



PRESSURE WASHING SERVICE AGREEMENT TERMS & CONDITIONS

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ACM Pressure Washing Services

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

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

1. DEFINITIONS

ACM	ACM Pressure Cleaning A.B.N 21 659 601 091
Agreement	Terms and conditions set out in this document.
Customer	You. The person and/or entity engaging ACM.
Minimum Charge	\$150.00 + GST
PC Operator	ACM's Pressure Cleaning Operator
Premises	Where the work is to take place
Service	As defined in the Quotation
Third Party	See paragraph immediately below.

If you are engaging ACM on behalf of your employer or any other person or entity ("**Third Party**"), you warrant that you have full legal authority to bind the Third Party to these terms and conditions. Accordingly, all references in these terms to "you" or "Customer" shall be deemed to bind you and the Third Party jointly and severally, except where the context may otherwise require. If you do not have such authority, then you may not engage ACM on behalf of the Third Party.

2. MARKETING & COMMUNICATION

- a. By providing ACM with your email address and telephone number, you agree that we may use your email address and/or telephone number to send you important notifications and communications about our services, news, and special content.
- b. If you do not wish to receive these emails, you may opt-out of receiving them by ticking the box to the right, ☐ however, please be aware opting out may prevent you from receiving emails regarding the Service.
- c. Use of ACM's services constitutes the Customers irrevocable consent to ACM's use of images, text, testimonials, quotes, videos or any derivative thereof taken at the Premises prior to, during or on the day of the service after the Service is complete by ACM or its representatives for use by ACM in marketing or advertising.
- d. It is agreed by the Parties to this Agreement that ACM will make use of the components outlined in item c of this item 2 without the need to pay any money to the Customer or anyone else.
- e. If the Customer wishes to omit paragraph 2(c) from the terms of the Agreement, the Customer agrees to notify ACM in writing at the time of accepting the Quotation.

3. BOOKINGS

- a. The Customer may make a booking by telephone, email or on the ACM website www.acmservices.com.au
- b. The Customer agrees to provide details of all and any hazards, slippery surfaces, risks, or dangers present at the Premises at the time of booking the Service. In the absence of the Customer providing this information or providing inaccurate information in an attempt to secure a cheaper price or any other reason;
 - i ACM reserves the right in its sole and unfettered discretion to either amend the quotation price on the day of the service by ACM issuing a revised quotation advising the Customer of a variation in price prior to commencement of the Service; or
 - ii cancel the service altogether if it has safety concerns.

In the event of an amended quotation being issued, the Customer may choose to accept or reject the amended quotation, however in the event the Customer decides to reject the amended quotation, the Customer agrees to pay a cancellation fee equivalent to the minimum charge for administrative and travel costs.

- c. ACM will provide all quotations at the time of booking or as soon as practicable thereafter; and
- d. All quotations and any revision thereof will be provided in writing and sent to the Customer by email; and

- e. ACM reserves the right in its sole and unfettered discretion to either accept or reject any booking without the need to provide any reason whatsoever.

4. ESTIMATES & QUOTATIONS

- a. Any price quoted by ACM whether verbal or in writing, without inspection of the Premises is an estimate only, and is provided based solely on information provided by the Customer at the time.
- b. Any estimate provided by ACM whether verbal or in writing, either over the telephone or via email or through the internet, is based solely on information provided by the Customer to ACM.
- c. In the absence of the Customer providing ACM with specific area dimensions, surface conditions, and where requested photographs along with clearly definable descriptions of what is required, an estimate will be based on estimated area dimensions and surface conditions; and
- d. Upon inspection of the Premises, should the actual Service required be different to what has been estimated, ACM reserves the right in its sole and unfettered discretion to vary and amend the estimated price in its Quotation.
- e. An estimate can only become a firm quotation;
 - i after ACM has inspected the Premises and the Customer understands that this is quite often not until the day of the Service; and
 - ii When the PC Operator arrives at the Premises on the day of the Service, the PC Operator will inspect the areas the Customer has requested to be cleaned and report his finding to ACM; and
 - iii ACM will shortly thereafter issue the Customer with a written Quotation following said inspection.
- f. The PC Operator may recommend ACM quote more than was estimated after inspection if there are extra items or areas that ACM were not informed of during the estimation process or if the condition of the items or area is deemed to be different from the information provided by the Customer.
- g. The PC Operator will confirm the Customers acceptance of the Quotation with the Customer before work commences by obtaining the Customers signature on the quotation form.
- h. Estimates are valid for 30 days from the date of issue.
- i. Quotations are valid only for the day they are issued.

