

Customer Service Agreement

These terms and conditions constitute the full and complete service agreement (the "Agreement") between you (the "Customer") and Evelyn Cleaning Services, ABN: 11 291 234 764 ("ECS") for the provision of services by ECS.

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

1. Cleaning services

- a. Subject to the terms of this Agreement, ECS agrees to provide domestic or commercial cleaning services ("Service Time") to the Customer at an address ("Premises") specified by the Customer.
- b. The Service will be for such cleaning duties or additional services as agreed with the Customer at the time of booking or quotation.
- c. ECS will provide one or more cleaners to attend the Premises to provide the Service at a time and date or according to a periodic schedule mutually agreed between ECS and the Customer.
- d. ECS endeavours to provide the Service faithfully, diligently and in a timely and professional manner.

2. additions and amendments

- a. Any changes to the Services or additional services to be provided must be agreed on by ECS prior to the Service Time.
- b. If the Customer requires any additional services or variations at the time the Service is being performed, the Customer must first contact ECS by telephone, who may agree to provide the additional services in its absolute discretion. The Cleaner is not authorised to agree to any major changes to the Service being provided.

3. Customer representations and warranties

The Customer represents and warrants that:

- a. it 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. it 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. it will provide all usual and necessary cleaning equipment, materials and products required by the Cleaner to provide the Service, unless other arrangements have been made with ECS;
- e. all cleaning equipment and materials provided by the Customer are safe, have not been tampered with and are in full working order;
- f. it will advise ECS prior to the commencement of the Service of any hazards, slippery surfaces, risks or dangers, ingrained dirt, grease or grime at the Premises;
- g. it is authorised to use the Premises and obtain the provision of Service;
- h. if the Customer requires the Cleaner to clean behind or under any heavy items (eg. a fridge, bookshelf, or other furniture), it will move those items prior to the commencement of the Service;
- i. it will secure or remove any fragile, delicate, breakable or valuable items, prior to the commencement of the Service unless other arrangements have been made with ECS.

4. health and safety risks

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

- a. the Cleaner is entitled to undertake a job safety analysis before the commencement of any work to assess the health and safety risk at the Premises;
- b. the 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.

5. no engagement of cleaners

- a. The Customer acknowledges that ECS invests significant resources in recruiting, selecting and training its Cleaners. Unless ECS 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 ECS or a period within 12 months after the conclusion of any Service.
- b. The Customer acknowledges that ECS 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 total number of hours worked by the Cleaner(s).
- b. Any price quoted by ECS per telephone is an estimate only based on experience, without inspection and based on information provided by the Customer. Subject to this clause, quotes are valid for a period of 30 days from the date of the quote.
- 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 ECS, ECS 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 unless other arrangements have been made with ECS.
- d. The Customer must inform ECS whether any cleaning services required deviate from regular periodic cleaning at the time of quotation.

7. bookings

- a. The Customer may request for a booking either in person or by either telephone or 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. ECS provides all quotations after assessing the premises, estimates can be obtained by contacting ECS by phone or e-mail.
- f. ECS reserves the right not to accept a booking for any reason.

8. payment terms

- a. The Customer agrees to pay the price quoted by ECS in full at the Service Time, unless otherwise agreed in advance with ECS.
- b. Payments may be made via bank transfer, cheque or in cash.
- c. Unless specified otherwise, all prices and quotations are expressed to be GST exclusive amounts.

9. late payment fee

- a. Where ECS has 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 ECS has not received payment in full for the Service within one calendar month of the original invoice date then a late payment fee of \$20 applies for the first month.
Interest will be charged on the fixed rate of 10% per annum on each day that any amount remains outstanding thereafter.
- c. In addition to the amounts set out above, the Customer agrees to indemnify ECS for all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by ECS 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.

10. non-appearance

- a. If a Cleaner fails to attend the Premises at the agreed Service Time and does not provide the requested Service, ECS will offer to reschedule the Service at another time mutually agreed between the Customer and ECS.

11. complaints

If the Customer is dissatisfied for any reason with the Service provided, it must inform ECS within 24 hours of completion of the Service. ECS strives to achieve 100% customer satisfaction and will endeavour to resolve the problem quickly and efficiently. Subject to clause 13, ECS may, at its discretion, offer the Customer either of the following:

- a. a partial or full refund;
- b. re-supply of the Service without charge;
- c. such other remedy as is deemed appropriate by ECS and mutually agreed between the Customer and ECS.

12. exclusions and limitations

The only conditions and warranties which are binding on ECS in respect of the state, quality or condition of goods and services supplied by ECS to Customers are those imposed and required to be binding by statute (including the Trade Practices Act 1974). To the extent permitted by statute, the liability, if any, of ECS is, at ECS's option, limited to and completely discharged by the resupply of the Service.

ECS is not responsible for:

- a. not completing or providing the Service as a result of a breach of a warranty by the Customer in clause 3 (including a failure by the Customer to provide proper materials, cleaning equipment, utility services, a safe working environment or unencumbered access to the Premises); or
- b. any damages caused by defective cleaning materials or cleaning equipment provided by the Customer;
- c. not completing or providing the Service as a result of the Cleaner not proceeding for health and safety reasons under clause 4;
- d. 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 ECS;
- e. 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;
- f. existing dirt, wear, damage or stains that can not be completely cleaned or removed;
- g. the cost of any key replacement or locksmith fees, unless keys were lost by ECS or the Cleaner.
- h. 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 nature of cleaning required.

13. insurance

In the unlikely event that damage might occur caused by our staff while providing our services, ECS is fully covered by a business insurance. Further details of our insurance can be presented upon request.

14. accidents, breakage, damage & theft

- a. The Customer must inform ECS 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.
- 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 ECS within 24 hours of completion of the Service.

15. cancellation fees

- a. The Customer must provide ECS with at least 24 hours notice prior to the Service Time, if they wish to suspend, postpone or cancel the Service for any reason.
- b. In the event that such notice has been given, ECS will endeavour 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 of \$40.00 (inclusive of GST) for administrative costs and loss.

16. fee for non-access to premises

In the event that the Customer does not provide unencumbered access the Premises for ECS or its Cleaners to provide the Service, the Customer agrees to pay a cancellation fee of \$40.00 (inclusive of GST) for administrative costs and loss.

17. termination

- a. This Agreement may be terminated by the Customer by providing at least 24 hours notice prior to the Service Time.
- b. Subject to clause 18(c), ECS may terminate this Agreement by providing the Customer with at least 24 hours notice prior to the Service Time.
- c. ECS may terminate this Agreement with immediate effect if the Customer is in breach of this Agreement, and in the opinion of ECS that breach is incapable of remedy.

18. privacy policy

- a. The Customer acknowledges that any information provided by the Customer may be used by ECS for the purpose of providing the Service. ECS 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).
- c. The Customer agrees to ECS communicating with them electronically and/or via other means in order to provide the Service or for reasons related to the provision of the Service.
- d. ECS will take all reasonable precautions to protect personal information provided by the Customer from loss, misuse, unauthorised access or disclosure, alteration or destruction.

19. changes to this agreement

- a. ECS 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 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 cleaning schedule, constitutes their agreement to follow and be bound by the terms and conditions as changed.

20. law & jurisdiction

The Customer and ECS acknowledge and accept that this Agreement shall be construed and interpreted in accordance with the laws of Victoria and both agree to submit to the exclusive jurisdiction of the courts of Victoria in the event of any dispute.