

ACM

CARPET CLEANING

SERVICE AGREEMENT TERMS & CONDITIONS



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SINCE
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PO Box 349
CONCORD NSW 2137

1300 22 99 05
www.acmservices.com.au



- Carpet Steam Cleaning
- Upholstery Steam Cleaning
- Stain Removal
- In-Place Curtains
- Office Chair/s Steam Cleaning
- Office Lounge Steam Cleaning
- Water Extraction
- Other

BOOKED BY _____ BOOKING DATE _____

CLIENT DETAILS

WHAT ARE WE DEALING WITH

FIRST NAME _____

SURNAME _____

ADDRESS _____

PHONE NO _____

EMAIL _____

- Pet Stains
- Bleach Marks
- Yellowing
- Water Damage
- Food Stains
- Burns
- Filtration Soiling
- Regular Periodic Clean
- Paint Spots
- Unknown

TECHNICIAN _____

ROOMS / AREA DESCRIPTION

PRICE

AREA 1	_____	M2	QUOTED PRICE	\$ _____
AREA 2	_____	M2	TAX – 10% GST	\$ _____
AREA 3	_____	M2	TOTAL PRICE	\$ _____
AREA 4	_____	M2	REVISED PRICE (IF ANY)	\$ _____
AREA 5	_____	M2	TAX – 10% GST	\$ _____
AREA 6	_____	M2	TOTAL REVISED PRICE	\$ _____
AREA 7	_____	M2	CLIENT ACKNOWLEDGMENT	
AREA 8	_____	M2		

SERVICE DETAILS

DATE _____ TIME _____

I certify that I have read and agreed to pay the price and abide by the terms and conditions of this work order

I hereby acknowledge the satisfactory completion of the above-described work.

Terms and Conditions

These terms and conditions constitute the full and complete service agreement (the "Agreement") between you (the "Customer") and ACM Carpet Cleaning Services A.B.N 21 659 601 091 ("ACM") of PO Box 349 Concord, NSW 2137 Australia for the provision of services by ACM.

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

1. CARPET AND UPHOLSTERY CLEANING SERVICES

- a. Subject to the terms of this Agreement, ACM agrees to provide carpet and/or upholstery cleaning services (the "Service") to the Customer at an address specified by the Customer (the "Premises").
- b. The Service will be for such carpet cleaning and upholstery cleaning services as agreed with the Customer at the time of booking.
- c. ACM will provide one or more carpet cleaning technicians (the "Carpet Cleaner") to attend the Premises to provide the Service at a time and date mutually agreed between ACM and the Customer (the "Service Time").
- d. ACM endeavours to provide the Service faithfully, diligently and in a timely and professional manner.

2. ADDITIONS AND AMENDMENTS

- a. Any changes to the Service to be provided must be agreed by ACM prior to the Service Time.
- b. If the Customer requires any additional services or variations at the time the Service is being performed, the Customer must first contact ACM by telephone, who may agree to provide the additional services in its absolute discretion.
- c. The Carpet Cleaner is not authorised to agree to any changes to the Service being provided.
- d. The Customer must not request such changes directly from the Carpet Cleaner.

3. CUSTOMER REPRESENTATIONS AND WARRANTIES

The Customer represents and warrants that:

- a. it will provide a safe working environment at the Premises for the Carpet Cleaner to perform the Service;
- b. the Carpet Cleaner will have unencumbered and unobstructed access to those areas of the Premises requiring the Service;
- c. it will provide the Carpet Cleaner with access to all services and utilities (including hot and cold water, electricity, and rubbish bins) as required by the Carpet Cleaner to provide the Service;
- d. it will advise ACM prior to the commencement of the Service of any hazards, slippery surfaces, risks, or dangers.
- e. it is authorised to use the Premises and obtain the provision of Service;
- f. it 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.

4. HEALTH AND SAFETY RISKS

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

- a. the Carpet 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 Carpet 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 Carpet Cleaner, a risk to health and safety.
- c. moisture on your furniture and carpets can present a slip hazard on nearby hard surface areas, we ask that the Customer avoid any areas that we are cleaning, and will advise any other guests, residents, or contractors of this hazard until the carpets are dry.
- d. the Customer must agree to keep children or dependents away from any equipment or hot water being used as a part of the carpet and upholstery cleaning process.
- e. the Customer must ensure that the environment that the Customer is inviting the Carpet Cleaner to work in, is a safe environment free from electrical or structural hazard.
- f. carpet cleaning solutions should be considered poisonous and are not for human consumption.

5. BOOKINGS

- a. The Customer may make a booking by telephone, email or on the ACM Carpet Cleaning website.
- b. ACM provides all quotations at the time of booking and at the time of booking the Customer must provide details of any hazards, slippery surfaces, risks, or dangers.

