

Licence to Clean Terms and Conditions



These Terms and Conditions are between

Licence to Clean ABN 23 228 499 033 of 33 Glenfield Drive, Currans Hill and you the user (hereinafter referred to as "The Client").

Please read these Terms and Conditions carefully. All contracts that Licence to Clean may enter into from time to time (for the provision of the Cleaning Businesses services) shall be governed by these Terms and Conditions, and Licence to Clean will ask the Client for the Client's express written acceptance of these Terms and Conditions before providing (any such services to the Client). This also applies to ALL Domestic and Commercial Cleaning services.

It is the policy of Licence to Clean to strictly enforce it's Terms and Conditions in the event of any dispute.

Definitions:

- 1.1 In these Terms and Conditions, except to the extent expressly provided otherwise"-

"Business Day" means any weekday other than a bank or public holiday.

"Business Hours" means the hours of (6.00am to 8.00pm) on a Business Day.

"Contact" means a particular contact made under these Terms and Conditions between Licence to Clean and The Client.

"Client Premises" means any premises owned or controlled by the Client at which the parties expressly or impliedly agree the personnel of Licence to Clean shall provide services.

"Effective Date": means the date of execution of a statement of work incorporating these Terms and Conditions

“Force Majeure Events”: Means an event, or a series of related events, that is outside the reasonable control of the party affected including power failures, supply of water, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods

2. About this Contract:

- 2.1 Our Terms and Conditions represent a contract which comes into force on agreeing the time and a date to commence, for specific work cleaning requirements to be undertaken. This contract is made between Licence to Clean and The Client.
- 2.2 You agree that any use of the services that is provided by Licence to Clean shall constitute your acceptance of our Terms and Conditions.
- 2.3 Licence to Clean reserve the right to change, without notice, any part or condition or working of these terms and conditions.

3. The Cleaning Company Employees:

- 3.1 Licence to Clean shall ensure that all Employees involved in the provision of the service:
 - (a) Has been interviewed by Licence to Clean;
 - (b) Has supplied proof of identity and satisfactory references to Licence to Clean;
 - (c) Have been properly trained in our service standards and are adequately experienced in the provision of the services;
 - (d) Hold all necessary qualifications including a Police Check Certificate required for their work in relation to the service;
 - (e) The Employees are not permitted to move any items of heavy furniture that may cause secondary damage to floors, carpets etc, this is not covered by Licence to Clean Insurance;
 - (f) To protect our Employees, they are instructed not to enter an environment they may consider to be dangerous or hazardous or inoperable for any reason. They are instructed to report the problem immediately and will withdraw from the premises. In the event this occurring the Client will be charged 100% of the service fee;
 - (g) The Cleaning Company is an equal opportunities employer. We recruit our employees on the basis of their ability to do the job and aim to

ensure that all our employees are treated equally regardless of ethnic origin, religion, sex, age, marital status, nationality, sexual orientation or disability;

- (h) Employees are forbidden to conduct any cleaning duties at height that require the use of ladders, stools, steps or similar items. Working at height can only be conducted using equipment supplied by Licence to Clean;
- (i) Licence to Clean employees are strictly instructed not to use any Client's appliances in your home unless otherwise directed to do so by Licence to Clean management.

4. The Clients Premises:

4.1 The Client shall:

- (a) Promptly provided to Licence to Clean such access to the Premises as is reasonable required by Licence to Clean for the provision of the services;
- (b) Licence to Clean shall use all reasonable measures to provide absolute security for the Client's key and private data at all times. In the event of any keys proven to being lost by Licence to Clean, we will replace the key. However, any claims for key loss will be capped at \$60.00;
- (c) If the Client is not a consumer, then in the performance of the Services at the Client's premises, Licence to Clean must be informed of all health, safety and security rules, regulations and requirements that apply at the Client's premises;
- (d) The Client must allow the Employee of Licence to Clean access to hot water and power; and
- (e) Licence to Clean will not be responsible for triggering any alarm systems. The Client should give any special instructions for deactivation/activation of any household alarm systems.

