



# BOND CLEANING SPECIALIST

ELEVATE YOUR BOND CLEANING EXPERIENCE

## Terms & Conditions

Use of our services constitutes your acceptance of our Customer Service Agreement! Should you require any further information in relation to our customer service agreement please contact us through our email address and we will endeavor to respond to your enquiry within 28 business days.

### 1. Cleaning Services

A. Subject to the terms of this Agreement, Bond Cleaning Specialist agrees to provide cleaning services (the "Service") to the Customer at an address specified by the Customer (the "Premises").

B. The Service will be for such cleaning duties as agreed to by the Customer and Bond Cleaning Specialist at the time of booking.

C. Bond Cleaning Specialist endeavors to provide the Service faithfully, diligently and in a timely and professional manner

### 2. Additions and Amendments

Any changes to the Service to be provided must be agreed to by Bond Cleaning Specialist prior to the starting of any work. If the Customer requires any additional services or variations at the time the Service is being performed, the Customer must first contact Bond Cleaning Specialist Administration/management by telephone unless management is on-site, who may agree to provide the additional service/s in its absolute discretion. The Cleaner is not authorized to agree to any changes or variations to the Service being provided without first consulting Bond Cleaning Specialist management. The Customer must not request such changes directly from the Cleaner. If Bond Cleaning Specialist attends a job site with the provision that a job has been confirmed by a client and the services are no longer needed or warranted without at least 24 Hours' notice Bond Cleaning Specialist may in its sole discretion charge a call out fee.

### 3. Customer Representations and Warranties

The Customer represents and warrants that:

A. They will provide a safe working environment at the Premises for the Cleaner to perform the Service;

B. The Cleaner will have unencumbered and unobstructed access to those areas of the Premises requiring the Service;

- C. They will provide the Cleaner with access to all services and utilities (including hot and cold water, electricity, and rubbish bins) as required by the Cleaner to provide the Service;
- D. Any cleaning equipment and materials provided by the Customer are safe, have not been tampered with and are in full working order;
- E. The Client will advise Bond Cleaning Specialist prior to the commencement of the Service of any hazards, slippery surfaces, risks or dangers, ingrained dirt, grease or grime at the Premises;
- F. The Client authorizes Bond Cleaning Specialist to use the Premises to provide the Service;
- G. If the Customer requires the Cleaner to clean behind or under any heavy items (e.g. a fridge, bookshelves or other furniture), they will move those items prior to the commencement of the Service
- H. The Client will secure or remove any fragile, delicate, breakable or valuable items, including cash, jewelry, works of art, antiques, or items of sentimental value prior to the commencement of the Service.
- I. The Client will ensure the property has been fully vacated prior to our cleaner's attendance for bond/exit cleans.

#### 4. Health and Safety Risk

In addition to the obligations and warranties set out in section 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. Any windows above the height of 2m may require special equipment of which will be provided at the Customer's sole expense should this be a requirement of the service.
- B. 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 pose a risk to health and safety.
- C. 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.
- D. Abuse or assault, verbal or physical, on our staff will not be tolerated and legal action or criminal prosecution will be taken against any Customer or 3rd party who is in breach of this subsection.

#### 5. No Engagement of Cleaners

- A. The Customer acknowledges Bond Cleaning Specialist invests significant resources in recruiting, selecting and training its Cleaners. Unless Bond Cleaning Specialist gives prior written permission, the Customer must not, directly or indirectly, engage, employ or contract with any Cleaner to provide domestic services to the Customer or any associate of the customer for any period during which services are provided by Bond Cleaning Specialist for a period within 2 Years after the conclusion of commercial Service.
- B. The Customer acknowledges that a Bond Cleaning Specialist may suffer loss and damage, including, without limitation, consequential loss, as a result of a breach of this clause by the Customer.

