

# Terms and Conditions

These terms and conditions constitute the full and complete service agreement (the “**Agreement**”) between you (the “**Customer**”) and Forest Cleaning Services Pty Ltd (trading as “**Forest Cleaning Services**”) for the provision of services by Forest Cleaning Services. Please take some time to review this Agreement. Use of our services constitutes your acceptance of these terms and conditions.

## 1. **Commercial and Residential Cleaning Services**

- 1.1 Subject to the terms of this Agreement, Forest Cleaning Services agrees to provide commercial and residential cleaning services (the “**Service**”) to the customer at an address specified by the Customer (the “**Premises**”).
- 1.2 The Service will be for such cleaning duties as agreed with the Customer at the time of booking.
- 1.3 Forest Cleaning Services will provide one or more cleaners (the “**Cleaner**”) to attend the Premises to provide the Service at a time and date mutually agreed between Forest Cleaning Services and the Customer (the “**Service Time**”).
- 1.4 Forest Cleaning Services endeavours to provide the Service faithfully, diligently and in a timely and professional manner.

## 2. **Additions and Amendments**

- 2.1 Any changes to the Service to be provided must be agreed by Forest Cleaning Services prior to the Service Time.
- 2.2 If the Customer requires any additional services or variations at the time the Service is being performed, the Customer must first contact Forest Cleaning Services by telephone, who may agree to provide the additional services in its absolute discretion. The Cleaner is not authorised to agree to any changes to the Service being provided. The

Customer must not request such changes directly from the Cleaner.

## 3. **Customer Representations and Warranties**

The Customer represents and warrants that:

- 3.1 It will provide a safe working environment at the Premises for the Cleaner to perform the Service;
- 3.2 The Cleaner will have unencumbered and unobstructed access to those areas of the Premises requiring the Service;
- 3.3 It 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;
- 3.4 All cleaning equipment and materials provided by the Customer are safe, have not been tampered with and are in full working order;
- 3.5 It will advise Forest Cleaning Services prior to the commencement of the Service of any hazards, slippery surfaces, risks or dangers, at the Premises;
- 3.6 It is authorised to use the Premises and obtain the provision of Service;

- 3.7 If the Customer requires the Cleaner to clean behind or under any heavy items (e.g. a fridge, bookshelf, or other furniture), it will move those items prior to the commencement of the Service; and
- 3.8 It 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.

#### 4. **Health and Safety Risks**

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

- 4.1 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;
- 4.2 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 poses a risk to health and safety.
- 4.3 The Cleaner may, either before or during the provision of the Service 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**

- 5.1 The Customer acknowledges Forest Cleaning Services invests significant resources in recruiting, selecting and training its Cleaners. Unless Forest Cleaning Services gives prior written permission, the Customer must not, directly or indirectly, engage, employ or contract with any Cleaner to provide any cleaning services to the Customer or any associate of the customer for any period during which services are provided by Forest Cleaning Services or for a period within 12 months after the conclusion of any Service.
- 5.2 The Customer acknowledges that Forest Cleaning Services may suffer loss and damage, including, without limitation consequential loss, as a result of a breach of this clause by the Customer.

#### 6. **Job Estimates**

- 6.1 The actual price payable by the Customer is calculated on the total number of hours worked by the Cleaner and/or by the quoted contracted time allocated at time of Contract signing.
- 6.2 Any price quoted by Forest Cleaning Services is an estimate only based on Forest Cleaning Services experience, and based on information provided by the Customer. Subject to this clause, quotes are valid for a period of 30 days from the date of the quote.
- 6.3 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 Forest Cleaning Services, Forest Cleaning Services 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.
- 6.4 The Customer must inform Forest Cleaning Services whether any cleaning services required is only short term at the time of quotation.

## 7. Bookings

- 7.1 The Customer may make a booking either in person either by, telephone, fax, and email or on the Forest Cleaning Services website.
- 7.2 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;
- 7.3 Forest Cleaning Services provides all quotations at the time of booking.
- 7.4 The Customer agrees to provide Forest Cleaning Services with their valid credit card details at the time of booking, and authorises Forest Cleaning Services to debit any card with an amount equal to any service and/or cancellation fees that may apply under this Agreement.
- 7.5 Forest Cleaning Services reserves the right not to accept a booking for any reason.

## 8. Payment Terms

- 8.1 The Customer agrees to pay the price quoted by Forest Cleaning Services in full prior to or at the Service Time, unless otherwise agreed in advance with Forest Cleaning Services in which a 30 day account would be setup.
- 8.2 If no payment has been made by the Service Time, Forest Cleaning Services will use reasonable endeavours to contact the Customer for payment. In the event that Forest Cleaning Services 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.
- 8.3 Payments may be made via credit card, bank transfer, cheque or in cash. Payments by bank transfer should be made to:  
  
Account Name: Forest Cleaning Services Pty Ltd  
Account BSB: 112-879  
Account No: 413053670  
Transaction Ref: [Your Invoice Number]
- 8.4 Cheque payments should be made payable to **Forest Cleaning Services**.

## 9. GST

- 9.1 Unless specified otherwise, all prices and quotations are expressed to be inclusive of GST.
- 9.2 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 Forest Cleaning Services receives an amount which, after subtracting the GST liability of Forest Cleaning Services, results in Forest Cleaning Services retaining the Original Amount

## 10. Late Payment Fee

- 10.1 Where Forest Cleaning Services has 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 30 days of the invoice date.
- 10.2 The Customer agrees that if Forest Cleaning Services has not received payment in full for the Service within one calendar month of the original invoice date then a late payment fee of \$15 applies per month.