5. PRESSURE CLEANING SERVICES

- a. Subject to the terms and conditions of this Agreement, ACM agrees to provide Pressure Cleaning Services (the "Service") to the Customer at an address specified by the Customer (the "Premises").
- b. The Service will be for such Pressure Cleaning services as agreed outlined in the Quotation.
- c. ACM will provide one or more Pressure Cleaning operators (the "PC Operator") 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.

6. ADDITIONS AND AMENDMENTS TO THE SERVICE

- a. If the Customer requires any changes additions to the Service as outlined in an Estimate, the Customer agrees to provide details of same to ACM prior to the ACM issuing the final Quotation on the day of the Service.
- b. If the Customer requires any additional services or variations after the Service has commenced, the Customer must first contact ACM by telephone, who may agree to provide the additional services in its absolute sole and unfettered discretion.
- c. The PC Operator is not authorised to agree to any changes to the Service being provided once the final Quotation has been accepted by the Customer; and
- d. The Customer must not request such changes directly from the PC Operator.

7. COMPETENCE & RISK

- a. ACM will make every effort to perform the job to the client's satisfaction and specifications in accordance with these terms and conditions.
- b. ACM makes no representations as to the condition of any surface after it has been pressure cleaned and accordingly the Customer releases ACM and agrees to hold it harmless for any loss or damage caused to the Premises as a result of the Service.

8. CUSTOMER REPRESENTATIONS AND WARRANTIES

The Customer represents and warrants that:

- a. the Premises is in good repair and weathertight; and
- b. all materials and items used in the construction of the Premises or materials, or any items used in any subsequent alteration and/or maintenance of the Premises is suitable and will protect the Premises throughout the Service; and
- c. it understands that it is the Customer's responsibility to ensure all electrical services including but not limited to any receptacles containing electricity or electrical devices of any nature whatsoever, lights, fans, motors, or any other thing where electricity is present are covered and made to be waterproof; and
- d. it understands that in the event of any water or other damage to any part of the Premises it will hold ACM harmless and free of all responsibility for said damage and hereby indemnifies ACM and its staff, contractors, directors and shareholders against any damage whatsoever caused as a result of water infiltration to any part of the Premises whatsoever; and
- e. the Customer understands ACM cannot guarantee removal of artillery fungus from exterior house surfaces; and
- f. it understands that windows may become water spotted as a result of the Service and that window cleaning is not included as part of the Service unless specifically included in the written quotation; and
- g. it understands that it is the Customer's responsibility to provide a safe working environment at the Premises for ACM to perform the Service; and
- h. it further understands that it is the Customer's responsibility to advise ACM at least 24 hours prior to the commencement of the Service of any hazards, sloping surfaces, risks, or dangers present at the Premises; and
- i. it understands that it is the Customer's responsibility on the day and at the time of the Service to provide the PC Operator with unencumbered and unobstructed access to those areas of the Premises requiring the Service; and
- j. it understands that it is the Customer's responsibility to provide the PC Operator with access to all services and utilities including hot and cold water, electricity, and rubbish bins as required by the PC Operator to provide the Service;
- k. it is authorised to use the Premises and obtain the provision of Service;

9. THE PREMISES

- a. The customer agrees to ensure that;
 - i. no clothes or other items will be hanging outside; and
 - ii. all plants will be removed; and
 - iii. delicate goods will be covered or removed; and
 - iv. all windows will be tightly closed; and
 - v. items that are delicate will be removed.
- vi. the PC Operator is informed before the service commences of any concerns you have about a particular item at the Premises; and
- vii. before the PC Operator arrives, any vehicles that may be blocking the entrance or the area that needs to be cleaned are moved well out of the way; and
- viii. any outdoor furniture that falls under the purview of the work is moved.
- ix. any pets are contained and will not be allowed in the working area.

10. WATER USAGE

- a. You agree to provide ACM the right to use an on-site water supply which is required to provide the service without compensation.
- b. It is the customer's responsibility to make sure the water supply is on and in working order before we arrive.
- c. Additional charges will be applied if water is not available, and an exterior water supply is required.

11. ELECTRICITY USAGE

- a. You agree to provide ACM the right to use an on-site electricity supply which may be required to provide the service, without compensation.
- b. It is the customer's responsibility to make sure the electricity supply is on and in working order before we arrive.
- c. Additional charges will be applied if electricity is required and is not available and an exterior electricity supply is required.

