



COMMERCIAL CLEANING SERVICE AGREEMENT





CLEANING SERVICES AGREEMENT & TERMS OF TRADE

PAGE 2 of 8

COMMENCEMENT DATE	/ /
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END DATE	/ /
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THE SERVICE PROVIDER

THE COMPANY "ACM"	ACM Commercial Cleaning Services
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ABN	21 659 601 091
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TELEPHONE	1300 22 99 05
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EMAIL ADDRESS	admin@acmservices.com.au
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ACM POSTAL ADDRESS	PO Box 349, Concord NSW 2137
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THE CLIENT

CLIENT (FULL LEGAL NAME)		A.B.N	
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TRADING NAME (IF ANY)	
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ADDRESS	
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POSTAL ADDRESS	
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CONTACT PERSON		POSITION	
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TELEPHONE (LANDLINE)		MOBILE	
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EMAIL ADDRESS	
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CLEANING SERVICES

LOCATION (Where Work Is to Be Completed)	
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CLEANING CHARGES (Per Billing Cycle)	\$
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BILLING CYCLE	Weekly
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HOURS OF OPERATION – Please ☐ (circle) am or pm as applicable

MONDAY	START TIME	am pm	FINISH TIME	am pm
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TUESDAY	START TIME	am pm	FINISH TIME	am pm
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WEDNESDAY	START TIME	am pm	FINISH TIME	am pm
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THURSDAY	START TIME	am pm	FINISH TIME	am pm
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FRIDAY	START TIME	am Pm	FINISH TIME	am pm
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BACKGROUND

- A. The Client wishes ACM to provide Goods and/or Cleaning Services at the Location from the Commencement Date.
- B. The Parties wish to enter into an agreement which upon execution by the Parties will supersede all previous written and oral agreements between the Parties.
- C. This is subject to the Client paying the Cleaning Charges set out in this agreement and subject to the terms and conditions set out in this Agreement.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 In this agreement, the following words have the following meanings:

Billing Cycle means the frequency that ACM will issue its invoices to the Client.

Cleaners means any person retained by ACM to provide the Cleaning Services.

Cleaning Charges means the charges that the Client will pay to ACM for Goods and/or Cleaning Services as set out herein.

Cleaning Services means the services described in Schedule 1 of this agreement.

Commencement Date means the date when ACM will start providing the Cleaning Services.

End Date means the first date when this Agreement can conclude.

Goods means any goods supplied by ACM including those supplied in the course of providing Cleaning Services.

Intellectual Property Rights means intellectual property rights at any time protected by statute or common law, including copyright, trademarks, patents and registered designs.

Location means the address where Goods are to be delivered and/or the Cleaning Services are to be provided.

Parties means ACM and the Client, and Party means either one of them.

PPS Law means:

- (a) the Personal Property Security Act 2009 (Cth) (PPS Act) and any regulation made at any time under the PPS Act (each as amended from time to time); and
- (b) any amendment made at any time to any other legislation as a consequence of a PPS Law

Quote means a written description of the Goods or Cleaning Services to be provided, an estimate of ACM's charges for the performance of the required work and an estimate of the time frame for the performance of the work.

Quotation and Quote have the same meaning.

Term has the meaning given in clause 5.

1.2 Interpretation

In this agreement unless the context otherwise requires:

- (a) words importing any gender include every gender;
- (b) words importing the singular number include the plural number and vice versa;
- (c) words importing persons include firms, companies and corporations and vice versa;
- (d) references to numbered clauses and schedules are references to the relevant clause in or schedule to this agreement;
- (e) reference in any schedule to this agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;
- (f) any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- (g) the headings to the clauses, schedules and paragraphs of this agreement are not to affect the interpretation;
- (h) any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment;
- (i) where the word "including" (and related forms including "includes") is used in this agreement, it will be understood as meaning "including without limitation".