5. Service:

- 5.1 Licence to Clean shall provide the services to the Client in accordance with these Terms and Conditions;
- 5.2 Licence to Clean agrees to provide all cleaning products

and all cleaning equipment required to carry out the service.

- 5.3 If the Client/Business is not happy with the standard of the agreed level of service provided by Licence to Clean, we will endeavour to rectify this within 5 working days. Provided we are made aware or notified of this within 24hrs of the last service by emailing, telephone or texting Licence to Clean, if however the Clients signature has been provided to sign off on the service provided then this exempts Licence to Clean's responsibility to rectify.
- 5.4 Any cleaning task that has not been agreed, should be requested and approved if required, by a telephone call to Licence to Clean office first (as these will not be covered by Licence to Clean insurance). These supplementary tasks may be deemed as chargeable extras due to time, products and labour. If you have a regular service agreement then the task will be carried out at the next contracted date and charged accordingly. Otherwise, the chargeable extra will be carried out immediately and charged accordingly, then added to the final invoice amount.
- 5.5 No guarantee is made or implied regarding the time at which the Employee of Licence to Clean will attend a property on the agreed day of the service delivery and no claims will be considered.
- 5.6 By entering under this Terms and Conditions with Licence to Clean, after the termination of the cleaning service provided by Licence to Clean, the Client must not hire or use any home-related services provided by a present or past Employee introduced to the Client by Licence to Clean. If the Client does wish to hire or use home-related services provided by such an Employee our referral fee is \$500.
- 5.7 If collection of keys is required from a location outside the Property location of the cleaning premises, \$10 charge will apply.
- 5.8 Licence to Clean agrees to keep all customers' information confidential, however from time to time we may use photos of your home for marketing purposes. In this event we will obtain your permission to use these photos.

6. Pricing and Payment Terms:

- 6.1 All Regular Domestic Service payments to be made within 3 working days of the invoice date (unless previously arranged) from Licence to Clean. Should payment not be received within those 3 days, we reserve the right to charge a late payment fee of \$6.00 and it may be added to your account.
- 6.2 Licence to Clean reserves the right to suspend any regular cleaning services if after contacting the Client of a reminder to pay, and payment has not been made to Licence to Clean prior to the next scheduled clean.

- 6.3 Any price quoted or estimated by Licence to Clean is an estimate based on Licence to Clean's experience, without inspection, and based on information provided by the Client.
- 6.4 Payments can be made via cash, credit card, cheque, direct deposit & GoCardless.
- 6.5 GoCardless & Credit card payments will incur a surcharge.
- 6.6 Full payment is required either prior to or on the day of the service from the Client for one-off Cleaning, End of Tenancy Cleaning, Carpet & Lounge Cleaning, Tile & Grout Cleaning, Window & Blind Service, High Pressure Cleaning, House Washing or any other service are non-refundable.
- 6.7 Commercial payments are strictly by arrangement whether they be within 3 days, weekly, fortnightly or monthly.
- 6.8 Client understands that he/she is not entitled to any refunds.
- 6.9 Price is subject to review at anytime without prior notice as are our payment terms.

7. Cancellation & Late Payment Fees

- 7.1 In the event of termination of regular cleaning services a minimum of 7 days Written notice addressed to Licence to Clean offices is required.
- 7.2 Any cancellation or re-arrangement to any regular service must be provided by 4pm on the business day before the commencement of the service. If the Client does not give Licence to Clean the minimum notice then there will be a service cancellation Fee of \$30 charged and invoiced to the Client.
- 7.3 Any cancellation or re-arrangement to any scheduled service for One-off Cleaning, End of Tenancy Cleaning, Carpet & Lounge Cleaning, Tile & Grout Cleaning, Window & Blind Service, High Pressure Cleaning, House Washing or any other service, must be provided by 4pm on the business day before the commencement of the service. If the Client does not give Licence to Clean the minimum notice then there will be a service cancellation Fee of \$90 charged and invoiced to the Client.
- 7.4 In the event of Licence to Clean being unable to gain access to a property or carry out cleaning of any kind due to circumstance beyond our control or the Client's failure to arrange reasonable alternative as above, then the full cancellation amount of \$30 will be applicable.