## 6. Job Quotations

- A. The actual price payable by the Customer is calculated on the size of the property.
- B. Any price quoted by Bond Cleaning Specialist is an estimate only based on Bond Cleaning Specialist experience, without inspection, and based on information provided by the Customer over the phone or through online websites and or email correspondence. Subject to this clause, quotes are valid for a period of 30 days from the date of the quote and are only valid after inspection of the premises is first carried out.
- C. 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 Bond Cleaning Specialist, Bond Cleaning Specialist 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. If our office staff are unable to contact the Customer, the Service will end at the pre-stated time advised in the estimate given or at the time of booking, Bond Cleaning Specialist has the right however to make an informed decision on the clients behalf as to complete the service or terminate services should terminating the service restrict or deny the clients likelihood of having their bond return to them.
- D. Secure parking must be provided by the Customer. Any parking cost must be disclosed to office staff at the time of the booking and covered by the Customer, Should our cleaners incur a parking charge this will be on charged to the client.
- E. One room is considered no larger than 16 m<sup>2</sup>. Lounge and dining room are charged as 2 rooms. Hallways over 4m are considered to be 1 room and longer than 8m will be quoted on the day. Bond Cleaning Specialists have the right to charge for additional cleaning and will advise at the beginning of each job whether this will apply. Pricing over the phone cannot be guaranteed until visual inspection occurs on the day. Bond Cleaning Specialists have the right to refuse a job and will discuss the price prior to any work being carried out. Bond Cleaning Specialists will endeavor to remove all stains although no guarantee can be given to the actual removal of any stain. Drying times with regard to carpet cleaning depend on good ventilation to the property and Bond Cleaning Specialist does not guarantee the actual time for drying of cleaned items and or carpets.
- F. Free services are provided for free, no refunds are given for any service that is free if Bond Cleaning Specialist cannot Attend for any reason and also if there is a complaint in regards to stains, or not being cleaned correctly.
- G. Bond Cleaning Specialist. Will only take machinery up 1 flight of stairs where a lift is not present but not any further.
- H. If fleas are present at the property Bond Cleaning Specialist will not be responsible for carpet cleaning of any rooms, Also Bond Cleaning Specialists have the right to refuse to complete the job and this will incur a fee for time incurred.

## 7. Bookings

- A. The Customer may make a booking either by telephone, email or on the Bond Cleaning Specialist website or affiliated trading sites. Any booking made on the website will only be scheduled upon the completion of a phone call, email confirmation and reply to that email.
- B. 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;
- C. Bond Cleaning Specialist provides all quotations at the time of booking in good faith and with the information provided by The Customer. If any information is not provided at quoting, Bond Cleaning Specialist reserves the right to alter the price of The Service.
- D. The Customer agrees to provide Bond Cleaning Specialists with their valid credit card details at the time of booking, or on the day of the service and authorizes Bond Cleaning Specialists to debit any card with an amount equal to any service and/or cancellation fees that may apply under this Agreement.
- E. Bond Cleaning Specialist reserves the right not to accept a booking at its sole discretion.
- F. The Customer must inform Bond Cleaning Specialist at the time of booking if they have special requirements related to allergies or issues with specific cleaning products and other arrangements can be made prior to the service taking place

#### 8. Payment Terms

- A. The Customer agrees to pay the estimated price quoted by Bond Cleaning Specialist in full prior to or at the Service Time, unless otherwise agreed in advance with Bond Cleaning Specialist
- B. If no payment has been made by the Service Time, Bond Cleaning Specialists will use reasonable endeavors to contact the Customer for payment. In the event that a Bond Cleaning Specialist cannot contact the Customer or payment is not made by the Service Time, the Customer will be deemed to have canceled the Service, and the Customer must pay any cancellation fees or charges due set out in Section 2C. If the customer fails to make payment and the services have been carried out, Bond Cleaning Specialist reserves the right to charge a 9% surcharge during the first 5 days, thereafter legal action may be pursued.
- C. Payments may be made via credit card, bank transfer or in cash.
- D. Customer's payments to a One Off cleaning job must be settled in cash or credit card payment if not received on the day, a surcharge of 9% will be enforced – If the customer fails to settle the payment within 5 working days, Bond Cleaning Specialist have the right to send the customers file to a debt collecting agency. If a customer wishes to pay by credit card for a One Off job, details must be provided upon phone confirmation from Bond Cleaning Specialist and payment will be taken after the customer has confirmed the Service provided is satisfactory.
- E. If cleaners have been at the property and cleaned and then you cancel for whatever reason Bond Cleaning Specialist will refund or deduct from credit card the amount of hours the cleaner/s were there and also a cancellation fee.