2 QUOTATIONS

- (a) ACM may provide the Client with a Quote. Any Quote issued by ACM is valid for 30 days from the date of issue.
- (b) Unless otherwise expressly agreed in writing, a Quote does not include delivery and/or installation of the Goods.
- (c) Quotes are based upon the cost of materials available at the time of preparation of the Quote and assume the timely supply by the Client of necessary material and instructions to ACM.
- (d) Following provision of a Quote to the Client, ACM is not obliged to commence work until the Quote has been accepted by the Client by execution of an ACM Cleaning Services Agreement and returning an executed copy to ACM.
- (e) ACM reserves the right to amend any Quote before the Order has been completed to take into account any rise or fall in the cost of completing the Order. ACM will notify the Client of any amendment as soon as practicable, at which point the amended Quote will be the estimate or Quote for the purposes of this Agreement.
- (f) An indication in a Quote of the time frame for the provision of the Goods or Cleaning Services is an estimate only and is not a fixed time frame and the estimate is not binding upon ACM.

3 ENGAGEMENT OF ACM

- (a) The Parties agree the Client has engaged ACM to supply or cause to be supplied the Goods and Cleaning Services at the Location and
- (b) In consideration of the engagement set out in clause 2(a) above, the Client agrees to pay ACM the Cleaning Charges for providing the Goods and/or Cleaning Services.

- (c) For the sake of clarity, the Parties agree the Cleaning Charges represent the weekly amount to be paid by the Client to ACM for the Cleaning Services. Goods are invoiced on the basis of the quantity of Goods delivered by ACM to the Client each week.
- (d) The Parties acknowledge the Cleaning Charges have been amortised out over a 52-week year and the Parties agree ACM will submit Fifty-Two invoices per year.
- (e) The Cleaning Charges are subject to variation by ACM where the Cleaning Services set out in Schedule 1 hereto is varied in any way by the Client pursuant to and in accordance with the terms and conditions of this Agreement.

4 PROVISION OF SERVICES

- (a) The Client will pay the Cleaning Charges to ACM.
- (b) ACM will provide Goods and/or the Cleaning Services of the Location to the Client at the Location.
- (c) ACM will provide the Cleaning Services with reasonable skill and care and in accordance with these terms and conditions including any schedule and/or addendum thereto.
- (d) ACM will provide properly skilled Cleaners (including adequate supervision), equipment and cleaning materials.

5 SUBMISSION TO THIS AGREEMENT

Each Party to whom this Agreement applies to is deemed to have:

- (a) Acquainted themselves with the terms of this Agreement; and
- (b) Submitted themselves without reservation to the consequences resulting from the execution of this Agreement; and
- (c) The Client agrees it will not become a party to any suit at law or equity against ACM or any directors, officers or shareholders of ACM, until all remedies allowed by this Agreement has been exhausted; and
- (d) Agreed that ignorance of the terms and conditions of this Agreement provides no defense or excuse in relation to any breach thereof.

6 DURATION OF AGREEMENT

- (a) This agreement will continue for 3 Years or such term as set forth in a Quotation from the Commencement Date (**Term**) unless it is terminated prior in accordance with the terms of this agreement.
- (b) Unless this Agreement is terminated in writing by the Client no less than 90 days prior to the End Date set out in this Agreement, this Agreement shall automatically be extended for a further term as set out in Clause 5(a) on the same terms and conditions set out in this Agreement.
- (c) Any extended term as allowed for in Clause 5(b) above shall also automatically be extended for a further period as set out in Clause 5(a) unless this Agreement is terminated in writing by the Client no less than 90 days prior to the End Date of the then current Agreement.

7 CLEANING CHARGES AND PAYMENT

- (a) The Client irrevocably agree that all invoices submitted by ACM regardless of what it is for, or which of the entities within the Clients

organisation it is addressed to, shall be submitted only to the Client and hereby directs ACM to submit all of its invoices by electronic mail to the Client's email address as shown on page 1 hereof.

