

CLEANING SERVICE AGREEMENT

By clicking 'I agree,' you (the "Client", you", "your") are entering into a legally binding agreement ("Agreement") with Cleaning Superboss Worldwide Pty Ltd ACN: 676626529 ("The Company", "we", "us", "our") to abide by the terms and conditions ("Terms") set forth in this Agreement, which govern the use of our Services.

Agreement Acceptance

By clicking 'I agree,' you acknowledge that you have had an opportunity to review the Terms provided below. Your acceptance of this Agreement is voluntary, and you agree to be bound by its Terms. If you do not agree with these Terms, you should not use our Services.

You understand and agree that clicking 'I agree' constitutes a legally binding Agreement between you and Cleaning Superboss Worldwide Pty Ltd. You further understand that failure to comply with the Terms of this Agreement may result in legal consequences and obligations.

I agree

[Checkbox for the Client to check]

By clicking 'I agree,' you acknowledge that you have read, understood, and agreed to the Terms set forth in this Agreement.

The Company provides professional cleaning services (the "Services"). The parties have agreed that Company will provide the Services to the Client. Therefore, in consideration for the commitments set forth below, the adequacy of which consideration the parties hereby acknowledge, the parties agree as follows:

1. Scope of Services

1.1 General Cleaning

The Company provides comprehensive general cleaning services, which include but are not limited to:

- Dusting
- Vacuuming
- Mopping
- Kitchen Cleaning
- Bathroom Cleaning
- Trash Removal
- General Tidying
- Spot Cleaning

1.2 Details and Prices

The specific details of the general cleaning services and the associated prices are listed on our website. Prices are determined based on the size and condition of the premises, as well as any specific client requirements.

1.3 Bond Cleaning

The Company offers thorough bond cleaning services designed to meet the standards required for end-of-lease or move-out inspections. This service includes but is not limited to:

- Detailed Dusting
- Carpet Cleaning
- Floor Cleaning
- Kitchen Deep Cleaning
- Bathroom Deep Cleaning
- Window Cleaning
- Wall Cleaning
- General Tidying
- External Areas

1.4 Details and Prices

The specific details of the bond cleaning service, and the associated prices are listed on our website. Prices vary based on the size and condition of the property, as well as any additional client requirements.

2. Booking a Service

2.1 Methods of Booking

You can book cleaning services through the following methods:

- a) Filling out the booking form available on the Company's website. Upon completion, clients will receive an immediate quote.
- b) Call us directly to book services. During the call, a quote will be provided, and an invoice will be sent to you.
- c) Send an email enquiry and we will respond with a quote and booking confirmation.

2.2 Booking Confirmation

- a) For bookings made through the online form, an invoice is generated automatically upon confirmation of the booking.
- b) For bookings made via phone or email, we will send you an invoice following the confirmation of the booking.

2.3 Cancellation Policy

If you cancel a booking with more than 24 hours' notice, 50% of the booking fee will be retained as a cancellation fee. If you cancel a booking with less than 24 hours' notice, 70% of the booking fee will be retained as a cancellation fee.

2.4 Rescheduling

You may request to reschedule your booking by contacting us. Rescheduling requests made more than 24 hours before the scheduled service will not incur any additional fees.

2.5 Late Rescheduling

Rescheduling requests made within 24 hours of the scheduled service will be treated as cancellations and may incur the same fees as outlined in the cancellation policy.

2.6 Booking Confirmation

Upon successful booking and payment, you will receive a confirmation email with details of the scheduled service, including date, time, and any specific instructions or requirements.

2.7 Client Obligations

You must provide accurate and complete information when booking services, including contact details, address, and any specific cleaning requirements. You must ensure that the property is accessible at the scheduled time of service. Failure to provide access may result in additional fees or rescheduling.

3. Payment Terms

Full payment must be made at the time of booking.

3.1 Payment Methods

We accept the following payment methods:

- Credit card
- Direct Deposit
- PayPal

3.2 Online Payments

For online bookings, you can pay immediately through the secure payment portal provided on our website. For phone and email bookings, payment details will be included in the invoice, and you are required to complete the payment promptly.

3.3 Currency

All payments are to be made in Australian Dollars (AUD) and are inclusive of Goods and Services Tax (GST). You are responsible for any currency conversion fees or additional charges imposed by your financial institutions.

3.4 Receipts and Confirmation

Upon successful payment, you will receive a payment confirmation email, which serves as a receipt for the transaction. The booking will be confirmed once the payment is processed. You will receive a confirmation email with details of the scheduled service.

3.5 Changes to Payment Terms

We reserve the right to update or modify the payment terms at any time. Clients will be notified of any significant changes that may affect their payments. Changes to the payment terms will become effective immediately upon notification to the Clients.

4. Term and Termination

4.1 Term

This Agreement is effective from the date the Client books the cleaning service and remains in effect until the completion of the booked service. Each booking is treated as a separate and individual agreement, effective for the duration of the specific cleaning service requested by the Client.