- 7.5 In the event that your account becomes overdue, Licence to Clean reserves the right to charge a late payment fee (covering our administrative costs for chasing overdue payments) We reserve the right to charge a penalty in the form of a late payment fee, the charge for this will be a \$6.00 fee. This will be applied weekly from 5 business days after the due date on the invoice until the account is finalised.
- 7.6 If the Client's account is outstanding for more than 3 months, we will call at the Premises to collect payment in person, in which case an additional \$90 minimum call out fee will apply.
- 7.7 We are partnered with Henley Recoveries Group (Henley Collections Group Pty.Ltd) and refer all overdue accounts to them for collection on our behalf. In the event that your account is overdue and consequently referred to Henley Recoveries Group, you will be liable for all costs incurred, as if the debt is collected in full, including (but not limited to):
- I. Commission we are charged for collection.
 - II. Costs for submission to the relevant small claims tribunal.
 - III. Any legal and administrative costs incurred during collecting the overdue account, including (but not limited to) submitting a payment default or mercantile enquiry on your overdue account.
 - IV. Any other costs that are incurred due to your overdue account.
- 7.8 In the addition to the amounts set out above, the Client agrees to indemnify Licence to Clean for all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by Licence to Clean 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 Client) arising out of a breach of these terms including the failure by the Client to pay an amount by the due date.

8. Insurance/Complaints & Claims

- 8.1 The customer accepts and understands that poor service, breakage/damage or theft must be reported within 24 hours from the service date. Any accusations of Theft must be reported to the Police before Licence to Clean can proceed with any recovery action. Failure to do so will entitle the Client to no refunds or recovery cleanings.
- 8.2 Licence to Clean may require the presence of the Client or his/hers representative in the beginning and at the end of the cleaning session so an inspection can be carried out and if any corrections, should be made on the same day.
- 8.3 Licence to Clean may take up to 5 working days to respond to a complaint.
- 8.4 Complaints are accepted in writing (letter, email or text). Complaints must be reported on completion of service provided or in the following 24-hour.
- 8.5 All fragile and highly breakable items must be secured or removed. Items excluded from liability are: cash, jewellery, items of sentimental value (the customer will be credited with the items present cash value), art and antiques.

- 8.6 Damage or loss of property must be reported immediately in any event. In the event of damage or loss as a result of negligence, both parties, the liability of Licence to Clean shall be limited (Licence to Clean discretion) to repair or the replacement cost of the item, taking into account it's age and condition. Licence to Clean shall not in any event be liable for any loss of profit or consequential loss.
- 8.7 Licence to Clean has Public Liability Insurance and Workers Compensation. The policy will cover any accidental damages caused by an Employee working for or on behalf of Licence to Clean, reported within 24 hours of service date.
- 8.8 Licence to Clean reserves the right to refuse to share any of the confidential company's documents.

9. Liability

- 9.1 Licence to Clean reserves the right not to be liable for:
- (a) Completing tasks which are not stated on our task list;
 - (b) Cleaning jobs not complete due to the lack of suitable cleaning detergents and/or equipment in full working order, hot water or power;
 - (c) Third party entering or present at the Client's premises during the cleaning process;
 - (d) Wear or discolouring of fabric becoming more visible once dirt has been removed;
 - (e) Existing damage or spillage that cannot be cleaned/removed completely using provided by the customer cleaning detergents and equipment;
 - (f) Any damages caused by a faulty or not in full working order detergents/equipment supplied by the customer.
 - (g) If the customer has got items which need special cleaning methods and special cleaning detergents, Licence to Clean reserves the right to refuse the provision of the cleaning detergents.