- (b) The Parties agree that ACM is entitled to submit to the Client its Tax Invoices prepared in the proper form for Goods and Cleaning Services at the locations each Friday with the first invoice capable of submission on the first Friday following on from the date of this Agreement.
- (c) The Parties agree that should any Friday be a Public Holiday then ACM is entitled to submit its invoice on the preceding business day.
- (d) The Client hereby irrevocably agrees to pay to ACM the amount due as set forth on ACM's tax invoice by Electronic Funds Transfer or Direct Deposit on or before 7 days from the date the invoice was submitted to the Client.
- (e) The Parties agree and the Client specifically directs ACM to submit its tax invoices each Friday on the basis set forth in clause 7(a) of this Agreement.
- (f) The Parties agree that any email communication sent between them is deemed to be received by the receiving party at the time shown on a delivery notice received by the sender.
- (g) The Client specifically acknowledges and agrees that:
 - (i) the Cleaning Charges have been amortised out over a 52-week year; and
 - (ii) the Cleaning Services are to be carried out by ACM only on those days the Client's offices are open for business and specifically excludes, Weekends and Public Holidays unless expressly agreed in writing by the Parties; and
 - (iii) ACM is entitled to invoice the Client and the Client agrees to pay ACM for 52 weeks of the year including but not limited to any closure of the Client's offices for Public or Annual Holidays.
- (h) ACM may in its complete discretion apply any payment received from the Client to any amount owing by the Client to ACM.
- (i) The Client agrees to pay all costs and expenses associated with collecting overdue amounts, including (but not limited to) all legal fees (on a full indemnity basis) and internal costs and expenses of ACM, as a debt due and payable under the terms of this Agreement.

8 GST

The Cleaning Charges are exclusive of GST that may be charged by ACM to the Client, and therefore, ACM will be entitled to add GST.

9 ANNUAL INCREASE

The Cleaning Charges set forth herein shall automatically increase annually on the anniversary date of this agreement by 5% and the Client specifically acknowledges that the Parties agree the prices set forth herein will automatically increase annually by 5% without need for any further notice.

10 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.

11 INTEREST ON LATE PAYMENT

If the Client fails to pay any sum due on the due date of payment in accordance with this agreement, the Client must pay to ACM on demand interest on the overdue amounts at the rate of 18% per year; calculated and compounding on a day-to-day basis.

12 INDEMNITY

(a) The Client indemnifies and keeps indemnified ACM, its servants and agents in respect of any claim or demand made or action commenced by any person (including, but not limited to the Client) against ACM or, for which ACM is liable, in connection with any Loss arising from or incidental to the provision of goods or services the subject of this Agreement including, but not limited to any legal costs incurred by ACM in relation to meeting any claim or demand or any party/party legal costs for which ACM is liable in connection with any such claim or demand. This provision remains in force after the termination of this Agreement.

13 AUTHORISED REPRESENTATIVES

- (a) Unless otherwise limited as per clause 11 the Client agrees that should it introduce any person to ACM as the Client's duly authorised representative, that once introduced that person shall have the full authority of the Client to act on the Client's behalf, such authority to continue until all requested services have been completed or the Client otherwise notifies ACM in writing that said person is no longer the Client's duly authorised representative.
- (b) If the Client's duly authorised representative is to have only limited authority to act on the Client's behalf, then the Client must specifically and clearly advise ACM in writing of the parameters of the limited authority granted.
- (c) The Client specifically acknowledges and accepts that they will be solely liable to ACM for all additional costs incurred by ACM (including ACM's profit margin) in providing any services, or variation/s thereto, requested by the Client's duly authorised representative, subject always to the limitations imposed under clause 11 (if any)

14 HOURS OF OPERATION

- (a) The Parties agree the Cleaning Services the subject of this Agreement shall only be carried out during those hours set out in this agreement unless expressly agreed in writing by the Parties.
- (b) The Parties further agree that any work the Client requires ACM to undertake outside of the hours of operation set out in this agreement shall be for the purposes of this Agreement considered additional work and ACM shall be entitled to charge an additional amount that ACM in its sole and unfettered discretion considers to be a fair commercial price for the additional work.

15 CLEANERS UNIFORMS & IDENTIFICATION BADGES

- (a) ACM agrees it will supply its cleaners with a uniform clearly marked with ACM's insignia and a photo identification badge.

16 SECURITY

- (a) The Client must keep ACM informed of all security procedures in operation at the Location with which it reasonably requires ACM's Cleaners to comply.

ACM will ensure that its Cleaners working at the Location providing the Cleaning Services are made fully aware of and comply with such security procedures.

- (b) If required by the Client, ACM will ensure ACM's Cleaners do not take bags other than small handbags or rucksacks onto the Location.

17 EQUIPMENT

- (a) ACM will provide all equipment required for the Cleaning Services.
- (b) ACM will maintain the equipment regularly in line with applicable work health and safety and any other applicable laws, regulations and governmental guidelines and provide replacements when breakdowns occur, or any such equipment required for the provision of the Cleaning Services ceases to work effectively.

