

TERMS & CONDITIONS

Use of our services constitutes your acceptance of our Terms and Conditions! Should you require any further information in relation to our customer service agreement please contact us through our email address.

1. Cleaning Services

A. Subject to the terms of this Agreement, CAIRNS SUPREME CLEANING 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 CAIRNS SUPREME CLEANING at the time of booking.

C. CAIRNS SUPREME CLEANING endeavours to provide the Service faithfully, diligently and in a timely and professional manner

2. Broken/damaged items

We train our staff to take extra care with your belongings, however regrettably and although not common from time to time something may be broken or damaged. If there is an item that is believed to be damaged by one of our cleaning professionals, it must be reported to the company within 24 hours from the completion of the service in efforts to properly investigate the issue. If we damage anything during the service being provided, we will notify the customer immediately. In the event an item is damaged or broken, we reserve the option to repair or replace the item. We cannot take responsibility for items that were damaged because they were not properly attached or secured (for example, a hanging picture that was improperly attached to the wall or an item that is propped against a surface). Cairns Supreme Cleaning cannot be responsible for damage due to faulty and/or improper installation, lack of maintenance, or general wear and tear of any items.

3. Pictures of before and after work

We take before and after photos of our work. These pictures are used for training, proof of performance as well as promotion. See our website before and after for examples. If you do not want pictures taken of work areas in your home, please notify us when you schedule your cleaning.

4. Glass Shower Door(s), Toilet(s), Faucet(s)

You are responsible for notifying us if your glass shower door(s), faucets, or toilet is NOT 100% secure. If upon inspection the team recognizes that your shower door(s), toilet, or faucet are not fully secure you will be notified of the risks immediately. At that time, you have the option to decline the service of that item, or we can proceed with service. If the client decides to proceed with service client agrees not to hold Cairns Supreme Cleaning nor its employees responsible if this results in the shower door, toilet, or faucet being damaged. Cairns Supreme Cleaning is not responsible for any damage (water damage included) due to faulty and/or improper installation of any item. This includes but is not limited to any water damage caused by: toilet over flooding, loose or leaky faucets, and water dispenser on the refrigerator.

5. Health and Safety

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; In order to protect our employees, they are instructed not to enter an environment they consider to be unsafe, dangerous to health, or inoperable for any reason, but are instructed to withdraw from the premises and to report the problem to Cairns Supreme Cleaning management. Should any member of your household require the use of syringes, please ensure that they are disposed of safely. Any unexpected stab by an insecure needle can pose serious health concerns to our staff, therefore, Cleaner is instructed to leave the premises. Please ensure you provide a smoke-free work environment for staff.

6. Additions and Amendments

Any changes to the Service to be provided must be agreed to by CAIRNS SUPREME CLEANING prior to 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 CAIRNS SUPREME CLEANING Administration/management by telephone unless management is on-site, who may agree to provide the additional service/s in its absolute discretion. The Cleaner is not authorized to agree to any changes or variations to the Service being provided without first consulting CAIRNS SUPREME CLEANING management. The Customer must not request such changes directly from the Cleaner. If CAIRNS SUPREME CLEANING attends a job site with the provision that a job has been confirmed by a client and the services are no longer needed or warranted without at least 24 Hours' notice CAIRNS SUPREME CLEANING may in its sole discretion charge a call out fee .

7. 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 CAIRNS SUPREME CLEANING prior to the commencement of the Service of any hazards, slippery surfaces, risks or dangers, ingrained dirt, grease or grime at the Premises;
- F. The Client authorizes CAIRNS SUPREME CLEANING 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.

8. Health and Safety Risk In addition to the obligations and warranties set out in section 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. 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 does 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.

9. No Engagement of Cleaners A. The Customer acknowledges CAIRNS SUPREME CLEANING invests significant resources in recruiting, selecting and training its Cleaners. Unless CAIRNS SUPREME CLEANING 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 CAIRNS SUPREME CLEANING for a period within 2 Years after the conclusion of commercial Service.

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

10. Job Quotations A. Any price quoted by CAIRNS SUPREME CLEANING is an estimate only based on CAIRNS SUPREME CLEANING experience, without inspection, and based on information provided by the Customer over the phone or through online websites and or email correspondence. Subject to this clause, quotes

are valid for a period of 7 days from the date of the quote and are only valid after inspection of the premises is first carried out.

