

Cleaning services terms and conditions

How you engage us

You may engage us to perform Services under this Agreement by:

- accepting our Quote in writing and/or orally; or
- directing us to perform Services following receipt of our Quote.

You acknowledge and agree that any such engagement constitutes your entry into this Agreement. This is a legally binding document.

These terms and conditions will prevail over the terms and conditions of the Quote, to the extent of any inconsistency.

Engagement and standard of Services

On and from our engagement, you engage us to perform the Services set out in the Scope, and we agree to perform the relevant Services set out in the Scope, on the terms and conditions of this Agreement. We may subcontract the performance of the Services, however we will remain responsible for the performance of the Services notwithstanding any subcontracting.

We agree to perform the Services to a good commercial standard. You acknowledge and agree that this obligation is subject to the existing condition of the Site and any stains/burns/spillages or similar which cannot be rectified using ordinary cleaning methods. This is also subject to any third party or animal entering onto the Site during or following any Engagement.

As consideration for our performance of the Services, you agree to pay us the Fees calculated in accordance with the Quote.

Variations to the Scope

A party may, acting reasonably, make a written and/or oral request to vary the following particulars of the Scope:

- the date on which the Services are to be performed;
- the site at which the Services are to be performed; and/or
- the extent of the Services to be performed.

Any such request must be made at least 2 clear Business Days prior to the first affected Engagement (unless agreed otherwise). The other party will use reasonable endeavours, prior to the affected engagement, to:

- ascertain whether it can accommodate the requested variation; and
- confirm with the party making the request whether the requested variation is accepted or rejected in writing or orally.

If the Scope forms part of a Fixed Term Quote, and you make a request to vary the Scope which has the effect of

reducing the Fees that would otherwise be payable to us for the duration of the Fixed Term Quote, you will remain liable to pay us 20% of the reduced portion of the Fees attributable to the Fixed Term Quote for a period of 6 months or until the end of the duration of the Fixed Term Quote (whichever occurs first).

Cancellation of an Engagement

Except where the parties are subject to a Fixed Term Quote, you may cancel an Engagement for any reason upon the provision of 2 clear Business Days' notice.

Where you cancel an Engagement:

- in the period between 2 clear Business Days' and 2 hours prior to the scheduled commencement of that Engagement, you will be required to pay us 50% of the Fees attributable to the cancelled Engagement; and
- within 2 hours prior to the scheduled commencement of that Engagement, you will be required to pay us the full Fees attributable to the cancelled Engagement.

Fees

You must pay us the Fees attributable to the Services included in the Scope. The Fees will be calculated in accordance with the method set out in the Quote. The Fees may be fixed, calculated pursuant to an hourly rate and/or subject to certain conditions as set out in the Quote. For Fees calculated pursuant to an hourly rate, the Fees charged will be calculated in 15-minute units (rounding up).

For Services performed on a weekend or public holiday, the relevant Fee is doubled (unless this is expressly stated to have been applied on the relevant Quote).

Where we determine, acting reasonably, that any Site or part of any Site is in a poor state of cleanliness and requires materially more work to be performed in order to complete the Services contained in the Scope, we may make reasonable adjustments to any Fee specified in the Quote to reflect the additional work required. We will make reasonable endeavours to contact you and inform you of the adjusted fixed Fee before commencing or completing the relevant Engagement.

Expenses

In addition to Fees, we may charge you in relation to any expenses we incur on your behalf with your authorisation.

Invoices

We may invoice you for the Services performed (and the associated Fees) upon completion of an Engagement, upon termination of this Agreement and at monthly and half-monthly intervals, in respect of Services we have performed up to that time. We may also invoice you for any expenses

we incur on your behalf. Invoices are payable within 7 days following the invoice date.

Overdue amounts

If you do not pay an amount due under this Agreement on time, you must pay to us interest on the overdue amount until that amount is paid (with interest accruing on a daily basis), at the rate set from time to time under section 2 of the *Penalty Interest Rates Act 1983* (Vic).

Should we be required to take any action to recover unpaid amounts owing under this Agreement, you agree to indemnify us in relation to our reasonable debt collection and/or legal costs in doing so.

Site health and safety

You agree to:

- ensure, so far as is reasonably practicable, that the Site is safe and free from risks to health and safety;
- prior to any Engagement, inform us in writing of any material risks to the health and safety of any our staff members; and
- promptly inform us in writing of any new or materially increased risk to the health or safety of any of our staff members.

Site security

Prior to our first access to any Site, you agree to provide us with:

- keys, access cards and/or access codes required for our safe access to the Site;
- written directions on how to safely access the Site; and
- written directions on how to secure the Site following the conclusion of each Engagement.

Where you direct us to leave any door, window or gate on the Site unlocked or unsecured, you acknowledge and agree that we are not responsible for any damage to the Site or any loss you or any other person may suffer to the extent such damage or loss is reasonably attributable to the unlocked or unsecured access point, and fully release and indemnify us from same.

Equipment and utilities

Where we agree in a sole and complete discretion to use your equipment or products in the performance of the Services, you must:

- ensure the equipment is safe to use and in full working order; and
- provide instructions for use where reasonably necessary.

You acknowledge and agree we are not responsible for any Services which do not meet the standard required under this Agreement, to the extent that this is caused or contributed by:

- the equipment or products provided by you; or
- the unavailability of power or hot water at the relevant Site.