- (h) Licence to Clean will advise the Client to provide the specific cleaning detergents and to pass cleaning instructions to the Licence to Clean Office when placing the order or give instruction to the present cleaner;
- (i) Licence to Clean will not be liable for any liability caused by or arising out of or from: Damage to Windows, Articles of Glass, China, Porcelain, Earthenware, Stone or other articles of brittle nature:
- (j) Licence to Clean will not be liable, accountable or chargeable for any losses, fees, claims or expenditure incurred should we be unable to complete a booking or bookings for any reason;

10. Carpets, Rug's, Mattresses and Upholstery

- 10.1 The quote we provide over the telephone or via email, through the internet, is based on information provided by the Client to Licence to Clean, and in the absence of specific room, of clearly definable descriptions will be based on standard room sizes/seating positions. If the actual work to be performed is different to what has been quoted for, the price will vary accordingly.
- 10.2 The Carpet Cleaner may quote extra after inspection if there are extra rooms or areas that Licence to Clean were not informed of during the quotation process or if the condition of the carpet or upholstery is deemed to be different from the information provided by the Client.
- 10.3 The Carpet Cleaner will confirm the price with the Client before work commences.
- 10.4 Maximum room size applies for advertised or quoted 'per room' pricing structures. Maximum room size is 14 square meters and is based on a standard furnished room. Rooms less than 14 square meters will count as 1 standard room. Rooms over 14 square meters but under 28 square meters will count as 2 standard rooms.
- 10.5 Carpeted steps are quoted per step.

- 10.6 Upholstery cleaning prices are per seating positions and are subject to the condition of the upholstery. Additional charges may apply for recliners, ottomans, chaises and loose cushions.
- 10.7 CAUTION-Walking from a wet carpet onto a hard surface can be slippery. For safety, stay off of recently cleaned carpet for at least 4hrs or until completely dry. Most of the drying and fibre protection of the carpet takes place in the first 4hrs.
- 10.8 To avoid stains or rust spots, please do not put any small items such as lamps, tables, chairs, etc., back on the carpet until after 24hrs. Do not remove any pads or blocks our technicians may have placed under furniture until the carpet is completely dry - usually in 48hrs.
- 10.9 Rippling can occur under certain conditions even when carpet is properly installed. Adhesives that holds the backing together can absorb moisture and expand. In most cases this rippling will disappear with 72 hours.
- 11.0 Stains that you cannot see could turn brown after cleaning. Such stains are caused by orange, grapefruit, watermelon or lemon juice; artificially sweetened soft drinks and similar such beverages. Some stains are difficult to treat and while every effort is made to treat all stains we cannot guarantee complete elimination. Urine or other animal stains can remove the colour from fibers and such stains cannot be removed. Pet owners should know that an odour may sometimes result from a fungus that is released upon washing.
- 11.1 If a technician finds on your premise, or reasonably believes he/she has found, hazardous waste, harmful materials (ex. Asbestos or mold), or the presence of other materials such as substantial amount of powder carpet freshener, adhesives, or other cleaning agents, chemicals or materials, the Client understands that the presence of these materials may require additional cleaning and potentially multiple cleaning visits. Client agrees to assume all costs of additional steps to clean or otherwise address such condition. Client understands that these additional treatment costs are not part of the initial Estimate or Invoice.
- 11.2 Client must make provisions for and assumes the cost of damages resulting from failure to move heavy furniture and appliances such as beds, pianos, pool tables, refrigerators, safes, etc. Client must remove breakables and personal items of irreplaceable or high value from service area and for safety, client agrees to notify Licence to Clean and its representatives of any special moving instructions for all items on premises such as broken or unstable furniture, etc.
- 11.3 If a client or authorised agent is not present during cleaning, Licence to Clean will provide no stain removal or additional services unless expressly

discussed with the office prior to the appointment. Specific details must be included in the work order and approved by the customer ahead of time.