- c. ACM reserves the right not to accept a booking for any reason.

6. JOB QUOTATIONS

- a. The actual price payable by the Customer is the quoted price provided by ACM.
- b. Any price quoted by ACM whether verbal or in writing is an estimate only based on ACM's experience, without inspection, and based on information provided by the Customer.
- c. Quotes are valid for a period of 30 days from the date of the quote.
- d. Any quote ACM provides either over the telephone or via email or through the internet on the ACM or any other website ACM may use to advertise on, is based on information provided by the Customer to ACM, and in the absence of specific room, or clearly definable descriptions will be based on standard room sizes/seating positions. If the actual work to be performed is different to what has been quoted for, the price will vary accordingly.
- e. When the Carpet Cleaner arrives at the Premises, they will inspect the areas the Customer has requested to be cleaned.
- f. The Carpet Cleaner may quote extra after inspection if there are extra rooms or areas that ACM were not informed of during the quotation process or if the condition of the carpet or upholstery is deemed to be different from the information provided by the Customer.
- g. The Carpet Cleaner will confirm the price with the Customer before work commences.
- h. Maximum room size applies for advertised or quoted 'per room' pricing structures. Maximum room size is 14 square meters and is based on a standard furnished room. Rooms less than 14 square meters will count as 1 standard room. Rooms over 14 square meters but under 28 square meters will count as 2 standard rooms.
- i. Carpeted steps are quoted per step.
- j. Upholstery cleaning prices are per seating position and are subject to the condition of the upholstery. Additional charges may apply for recliners, ottomans, chaises, and loose cushions.

- k. Spot and stain removal is included in ACM's carpet and upholstery cleaning price and the steam cleaning process.

7. STAINS

- a. The Carpet Cleaner will inspect the carpet, upholstery and stains before the Service commences.
- b. Stains derived from bleaching agents, acids and permanent dyes may be permanent and cannot be removed with any treatment. ACM and the Carpet Cleaner does not guarantee stain removal for permanent stains.
- c. ACM cannot be responsible for any pre-existing condition that is not apparent upon visual inspection of the Premises.
- d. The Carpet Cleaner may deem it 'un-feasible' to remove a particular stain or mark on the carpet when compared to the cost of replacement.

8. CANCELLATION FEES AND OTHER CHARGES

- a. The minimum charge for any Service is \$90.00 plus GST.
- b. Surcharges may be charged on any Service booked for weekends, after hours and public holidays.
- c. The Customer must telephone ACM prior to 4pm on the business day before the Service Time, if they wish to suspend, postpone, or cancel the Service for any reason.
- d. In the event that such notice has been given, ACM will endeavour to reschedule the Service if required.
- e. In the event that the Customer does not provide notice prior to 4pm on the business day before the commencement of the Service, the Customer agrees to pay a cancellation fee (minimum of \$90.00 plus GST) for administrative costs and loss.

9. FEE FOR NON-ACCESS TO PREMISES

- a. In the event that the Customer does not provide unencumbered access the Premises for ACM or its Carpet Cleaners to provide the Service, the Customer agrees to pay a cancellation fee equivalent to the minimum charge for administrative and travel costs.

10. PAYMENT TERMS

- a. The Customer agrees to pay the price quoted by ACM in full prior to the Service Time, unless otherwise agreed to and confirmed in writing by ACM at least 1 business day prior to the Service Time.
- b. If no payment has been made by the Service Time, ACM will use reasonable endeavours to contact the Customer for payment. In the event that ACM 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 8.
- c. Payments may be made in cash or by EFTPOS using a credit or debit card.
- d. The Customer understand and specifically acknowledges that cheques of any nature are not an acceptable form of payment.

