

CleanWee Cleaning Services

"Bust The Dust"

info@cleanwee.com

Terms & Conditions

These terms and conditions constitute the full and complete service agreement ("The Agreement") between You ("The Customer") and the CleanWee Cleaning Services (CleanWee Cleaning Services, Qld, Australia) for the provision of services. References to days contained herewith mean 'calendar' days.

The Customer is expected to take some time in reviewing this Agreement before using our bond cleaning services and agree to be bound by the terms and conditions set out below. If you have any queries relating to these terms and conditions, please contact us via email at cleanweecs@gmail.com

1. THESE TERMS, CLIENTFORMS

- (a) These terms will apply to all the Client's dealings with the CleanWee Cleaning Services, including by being incorporated in all booking confirmations, agreements, quotations, invoices or orders under which the CleanWee Cleaning Services is to provide services to the Client ('**Client Form**'), together with any additional terms included in such Client Form (provided such additional terms are recorded in writing).
- (b) The Client will be taken to have accepted these terms if the Client signs or otherwise accepts a Client Form, or if the Client orders, accepts or pays for any services provided by the CleanWee Cleaning Services after receiving or becoming aware of these terms.
- (c) In the event of any inconsistency between these terms and any Client Form, these terms will prevail to the extent of such inconsistency.
- (d) An obligation or a liability assumed by, or a right conferred on, 2 or more persons under these terms binds or benefits them jointly and severally.

2. SERVICES

2.1 SERVICES

- (a) The CleanWee Cleaning Services will provide the Client with the cleaning services and related services set out in a Client Form sent to the Client's email address (**Services**) to the premises set out in a Client Form (**Premises**).
- (b) Unless otherwise agreed in writing, the CleanWee Cleaning Services may, in its discretion:
 - (i) not commence work on any Services until the Client has paid any
CLEANWEE CLEANING SERVICES

deposit or upfront fee payable in respect of such Services;and

- (ii) withhold delivery of Services until the Client has paid amounts due and payable to the CleanWee Cleaning Services in respect of such Services.

2.2 TIME OF DAY

- (a) The time of day for Services to be provided, specified in a Client Form or otherwise communicated to the Client, is an estimate only and is subject to delays and reasons beyond the CleanWee Cleaning Services' control.
- (b) The Client releases the CleanWee Cleaning Services in respect of any loss or damage suffered in connection with the CleanWee Cleaning Services not providing the Services at the time(s) set out in a Client Form.

2.3 GUARANTEE

- (a) The CleanWee Cleaning Services will only provide Rectification Services if the Client provides the CleanWee Cleaning Services with:
 - (i) an itemized list of the problems with the Services (for example, the areas that should be cleaned again, what was insufficient about the Services in those areas) (List of Problems). The Client must ensure that the List of Problems refers to the checklist of Services provided by the CleanWee Cleaning Services in the relevant Client Form or booking confirmation (Service Checklist);
 - (ii) a written confirmation, from the real estate agent or property manager of the Premises, that there are no problems with the Services on the Service Checklist other than those included in the List of Problems, those included in the List of Problems (together, a Formal Rectification Request).

2.4 RECTIFICATION SERVICES AND EXIT REPORTS

The CleanWee Cleaning Services will only provide Rectification:

- (a) Free of any additional charge, if the CleanWee Cleaning Services receives a Formal Rectification Request from the Client within 7 days after the date the Services were provided.
- (b) For an additional \$80 call out fee, if the CleanWee Cleaning Services receives a Formal Rectification Request from the Client more than 7 days after the date the Services were provided, but less than 14 days afterwards.
- (c) The CleanWee Cleaning Services will not provide the Rectification Services if it receives a request more than 14 days after the date the Services were provided.
- (d) The customer must provide with an itemized list of the problems with the Services (for example, the areas that should be cleaned again, what was insufficient about the Services in those areas) (List of Problems). The Client must ensure that the List of Problems refers to the checklist of Services provided by the CleanWee Cleaning Services in the relevant Client Form or booking confirmation (Service Checklist);
- (e) The customer must provide with a written confirmation, from the real estate agent or property manager of the Premises, that there are no problems with the Services on the Service Checklist other than those included in the List of Problems, those included in the List of Problems (together, a Formal Rectification Request).