- 11.4 Client must report any reappearance of spots, odors or other cleaning related issues within 5 days of service, moisture problems within 24hours.
- 11.5 Shrinkage may occur in rugs depending on the type and quality. Licence to Clean cannot be held responsible for this occurrence.
- 11.6 Fading, Colour Changes, Dry Rot due to wear, sunlight, age or deteriorated material which disintegrates in the cleaning process is frequently not noticeable prior to cleaning. Licence to Clean cannot assume responsibility for these pre existing conditions. Unstable colours may run when washed - pretesting for colour fastness is completed on every rug, but colour fastness cannot be guaranteed based on a spot test and Licence to Clean is not responsible for dyes which run in the cleaning process.
- 11.7 Client understands that Licence to Clean cannot be help responsible for pre-existing defects that may exist in rugs and carpets. Client agrees to accept our assessment of the condition of the carpet when received and further releases Licence to Clean from any responsibility for defects which appear after soil is removed.
- 11.8 Client understands that the backing, lining and other materials and processes used in the manufacture of upholstery items may produce adverse results in the surface material when cleaned and understands that there is no way of determining when such results will occur and that the fabric may have previously experienced deterioration due to factors as fading, shrinkage, dry-rotting, watermarking, browning, or loss of tensile strength. Client understands that occasionally a manufacturer will mark items with a black or other coloured marker on the reverse of the fabric. Client understands that this has the potential to bleed through and agrees to not hold Licence to Clean responsible for any of the conditions above.
- 11.9 Clients are responsible for ensuring that the Steam Cleaned area has adequate ventilation after the job has been completed. If windows remained closed it may cause a bad odour throughout the property. If we leave the windows open after completing the job, the Client is responsible for closing them once the steam cleaned areas are dried.
- 12.0 We do not guarantee the complete removal of deeply seeped fluids inside mattresses.
- 12.1 Licence to Clean shall not be responsible for existing discoloration of any mattresses.

11. Tile & Grout

Licence to Clean when providing our services always aim for a "best result", however Clients are asked to be aware of some of the limitations which are common to all our service operations. For example:

- a. Tiles often will not have a consistent appearance after cleaning by reason of differences in wear and tear.
- b. Sunlight may cause fading in areas of the tiles which cleaning will not rectify.
- c. Stains are not always visible before dirt is removed and it may not be possible to remove those stains completely.
- d. Any pre-existing scratches or scrapes will not be removed by cleaning alone, as these will require stone masonry services such as polishing or honing.

11.1 The Customer is responsible for moving any household items or furniture within the area that is to be cleaned or restored.

11.2 Licence to Clean cannot be held responsible for any unforeseen adverse conditions relating to the cleaning of the tiles and grout. This includes and is not limited to: Loose, scratched or chipped tiles, Loose or cracked grout, missing grout, UV fading of damage, Stainage of the tiles or grout.

11. House Washing

11.1 The Client understands that any blemish or flaw or any existing oxidation will be more noticeable after cleaning. The Client understands that Licence to Clean may not find every flaw and is not responsible if it is more noticeable after the wash unless it is found to be of negligence on Licence to Cleans end.

11.2 The client understands that we recommend that all outside electrical outlets and fixtures are shut off before arrival to complete washing service as an additional precaution.

11.3 The client also understands if we do a site unseen quote based on provided photos, that we will not be able to note any flaws in exterior surfaces. If we do a site unseen quote, the client understands that our technicians will do their best to point this out at the date of cleaning.

11.4 The client also understands that our cleaning solution is specifically designed for our cleaning services and it will not cause any discoloration or damage.

- 11.5 The client understands that during the house washing service they will receive a basic window cleaning. This is not a window cleaning service. A basic window cleaning will get debris off from the windows, but you could be left with water spots. If you are looking for a squeaky-clean shine on windows, you will want to get the added window cleaning service. We recommend removing your screens to allow any debris between the window and screen to be rinsed away in a house washing.
- 11.6 Please have all windows and doors shut tightly. Make sure they are properly sealed to avoid water coming through.