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 CAIRNS SUPREME CLEANING 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, CAIRNS SUPREME CLEANING 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.

E. CAIRNS SUPREME CLEANING 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 cannot be guaranteed until visual inspection occurs on the day. CAIRNS SUPREME CLEANING has the right to refuse a job and will discuss the price prior to any work being carried out. CAIRNS SUPREME CLEANING will endeavour to remove all stains although no guarantee can be given to the actual removal of any stain.

F. Free services are provided for free, no refunds are given for any service that are free if CAIRNS SUPREME CLEANING cannot Attend to for any reason and also if there is a complaint in regards to stains, or not being cleaned correctly.

G. CAIRNS SUPREME CLEANING. 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 CAIRNS SUPREME CLEANING will not be responsible for carpet cleaning of any rooms, Also CAIRNS SUPREME CLEANING has the right to refuse to complete the job and this will incur a fee for time incurred.

11. Bookings A. The Customer may make a booking either by telephone, email or on the CAIRNS SUPREME CLEANING website or affiliated trading sites. 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, grease or grime located at the Premises;

C. CAIRNS SUPREME CLEANING 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 CAIRNS SUPREME CLEANING reserves the right to alter the price of The Service.

D. The Customer agrees to provide CAIRNS SUPREME CLEANING with their valid credit card details at the time of booking, or on the day of the service and authorizes CAIRNS SUPREME CLEANING to debit any card with an amount equal to any service and/or cancellation fees that may apply under this Agreement.

E. CAIRNS SUPREME CLEANING reserves the right not to accept a booking at its sole digression.

F. The Customer must inform CAIRNS SUPREME CLEANING 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

12. Payment Terms A. The Customer agrees to pay the estimated price quoted by CAIRNS SUPREME CLEANING in full prior to or at the Service Time, unless otherwise agreed in advance with CAIRNS SUPREME CLEANING

B. If no payment has been made by the Service Time, CAIRNS SUPREME CLEANING will use reasonable endeavours to contact the Customer for payment. In the event that CAIRNS SUPREME CLEANING cannot contact the Customer or payment is not made by the Service Time, 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 2C. If the customer fails to make payment and the services have been carried out CAIRNS SUPREME CLEANING reserves the right to charge 10% surcharge during the first 5 days, thereafter legal action may be pursued.

C. Payments may be made via bank transfer or in cash. D. Customer's payments to a One Off cleaning job must be settled in cash if not received on the day, a surcharge of 10% will be enforced – If the customer fails to settle

the payment within 5 working days, CAIRNS SUPREME CLEANING 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 CAIRNS SUPREME CLEANING 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 CAIRNS SUPREME CLEANING will refund or deduct from credit card the amount of hours the cleaner/s were there and also a cancellation fee

13. 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, CAIRNS SUPREME CLEANING retaining the Original Amount plus any GST amount.

14. Late Payment Fee A. Where CAIRNS SUPREME CLEANING 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 CAIRNS SUPREME CLEANING has not received payment in full for the Service within one calendar month of the original invoice date then a late payment fee of 10% will be charged for every month unless alternative arrangements can be made with the accounts department.

C. In addition to the amounts set out above, the Customer agrees to indemnify, CAIRNS SUPREME CLEANING for all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by, CAIRNS SUPREME CLEANING in connection with a demand, action, or another 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. CAIRNS SUPREME CLEANING reserves the right to report any non-payment to either a collection agency and or is not limited to also report nonpayment 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.

15. Non-appearance If a Cleaner fails to attend the Premises within 2 hours of the Service Time and does not provide the requested Service CAIRNS SUPREME CLEANING 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, CAIRNS SUPREME CLEANING

16. Complaints If the Customer is dissatisfied for any reason with the Service provided, they must inform, CAIRNS SUPREME CLEANING within 24 hours of completing the Service or, CAIRNS SUPREME CLEANING will not guarantee and or rectify the service. , CAIRNS SUPREME CLEANING 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, CAIRNS SUPREME CLEANING 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 CAIRNS SUPREME CLEANING to attend to the property then no refund will be given. CAIRNS SUPREME CLEANING will only return FREE OF CHARGE to services in which a FULL SERVICE has been completed. The customer holds the sole responsibility of entrance to the property and must provide a detailed list of required rectification points to our cleaners upon their arrival. In addition to the above mentioned, it is a requirement that either the managing agent or the client is present at the property and signs off on the rectification clean once their satisfaction has been met. Any rectification clean is deemed complete if the above-mentioned requirements are not adhered to., CAIRNS SUPREME CLEANING may, at its discretion, offer the Customer either of the following options at its sole discretion: A. A partial or full refund; B. Resupply of the Service without charge;

