



## **TERMS & CONDITIONS**

Use of our services constitutes your acceptance of our Customer Service Agreement!

Should you require any further information in relation to our customer service agreement please contact us through our email address and we will endeavour to respond to your enquiry within 7 business days.

### **1. Cleaning Services**

- A. Subject to the terms of this Agreement, ACT CLEANING GROUP SERVICES 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 ACT CLEANING GROUP SERVICES at the time of booking.
- C. ACT CLEANING GROUP SERVICES 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 ACT CLEANING GROUP SERVICES prior to the 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 ACT CLEANING GROUP SERVICES by email unless management is on-site, who may agree to provide the additional service/s in its absolute discretion. The Customer must not request such changes directly from the Cleaner.

### **3. Cancellation of a Job**

The Customer must provide, ACT CLEANING GROUP SERVICES 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.

Should the customer not provide ACT CLEANING GROUP SERVICES with the required notice, the Customer agrees to pay a cancellation fee equivalent to 2 hours cleaning (inclusive of GST) for administrative and travel costs.

If ACT CLEANING GROUP SERVICES attends a job site where the job has been confirmed by a client and ACT CLEANING GROUP SERVICES are unable to carry out the clean due to (but not limited to) access not being provided or the property not be ready/empty, ACT CLEANING GROUP SERVICES may in its sole discretion charge a call out fee.

### **4. 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 ACT CLEANING GROUP SERVICES prior to the commencement of the Service of any hazards, slippery surfaces, risks or dangers, ingrained dirt, mould, smoke damage, grease or grime at the Premises;
- F. The Client authorizes ACT CLEANING GROUP SERVICES 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.

## **5. Health and Safety Risk**

In addition to the obligations and warranties set out in section 4 above, the Customer acknowledges and agrees that:

- A. The Cleaner is entitled to undertake a job safety analysis before the commencement of any work to assess the health and safety risk at the Premises. Any windows above the height of 2m may require special equipment of which will be provided at the Customer's sole expense should this be a requirement of the service.
- B. The Cleaner may, either before or during the provision of the Service not use or cease using any materials or cleaning equipment provided by the Customer if the Cleaner thinks, in their absolute discretion, that the use of such materials or cleaning equipment pose a risk to health and safety.
- C. The Cleaner may, either before or during the provision of the Service not provide or cease the provision of the Service where carrying out the Service presents, in the absolute discretion of the Cleaner, a risk to health and safety.
- D. Abuse or assault, verbal or physical, on our staff will not be tolerated and legal action or criminal prosecution will be taken against any Customer or 3rd party who is in breach of this subsection.

## **6. No Engagement of Cleaners**

A. The Customer acknowledges ACT CLEANING GROUP SERVICES invests significant resources in recruiting, selecting and training its Cleaners. Unless ACT CLEANING GROUP SERVICES 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 ACT CLEANING GROUP SERVICES for a period within 2 Years after the conclusion of Service.

B. The Customer acknowledges that ACT CLEANING GROUP SERVICES may suffer loss and damage, including, without limitation consequential loss, as a result of a breach of this clause by the Customer.



## 6. Job Quotations

A. The actual price payable by the Customer is calculated on the size of the property.

B. Any price quoted by ACT CLEANING GROUP SERVICES is an estimate only based on ACT CLEANING GROUP SERVICES experience, without inspection, and based on information provided by the Customer over the phone or through online websites and or email correspondence. 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 ACT CLEANING GROUP SERVICES, ACT CLEANING GROUP SERVICES 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, ACT CLEANING GROUP SERVICES has the right however to make an informed decision on the clients behalf as to complete the service or terminate services should terminating the service restrict or deny the clients likelihood of having their bond return to them.

D. Secure parking must be provided by the Customer. Any parking cost must be disclosed to office staff at the time of the booking and covered by the Customer, should our cleaners incur a parking charge this will be on charged to the client. If the customers' premises is a unit/complex, they must provide details in terms of parking, access and level of the unit.

E. For cleaning, one room is considered no larger than 16 m<sup>2</sup>. Lounge and dining room is charged as 2 rooms. Hallways over 4m are considered to be 1 room and longer than 8m will be quoted on the day. ACT CLEANING GROUP SERVICES 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/via email/website quote request cannot be guaranteed until visual inspection occurs on the day.

ACT CLEANING GROUP SERVICES has the right to refuse a job and will discuss the price prior to any work being carried out.