#### 9. GST

A. unless specified otherwise, all prices and quotations are expressed to be GST INCLUSIVE amounts.

B. If GST is payable in respect of anything supplied to the Customer under this Agreement, then the amount which the Customer is obliged to pay for that supply (Original Amount) will (subject to the receipt of a valid tax invoice) be grossed up so that it results in, Bond Cleaning Specialist retaining the Original Amount plus any GST amount.

#### 10. Late Payment Fee

A. Where, Bond Cleaning Specialist 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.

B. The Customer agrees that if Bond Cleaning Specialist has not received payment in full for the Service within one calendar month of the original invoice date then a late payment fee of 9% will be charged for every month unless alternative arrangements can be made with the accounts department.

C. In addition to the amounts set out above, the Customer agrees to indemnify, Bond Cleaning Specialist for all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by, Bond Cleaning Specialist 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.

D. Bond Cleaning Specialist reserves the right to report any non-payment to either a collection agency and or is not limited to also report non-payment to the Rental Tenancies Authority (RTA) and or your property agent at its sole discretion and in doing this may affect your credit rating and or ability to seek rental properties in the future.

#### 11. Non-appearance

If a Cleaner fails to attend the Premises within 2 hours of the Service Time and does not provide the requested Service Bond Cleaning Specialist will provide the Customer with either:

A. A full refund of payments made by the Customer; or

B. Offer to reschedule the Service at another time mutually agreed between the Customer and, Bond Cleaning Specialist

#### 12. Complaints

If the Customer is dissatisfied for any reason with the Service provided, they must inform, Bond Cleaning Specialist within 3 Business Days of completing the Service or, Bond Cleaning Specialist will not guarantee and or rectify the service. , Bond Cleaning Specialist strives to achieve 100% customer satisfaction where reasonably possible in its efforts to provide the Service and will endeavor to resolve a problem quickly and efficiently however, Bond Cleaning Specialist reserves the right to re-attend up to 7 business days after the complaint has been made, if real estate or management do not allow more than 48 hours for Bond Cleaning Specialist to attend to the property then no refund will be given. Bond Cleaning Specialist

will only return FREE OF CHARGE to services in which a FULL SERVICE has been completed. The customer holds the sole responsibility of entrance to the property and must provide a detailed list of required rectification points to our cleaners upon their arrival. In addition to the above mentioned it is a requirement that either the managing agent and or the client is present at the property and signs off on the rectification clean once their satisfaction has been met. Any rectification clean is deemed complete if the above mentioned requirements are not adhered to., Bond Cleaning Specialist may, at its discretion, offer the Customer either of the following options at its sole discretion:

- A. A partial or full refund;
- B. Re-supply of the Service without charge;
- C. Such other remedy as deemed appropriate by, Bond Cleaning Specialist

### 13. Exclusions and Limitations

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

B. To the extent permitted by statute, the liability, if any, of Bond Cleaning Specialist is, at, Bond Cleaning Specialist option, limited to and completely discharged by the resupply of the Service. , Bond Cleaning Specialist is not responsible for:

- Not completing or providing the Service as a result of a breach of our Customer Service Agreement by the Customer (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.
- 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 , Bond Cleaning Specialist
- 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 discoloration 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 Bond Cleaning Specialist staff members.
- 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 Bond Cleaning Specialists are excluded.
- 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 the nature of cleaning required), and that , Bond Cleaning Specialist gives no guarantee as to the actual results certain marks and/or stains.

#### 14. Indemnity

The Customer indemnifies, Bond Cleaning Specialist 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.

B. All legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by , Bond Cleaning Specialist 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).

#### 15. Accidents, Breakage, Damage & Theft

A. The Customer must inform, Bond Cleaning Specialist 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 and or contact the local authorities if needed.

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, Bond Cleaning Specialist 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 Bond Cleaning Specialists under these terms and conditions: cash, jewelry, art, antiques, and items of sentimental value.

