

## **CUSTOMER SERVICE AGREEMENT**

This Customer Service Agreement (the "Agreement") outlines the terms and conditions between you, the user (the "Customer"), and Pharo Cleaning Services Pty Ltd (the "Company"), ABN 39 654 307 427, for the provision of services by our contracted service provider(s) (collectively referred to as the "Service Provider").

Please review this Agreement carefully. By using our services, you agree to these terms and conditions.

### **1. Cleaning services**

Subject to the terms of this Agreement, Pharo Cleaning Services Pty Ltd and its network of service providers agrees to provide either commercial, domestic and/or construction services (the "Service") to the Customer at an address specified by the Customer (the "Premises").

a. The Service will be for such duties as agreed with the Customer upon booking. Additional requirements will be discussed at the time of site inspection.

b. At our discretion we may provide one or more service providers to attend the Premises to provide the Service at a time and date mutually agreed between Pharo Cleaning Services Pty Ltd and its subsidiaries and the Customer (the "Service Time").

c. The service provider endeavors to provide the Service faithfully, diligently and in a timely and professional manner.

### **2. Additions and amendments**

a. Any changes made to the Service provided or to be provided must be agreed by us prior to the Service Time in writing. Otherwise penalty rates and fees pay occur.

b. If the Customer requires any additional services or variations at the time the Service is being performed, the Customer must first make contact by email. We may agree to provide the additional services in its absolute discretion for additional charges. The Cleaner is not authorized to agree to any changes to the Service being provided. The Customer must not request such changes directly from the Cleaner.

c. If we attend site and the site is not ready for delivery of cleaning services we will advise the client in writing. At our discretion these delays could result in additional variations/cancellation/re-attendance fees being charged.

Please contact us immediately if you have any questions regarding this document.

### **3. Customer representations and warranties**

The Customer represents and warrants that:

- a. They will provide a safe working environment at the Site 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. The client 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. All cleaning equipment and materials if provided by the Customer is at their sole discretion. These products and equipment must not be tampered with and considered in full working order and accompanied with the appropriate MSDS forms and applicable licenses if warranted.
- e. The customer will advise 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 customer is authorized to use the Premises and obtain the provision of Service;
- g. If the Customer requires the Cleaner to clean lift any item that we deem heavy then we reserve the right not to as we encourages the cleaners to follow the applicable health and safety measures. The customer will be required to move those items prior to the commencement of the Service. Any item moved by the customer either before during or after a service will be done at the customer's sole risk. Pharo Cleaning Services Pty Ltd encourages the customer to follow the applicable health and safety measures to do so in a safe manner.
- h. The customer will secure or remove any fragile, delicate, breakable or valuable items, including but not limited to cash, jewelry, works of art, antiques, or items of sentimental value prior to the commencement of the Service.

### **4. Health and safety risks**

In addition to the obligations and warranties set out in clause 3 above, the Customer acknowledges and agrees to the following:

- 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.

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b. The Cleaner may, either before or during the provision of the Service not use or cease using any materials or cleaning equipment if the Cleaner thinks, in their absolute discretion, that the use of such materials or cleaning equipment poses 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.

## **5. No engagement of cleaners**

a. The Customer acknowledges that we invest significant resources in recruiting, selecting and training its Cleaners. Unless prior written permission, the Customer must not, directly or indirectly, engage, employ or contract with any Cleaner to provide domestic or commercial services to the Customer or any associate of the customer for any period during which services are provided by us for a period within 12 months after the conclusion of any Service.

b. The Customer acknowledges that we may suffer loss and damage, including, without limitation consequential loss, because of a breach of this clause by the Customer.

c. The Customer acknowledges that a penalty fee up to the value of \$1000/up to the value of 10% of the annual contract – whichever sum is deemed higher may be charged in the event of clause 5a or 5b occurring.

