



AVI PROTECTION GROUP

KEEPING YOU SECURE SINCE 2019

Address: 52 Elbow Street, West Kempsey NSW 2440

Postal: PO BOX 56 Kempsey NSW 2440

NSW M/L: 000108237

Website: www.aviprotectiongroup.com.au

Email: Operations@aviprotectiongroup.com.au

AVI PROTECTION GROUP Cleaning Terms and 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 endeavour to respond to your enquiry within 28 business days.

1. Cleaning Services

A. Subject to the terms of this Agreement, AVI PROTECTION GROUP 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 AVI PROTECTION GROUP at the time of booking.

C. AVI PROTECTION GROUP endeavours 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 AVI PROTECTION GROUP prior to starting any work. If the Customer requires any additional services or variations at the time the Service is being performed, the Customer must first contact AVI PROTECTION GROUP 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 AVI PROTECTION GROUP management. The Customer must not request such changes directly from the Cleaner. If AVI PROTECTION GROUP 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 AVI PROTECTION GROUP may in its sole discretion charge a cancellation 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 AVI PROTECTION GROUP 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 AVI PROTECTION GROUP 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, jewellery, 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 risks at the Premises. Any windows above the height of 2m may require special equipment 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 poses 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 that AVI PROTECTION GROUP invests significant resources in recruiting, selecting and training its Cleaners. Unless AVI PROTECTION GROUP 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 AVI PROTECTION GROUP for a period within 2 Years after the conclusion of commercial Service.

B. The Customer acknowledges that AVI PROTECTION GROUP 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, Hourly rates, duties to be undertaken and other relevant factors.



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B. Any price quoted by AVI PROTECTION GROUP is an estimate only based on AVI PROTECTION GROUP 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 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 providing the Service, it is apparent that the actual cost of the Service will exceed the quote provided by AVI PROTECTION GROUP, AVI PROTECTION GROUP 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, AVI PROTECTION GROUP has the right however to make an informed decision on the client's 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 the office staff at the time of the booking and covered by the Customer, Should our cleaners incur a parking charge this will be charged to the client.

E. One room is considered no larger than 16 m². The 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. AVI PROTECTION GROUP has 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 a visual inspection occurs on the day. AVI PROTECTION GROUP has the right to refuse a job and will discuss the price prior to any work being carried out. AVI PROTECTION GROUP will endeavour 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 on the property and AVI PROTECTION GROUP 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 are free if AVI PROTECTION GROUP cannot Attend to for any reason and also if there is a complaint in regards to stains, or not being cleaned correctly.

G. AVI PROTECTION GROUP. 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 AVI PROTECTION GROUP will not be responsible for carpet cleaning of any rooms, Also AVI PROTECTION GROUP 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 AVI PROTECTION GROUP 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. AVI PROTECTION GROUP provides all quotations at the time of booking or within 2 business days in good faith and with the information provided by The Customer. If any information is not provided at quoting AVI PROTECTION GROUP reserves the right to alter



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the price of The Service.

D. The Customer agrees to provide AVI PROTECTION GROUP with their valid credit card details at the time of booking, or on the day of the service and authorizes AVI PROTECTION GROUP to debit any card with an amount equal to any service and/or cancellation fees that may apply under this Agreement.

E. AVI PROTECTION GROUP reserves the right not to accept a booking at its sole discretion.

F. The Customer must inform AVI PROTECTION GROUP 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 AVI PROTECTION GROUP in full prior to or at the Service Time unless otherwise agreed in advance with AVI PROTECTION GROUP

B. If no payment has been made by the Service Time, AVI PROTECTION GROUP will use reasonable endeavours to contact the Customer for payment. If AVI PROTECTION GROUP 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 Section 2C. If the customer fails to make payment and the services have been carried out AVI PROTECTION GROUP 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, AVI PROTECTION GROUP 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 AVI PROTECTION GROUP and payment will be taken after the customer has confirmed the Service provided is satisfactory.

9. GST

A. unless specified otherwise, all prices and quotations are expressed to be GST EXCLUSIVE 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, AVI PROTECTION GROUP retaining the Original Amount plus any GST amount.

10. Late Payment Fee

A. Where AVI PROTECTION GROUP 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 AVI PROTECTION GROUP 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, AVI PROTECTION GROUP for all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by, AVI PROTECTION GROUP 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. AVI PROTECTION GROUP 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 AVI PROTECTION GROUP 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, AVI PROTECTION GROUP

12. Complaints

If the Customer is dissatisfied for any reason with the Service provided, they must inform, AVI PROTECTION GROUP within 3 Business Days of completing the Service or, AVI PROTECTION GROUP will not guarantee and or rectify the service. , AVI PROTECTION GROUP strives to achieve 100% customer satisfaction where reasonably possible in its efforts to provide the Service and will endeavour to resolve a problem quickly and efficiently however, AVI PROTECTION GROUP 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 AVI PROTECTION GROUP to attend to the property then no refund will be given. AVI PROTECTION GROUP 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 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., AVI PROTECTION GROUP 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, AVI PROTECTION GROUP