- (f) its mandatory that all exit reports are provided prior to the CleanWee Cleaning Services starting work.
- (g) The CleanWee Cleaning Services will not commence any work if the Exit report is not provided.

3. CLIENT OBLIGATIONS

3.1 PROVIDE INFORMATION AND LIAISON

- (a) The Client must provide the CleanWee Cleaning Services with all documentation, information and assistance reasonably required for the CleanWee Cleaning Services to perform the Services.
- (b) The Client agrees to liaise with the CleanWee Cleaning Services as it reasonably requests for the purpose of enabling the CleanWee Cleaning Services to provide the Services.

3.2 HOT WATER, ELECTRICITY, CARPARKING

The Client must ensure that the Premises, on the Service Date:

- (a) has a working hot water connection sufficient for the CleanWee Cleaning Services to perform the Services;
- (b) has a working electricity connection sufficient for the CleanWee Cleaning Services to perform the Services; and
- (c) has car parking adjacent to the Premises.

3.3 COMMUNICATION AFTER SERVICE DATE

The Client must not communicate with a contractor of the CleanWee Cleaning Services, or request or entice a contractor of the CleanWee Cleaning Services to communicate with the Client, after the Service Date. For any enquiries or complaints, please contact the CleanWee Cleaning Services directly, using the contact details specified in the Client Form.

4. PAYMENT

4.1 FEES

- (a) The Client must pay fees to the CleanWee Cleaning Services in respect of the Services (**Fees**), in the amounts estimated in advance in full and an invoice will be issued to the Client, or as otherwise agreed in writing.
- (b) The Client agrees and acknowledges that the amounts of Fees set out in Client Forms issued before the Service Date are solely based on the information provided by the Client about the required Services. If, on or after the Service Date, the CleanWee Cleaning Services deems that the Services required to properly service the requested areas within the Premises differ from the Services specified in a Client Form, additional Fees may be payable for these Services and these additional Fees will be set out in a subsequent invoice.
- (c) To the extent of any inconsistency between an invoice issued on or after the Service Date, and one issued before the Service Date, the invoice issued on or

after the Service Date will prevail.

- (d) Cash payments may be made directly to a CleanWee Cleaning services representative at the commencement of the service;
- (e) If any extra payment is required, the payment must be made in full prior to or at the time of service
- (f) Bank transfer may be made but transactions must be cleared prior to the commencement of service

4.2 PAYMENTMETHOD

The Client must pay Fees using either our Bank details (will be provided at the time of booking) or in cash

4.3 EXPENSES

Unless otherwise agreed in writing:

- (a) the Client will bear all expenses set out in the Client Form;and
- (b) any third party costs incurred by the CleanWee Cleaning Services in the course of performing the S Services may be billed to the Client, unless specifically agreed otherwise by the parties in writing.

4.4 GST

- (a) Unless otherwise indicated, amounts stated in a Client Form or an invoice provided by the CleanWee Cleaning Services includeGST.
- (b) In relation to any GST payable for a taxable supply by the CleanWee Cleaning Services, the Client must pay the GST, subject to the CleanWee Cleaning Services providing a taxinvoice.

5. CHANGES

- (a) The Client must pay additional charges for changes to Services requested by the Client which are outside the scope of the Services in the relevant Client Form, including if the state of the Premises differs in any way from how it was described by the Client or in a Client Form(**Changes**).
- (b) Generally, where Changes are required, the CleanWee Cleaning Services will provide a fixed-fee quote for the additional Services in advance of them beingperformed.
- (c) The CleanWee Cleaning Services may at its discretion extend or modify any delivery schedule or deadlines for the Services as may be reasonably required by suchChanges.