CAIRNS SUPREME CLEANING gives no guarantee as to the actual results certain marks and/or stains. 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 is not the responsibility of CAIRNS SUPREME CLEANING; – 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),

17. Exclusions and Limitations

A. The only conditions and warranties which are binding on, CAIRNS SUPREME CLEANING in respect of the state, quality or condition of goods and services supplied by, CAIRNS SUPREME CLEANING 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 CAIRNS SUPREME CLEANING is, at, CAIRNS SUPREME CLEANING option, limited to and completely discharged by the resupply of the Service. , CAIRNS SUPREME CLEANING 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, 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, CAIRNS SUPREME CLEANING – 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, CAIRNS SUPREME CLEANING 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, CAIRNS SUPREME CLEANING 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, CAIRNS SUPREME CLEANING gives no guarantee as to the actual results certain marks and/or stains.

18. Indemnity The Customer indemnifies, CAIRNS SUPREME CLEANING 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 , CAIRNS SUPREME CLEANING 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).

19. Accidents, Breakage, Damage & Theft A. The Customer must inform, CAIRNS SUPREME CLEANING 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, CAIRNS SUPREME CLEANING 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, CAIRNS SUPREME CLEANING under these terms and conditions: cash, jewellery, art, antiques, and items of sentimental value.

20. Cancellation Fees A. The Customer must provide, CAIRNS SUPREME CLEANING with at least 2 Days' notice prior to the Service Time, if they wish to suspend, postpone, alter or cancel the Service for any reason.

B. If such notice has been given, CAIRNS SUPREME CLEANING will endeavour to reschedule the Service if required.

C. If the Customer does not provide 2 Days' notice prior to the commencement of the Service, the Customer agrees to pay a cancellation fee equivalent to the scheduled service (inclusive of GST) for administrative costs and loss. This may be charged at, CAIRNS SUPREME CLEANING Sole discretion.

21. Fee for Non-access to Premises A. If the Customer does not provide unencumbered access to the Premises for CAIRNS SUPREME CLEANING or its Cleaners to provide the Service, the Customer agrees to pay a cancellation fee equivalent to scheduled service (inclusive of GST) for administrative and travel costs. Collection of keys or key cards to gain access to The Property is permitted but done so at Cleaners discretion and Customers expense.

22. Fix Up/Free Re-Visit Conditions A. Fix up/Free re-visit once only. with supplied list from customer. B. The Customer is required to attend the property after any service is completed while the staff are still present to prevent any requirement of a fix up to be necessary and sign the job sheet paperwork provided if satisfied.

C 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.

23. Termination A. This Agreement may be terminated by the Customer by providing at least 2 days notice prior to the Service Time.

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

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

24. Privacy Policy A. The Customer acknowledges that any information provided by the Customer may be used by CAIRNS SUPREME CLEANING for the purpose of providing the Service. , CAIRNS SUPREME CLEANING 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, CAIRNS SUPREME CLEANING 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. CAIRNS SUPREME CLEANING will take all reasonable precautions to protect personal information provided by the Customer from loss, misuse, unauthorized access or disclosure, alteration or destruction.

25. Changes to this Agreement A. CAIRNS SUPREME CLEANING 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.

26. Law & Jurisdiction A. The Customer and, CAIRNS SUPREME CLEANING acknowledges and accept that this Agreement shall be construed and interpreted in accordance with the laws of Queensland and both agree to submit to the exclusive jurisdiction of the courts of Queensland in the event of any dispute.

27. 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.

28. Other, CAIRNS SUPREME CLEANING holds no responsibility for the loss, Damages, or any injury incurred as a result of the customer being at the site. CAIRNS SUPREME CLEANING 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, CAIRNS SUPREME CLEANING at our convenience. CAIRNS SUPREME CLEANING takes no responsibility for its contractors or subcontractors in any way or form. CAIRNS SUPREME CLEANING has the right to report non-payment of services to either the Police or a credit reporting agency as it sees fit. CAIRNS SUPREME CLEANING have the right at any point to review its customer Service agreement and make changes where it sees fit.