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13. Exclusions and Limitations

A. The only conditions and warranties that are binding on, AVI PROTECTION GROUP in respect of the state, quality or condition of goods and services supplied by, AVI PROTECTION GROUP 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 AVI PROTECTION GROUP is, at AVI PROTECTION GROUP option, limited to and completely discharged by the resupply of the Service. , AVI PROTECTION GROUP 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, AVI PROTECTION GROUP
- Not completing or providing the Service due to an act or omission of the Customer or any other person at the Premises during the 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, AVI PROTECTION GROUP 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, AVI PROTECTION GROUP are excluded.
- The Customer acknowledges that the results of any services provided may vary depending on several factors (including materials used, equipment provided, time elapsed since Premises was last cleaned, and the nature of cleaning required), and that, AVI PROTECTION GROUP gives no guarantee as to the actual results certain marks and/or stains.

14. Indemnity

The Customer indemnifies, AVI PROTECTION GROUP 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, AVI PROTECTION GROUP 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, AVI PROTECTION GROUP 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, AVI PROTECTION GROUP 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, AVI PROTECTION GROUP under these terms and conditions: cash, jewellery, art, antiques, and items of sentimental value.

16. Cancellation Fees

A. The Customer must provide, AVI PROTECTION GROUP 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. If such notice has been given, AVI PROTECTION GROUP will endeavour to reschedule the Service if required.

C. If 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 the amount of \$50 or 2 hours of cleaning (inclusive of GST) for administrative costs and loss. This may be charged at, AVI PROTECTION GROUP Sole discretion.

17. Fee for Non-access to Premises

A. If the Customer does not provide unencumbered access to the Premises for AVI PROTECTION GROUP or its Cleaners to provide the Service, the Customer agrees to pay a cancellation fee to the amount of \$50 or 2 hours of 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 the cleaner's discretion and the Customer's expense.

18. Fix Up/Free Re-Visit Conditions

A. Fix up/Free re-visit once only with the supplied list from the 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, and 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 cleaner's 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 cleaning while the cleaners are still present and, AVI PROTECTION GROUP 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. AVI PROTECTION GROUP may terminate this Agreement by providing the Customer with at least 24 hours' notice prior to the Service Time.
- C. AVI PROTECTION GROUP may terminate this Agreement with immediate effect if the Customer is in breach of this Agreement, and in the opinion of, AVI PROTECTION GROUP that breach is incapable of remedy.

20. Privacy Policy

- A. The Customer acknowledges that any information provided by the Customer may be used by AVI PROTECTION GROUP to provide the Service. AVI PROTECTION GROUP 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).
- B. The Customer agrees to, AVI PROTECTION GROUP communicating with them electronically and/or via other means to provide the Service or for reasons related to the provision of the Service.
- C. AVI PROTECTION GROUP will take all reasonable precautions to protect personal information provided by the Customer from loss, misuse, unauthorized access or disclosure, alteration or destruction.
- D. Our website uses cookies to analyse website traffic and help us provide a better website visitor experience. A cookie is a small file placed in your web browser that collects information about your web browsing behaviour. Cookies do not access information stored on your computer or any personal information (e.g. name, address, email address or telephone number). Most web browsers automatically accept cookies, but you can choose to reject cookies by changing your browser settings. Cookies obtained from this website may be used to serve relevant ads to website visitors through third-party services such as Google Adwords. These ads may appear on this website or other websites you visit.

21. Changes to this Agreement

- A. AVI PROTECTION GROUP 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 edited.
- 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 cleaning schedule, constitutes their agreement to follow and be bound by the terms and conditions as changed.

22. Law & Jurisdiction

- A. The Customer and, AVI PROTECTION GROUP acknowledge and accept that this Agreement shall be construed and interpreted in accordance with the laws of New South



Wales and both agree to submit to the exclusive jurisdiction of the courts of New South Wales in the event of any dispute.

23. 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.

24. 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, AVI PROTECTION GROUP

25. Other, AVI PROTECTION GROUP holds no responsibility for the loss, Damages, or any injury incurred as a result of the customer being at the site. AVI PROTECTION GROUP deems the address where work is being carried out to be unsafe, slippery, and or incomplete until such work has been completed and or signed off by the staff in attendance. Customers have the right to inspect the property after such time that all work has been completed and is deemed to be safe by, AVI PROTECTION GROUP at our convenience AVI PROTECTION GROUP takes no responsibility for its contractors or subcontractors in any way or form. , AVI PROTECTION GROUP has the right to report non-payment of services to either the Police or a credit reporting agency as it sees fit., AVI PROTECTION GROUP have the right at any point to review its customer Service agreement and make changes where it sees fit.