12. HEALTH AND SAFETY RISKS

In addition to the obligations and warranties set out in clause 9 above, the Customer acknowledges and agrees that:

- a. the PC Operator 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 PC Operator 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 PC Operator, a risk to health and safety.
- c. moisture on almost any surface can present a slip hazard and the Customer agrees to avoid any areas that we are cleaning until the PC Operator declares them safe; and
- d. the Customer agrees it is the Customer's responsibility to ensure any other person and/or pets present at the premises at the Service time avoid the areas being cleaned until PC Operator declares them safe; and
- e. the Customer agrees to keep children, pets or dependents away from any equipment or hot water being used as a part of the cleaning process; and
- f. the Customer agrees to ensure that the environment that the Customer is inviting the PC Operator to work in, is a safe environment free from electrical or structural hazards.
- g. all cleaning chemicals and solutions should be considered poisonous and are not for human consumption.

13. WORKING ENVIRONMENTS & SPECIFIC RESULTS

- a. The customer acknowledges and fully accepts that;
 - i. with the use of our chemicals and subsequent pressure washing, ingrained stains caused by substances like rust, calcium, mould, tree sap, etc. can be lightened but may not be fully removed.
 - ii. the removal of surface filth, grime, and mildew is expected, but ACM makes no representation or promises as to how much any embedded stains will improve in appearance or that all stains will be entirely removed.
 - iii. mould spores and some debris might stay on the surface if the Customer instructs us not to use a chemical cleaning solution.
 - iv. ACM cannot be held liable in the event that further high-pressure cleaning is needed, and the surfaces end up with markings or etching.
 - v. Pressure washing may leave marks on freshly laid concrete's unworn surface. Although we will make every effort to prevent this, the Customer agrees ACM will not be held liable for unfavourable aesthetic alterations to the concrete's surface.
 - vi. ACM will make every effort to perform the job to the Customer's satisfaction and specifications in accordance with these terms and conditions, however some stains cannot be removed by pressure cleaning alone.
 - vii. Tree sap, artillery fungus, splatters from stains and paints are some of the materials that cannot be removed by conventional means.

- viii ACM makes every attempt to point these areas out to the Customer when quoting the project and the Customer agrees to that should there be stains that cannot be removed that it is not the fault of ACM in any way whatsoever.
- ix the appearance of concrete depends on a number of factors including when and how the concrete was initially poured and cured; and
- x when concrete that has dirt, mould, mildew, algae and other pollutants and stains in and on it, is cleaned, the concrete will then reveal any and all imperfections that the pollutants and stains have covered up; and
- xi not all concrete will look the same even on the same driveway, patio, sidewalk, or concrete slab.
- xii the properties and species of wood age and weather can greatly affect the resulting colour or tone of the stain; and
- xiii variances may occur on individual boards as well as the total area, as densities and other characteristics vary across and throughout the wood.
- xiv ACM attempts to present the final finish colour and tones as best as possible. ACM can only give you an idea of what the overall colour or tone may look like once pressure cleaned, however you accept there will likely be some variance in the overall finish and accept full responsibility for the outcome.

14. ROOF CLEANING

The Customer acknowledges, understands, and agrees that:

- a. any roof cleaning undertaken by ACM is conducted strictly in accordance with Australian Workplace Health and Safety regulations; and
- b. ACM reserves the right to immediately halt any roof-related Service if the PC Operator in his sole and unfettered discretion determines that it is unsafe or hazardous to commence or continue.
- c. if the PC Operator halts or refuses to commence any roof-related Service on safety grounds, the Customer unconditionally and irrevocably agrees to pay to ACM the greater of either the Minimum Charge or the prorated cost of the roof component of the Service completed once rounded up to the nearest 25% of the quoted price.
- d. despite all precautions being taken to prevent damage, painted roofs may peel, or chip and tiles may crack or break during the Service and accordingly the Customer releases ACM and agrees to hold it harmless for any loss or damage caused to the Premises as a result of the Service.

15. PAINT REMOVAL

The Customer acknowledges and agrees that:

- a. If the cleaning process results in significant volumes of flaking or debris and/or dirt falling on your property or the property of your neighbours, the PC Operator in his sole and unfettered discretion has the authority to cease cleaning.
- b. If you instruct ACM to continue after the PC Operator has ceased cleaning, you agree to pay ACM for the additional cleaning at nominated hourly rate set forth in our Quotation in addition to the quoted amount.
- c. Roof Cleaning does not include cleaning the interior of the gutters. This includes any dirt that is introduced into your gutters during cleaning from the roof.