Terms and Conditions

11. GST
 - a. Unless specified otherwise, all prices and quotations are expressed to be GST exclusive.
 12. LATE PAYMENT FEE
 - a. Where ACM has agreed and confirmed in writing at least 1 business day prior to the Service date 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.
 - b. The Customer agrees that if ACM has not received payment in full for the Service within 14 days of the original invoice date, an additional administration fee of \$90 +GST shall automatically be added to the invoice total.
 - c. The Customer further agrees that if ACM has not received payment in full for the Service within 30 days of the original invoice date Interest will be charged on the fixed rate of 18% per annum charged on the outstanding daily balance on a compounding basis.
 - d. If the Customer's account is outstanding for more than 3 months, the Customer by virtue of engaging ACM invites ACM to call at the Premises to collect payment in person, in which case the Customer agrees to pay to ACM an additional \$90 +GST as a call out fee. Said fee is in addition to the total amount outstanding and charged as a call out fee.
 - e. The Customer further agrees to pay to ACM \$90+GST as a call out fee for each occasion ACM is required to visit the Premises following any invoice that remains outstanding for 90 days.
 - f. ACM reserves the right to use its sole and unfettered discretion, pass any invoice that remains outstanding beyond 30 days on to a licensed debt collection agency and to refer the Customers personal details to credit reporting agencies if the Customer's account remains overdue past 30 days. The Customer acknowledges that this may incur additional charges.
 - g. In addition to the amounts set out above, the Customer agrees to indemnify ACM for all legal costs on a full indemnity basis and other expenses incurred by ACM in connection with any 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.
 13. NON-APPEARANCE
 - a. If a Carpet Cleaner fails to attend the Premises within 1 hour of the Service Time and does not provide the requested Service, ACM will offer to reschedule the Service at another time mutually agreed between the Customer and ACM.
 14. COMPLAINTS
 - a. If the Customer is dissatisfied for any reason with the Service provided, it must inform ACM in writing via email to admin@acmservices.com.au within 24 hours of completion of the Service.
 - b. In the event of a customer complaint, the Customer undertakes to give ACM the opportunity to rectify all work. Subject to clause 15, ACM may, at its sole and unfettered discretion, offer the Customer any of the following:
 - i. a partial or full refund;
 - ii. re-supply of the Service without charge;
 - iii. such other remedy as deemed appropriate by ACM.
 15. EXCLUSIONS AND LIMITATIONS
 - a. The only conditions and warranties which are binding on ACM in respect of the state, quality or condition of goods and services supplied by ACM to Customers are those imposed and required to be binding by statute (including the Australian Competition and Consumer Act).
 - b. To the extent permitted by statute, the liability, if any, of ACM is, at ACM's option, limited to and completely discharged by the resupply of the Service. ACM is not responsible for:
 - i. not completing or providing the Service as a result of a breach of a warranty by the Customer in clause 3 (including a failure by the Customer to provide utility services, a safe working environment or unencumbered access to the Premises); or
 - ii. not completing or providing the Service as a result of the Carpet Cleaner not proceeding for health and safety reasons under clause 4;
 - iii. 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 ACM;
 - iv. 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;
 - v. wear, damage, or stains that cannot be completely cleaned or removed;
 - vi. any wear or discolouring of fabric or surfaces becoming more visible once dirt has been removed;
 - vii. 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
 - viii. the cost of any key replacement or locksmith fees, unless keys were lost by ACM or the Carpet Cleaner.
 - c. Except as provided in this clause 15, 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 ACM are excluded.
 - d. The Customer acknowledges that the results of any services provided may vary depending on a number of factors (including time elapsed since the Premises was last carpet cleaned and nature of carpet and upholstery cleaning required), and that ACM gives no guarantee as to the actual results of the Service.
 - e. Except to the extent provided in this clause, ACM 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 ACM (including any loss caused by, or resulting directly or indirectly from, any failure, defect or deficiency or any kind of or in the products used or services provided by ACM).
16. INDEMNITY

The Customer indemnifies ACM against:

 - a. 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 3; and
 - b. all legal costs on a full indemnity basis and other expenses incurred by ACM in connection with any 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).
17. ACCIDENTS, BREAKAGE, DAMAGE & THEFT
 - a. The Customer must inform ACM of any incident in writing via email to admin@acmservices.com.au within 24 hours of completion of the Service. For the sake of clarity an incident means an accident, breakage, damage to property or theft has occurred due to any act of the Carpet Cleaner.
 - b. 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 ACM within 24 hours of completion of the Service.
 - c. To the extent permitted by law, damage or loss to the following items is specifically excluded from the liability of ACM under these terms and conditions:
 - I. cash,
 - II. jewellery,
 - III. art,
 - IV. antiques, and
 - V. items of sentimental value.
18. TERMINATION
 - a. This Agreement may be terminated by the Customer by providing at least 24 hours' notice in writing via email to admin@acmservices.com.au prior to the Service Time.
 - b. Subject to clause 18(c), ACM may terminate this Agreement by providing the Customer with at least 24 hours' notice in writing via email to the Customers last known email address prior to the Service Time.
 - c. ACM may terminate this Agreement with immediate effect if the Customer is in breach of this Agreement, and in the sole and unfettered opinion of ACM, that breach is incapable of remedy.
19. CHANGES TO THIS AGREEMENT
 - a. ACM 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 the ACM website. Each updated agreement will take effect 24 hours after it has been published on the website.
 - b. The Customer agrees that any use of the Service following any such change, whether as a single job or as part of a regular carpet cleaning schedule, constitutes their agreement to follow and be bound by the terms and conditions as changed.
20. LAW & JURISDICTION
 - a. The Customer and ACM acknowledge and accept that this Agreement shall be construed and interpreted in accordance with the laws of Queensland, and both agree to submit to the exclusive jurisdiction of the courts of Queensland in the event of any dispute
21. SEVERABILITY
 - a. 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.