4.2 Termination by Client

The Client may cancel their booking at any time before the scheduled service. Cancellations made with more than 24 hours' notice will incur a 50% cancellation fee, retaining 50% of the booking fee. Cancellations made within 24 hours of the scheduled service will incur a 70% cancellation fee, retaining 30% of the booking fee. To cancel a booking, the client must notify the Company through the same method used to book the service.

4.3 Termination by Company

The Company reserves the right to terminate this Agreement immediately if the Client breaches any terms of this Agreement, including but not limited to non-payment of fees, providing false information, or engaging in conduct that is harmful to the Company or its contractors. The Company may also terminate this Agreement at its sole discretion, provided that the Client is given reasonable notice and a full refund of any pre-paid fees for services not yet rendered.

4.4 Refunds and Payments Upon Termination

In the event of termination by the Company without cause, the Client will receive a full refund for any services not performed. In the case of cancellation by the Client, the applicable cancellation fees will be retained as outlined in the cancellation policy.

Any outstanding payments for services already rendered by the Company up to the date of termination must be paid by the client immediately upon termination.

4.5 Effect of Termination

Upon termination, the Company will cease to provide any further services under the terminated booking.

5. Disclaimer

The Company provides cleaning services as described in the booking confirmation. The Company does not guarantee that all stains or dirt will be completely removed, as certain types of stains or conditions may be beyond the scope of the service. The Client acknowledges that the results of the cleaning service depend on the initial condition of the premises and that pre-existing damage, wear and tear, or other issues may affect the final outcome.

6. No Warranties

The Company makes no warranties or representations, either express or implied, regarding the cleaning services provided, including but not limited to any warranties of merchantability, fitness for a particular purpose, or results.

The Company does not warrant that the services will be uninterrupted or error-free. Delays or interruptions may occur due to unforeseen circumstances, including but not limited to weather conditions, access issues, or equipment failure.

7. Health and Safety

The Company uses commercially available cleaning products. The Client must inform the Company of any allergies, sensitivities, or specific requirements related to cleaning products before the service is performed. The Company is not liable for any adverse reactions or damages resulting from the use of standard cleaning products. The Client is responsible for ensuring a safe working environment for the Company's cleaners, including the removal of hazardous materials and ensuring that all utilities are functioning properly.

8. Subcontracting

a) The Client acknowledges and agrees that the Company may engage subcontractors to perform all or part of the cleaning services described in this Agreement. The Company shall ensure that all subcontractors are qualified, experienced, and comply with the Company's standards and policies.

b) The Company remains fully responsible for the performance of subcontractors and shall supervise their work to ensure compliance with the terms and conditions of this Agreement. The Company shall address any issues arising from the subcontractors' performance promptly and to the satisfaction of the Client.

c) The Company shall ensure that all subcontractors carry appropriate insurance, including public liability insurance, to cover any potential damages or losses arising from their work.

d) The Company shall disclose to the Client, upon request, the names and qualifications of any subcontractors engaged to perform services under this Agreement. The Client may request a change of subcontractor for valid reasons, subject to the Company's discretion and availability of alternative subcontractors.

e) The Client agrees not to engage any subcontractor of the Company directly for services covered by this Agreement during the term of this Agreement and for a period of twelve (12) months after its termination, without the prior written consent of the Company. The Client acknowledges that any direct engagement of subcontractors without the Company's consent constitutes a material breach of this Agreement. In the event of such breach, the Company reserves the right to take legal action to enforce its rights and seek remedies available under applicable law.

9. Client Responsibilities

- a) The Client shall ensure that the Company's cleaning team has access to the premises at the scheduled time of service. This includes providing keys, access codes, or any other necessary means of entry to the property.
- b) The Client shall provide the correct address and detailed instructions for accessing the property, including any gate codes, building access details, or parking instructions, to ensure the timely arrival of the cleaning team.
- c) If the Client will not be present at the property during the scheduled service, they agree to make arrangements for the Company's access, including providing a key or alternative entry method.

- d) The Client shall clear any obstacles or obstructions that may hinder the cleaning team's access to the property, including moving furniture, vehicles, or other items blocking entryways or cleaning areas.
- e) The Client shall secure or remove any valuable, fragile, or personal items from areas to be cleaned to prevent accidental damage or loss.
- f) Client agrees to communicate any changes to the scheduled service, including cancellations, rescheduling requests, or additional instructions, in a timely manner to the Company.
- g) The Client shall provide accurate and up-to-date contact information, including phone numbers and email addresses, to facilitate communication with the Company regarding the cleaning service.
- h) If the Company's cleaning team is unable to access the property due to the Client's actions or omissions, the Client may be subject to a cancellation fee as outlined in the agreement.

10. Client Reviews

- a) Upon completion of the cleaning service, the Company shall send an email to the Client containing a link to provide feedback and write a review about the cleaning services received.
- b) Participation in the review process is entirely voluntary.
- c) The purpose of soliciting feedback and reviews is to gather valuable insights into the Client's satisfaction with the cleaning services and to continuously improve the quality of service provided by the Company.
- d) Reviews submitted by Clients may be publicly displayed on the Company's website, social media channels, and other promotional materials for marketing purposes.
- e) The Company retains the right to moderate reviews submitted by Clients to ensure compliance with community guidelines and standards.
- f) Reviews containing inappropriate language, discriminatory remarks, personal attacks, or irrelevant content may be removed or edited at the Company's discretion.
- g) Reviews containing false or misleading information may be subject to removal or correction by the Company.
- h) By submitting a review, the Client acknowledges and agrees to grant the Company a non-exclusive, perpetual, royalty-free license to use, reproduce, modify, adapt, publish, translate, distribute, and display the review in whole or in part, and to incorporate the review into other works, in any form, media, or technology now known or later developed, for any purpose related to the Company's business.