F. For carpet cleaning, one room is considered between 9-12m<sup>2</sup>. Lounge and dining room is charged as 2 rooms. Hallways over 4m are considered to be 1 room and longer than 8m will be quoted on the day. ACT CLEANING GROUP SERVICES 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 to the property and ACT CLEANING GROUP SERVICES does not guarantee the actual time for drying of cleaned items and or carpets.

G. ACT CLEANING GROUP SERVICES 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 ACT CLEANING GROUP SERVICES will not be



responsible for carpet cleaning of any rooms, Also ACT CLEANING GROUP SERVICES have the right to refuse to complete the job and this will incur a fee for time incurred.

I. ACT CLEANING GROUP SERVICES will only clean venetian blinds where a light dusting is required. The customer must, upon requesting a quote advise of the style (wooden, plastic or metal) and as to how many sets are in the property. It will be at ACT CLEANING GROUP SERVICES discretion upon viewing whether only a light dust or more is required and reserves the right to not carry out this part of the service. ACT CLEANING GROUP SERVICES does not clean any other style of blinds or curtains.

## **8. Bookings**

A. The Customer may make a booking either by email or on the ACT CLEANING GROUP SERVICES website. 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, mould, smoke damage, grease or grime at the Premises;

C. ACT CLEANING GROUP SERVICES provides all quotations at the time of booking in good faith and with the information provided by The Customer. If any information is not provided at quoting ACT CLEANING GROUP SERVICES reserves the right to alter the price of The Service.

D. For regular cleans, the Customer agrees to provide ACT CLEANING GROUP SERVICES with their valid credit card details as per the Direct Debit request form at the time of booking, and authorizes ACT CLEANING GROUP SERVICES to debit any card/bank account with an amount equal to any service and/or cancellation fees that may apply under this Agreement as per the Direct Debit Agreement. Failure to provide the completed form by the requested due date will result in the clean/s being cancelled.

E. For Bond cleans (and other one off cleans). The Customer agrees to make payment to ACT CLEANING GROUP SERVICES to confirm the booking and any cancellation fees (as per this agreement, that may apply under this Agreement).

E. ACT CLEANING GROUP SERVICES reserves the right not to accept a booking at its sole digression.

F. The Customer must inform ACT CLEANING GROUP SERVICES 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

## **9. Payment Terms**

A. The Customer agrees to pay the estimated price quoted by ACT CLEANING GROUP SERVICES in full prior to or at the Service Time, unless otherwise agreed in advance with ACT CLEANING GROUP SERVICES



B. If no payment has been made by the due date ahead of the service booked in, ACT CLEANING GROUP SERVICES will use reasonable endeavours to contact the Customer for payment. In the event that ACT CLEANING GROUP SERVICES cannot contact the Customer or payment is not made, 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 3.

If the customer fails to make payment and the services have been carried out ACT CLEANING GROUP SERVICES reserves the right to charge 9% surcharge during the first 5 days, thereafter legal action may be pursued.

C. Payments may be made by 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, ACT CLEANING GROUP SERVICES 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 ACT CLEANING GROUP SERVICES and payment will be taken after the customer has confirmed the Service provided is satisfactory.

E. If cleaner /s have been at the property and cleaned and then you cancel for whatever reason ACT CLEANING GROUP SERVICES will refund or deduct from credit card the amount of hours the cleaner/s were there and also a cancellation fee

## 10. GST

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

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

## 11. Late Payment Fee

A. Where, ACT CLEANING GROUP SERVICES 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 3 days of the invoice date.

B. The Customer agrees that if, ACT CLEANING GROUP SERVICES has not received payment in full for the Service prior to their next scheduled clean (be it is a regular clean), the cleans will be put on hold until such time accounts are paid up to date.

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

## **12. Non-appearance**

If a Cleaner fails to attend the Premises within 1 hours of the Service Time and does not provide the requested Service ACT CLEANING GROUP SERVICES 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, ACT Cleaning Group Services. If a rescheduled time is not possible, a full refund will be provided.

## **13. Complaints**

If the Customer is dissatisfied for any reason with the Service provided, they must inform, ACT CLEANING GROUP SERVICES within 24 hours of completing the Service or, ACT CLEANING GROUP SERVICES will not guarantee and or rectify the service.

