be charged on the fixed rate of 10% per annum on each day that any amount remains outstanding thereafter.

_In addition to the amounts set out above, the Customer agrees to indemnify Clean House for all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by Clean House in connection with a demand, action, or other proceeding (including mediation, out of court settlement or any action taken for recovery of debt from the Customer) arising out of a breach of these terms including the failure by the Customer to pay an amount by the due date.

10-Our Service Commitment

If a Cleaner fails to attend the Premises within 1 hour of the Service Time and does not provide the requested Service, Clean House will provide the Customer with:

_ to re-schedule the Service at another time the Customer

11-Complaints

The customer accepts and understands that poor service, breakage/damage or theft must be reported within 24 hours from the service date. Clean House strives to achieve 100% customer satisfaction and will endeavour to resolve the problem quickly and efficiently. Subject to clause 12, Clean House may, at its discretion, offer the Customer of the following:

_re-supply of the Service without charge;

12-Exclusions and limitations

_The only conditions and warranties which are binding on Clean House in respect of the state, quality or condition of goods and services supplied by Clean House to Customers are those imposed and required to be binding by statute (including the Trade Practices Act 1974).

_To the extent permitted by statute, the liability, if any, of Clean House is, at Clean House's option, limited to and completely discharged by the resupply of the Service. Clean House is not responsible for:

_If the customer has scheduled an inventory check then it must be scheduled to commence no later than 24 hours after the cleaning job has been carried out. Failure to do so will entitle customer to no refunds or recovery cleanings.

_Customer understands that he/she is not entitled to any refunds.

_ Clean House will re-supply of the Service without any charge. Therefore customer must allow the cleaner to be returned.

_Customer must be present at all times during the recovery-clean. Clean House reserves the right not to return a cleaner more than once.

_Clean House may take up to 24 to 72 working hours to respond to a complaint.

_Complaints are accepted verbally over the phone and in writing (letter, e mail or Fax). Complaints must be reported on completion or in the following 24-hour.

- _Completing tasks which are not stated on our task list;
- _not completing or providing the Service as a result of a breach of a warranty by the Customer in clause 4 (including a failure by the Customer to provide proper materials, cleaning equipment, utility services, a safe working environment or unencumbered access to the Premises); or
- _any damages caused by defective cleaning materials or cleaning equipment provided by the Customer;
- _not completing or providing the Service as a result of the Cleaner not proceeding for health and safety reasons under clause -5-;
- _any loss or damage incurred by the Customer or any third party as a result of the effects of a force majeure, being any event beyond the reasonable control of Clean House;
- _not completing or providing the Service due to an act or omission of the Customer or any other person at the Premises during provision of the Service;
- _existing dirt, wear, damage or stains that cannot be completely cleaned or removed;
- _any wear or discolouring of fabric or surfaces becoming more visible once dirt has been removed;
- _any loss incurred as a result of any breakage or damage to goods, items of value (including antiques, items of sentimental value) or the Premises; or
- _the cost of any key replacement or locksmith fees, unless keys were lost by Clean House or the Cleaner
- _Except as provided in this clause, all conditions and warranties implied by law in respect of the state, quality or condition of the Service which may apart from this clause be binding on Clean House are excluded.
- _If the customer has got items which need special cleaning methods and special cleaning detergents; Clean House reserves the right to refuse the provision of the cleaning detergents.
- _Clean House will advise the client to provide the specific cleaning detergents and to pass cleaning instructions to the sales advisors when placing the order or give instruction to the present cleaner
- _The Customer acknowledges that the results of any services provided may vary depending on a number of factors (including materials used, equipment provided, time elapsed since Premises was last cleaned, and nature of cleaning required), and that Clean House gives no guarantee as to the actual results of the Service.
- _Except to the extent provided in this clause, Clean House has no liability (including liability in negligence) to any person for any loss or damage, consequential or otherwise, suffered or incurred by that person in relation to the products or services provided by Clean House (including any loss caused by, or resulting directly or indirectly from, any failure, defect or

13-Indemnity

The Customer indemnifies Clean House against:

- _all losses or liabilities arising directly or indirectly as a result of the provision of the Service including all losses or liabilities caused as a result of a breach of the warranties of the Customer set out in clause -4-; and

_all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by Clean House in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal and including any action taken for the recovery of a debt from the Customer).