11. Damage Reporting

- a) In the event of any damage occurring during the cleaning service, the Client agrees to promptly notify the Company within [X days] of the completion of the service.
- b) The Client shall provide detailed documentation of the damage, including photographs and a written description, to assist the Company in assessing the situation.
- c) The Client agrees to cooperate with the Company's investigation of the damage, including allowing access to the property if necessary.

11.1 Resolution Process

Upon receiving notification of damage, the Company shall conduct a thorough assessment of the situation to determine the cause and extent of the damage. Depending on the nature and severity of the damage, the Company may offer repair, replacement, or compensation to address the Client's concerns. The Company shall provide a response to the Client's damage claim within [X days] of receiving notification, outlining the proposed resolution and any necessary next steps.

12. Complaints

If you are dissatisfied with the cleaning service, you agree to notify us within [X] to outline the nature of the complaint. We may offer to re-perform the cleaning service, provide a partial refund, or implement other measures to resolve your complaint.

13. Indemnification

The Client agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and subcontractors from and against any and all claims, liabilities, damages, losses, costs, or expenses (including reasonable legal fees) arising out of or related to:

- a) Any breach of this agreement by the Client.
- b) Any negligent, reckless, or intentional acts or omissions of the Client or any individuals under the Client's control.
- c) Any damage, loss, or injury to property or persons caused by the Client's failure to provide accurate information, maintain a safe environment, or comply with applicable laws or regulations.
- d) Any claims or disputes arising between the Client and third parties, including but not limited to other occupants of the property, neighbours, or service providers.

14. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. THE TOTAL LIABILITY OF THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONTRACTORS, ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT TO THE COMPANY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

15. Survival

Termination of this Agreement shall not relieve the Parties of any obligations that, by their nature, extend beyond the termination, including but not limited to Indemnification (Section 13), Limitation of Liability (Section 14) and Dispute Resolution (Section 17).

16. Notices

Any notice, demand, request, consent, or other communication required or permitted to be given under this Agreement shall be in writing and may be delivered by electronic mail ("email"), or through the messaging system provided by the Company's website or application. Notices to the Company shall be sent to the following email address: [Email]. Notices to the Client shall be sent to the email address provided during the registration or booking process. Notices sent by email or through the messaging system shall be deemed effective upon transmission, provided that the sender does not receive an automated notification of delivery failure or non-receipt.

17. Dispute Resolution

17.1 Negotiation

In the event of any dispute or disagreement arising out of or in connection with this Agreement, the Parties agree to first attempt to resolve the matter amicably through good-faith negotiations. Either Party may initiate the negotiation process by providing written notice to the other Party outlining the nature of the dispute.

17.2 Mediation

If the dispute cannot be resolved through negotiation within thirty (30) days, the Parties agree to submit the dispute to mediation. The mediation shall be conducted in accordance with the rules of a recognised mediation body or the Australian Mediation Association. The Parties shall jointly appoint a mediator, or if they fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the Resolution Institute. The mediation shall take place at a mutually agreed location within New South Wales. The Parties shall participate in the mediation process in good faith and share the costs of the mediation equally.

17.3 Arbitration

If mediation does not result in a resolution within thirty (30) days from the commencement of the mediation, or if either Party fails to participate in the mediation, the dispute shall be referred to and finally resolved by arbitration. The arbitration shall be conducted in accordance with the rules of the Resolution Institute, and the seat of arbitration shall be Sydney. The arbitration shall be conducted by a single arbitrator appointed in accordance with the said rules. The decision of the arbitrator shall be final and binding on the Parties and may be enforced in any court of competent jurisdiction.

18. Force Majeure

No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by epidemics, acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labour disputes, riots or other acts of civil disorder, embargoes, government orders responding to any of the foregoing, or other causes beyond the performing party's reasonable control.

19. Severability

If any provision of this Agreement is held to be void, invalid, illegal, or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from the Agreement without affecting the validity or enforceability of the remainder of that provision or other provisions in this Agreement.

20. No Waiver

The failure of either Party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or the right to enforce it at a later time. No waiver of any breach of this Agreement shall be considered a waiver of any subsequent breach or a waiver of any other provision herein.

21. Interpretation

The headings used in this Agreement are included for convenience only and will not limit or otherwise affect the Agreement. Words in the singular include the plural and vice versa, and words denoting any gender include all genders, whether masculine, feminine, or neuter.

22. Entire Agreement

This Agreement constitutes the entire Agreement and understanding between the Parties and supersedes any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between the Parties.

23. Governing Law

This Agreement is governed by the laws of New South Wales (NSW) Australia. The Parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in NSW and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.