## **6. Non-Labor Hire Acknowledgment**

The Customer acknowledges and agrees that:

a. The Service Providers are not labour-hire personnel.

b. The Company retains all responsibility for the employment, payment, supervision, and management of the Service Providers.

c. The Customer will not direct, control, or supervise the Service Providers. Any instructions or directions regarding the cleaning tasks shall be communicated to The Company, who will then convey them to the Service Providers as necessary.

d. The Customer will not engage in any employment relationship with the Service Providers, either explicitly or implicitly.

e. The Service Providers are not to be treated as employees or contractors of The Customer under any circumstances.

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## 7. Job quotations

- a. Any quote or estimate is only an estimate based on the property being left in a state of reasonable cleanliness and may change once the cleaners sight the property. It may also change if the property is deemed to be larger than an average property based on and not limited to the number of bedrooms, lounge rooms, bathrooms, or additional rooms.
- b. Any price quoted by Pharo Cleaning Services Pty Ltd is an estimate only based on our experience to date, without inspection and based on information provided by the customer over the phone or email. Subject to this clause, quotes are valid for a period of 30 days from the date of the quote. After inspection of the premises we reserve the right to amend the quote.
- c. If at the commencement or during the course of providing a service or services, it is apparent that the actual cost of the Service will exceed the minimum timeframe provided by Pharo Cleaning Services Pty Ltd, Pharo Cleaning Services Pty Ltd will provide the Customer with an option to pay an increased amount to complete the Service, or pay the quoted amount without the Service being fully completed or alternatively cancel the service and will be refunded minus the cancellation fee of 50% of the initial quotation.
- d. External window cleaning only includes the external windows accessible to the cleaners without having to use a ladder and deemed safe through OH&S guidelines, please note we do offer a high reach window cleaning service and will be quoted and specified separately.
- e. The actual price payable by the Customer is calculated on the total number of hours worked by the Cleaner, rounded up to the nearest 15-minute interval.
- f. In some instances different service providers other than the ones used for cleaning usually provide carpet cleaning, pest control and other additional services. You give permission for the property to be left unlocked or a key left for entry of these service providers.
- g. Customer agrees to pay for any parking costs incurred from attending the cleaning site.
- h. Exclusions from the agreed scope of works checklist that may incur additional costs includes, but is not limited to:

Blinds fly screens and security screens are to be dusted only. External areas (balconies, gardens, garages), Marks on walls, soft or hard scrubbing of walls, stained grout, mold removal, ceiling, light fittings, kitchen appliances, high pressure cleaning, furnished properties, rubbish removal, strip and seal. Note we do not guarantee removal of mold, marks on walls or stains on carpets.

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## **8. Bookings**

- a. The Customer may make a booking either by email or by phone.
- 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. The phone estimate has been provided in good faith and is subject to change onsite inspection based on any variations.
- d. Unless terms previously agreed the Customer agrees to provide us with their valid credit card details at the time of booking and authorizes us to debit any card with an amount equal to the service fees that may apply under this Agreement. Note bank surcharges may apply on card payments.
- e. The Customer agrees that if they are not able to attend the site and leave someone else to sign paperwork that they are an authorized representative and that final balance can be charged to the Customer's card that made the booking.
- f. Should the Customer use another individual's card at time of booking they acknowledge by doing so that they are an authorized representative and have permission to use the card.
- g. Pharo Cleaning Services Pty Ltd reserves the right to refuse a booking without reason.

## **9. Payment terms**

- a. The Customer agrees to pay the price quoted and any other charges applicable to Pharo Cleaning Services Pty Ltd in full prior to the clean or at the time of service, unless otherwise agreed in writing with Pharo Cleaning Services Pty Ltd.
- b. If a payment has not been made by the Service Time, Pharo Cleaning Services Pty Ltd will use reasonable endeavors to contact the Customer for payment. In the event that Pharo Cleaning Services Pty Ltd 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 clause 16.
- c. Payments may be made via credit card or bank transfer. Note that bank transfers are only applicable if processed 3 working days prior to booking and credit cards can incur a booking fee. d. Cancellations of bookings must be done 3 working days in advance of date of clean to avoid cancellation charges.