18 STORAGE SPACE

- (a) The Client must provide adequate and secure lockable space at the Location for the storage of ACM's equipment.

19 NEW OR ALTERED LOCATION

- (a) If the Client moves to another Location or alters the Location, the Client must give ACM full details of the new or additional Location or the Location as altered.
- (b) When the Client provides the details under clause 19(a), ACM will:
 - (i) supply a new or varied schedule specifying the Cleaning Services to be provided by ACM and a quotation for a revised Cleaning Charge; and this agreement will continue in force as altered.

20 SAFE LOCATION

- (a) The Client warrants that the Location:
 - (i) are safe for work and comply with all work health and safety laws and regulations; and
 - (ii) comply with any other statutory requirements for the health and safety at work of ACM's Cleaners.
- (b) The Client further warrants that none of the Cleaning Services to be provided by ACM require ACM's Cleaners to work more than 2 metres off the ground and any work (if any) that requires ACM's Cleaners to work more than 2 meters off the ground does not form part of this Agreement and will require a separate quotation and agreement.
- (c) ACM may refuse to permit its Cleaners to work at the Location or any part of it if ACM reasonably considers that they may be exposed to undue risk or danger.

21 ACM'S WORK HEALTH AND SAFETY POLICY

So far as affects its Cleaners who perform the Cleaning Services, ACM undertakes with the Client that (without limiting its duties to them) it will:

- (a) in accordance with applicable law safeguards the health, safety and welfare of its Cleaners performing the Cleaning Services and will bring to the notice of its Cleaners the work health and safety policies of both ACM and the Client provided that the Client has notified ACM of its work, health, and safety policy in writing and in advance;

- (b) provide reasonable information, training, and supervision in safe working practices;
- (c) have reasonable regard for the health and safety of those not employed by ACM, but who may be affected by ACM's work under this agreement.

22 CLIENT COMPLAINTS

- (a) Any complaint about the performance of the Cleaning Services must be made in writing and delivered by email to ACM within 2 working days of the occurrence.
- (b) ACM will take reasonable action, without cost to the Client, to investigate and (unless it reasonably considers that the complaint was not justified) take reasonable remedial action.
- (c) In the absence of a complaint, it will be assumed that the Client is satisfied with ACM's performance of the Cleaning Services.
- (d) Nothing in this clause 2 will act so as to waive or limit any right or remedy either Party may have under this agreement or as may be provided by applicable law.

23 ACCEPTANCE OF GOODS

- (a) If the Client fails to advise ACM in writing of any fault in Goods or failure of Goods to accord with the Client's order within 2 working days of delivery, the Client is deemed to have accepted the Goods and to have accepted that the Goods are not faulty and accord with the Client's order.

24 TITLE AND RISK

- (a) Risk in Goods passes to the Client immediately upon delivery.
- (b) Property in Goods supplied to the Client pursuant to this Agreement does not pass to the Client until all money (including money owing in respect of other transactions between ACM and the Client) due and payable to ACM by the Client have been fully paid.
- (c) Where Goods are supplied by ACM to the Client without payment in full of all moneys payable in respect of the Goods and any Cleaning Services provided by ACM in respect of those Goods, the Client:
 - (i) is a bailee of the Goods until property in them passes to the Client;
 - (ii) irrevocably appoints ACM its attorney to do all acts and things necessary to ensure the retention of title to goods including the registration of any security interest in favour of ACM with respect to the Goods under applicable law;
 - (iii) must be able upon demand by ACM to separate and identify as belonging to ACM, Goods supplied by ACM from other goods which are held by the Client;
 - (iv) must not allow any person to have or acquire any security interest in the Goods;
 - (v) agrees that ACM may repossess the Goods if payment is not made within 7 days (or such longer time as ACM may, in its complete discretion, approve in writing) of the supply of the Goods; and
 - (vi) the Client grants an irrevocable licence to ACM or its agent to enter the Client's premises in order to recover possession of

Goods pursuant to this paragraph. The Client indemnifies ACM in respect of any damage to property or personal injury which occurs as a result of ACM entering the Client's premises.