GST

The consideration for any supply made under or in connection with this Agreement does not include an amount for GST, unless it is expressly stated in this Agreement to be inclusive of GST.

If GST is or becomes payable on any supply made under or in connection with this Agreement (not being a supply for which the consideration is expressly stated in this Agreement to be inclusive of GST), the party required to provide the consideration for the supply must pay, in addition to and at the same time as the consideration is provided, an amount equal to the amount of GST on the supply.

Events beyond our reasonable control

If our performance of the Services is impacted by a Force Majeure Event, we are not liable (to the extent permitted by the Australian Consumer Law) for any failure or delay in performing any impacted Services under this Agreement, to the extent the failure or delay is caused by the Force Majeure Event.

Limited and excluded liability

Subject to the other paragraphs of this clause and to the extent permitted by the Australian Consumer Law, our liability to you under, or in connection with, this Agreement (including in relation to negligent acts or omissions) is limited to:

- the cost of having the Services supplied again; or
- the supplying of the Services again,

at our sole election.

Subject to the other paragraphs of this clause and to the extent permitted by the Australian Consumer Law, we will not be liable to you for damages under, or in connection with, this Agreement (including in relation to negligent acts or omissions), in respect of any Consequential Loss suffered by you.

The limits on, and exclusions of, liability in this clause do not apply in relation to:

- the personal injury (which includes illness) or death of any person; and
- our liability in connection with grossly negligent or fraudulent acts or omissions.

Termination

Except where the parties are subject to a Fixed Term Quote, a party may terminate this Agreement without cause upon the provision of 1 month's notice to the other party.

You may terminate this Agreement by notice in writing to us if:

- we breach this Agreement, and the breach is not remedied within 7 days of you notifying us of the breach in writing; or
- we repudiate this Agreement.

We may terminate this Agreement by notice in writing to you if:

- you breach this Agreement and the breach is not remedied within 7 days of us notifying you of the breach in writing; or
- you repudiate this Agreement.

Following the termination of this Agreement:

- each party is released from its obligations to further perform this Agreement; and
- each party retains its accrued rights and obligations under this Agreement; and
- you must pay the Fees relating to all Services performed up to the date of termination, along with any expenses we incurred on your behalf.

The termination or completion of this Agreement does not terminate any rights or obligations under this Agreement that by their nature are intended to survive termination or completion, including the parties' rights and obligations under this clause and under those clauses dealing with privacy, GST, liability and overdue amounts.

Privacy

By engaging us, you consent to our collection, use and disclosure of your personal information in accordance with our privacy policy located at <https://www.https://surfcoastcleaningcrew.com.au/privacy-policy>.

General

No provision of this Agreement will be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement.

The singular includes the plural and vice versa. A reference to two or more entities or persons is a reference to them jointly and severally.

This Agreement is the entire agreement between the parties about its subject matter and supersedes all previous communications, representations or agreements between the parties on the subject matter.

This Agreement is governed by the Law in force in the State of Victoria and the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of courts of the State of Victoria and the Commonwealth of Australia including the Federal Court and any courts that may hear appeals from those courts about any proceedings in connection with this Agreement.

Definitions

In this Agreement:

Agreement means this cleaning services agreement between you and us, providing for the performance of the Services, as constituted by these terms and conditions and the terms and conditions contained in the relevant accepted Quote.

Australian Consumer Law means the Australian Consumer Law as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth), including pursuant to section 8 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic).

Consequential Loss means:

- any form of indirect, special or consequential loss, including loss of reputation, loss of profits, loss of actual or anticipated savings, loss of bargain and loss of opportunity; and
- any loss beyond the normal measure of damages.

Engagement means an engagement to perform Services on a single Site on a single day.

Fees mean the fees payable by you to us as consideration for our performance of the Services.

Fixed Term Quote means a Quote which has a minimum term length specified, for example, 6 months.

Force Majeure Event means any act, event or cause, affecting us that is outside our reasonable control, including:

- war, acts or threats of terrorism, riots, revolutions, civil war, acts or threats of sabotage, national emergency (whether in fact or law), imposition of martial law, government requisition or any unlawful act against public order or authority;
- adverse weather conditions, acts of God and destruction by natural disasters including landslides, earthquakes, tsunamis, fires, storms, cyclones and floods;
- epidemics (including COVID-19), pandemics (including COVID-19), quarantines, radiation and radioactive contamination;
- boycotts, strikes and other labour availability difficulties, involving employees, contractors or agents of third parties; and
- delays caused by transport or traffic issues.

Law means the law in force in the jurisdiction in which the Services are to be performed, including common or customary law, equity, judgment, legislation, orders, regulations, statutes, by-law, ordinances or any other legislative or regulatory measures, including any amendment, modification or re-enactment of them.

Quote means a written and/or oral quote to perform Services in relation to a Site, and containing particulars relating to the Scope and Fees.

Scope means the particulars of the Services to be performed by us under this Agreement, as set out in a Quote and as varied from time to time in accordance with this Agreement.

Services mean the cleaning services performed by us under this Agreement, as specified in the Scope.

Site means each and every premises, property and/or building which we access in order to perform the Services under this Agreement.

We, we, Us, us, Our and **our** means Sophia Williams trading as Surf Coast Cleaning Crew.

You or **you** means the person engaging us to complete the Services.