#### 16. Cancellation Fees

A. The Customer must provide, Bond Cleaning Specialist with at least 24 hours' notice prior to the Service Time, if they wish to suspend, postpone, alter or cancel the Service for any reason.

B. In the event that such notice has been given, Bond Cleaning Specialist will endeavor to reschedule the Service if required.

C. 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 (inclusive of GST) for administrative costs and loss. This may be charged at, Bond Cleaning Specialist Sole discretion.

#### 17. Fee for Non-access to Premises

A. In the event that the Customer does not provide unencumbered access to the Premises for Bond Cleaning Specialist or its Cleaners to provide the Service, the Customer agrees to pay a cancellation fee equivalent to 2 hours cleaning (inclusive of GST) for administrative and travel costs. Collection of keys or key cards to gain access to The Property is permitted but done so at Cleaners discretion and Customers expense.

#### 18. Fix Up/Free Revisit Conditions

A. Fix up/Free re-visit once only .with supplied list from customer .

B. The Customer is required to attend the property after any service is completed while the staff are still present to prevent any requirement of a fix up to be necessary and sign the job sheet paperwork provided if satisfied.

C If the Customer is unable to attend the Fix up or signs off on what they later consider to be an unsatisfactory Service, no 2nd visit will be provided free of charge, rates will apply .

D Any other one off jobs where the customer has been present at the completion of work but remains unsatisfied, a supervisor will be sent out to inspect the cleaners work and if deemed unsatisfactory, will provide a free Fix Up. No Fix Up will be provided to one off jobs where the customer has not inspected at the end of the clean while the cleaners are still present and, Bond Cleaning Specialist accepts no third party liability.

E If the time estimated by office staff at the time of booking is insufficient to complete The Service for any reason, staff will contact the Customer. If the Customer denies the request for increased time, cleaners will complete as much as possible in the time specified and Fix Up services will only be available for rooms where the Service has taken place and no others.

#### 19. Termination

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

B. Bond Cleaning Specialists may terminate this Agreement by providing the Customer with at least 24 hours' notice prior to the Service Time.

C. Bond Cleaning Specialist may terminate this Agreement with immediate effect if the Customer is in breach of this Agreement, and in the opinion of, Bond Cleaning Specialist that breach is incapable of remedy.

#### 20. Privacy Policy

A. The Customer acknowledges that any information provided by the Customers may be used by Bond Cleaning Specialists for the purpose of providing the Service.

B. The Customer agrees that Bond Cleaning Specialists may use the Customer's information for marketing purposes, including but not limited to offers and promotions.

C. Bond Cleaning Specialist agrees not to share any information provided by the Customer with any third party not directly involved in the provision of the Service.

#### 21. General

A. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings and representations whether oral or in writing.

B. Any variation to this Agreement must be in writing and signed by both parties.

C. Any provision of this Agreement which is void or unenforceable may be severed from this Agreement without affecting the enforceability of other provisions.

D. A failure by, Bond Cleaning Specialist to exercise a right under this Agreement does not constitute a waiver of that right.

E. This Agreement is governed by the laws of Queensland, and the parties submit to the non-exclusive jurisdiction of the courts of Queensland.

F. Clauses 13 (Exclusions and Limitations), 14 (Indemnity), 15 (Accidents, Breakage, Damage & Theft) and 20 (Privacy Policy) survive termination or expiry of this Agreement.



## 22. Dispute Resolution

A. In the event of any dispute arising out of or in connection with this Agreement, the parties agree to first attempt to resolve the dispute through negotiation between themselves.

B. If the parties are unable to resolve the dispute through negotiation within a reasonable period, either party may refer the dispute to mediation by a mediator agreed upon by both parties.

C. If mediation is unsuccessful, the parties may then pursue any other legal remedies available to them.

## 23. Amendments to Terms and Conditions

A. Bond Cleaning Specialist reserves the right to amend these terms and conditions at any time, effective upon posting of the amended terms and conditions on its website or otherwise notifying the Customer.

B. It is the responsibility of the Customer to review these terms and conditions periodically for any changes. Continued use of the Service after any such changes shall constitute acceptance of the amended terms and conditions.