6. CANCELLATIONS

6.1 CANCELLATION BY THECLIENT

- (a) To the maximum extent permitted by applicable law, if the CleanWee Cleaning Services issues a Client Form in respect of a Service and the Client subsequently seeks to cancel the Service, then the Fees will be dealt with asfollows:

- (i) if the Client notifies the CleanWee Cleaning Services of the cancellation more than 48 hours before the Service Date, no cancellation fee will be payable and the CleanWee Cleaning Services will provide the Customer with a full refund of any payments already made (**UpfrontPayments**);
- (ii) if the Client notifies the CleanWee Cleaning Services of the cancellation more than 24 hours, but less than 48 hours, before the Service Date, a \$100 cancellation fee will be payable;and
- (iii) if the Client notifies the CleanWee Cleaning Services of the cancellation less than 24 hours before the Service Date, an \$150 cancellation fee will be payable.
- (b) If the Client has made any Upfront Payment to the CleanWee Cleaning Services before the cancellation of a Service, the CleanWee Cleaning Services will retain the applicable cancellation fee from the UpfrontPayment.
- (c) If no Upfront Payment has been made, or if the Upfront Payment is less than the cancellation fee owed to the CleanWee Cleaning Services, the Client must pay the remaining payable amount in accordance with the CleanWee Cleaning Services' invoice issued to the Client in respect of that amount.
- (d) If the property is not ready for the cleaning at the service time, the customer agrees to pay \$49.99 per hour, per representative of disruption caused or cancel, the customer agrees to pay a fee of \$100 for administrative and travel costs that is equivalent to our minimum call out fee.
- (e) Variation works are charged at A\$49.99 per hour, per CleanWee Cleaning Services representative. Cause of variation works include:
 - (i) Property that has not been regularly cleaned or neglected in a way that requires extends the duration of normal maintenance activities;
 - (ii) Property that have had pets, small children;
 - (iii) Property with excessive wear and tear;
 - (iv) Large sized dwellings with five (5) or more bedrooms; more than three (3) bathrooms; multiple living areas;
 - (v) Additional travel charges for collection and returning of keys;
 - (vi) Time wasted due to difficulties accessing the property;
 - (vii) Requirement to carry heavy equipment to higher apartments / floors;
 - (viii) Requirement to move any furniture in order to complete works;
 - (ix) Customer should provide parking or pay for parking charge if required

6.2 CANCELLATION BY THE CLEANWEE CLEANING SERVICES

The CleanWee Cleaning Services reserves the right to cancel a Client's order for any reason, and will notify the Client of this as soon as possible. Where any payment has already been debited from the Client, the full amount will be credited back to the Client's original method of payment.

7. WARRANTIES

- 7.1 To the maximum extent permitted by applicable law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in these terms are excluded.

- 7.2 Where any law (including the *Competition and Consumer Act 2010* (Cth)) implies a condition, warranty or guarantee which may not lawfully be excluded, then, to the maximum extent permitted by applicable law, the CleanWee Cleaning Services' liability for breach of that non-excludable condition, warranty or guarantee will, at the CleanWee Cleaning Services' option, be limited to:
- (a) in the case of goods, their replacement or the supply of equivalent goods or their repair; and
 - (b) in the case of services, the supply of the services again, or the payment of the cost of having them supplied again.

8. HEALTH & SAFETY RISKS

In addition to the obligations and warranties set out in clause 3 above, the Customer acknowledges and agrees that:

- (a) 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;
- (b) 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.

9. LIMITATION OF LIABILITY

The CleanWee Cleaning Services' liability for all claims in aggregate (whether those claims be for breach of contract, negligence or otherwise, and whether those claims be only for economic loss, or for personal injury or other damage) arising under or in connection with these terms or the Services:

- (a) is totally excluded, to the extent it concerns liability for indirect, special and consequential damages, and damages (whether direct or indirect) reflecting loss of revenue, loss of profits and loss of goodwill; and
- (b) is limited, insofar as it concerns other liability, to the total money paid to the CleanWee Cleaning Services under these terms as at the date the first event giving rise to the relevant liability occurred.

10. INDEMNITY, DAMAGES

The Client indemnifies the CleanWee Cleaning Services from and against all losses, claims, expenses, Damages and liabilities (including any taxes, fees or costs) which arise out of:

- (a) any breach of these terms by the Client; or
- (b) any negligent, fraudulent or criminal act or omission of the Client or its personnel.

10.1 DAMAGES

- (a) CleanWee Cleaning Services will inform the customer of any incident where any accident, breakage, damage to property
- (b) CleanWee Cleaning Services will not be held responsible for repair or replacement

CLEANWEE CLEANING SERVICES

of items broken or damaged due to pre-existing wear and tear, incorrect installation, assembly or usage.