16. NEARBY PROPERTIES

The Customer acknowledges and agrees that:

- a. It is the Customer's responsibility to notify neighbours in advance of the time ACM will be working at the Premises;
- b. It is the Customer's responsibility to warn the neighbours that they might be impacted and take the appropriate precautions, including but not limited to closing windows, removing clothing from clotheslines, and removing any furniture or other items from potential affected locations.
- c. ACM is entitled to commence the Service believing the Customer has complied with this clause 17 and accordingly the Customer indemnifies ACM and agrees to hold it harmless for

any loss or damage caused to the any neighbouring premises or property as a result of the Service.

17. CANCELLATION FEES AND OTHER CHARGES

- a. The minimum charge for any Service is \$150.00 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 telephone notice prior to 4pm on the business day before the commencement of the Service, the Customer agrees to pay a cancellation fee (minimum of \$150.00 plus GST) for administrative costs and loss.

18. FEE FOR NON-ACCESS TO PREMISES

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

19. PAYMENT TERMS

- a. The Customer agrees to pay the price quoted by ACM in full at the completion of the Service, unless otherwise agreed to and confirmed in writing by ACM at least 1 business day prior to the Service Time.
- b. If payment is not made at the immediate completion of the Service, 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 5pm on the day of the Service, the Customer will be deemed to be late with their payment and the Customer must pay any late fees or charges due set out in clause 22.
- c. Payments may be made in cash or by EFTPOS using a credit or debit card.
- d. The Customer understands and specifically acknowledges that cheques of any nature are not an acceptable form of payment.

20. GST

- a. Unless specified otherwise, all prices and quotations are expressed to be GST exclusive.

21. LATE PAYMENT FEE

The Customer acknowledges and agrees that:

- a. Effective the day immediately after an invoice becomes due but remains unpaid or has an outstanding balance, ACM is entitled to apply, and the Customer irrevocably agrees to pay a flat rate daily administration fee of \$50 which will be charged on a daily basis until the balance is paid regardless of the amount of the unpaid invoice or outstanding balance.
- b. 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 will pay in full, all fees due, within 7 days of the invoice date.
- c. if ACM has not received payment in full for the Service within 14 days of the original invoice date, that in addition to the daily administration fee set out in clause 22 (a), ACM is entitled to apply, and the Customer irrevocably agrees to pay an additional administration fee of \$150 +GST which shall automatically be added to the invoice total.
- d. 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 including any administration fees allowed for in the clause 22 that may be added and calculated daily on a compounding basis.
- e. If the Customer's account is outstanding for more than 60 Days, 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 \$150 +GST as a

call out fee. The Customer agrees that any call out fee is in addition to the total amount outstanding.

- f. The Customer further agrees to pay to ACM \$150+GST as a call out fee for each occasion ACM is required to visit the Premises following any invoice that remains outstanding for 60 days.
- g. 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.
- h. 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.

22. NO SET OFF

The Client must pay all money due under this agreement without any discount, deduction, set off or counterclaim regardless of any claim or dispute which the Client has or alleges it has against ACM.

23. NON-APPEARANCE

- a. If a PC Operator 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.

24. 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 4 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 24, 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.

25. 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 9 (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 13;
 - 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 any surface 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 PC Operator.

- c. Except as provided in this clause 25, 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 pressure cleaned and nature of pressure 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).

26. 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 9; 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).

27. ACCIDENTS, BREAKAGE, DAMAGE & THEFT

- a. The Customer must inform ACM of any incident in writing via email to admin@acmservices.com.au within 4 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 PC Operator.
- 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 4 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.

28. 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.

29. 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 pressure cleaning schedule, constitutes their agreement to follow and be bound by the terms and conditions as changed.

30. LAW & JURISDICTION

- a. This agreement takes effect, is governed by, and construed in accordance with the laws of the state where ACM's registered office is situated.
- b. The Parties submit to the non-exclusive jurisdiction of the courts of the state where ACM's registered office is situated.

31. SEVERABILITY

- a. The Customer agrees that if any term or provision of this agreement is held invalid, void or unenforceable, then that provision will be considered severable, and the remaining terms and provisions shall continue to be binding.

32. LANGUAGE

- a. The final text of this Agreement shall be the English Language Version which will be used solely in the interpretation of this Agreement. Any versions of this Agreement produced in any language other than the English Language are for guidance and assistance only and any, and all interpretation of this Agreement will be of the English language version of this Agreement only.

33. COUNTERPARTS

This Agreement may be executed in any number of counterparts. The counterparts taken together shall be deemed to constitute one instrument.

34. OTHER MATTERS

- a. in entering into this Agreement, the Client has not relied on any warranty, representation or statement, whether oral or written, made by ACM or any of its employees or agents relating to or in connection with the subject matter of this Agreement.
- b. This agreement supersedes all oral and written negotiations and communications by and on behalf of either Party.

TERMS & CONDITIONS END