14-Accidents, breakage, damage & theft

_The Customer must inform Clean House of any incident where an accident, breakage, damage to property or theft has occurred due to any act of the Cleaner within 24 hours of completion of the Service.

_To the extent permitted by law, the Customer is not entitled to claim any loss for any incident if the incident is not reported to Clean House within 24 hours of completion of the Service.

_To the extent permitted by law, damage or loss to the following items is specifically excluded from the liability of Clean House under these terms and conditions: cash, jewellery, art, antiques, and items of sentimental value.

15-Cancellation fees

_The Customer must provide Clean House with at least 24 hours notice prior to the Service Time, if they wish to suspend, postpone or cancel the Service for any reason.

_In the event that such notice has been given, Clean House will endeavour to reschedule the Service if required.

_In the event that the Customer does not provide 24 hours notice prior to the commencement of the Service, the Customer agrees to pay a cancellation fee equivalent to 2 hours cleaning for administrative costs and loss.

16-Fee for non-access to premises

In the event that the Customer agrees to pay the full price of the cleaning visit in the event of a lock-out caused by our cleaners being turned away; no one home to let them in; or problem with customer's keys. The Customer agrees to pay a cancellation fee equivalent to 2 hours cleaning for administrative and travel costs.

17-AFTER CANCELLATION OF THE CLEANING SERVICE

_By entering into a service agreement with Clean House, the customer must not directly or indirectly, engage, employ or contract with any Cleaner to provide domestic services for a period within 12 months after the conclusion of any Services unless Clean House gives prior written permission.

_If the customer wishes to hire or use domestic services provided by such a cleaner then he/she must pay a referral fee of \$1000.

18-Termination

_This Agreement may be terminated by the Customer by providing at least 24 hours notice prior to the Service Time.

_Subject to clause -18(c)-, Clean House may terminate this Agreement by providing the Customer with at least 24 hours notice prior to the Service Time.

_Clean House may terminate this Agreement with immediate effect if the Customer is in breach of this Agreement, and in the opinion of Clean House, that breach is incapable of remedy.

19-Privacy policy

The Customer acknowledges that any information provided by the Customer may be used by Clean House for the purpose of providing the Service. Clean House agrees not to share any information provided by the Customer with any third party not directly involved in the provision of the Service (unless required to do so by law).

_The Customer agrees to Clean House communicating with them electronically and/or via other means in order to provide the Service or for reasons related to the provision of the Service.

_Clean House will take all reasonable precautions to protect personal information provided by the Customer from loss, misuse, unauthorised access or disclosure, alteration or destruction.

20-Changes to this agreement

_Clean House reserves the right to update or modify these terms and conditions at any time without prior notice, and may do so by publishing an updated agreement on its website. Each updated agreement will take effect 24 hours after it has been published on the website.

_The Customer agrees that any use of the Service following any such change, whether as a single job or as part of a regular cleaning schedule, constitutes their agreement to follow and be bound by the terms and conditions as changed.

21-Law & jurisdiction

The Customer and Clean House acknowledge and accept that this Agreement shall be construed and interpreted in accordance with the laws of NSW and both agree to submit to the exclusive jurisdiction of the courts of NSW in the event of any dispute.

22-Severability

The Customer agrees that if any term or provision is held invalid, void or unenforceable, then that provision will be considered severable and the remaining terms and provisions shall continue to be binding.

23-Copyright

The content of this Agreement is protected by international copyright laws and may be used for personal reference only. Subject to applicable law, permission to copy, alter, reproduce, publish, transmit and/or otherwise distribute this content is forbidden without first obtaining the prior written permission of Clean House.

24-Trademarks

The name 'Clean House' is a registered trademark. Subject to applicable law, permission to use this name is forbidden without first obtaining the prior written permission of Clean House.