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## 10. GST

- a. Unless specified otherwise, all prices and quotations are expressed to be GST exclusive 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 we receive an amount which, after subtracting the GST liability, results in us retaining the Original Amount.

## 11. Late payment fee

- a. Where we have 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 14 days of the work completion date – unless agreed otherwise
- b. The Customer agrees that if we have not received payment in full for the Service within one calendar month of the original invoice date then a late payment fee of \$150 applies for the first month. Interest will be charged on the fixed rate of 10% per annum on each day that any amount remains outstanding thereafter.
- c. In addition to the amounts set out above, the Customer agrees to indemnify us for all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by us 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. We reserves the right to report any non-payment to either a collection agency and/or is not limited to also reporting 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. Rise & Fall

Pharo Cleaning Services Pty Ltd shall be entitled to increase charges on one (1) month notice as a result of any changes in award rates of pay, workers compensation premium rates, public liability insurances, Superannuation rates, payroll taxes etc. such charges shall not exceed 10% per annum. Public Holiday Service An additional cost (minimum \$50.00) plus normal service cost will apply for services required to be performed on a Public holiday.

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### **13. Non-appearance**

If a Cleaner fails to attend the Premises (but sends an sms or email notification) within 12 hour of the Service Time and does not provide the requested Service, Pharo Cleaning Services Pty Ltd will provide the Customer with either:

- a. A reschedule of the Service to another time mutually agreed
- b A refund for the hours not worked

### **14. Complaints**

If the Customer is dissatisfied for any reason with the Service or services provided the customer must make all reasonable efforts to inform us via email within 48 hours of completion of the Service. We strive to achieve customer satisfaction and will endeavor where reasonably possible to resolve the problem quickly and efficiently. We reserve the right to re-attend any job site in which is deemed to be not up to standard within 48 hours after a complaint excluding weekends or public holidays. The customer holds the sole responsibility of making contact with us and gaining entry to re-access a property. This is subject to clause 13, Pharo Cleaning Services Pty Ltd may, at its discretion, offer the Customer either of the following:

- a. Re-supply of the Service once without charge;
- b. If a re-clean is required you must notify Pharo Cleaning Services Pty Ltd within 3 working days from cleaning date, otherwise re-clean will be null and void.

### **15. Exclusions and limitations**

- a. The only conditions and warranties which are binding on us in respect of the state, quality or condition of goods and services supplied by Us 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, is completely discharged by the resupply of the Service. We are not responsible for:
  - i. Not completing or providing the Service as a result of a breach of a warranty by the Customer in clause 3 (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
  - ii. Any damages caused by defective cleaning materials or cleaning equipment provided by the Customer;

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- iii. Not completing or providing the Service as a result of the Cleaner not proceeding for health and safety reasons under clause 4;
  - iv. 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 us; such as and not limited to extreme weather, vehicle accidents, emergencies or illness;
  - v. 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;
  - vi. Existing dirt, wear, damage or stains that cannot be completely cleaned or removed with reasonable endeavors by us.
  - vii. Any wear or discoloring of fabric or surfaces becoming more visible once dirt has been removed;
  - viii. Any loss incurred as a result of any breakage or damage to goods, items of value (including but not limited to antiques, items of sentimental value) or the Premises; or
  - ix. The cost of any key replacement or locksmith fees, unless the service provider lost keys.
- c. 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 us are excluded.
- d. 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 nature of cleaning required and or not limited to permanent stains or wear and tear), and that we give no guarantee as to the actual results of the Service.
- e. Except to the extent provided in this clause, we have no liability (including liability in negligence) to any person for any loss or damage, consequential or otherwise, suffered or incurred by that person in relation to the products or services provided by us (including any loss caused by, or resulting directly or indirectly from, any failure, defect or deficiency or any kind of or in the products used or services provided

## **16. Indemnity**

The Customer indemnifies us against:

- a. All losses or liabilities arising directly or indirectly as a result of the provision of the Service including

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all losses or liabilities caused as a result of a breach of the warranties of the Customer set out in clause 3; and

b. All legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by us 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).