- (d) Where Goods are supplied by ACM to the Client without payment in full of all moneys payable in respect of the Goods and any Cleaning Services provided by ACM in respect of those Goods, and the Client makes a new object from the Goods, whether finished or not, or the Client mixes the Goods with other goods or the Goods become part of other goods (New Goods), the Client agrees with ACM that the ownership of the New Goods immediately passes to ACM. The Client will hold the New Goods on trust for ACM until payment of all sums owing to ACM whether under this Agreement or any other contract have been made and ACM may require the Client to store the New Goods in a manner that clearly shows the ownership of ACM.
- (e) For the avoidance of doubt, under paragraph (d), the ownership of the New Goods passes to ACM at the beginning of the operation or event by which the Goods are converted into, are mixed with or become part of other goods.
- (f) Notwithstanding paragraph (c) the Client may transfer, sell or dispose of Goods, including New Goods, to a third party in the ordinary course of business provided that:
 - (i) where the Client is paid by a third party in respect of Goods including New Goods, the Client holds the whole of the proceeds of sale less any GST on trust for ACM-in a separate account-until all amounts owned by the Client to ACM have been paid; or
 - (ii) where the Client is not paid by a third party, the Client agrees to assign all of its rights against the third party to ACM upon ACM giving the Client notice in writing to that effect and for the purpose of giving effect to that assignment the Client irrevocably appoints ACM as its attorney.
- (g) Where Goods are supplied by ACM to the Client without payment in full of all moneys payable in respect of the Goods and any Cleaning Services provided by ACM in respect of those Goods, the Client acknowledges that ACM has a right to register and perfect a personal property security interest.
- (h) If:
 - (i) a PPS Law applies or commences to apply to these Terms of Trade or any transaction contemplated by them, or ACM determines (based on legal advice) that this is the case; and
 - (ii) in ACM's opinion, the PPS Law:
 - (A) does or will adversely affect ACM's security position or obligations; or
 - (B) enables or would enable ACM's security position to be improved without adversely affecting the Client, ACM may give notice to the Client requiring the Client to do anything (including amending the terms of this Agreement or execute any new Agreement) that in ACM's opinion is necessary, to the maximum possible extent, to overcome the circumstances contemplated in paragraph h(ii)(A) or improve the security position as contemplated in paragraph h(ii)(B). The Client must comply with the requirements of that notice within the time specified in the notice. If having completed everything reasonably practicable as required

under this paragraph, in ACM's opinion ACM's security position or obligations under or in connection with this Agreement have been or will be materially adversely affected, ACM may by further notice to the Client cancel this Agreement, in which case the Client must pay to ACM any money owed to ACM by the Client immediately.

25 SUSPENSION OF PERFORMANCE

- (a) Failure by the Client to pay the Cleaning Charges or any other amount within 30 days of receiving an invoice from ACM requesting such amounts will constitute sufficient cause for ACM to suspend service under the Cleaning Services Agreement until the Cleaning Charges and all interest on them pursuant to clause 11 have been received in full by ACM and the Client's other obligations have been complied with in full.
- (b) Failure by the Client to comply with any of its material obligations under this agreement will constitute sufficient cause for ACM to suspend service under the Cleaning Contract until the Client's other obligations have been complied with in full.

26 TERMINATION BY NOTICE

- (a) Despite any other provision of this agreement, either Party may terminate this agreement by not less than 3 months' written notice to the other expiring not earlier than the end of the current Term.
- (b) If the Client terminates this agreement with less notice than is agreed, the Client unconditionally agrees to compensate ACM in full on demand for:
 - i. the balance of payments due under this Agreement; and
 - ii any statutory payments for which ACM becomes liable [solely] as a result of the Client's termination.

27 GROUNDS FOR TERMINATION

- (a) Either Party may terminate this Agreement without prior notice if the other:
 - (i) makes any assignment of its business for the benefit of creditors;
 - (ii) has a receiver, administrative receiver or similar officer appointed of all or part of its property;
 - (iii) becomes bankrupt or goes into liquidation (except with the other Party's consent); or
 - (iv) commits a material breach of this Agreement and fails to remedy it within 30 days after written notice from the other Party requiring it to be remedied.