12. Window Cleaning

- 12.1 Screens are very delicate and if we are required to remove them, we cannot hold any responsibility if damage occurs.
- 12.2 Removal of any building materials (i.e. cement, paint, silicone, adhesive tape, etc.) on the windows is not included in our window cleaning service, except if agreed in advance and described in the quotation.
- 12.3 Please have all windows and doors shut tightly. Make sure they are properly sealed to avoid water coming through.

13. Pressure Cleaning

- 13.1 The client understands that Pressure Cleaning is a cleaning service and we cannot hold any responsibility if stains are not removed after the pressure service. However, our technicians will try their best to identify and point out any stain prior to start.
- 13.2 The client also understands that we are not responsible for previously existing loose and/or chip tiles and damaged grout, and also for remaining debris after cleaning due to improper drainage.
- 13.3 Please avoid using water during our Pressure Cleaning Services to ensure no loss of pressure or volume.

14. House Washing, Window Cleaning, Pressure Cleaning

- 14.1 Please have all pets and kids inside before and during cleaning – even though we love pets and kids we can't be responsible for their safety while we are working.
- 14.2 Please clear the work areas of all items, put the blinds up, and remove all sensitive materials from the areas being cleaned such as furniture, doormats, and vehicles.
- 14.3 If water intrusion occurs, then Licence to Clean will not be held responsible. We make every effort to prevent this but due to unavoidable issues such as bad seals around windows and doors, cracks in concrete foundations, and lack of waterproof. Notify Licence to Clean if there are any surfaces on or near the home that cannot have any form of our cleaning solution on them. If we are failed to be notified of this, Licence to Clean is not responsible for any ill effect on any surfaces.
- 14.4 Licence to Clean will be obligated under our terms and conditions for any damage that was a direct result of operator error, negligence, or willful misconduct. Damages must be discovered and reports to Licence to Clean within 48hrs of completion of service. Licence to Clean will be allowed 3 days from the date of written receipt to inspect the premises and have the sole option in repairing or contracting repair to any damages that were the result of negligence.
- 14.5 Licence to Clean technicians are well trained in the equipment used in the cleaning industry and take extreme precautions in making sure Licence to Clean does not cause harm to your investment. Licence to Clean uses safe techniques with the use of low pressure on delicate surfaces. However, damage can still occur to any delicate surface due to poor maintenance, neglect of the property and, low-grade building materials that do not comply with the Building Code of Australia (BCA). Routine maintenance per the manufacture's recommendations on the home's surfaces should be implemented by homeowners to avoid any potential defects. Prior to washing the home any areas of concern need to be addressed by the homeowner. This will prevent damage from occurring. The homeowner assumes all the risks and takes responsibility for any damage that occurs due to improper maintenance.

- 14.6 Licence to Clean is not responsible for damages due to improperly installed walls, loose roof tiles or siding, broken or opened windows, improperly sealed windows and doors, wood rot, defective construction, improperly secured wires, loose or improperly installed gutters, and leaders and improper caulking. On most of the surfaces, the sun and weather will bleach the color or cause fading. Pressure washing, which entails the removal of chalky, gritty, or failing surface materials may cause the faded aspects to stand out. Licence to Clean will not be responsible for such conditions.
- 14.7 On the date of service, Licence to Clean will note any pre-existing damage on the Pre-Inspection/Work Agreement Form. If the homeowner is unavailable at the time of noted damage, Licence to Clean will note the absence on the Pre-Inspection/Work Agreement Form and take photos of noted damage. The homeowner will have to sign off on the form to note they have been informed of any damage once the work is complete. If the homeowner is unavailable at the time of completion, the office manager will notify the client of any damage before work along with supporting documentation. If any new damage is found during the cleaning process, Licence to Clean will cease all cleaning efforts until the client can see the damage and acknowledge its existence.