### **17. Accidents, breakage, damage & theft**

a. The Customer must inform us 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.

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 us 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 us under these terms and conditions: cash, jewelry, art, antiques, and items of sentimental value in which are not limited to only the above named items.

### **18. Cancellation fees**

a. The Customer must provide us with at least 3 working business days' notice prior to the Service Time, if they wish to suspend, postpone or cancel the Service for any reason.

b. In the event that such notice has been given, we will endeavor to reschedule the Service if required.

### **19. Booking Times, rescheduling and key collection**

If a Service provider attends the Premises and refuses to provide the requested Service, Pharo Cleaning Services Pty Ltd will provide the Customer with:

a. A reschedule of the Service at another time mutually agreed between the Customer and Pharo Cleaning Services Pty Ltd within 72 hours of the original clean date and time.

b. If a reschedule time is not accepted by the Customer they will have their payment refunded minus our cancellation fee of \$100

c. Pharo Cleaning Services Pty Ltd notes that the booking time quoted for service is an approximate time and can change providing the job is completed before the due date

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d. Please note it is the customers responsibility to notify us at the time of booking if the premises is to be inspected that day or the keys returned to the agent that day at the time of booking so that we can endeavor to complete the clean within the set timeframe.

e. Fee for non-access to premises

i. In the event that the Customer does not provide unencumbered access the Premises for Pharo Cleaning Services Pty Ltd or its Cleaners to provide the Service, the Customer agrees to pay a cancellation fee of \$100 for administrative and travel costs.

ii. If key collection and drop off is required Pharo Cleaning Services Pty Ltd reserve the right to charge an appropriate fee based on time and travel.

## **20. Free re-clean guarantee**

a. Pharo Cleaning Services Pty Ltd offer of a free re-clean guarantee is only valid for 72 from the performed service time unless agreed by Pharo Cleaning Services Pty Ltd prior to the service in writing. This timeframe is strictly adhered to. If Pharo Cleaning Services Pty Ltd are contacted after that time the guarantee no longer applies.

b. Customer must provide by email to Pharo Cleaning Services Pty Ltd a list/exit report from the agent within the 72 hours for free re-clean guarantee to apply.

c. A list from the tenant and then from the agent will not be accepted. Only the list from the agent is accepted.

d. From the time Pharo Cleaning Services Pty Ltd obtains the agents list Pharo Cleaning Services Pty Ltd will endeavor to book the re-clean to be done within 72 hours (not including weekends). e. The customer notes that the re-clean guarantee is for cleaning only not carpet cleaning or pest control.

## **21. Termination**

a. This Agreement may be terminated by the Customer by providing at least 30 working business days' notice prior to the Service Time.

b. We may terminate this Agreement by providing the Customer with at least 30 days' notice prior to the Service Time.

c. We may terminate this Agreement with immediate effect if the Customer is in breach of this Agreement, and in the opinion of us that breach is incapable of remedy.

Please contact us immediately if you have any questions regarding this document.

## **22. Privacy policy**

- a. The Customer acknowledges that any information provided by the Customer may be used by us for the purpose of providing the Service. We agree 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 us 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. We will take all reasonable precautions to protect personal information provided by the Customer from loss, misuse, un-authorized access or disclosure, alteration or destruction.

## **23. Changes to this agreement**

- a. We reserve 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.

## **24. Law & jurisdiction**

We and The Customer acknowledge and accept that this Agreement shall be construed and interpreted in accordance with the laws of each state and both agree to submit to the exclusive jurisdiction of the courts in each state in the event of any dispute.

## **25. Severability**

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.

## **26. Copyright**

The content of this Agreement is protected by international copyright laws and may be used for personal reference only. Subject to applicable law, permission to copy, alter, reproduce, publish, transmit and/or otherwise distribute this content is forbidden without first obtaining the prior written permission of our company.

Please contact us immediately if you have any questions regarding this document.