28 TERMINATION WITHOUT NOTICE

- (a) If the Client terminates this agreement without notice; the Client unconditionally agrees to compensate ACM in full on demand for:
 - i. the balance of payments due under this Agreement; and
 - ii any statutory payments for which ACM becomes liable [solely] as a result of the Client's termination.

29 NO PARTNERSHIP OR EMPLOYMENT RELATIONSHIP

- (a) Nothing in this agreement constitutes the relationship of partnership or employer and employee between ACM and the Client or between the Client and ACM's employees.
- (b) It is the express intention of the parties that any relationships referred to in clause 0 are denied.

30 INSURANCE

- (a) ACM must have and maintain for the duration of this agreement, insurance including but not limited to public liability insurance for a minimum of an amount of A\$20,000,000 for each occurrence.

31 FORCE MAJEURE

- (a) Neither Party has any liability under, or be deemed to be in breach of, this agreement, for any delays or failures in performance of this agreement which result from circumstances beyond the reasonable control of that Party.
- (b) The Party affected by such circumstances must promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.
- (c) If such circumstances continue for a continuous period of more than 6 months, either Party may terminate this agreement by written notice to the other Party.

32 CONFIDENTIALITY

- (a) All information acquired by ACM relating to the Client's business must be treated by ACM as confidential. ACM must not make any use or disclosure of it.
- (b) ACM must (if so requested by the Client) require its Cleaners to enter into written undertakings as to confidentiality which are directly enforceable by the Client.
- (c) This clause survives termination of this agreement for a period of 1 year.

33 EXCLUSION OF LIABILITY

- (a) To the extent permitted by applicable law, ACM disclaims all liability to the Client in connection with ACM's performance under this agreement, including liability for loss of profits and other consequential losses.
- (b) Except in the case of death or personal injury caused by ACM's negligence, the liability of ACM under or in connection with this agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever will not exceed the Cleaning Charges paid by the Client to ACM under this Agreement.
- (c) Neither Party will be liable to the other Party in contract, tort, negligence, breach of statutory duty nor otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including any economic or other loss of turnover, profits, business or goodwill.

34 VARIATION

- (a) Any alteration, variation or amendment of this Agreement or any part thereof will take effect from the date such alteration, variation or amendment is signed by the Parties and a copy given in writing

to each Party by the other Party unless otherwise specified in such alteration, variation or amendment or by operation of law.

- (b) This agreement may only be amended or varied by an agreement in writing executed by the Parties; and
- (c) The Parties specifically acknowledge that any alteration, amendment, or variation made orally between the Parties shall be deemed unenforceable.

35 WAIVER

- (a) No failure or delay by either Party in exercising any right, power or privilege under this agreement will impair the same or operate as a waiver of the same nor will any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.
- (b) The rights and remedies provided in this agreement are cumulative and not exclusive of any rights and remedies provided by law.

36 NO ASSIGNMENT

- (a) The Client may not without the prior written consent of ACM assign or dispose of the Cleaning Contract, part with any interest in it, or grant any lease or license or delegate any of the rights conferred by it.
- (b) ACM may assign and transfer all its rights and obligations under this Agreement to any person to which it transfers all or part of its business, provided that the assignee undertakes in writing to ACM to be bound by the obligations of the assignor under this Agreement.

37 NOTICES

- (a) A notice or other communication connected with this agreement has no legal effect unless it is in writing.
- (b) In addition to any other method of service provided by law, the notice may be sent by prepaid post or sent by email to the relevant addresses set out in this agreement.
- (c) A Party may only change its postal or email address for service by giving notice of that change in writing to the other party.

38 LAW AND 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.

39 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.

40 COUNTERPARTS

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

41 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.
- (c) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (d) If any provision of this Agreement at any time is or becomes void, voidable or unenforceable, the remaining provisions will continue to have full force and effect.

42 EXECUTION

Executed as an Agreement.

Signed by _____ as authorised signatory for
in the presence of: _____

_____/_____/_____
Signature of Authorised Signatory Date of Execution

Signature of Witness Full Legal Name of Witness (print)

Witness Phone Number Residential Address of Witness

Signed by _____ as authorised signatory for
ACM COMMERCIAL CLEANING SERVICES in the presence of: _____

_____/_____/_____
Signature of Authorised Signatory Date of Execution

Signature of Witness Full Legal Name of Witness (print)