- (c) photographic evidence will be taken by the CleanWee Cleaning Services once the work is completed to avoid any miscommunication issues in the future in regard to any damage/s.
- (d) For any personal properties that are left behind within 'waste', CleanWee Cleaning Services will not be held accountable for their accidental loss when disposed with waste products.

11. TERMINATION

11.1 TERMINATION FOR CONVENIENCE

The CleanWee Cleaning Services may terminate these terms in whole or in part with at least 7 days' written notice to the Client.

11.2 TERMINATION BY CLEANWEE CLEANING SERVICES FOR CAUSE

The CleanWee Cleaning Services may terminate these terms in whole or in part immediately by written notice to the Client if:

- (a) the Client is in breach of any of these terms; or
- (b) the Client becomes subject to any form of insolvency or bankruptcy administration.

11.3 TERMINATION BY CLIENT FOR

CAUSE The Client may terminate these terms:

- (a) If the CleanWee Cleaning Services has committed a material breach of these terms and has failed to remedy the breach within 30 days' written notice by the Client; or
- (b) In accordance with any cancellation process agreed in writing by the parties, subject to the payment of any cancellation fees.

12. DISPUTE RESOLUTION

- (a) The parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with these terms or the Services prior to commencing any proceedings.
- (b) If the parties have complied with clause 16(a) and have failed to resolve a dispute after 30 days, the parties shall endeavor to settle any dispute arising out of or relating to these terms, including with regard to its existence, validity or termination, by mediation administered by the Australian Disputes Centre (**ADC**) before having recourse to arbitration or litigation.
- (c) The mediation shall be conducted in accordance with the ADC Guidelines for

Commercial Mediation operating at the time the matter is referred to ADC(**Guidelines**).

(d) The terms of the Guidelines are hereby deemed incorporated into these terms.

13. NOTICES

13.1 FORM OF NOTICE

A notice or other communication to a party under these terms must be:

- (a) in writing and in English; and
- (b) addressed to that party to:
 - (i) the postal address of that party; or
 - (ii) the email address of that party that has been regularly used by the parties to correspond during the term of these terms (unless such email address is known to be inactive by the party giving notice).

13.2 HOW NOTICE MUST BE GIVEN

A notice must be given by one of the methods set out in the table below and is regarded as given and received at the time set out in the table below.

Method	When Notice is regarded as given and received
- By hand	- On Delivery
- By prepaid post in the same country	- On the third business day after the date of posting
- By prepaid post in another country	- On the fifth business day after the date of posting by airmail
- By email to the nominated email address	- Unless the party sending the email knows or reasonably ought to suspect that the email and the attached communication were not delivered to the addressee's domain specified in the email address, 24 hours after the email was sent.

14. JOB QUOTATIONS

For quotes provided without inspections, the quote is only an 'estimate' based on the information available at the time. The basis of this estimate is an 'average room sizes in a property left in a reasonable state of cleanliness'. The quotation is subject to change for the following reasons: state of property not as expected; customer's original requirements are altered; variations to the condition or size. Any of these reasons constitutes the booking to be altered by mechanisms of: re-scheduling; cancellation, at the discretion of CleanWee Cleaning Services.

15. GENERAL

15.1 GOVERNINGLAW

These terms are governed by the law applying in Queensland, Australia.

15.2 JURISDICTION

Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with these terms. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

15.3 RELATIONSHIP

- (a) Nothing contained in these terms creates an agency, partnership, joint venture or employment relationship between the Client and the CleanWee Cleaning Services or any of their respective employees, agents or contractors.
- (b) Neither party nor any person acting on its behalf may hold itself out as being entitled to contract or accept payment in the name of or on account of the other party.

15.4 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under these terms without the prior consent of each other party (such consent not to be unreasonably withheld).

15.5 AMENDMENTS

These terms may only be amended by a document signed by each party.

15.6 WAIVER

No party to these terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

15.7 FURTHER ACTS AND DOCUMENTS

Each party must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by another party to give effect to these terms.

15.8 ENTIRE AGREEMENT

These terms, together with the terms specified in any quote for the Services provided by the CleanWee Cleaning Services, embody the entire agreement between the parties and supersede any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the Services.