

# Cleanway Xtra Cleaning Services Terms & Conditions

## Cleaning Schedule

- 1.1 Contractor shall provide scheduled cleaning services as outlined in the provided quote, during the Agreement term. (Subject to adjustments to cleaning times as agreed between the parties)
- 1.2 This Agreement is for an initial term (Initial Term) of twelve (12) months.

## Cleaning Fees

- 2.1 Contractor shall provide the agreed schedule of cleaning services to the Client at the price as per the quote  
Client shall be billed, and shall pay for such services monthly and accounts will be annualised

## Cancellation of Services

- 3.1 Client may cancel a scheduled cleaning session by giving Contractor a minimum of Five (5) working days notice.

## Lock Out Charge

- 4.1 If, for any reason, the cleaner/s is unable to enter the Property for the scheduled cleaning session, the Client shall be charged a service fee of \$55 per hour per cleaner.

## Renewal of Services

- 5.1 If neither party hereto terminates this Agreement as per 11.1, the Agreement shall automatically renew for further periods (Extended Terms) of Twelve (12) month terms upon expiration of the Initial Term set forth in Section 1.2.

## Contractor's Obligations

- 6.1 Contractor shall be responsible for complying with all regulatory requirements in the performance of the cleaning services, including compliance with any labour regulations and payment of any and all income taxes and other employer/employee deductions.

## Cleaning Supplies

- 7.1 Contractor shall supply all cleaning equipment and materials required to properly complete the cleaning services.

## Hiring of Staff

- 8.1 Client agrees that Client shall not, without the express written consent of Contractor, hire, or attempt to hire, a present or former employee of Contractor, for any purpose whatsoever, for the term of this Agreement, and for one (1) year after termination of this Agreement. Should Client violate this term, Contractor shall be entitled to compensation for any losses arising from such action.

## Satisfaction

- 9.1 Should the Client be unhappy with any work performed by Contractor, (only work listed in the Job Description/Cleaning Schedule), Client shall inform Contractor immediately and Contractor shall perform the cleaning services again as far as practicable until Client and/or Contractor is satisfied with the results. Should neither party still not be satisfied with the work and all avenues of rectification be exhausted, then this agreement will be at an end after either party gives 30 days written notice to the other party informing of such.

## Indemnification

- 10.1 Contractor shall indemnify and hold harmless Client for any damages or injuries to Contractor, or Contractor's employees, agents and assigns, and to third parties, which may result from the performance of the cleaning services.
- 10.2 Client shall indemnify and hold harmless Contractor for any damages or injuries to Client, Client's employees, agents, and assigns, or Client's property that are not caused by Contractor's gross neglect.
- 10.3 Contractor reserves the right to not be held liable for the following:
- Incomplete cleaning job due to lack of adequate hot water and/or power.
  - Third party entering or present at the Property during the cleaning session.
  - Wear or discoloration of fabrics becoming more prominent after removal of visible dirt.
  - Failure to remove old and/or permanent stains that cannot be removed using standard cleaning methods.
  - Existing damage or spillage that cannot be cleaned or completely removed using standard cleaning materials and equipment.
- 10.4 Contractor has public and employer's liability insurance, which will cover any accidental damages caused by an employee of the Contractor in the course of providing cleaning services. Should any damage occur, Client must report such damage in writing to Contractor within twenty four (24) hours. If Client does not report such damage to Contractor within the specified timeframe, Client shall not be entitled to any reparations for such damage.

## Termination of Agreement

- 11.1 This Agreement may be terminated after the Initial Term and thereafter, after the Extended Terms, by either party upon thirty (30) days written notice to the other party. If the client terminates other than this clause, then a termination charge equal to 1 month's cleaning services shall apply

## Assignment

- 12.1 Neither Contractor nor Client shall assign this Agreement without the prior written consent of the other party.

## Public Holidays & Weekends

- 13.1 All cleans are scheduled for normal weekday cleans unless stated otherwise and are priced accordingly. If a scheduled clean falls on a public holiday, then that clean will be performed on the next business day.

## Extra cleans

- 14.1 Any extra client requested cleans will be invoiced separately at a rate appropriate for the day of the clean

## Payment Terms

- 15.1 All invoices are due & payable Thirty (30) days from invoice date unless otherwise agreed upon with the contractor and the Client agrees to such terms. The client also agrees to be liable for any & all fees associated with the collection of overdue invoices, of Third party or otherwise collection agencies. The Contractor reserves the right to charge a monthly administration fee of \$55.00 (Inc GST) to all overdue invoices.

## Annual Increase

- 15.1 This agreement allows for an annual price increase after the Initial term to allow for increased contractor costs as agreed between the Contractor and the Client.

## Guarantee

- 15.2 The Contractor will perform any remedial work that is deemed to be within the original scope of works at no extra charge subject to the Client notifying the Contractor in writing within forty eight hours (48) of completion of original works.
- 15.3 The Contractor reserves the right to charge an additional fee equal to \$55 per hour per cleaner for any works required that the Contractor deems to be required to complete the works to industry standard. This clause applies to properties not personally inspected by the Contractor.

"Contractor" refers to Ruskas Pty Ltd T/as Cleanway Xtra Cleaning Services

"Client" refers to the Client engaging Cleanway Xtra Cleaning Services

"Property" Refers to the Client's premises to be cleaned