ACT CLEANING GROUP SERVICES 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, ACT CLEANING GROUP SERVICES 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 ACT CLEANING GROUP SERVICES to attend to the property then no refund will be given. ACT CLEANING GROUP SERVICES will only return free of charge to services in which a FULL SERVICE has been completed. ACT CLEANING GROUP SERVICES must be provided with a detailed list of required rectification points prior to re-attending and photos may be requested. ACT CLEANING GROUP SERVICES 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, ACT CLEANING GROUP SERVICES

## **14. Exclusions and Limitations**

A. The only conditions and warranties which are binding on, ACT CLEANING GROUP SERVICES in respect of the state, quality or condition of goods and services supplied by, ACT CLEANING GROUP SERVICES 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 ACT CLEANING GROUP SERVICES is, at, ACT CLEANING GROUP SERVICES option, limited to and completely discharged by the resupply of the Service. , ACT CLEANING GROUP SERVICES 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, accurate details of the condition of the property, 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 , ACT CLEANING GROUP SERVICES
- Not completing or providing the Service due to an act or omission of the Customer or any other person at the Premises during provision of the Service;
- Existing dirt, wear, damage or stains that cannot be completely cleaned or removed;
- Any wear or 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, ACT CLEANING GROUP SERVICES 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, ACT CLEANING GROUP SERVICES are excluded.
- The Customer acknowledges that the results of any services provided may vary depending on a number of factors (including materials used, equipment provided, time elapsed since Premises was last cleaned, and the nature of cleaning required), and that , ACT CLEANING GROUP SERVICES gives no guarantee as to the actual results certain marks and/or stains.

#### **15. Indemnity**

The Customer indemnifies, ACT CLEANING GROUP SERVICES 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, ACT CLEANING GROUP SERVICES 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).

#### **16. Accidents, Breakage, Damage & Theft**

- A. The Customer must inform, ACT CLEANING GROUP SERVICES 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, ACT CLEANING GROUP SERVICES 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, ACT CLEANING GROUP SERVICES under these terms and conditions: cash, jewellery, art, antiques, and items of sentimental value.

#### **17. Fix Up/Free Re-Visit Conditions**

- A. Fix up/Free re-visit once only with supplied list from customer or customers' agent.
- B. ACT CLEANING GROUP SERVICES recommends for the customer to attend to sign off on



the fix up, if the Customer is unable to attend the Fix up or signs off on, what they later consider to be an unsatisfactory Service, no 2nd visit will be provided free of charge, rates will apply. In this case, the cleaner will take before and after photos to provide to the customer/customers' agent.

C. Any other one off jobs where the customer has been present at the completion of work but remains unsatisfied, a supervisor will be sent out to inspect the cleaners work and if deemed unsatisfactory, will provide a free Fix Up. At ACT CLEANING GROUPS discretion, No Fix Up will be provided to one off jobs where the customer has not inspected at the end of the clean while the cleaners are still present and, ACT CLEANING GROUP SERVICES accepts no third part 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.

#### **18. Termination**

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

B. ACT CLEANING GROUP SERVICES may terminate this Agreement by providing the Customer with at least 24 hours' notice prior to the Service Time.

C. ACT CLEANING GROUP SERVICES may terminate this Agreement with immediate effect if the Customer is in breach of this Agreement, and in the opinion of, ACT CLEANING GROUP SERVICES that breach is incapable of remedy.

#### **19. Privacy Policy**

A. The Customer acknowledges that any information provided by the Customer may be used by ACT CLEANING GROUP SERVICES for the purpose of providing the Service. , ACT CLEANING GROUP SERVICES 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, ACT CLEANING GROUP SERVICES 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.

C. ACT CLEANING GROUP SERVICES 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.





## **20. Changes to this Agreement**

A. ACT CLEANING GROUP SERVICES 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.

## **21. Law & Jurisdiction**

A. The Customer and, ACT CLEANING GROUP SERVICES acknowledge and accept that this Agreement shall be construed and interpreted in accordance with the laws of Canberra, ACT and both agree to submit to the exclusive jurisdiction of the courts of Canberra, ACT in the event of any dispute.

## **22. 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.

## **23. Other**

ACT CLEANING GROUP SERVICES holds no responsibility for the loss, damages, or any injury incurred as a result of the customer being at the site while the service is being undertaken. ACT CLEANING GROUP SERVICES 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, ACT CLEANING GROUP SERVICES at our convenience. ACT CLEANING GROUP SERVICES takes no responsibility for its contractors or subcontractors in any way or form.