10.3 In addition to the amounts set out above, the Customer agrees to indemnify Forest Cleaning Services for all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by Forest Cleaning Services 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.

#### 11. **Non-appearance**

If a Cleaner fails to attend the Premises within 1 hour of the Service Time and does not provide the requested Service, Forest Cleaning Services will provide the Customer, at their discretion, with either:

11.1 A full refund of payments made by the Customer; or

11.2 Reschedule the Service at another time mutually agreed between the Customer and Forest Cleaning Services.

#### 12. **Complaints**

If the Customer is dissatisfied for any reason with the Service provided, it must inform Forest Cleaning Services within 24 hours of completion of the Service. Forest Cleaning Services strives to achieve 100% customer satisfaction and will endeavour to resolve the problem quickly and efficiently. Subject to clause 13, Forest Cleaning Services may, at its discretion, offer the Customer either of the following:

12.1 A partial or full refund;

12.2 Re-supply of the Service without charge; or

12.3 Such other remedy as deemed appropriate by Forest Cleaning Services.

#### 13. **Exclusions and Limitations**

13.1 The only conditions and warranties which are binding on Forest Cleaning Services in respect of the state, quality or condition of goods and services supplied by Forest Cleaning Services to Customers are those imposed and required to be binding by statute (including the Competition and Consumer Act 2010)

13.2 To the extent permitted by statute, the liability, if any, of Forest Cleaning Services is, at Forest Cleaning Services option, limited to and completely discharged by the resupply of the Service. Forest Cleaning Services is not responsible for:

13.2.1 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

13.2.2 Any damages caused by defective cleaning materials or cleaning equipment provided by the Customer;

13.2.3 Not completing or providing the Service as a result of the Cleaner not proceeding for health and safety reasons under clause 4;

13.2.4 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 Forest Cleaning Services;

13.2.5 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;

- 13.2.6 Existing dirt, wear, damage or stains that cannot be completely cleaned or removed;
- 13.2.7 Any wear or discolouring of fabric or surfaces becoming more visible once dirt has been removed;
- 13.2.8 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
- 13.2.9 The cost of any key replacement or locksmith fees, unless keys were lost by Forest Cleaning Services or the Cleaner.
- 13.3 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 that Forest Cleaning Services gives no guarantee as to the actual results of the Service.
- 13.4 Except to the extent provided in this clause, Forest Cleaning Services has 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 Forest Cleaning Services (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 by Forest Cleaning Services).

#### 14. **Indemnity**

The Customer indemnifies Forest Cleaning Services against:

- 14.1 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 3, or where the liability of Forest Cleaning Services is excluded or limited by virtue of the provisions of clause 13 (whether the losses or liabilities are caused by the negligence, breach of contract, breach of statutory duty or other act, omission, breach or failure of Forest Cleaning Services) irrespective of whether the provisions of clause 13 are declared void or severed from these terms; and
- 14.2 All legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by Forest Cleaning Services in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal) as a consequence of Forest Cleaning Services providing the services to the Customer and including any action taken for the recovery of the recovery of the debt from the Customer.

#### 15. **Accidents, Breakage, Damage & Theft**

- 15.1 The Customer must inform Forest Cleaning Services 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.
- 15.2 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 Forest Cleaning Services within 24 hours of completion of the Service.
- 15.3 To the extent permitted by law, damage or loss to the following items is specifically excluded from the liability of Forest Cleaning Services under these terms and conditions: cash, jewellery, art, antiques, and items of sentimental value.

#### 16. **Cancellation Fees**

- 16.1 The Customer must provide Forest Cleaning Services with at least 24 hours' notice prior to the Service Time, if they wish to suspend, postpone or cancel the Service for any reason.

16.2 In the event that such notice has been given, Forest Cleaning Services will endeavour to reschedule the Service if required.

16.3 In the event that the Customer does not provide 24 hours' notice prior to the commencement of the Service, the Customer agrees to pay a cancellation fee equivalent to 2 hours cleaning (inclusive of GST) for administrative costs and loss.

**17. Fee for Non-access to Premises**

In the event that the Customer does not provide unencumbered access to the Premises for Forest Cleaning Services or its Cleaners to provide the Service, the Customer agrees to pay a cancellation fee equivalent to 2 hours cleaning (inclusive of GST) for administrative and travel costs.

**18. Termination**

18.1 This Agreement may be terminated by the Customer by providing at least 1 weeks' notice prior to the Service Time.

18.2 Subject to clause 18.3, Forest Cleaning Services may terminate this Agreement by providing the Customer with at least 1 weeks' notice prior to the Service Time.

18.3 Forest Cleaning Services may terminate this Agreement with immediate effect if the Customer is in breach of this Agreement, and in the opinion of Forest Cleaning Services, that breach is incapable of remedy.

**19. Privacy Policy**

19.1 The Customer acknowledges that any information provided by the Customer may be used by Forest Cleaning Services for the purpose of providing the Service. Forest Cleaning Services 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).

19.2 The Customer agrees to Forest Cleaning Services 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.

19.3 Forest Cleaning Services will take all reasonable precautions to protect personal information provided by the Customer from loss, misuse, unauthorised access or disclosure, alteration or destruction.

**20. Changes to this Agreement**

20.1 Forest Cleaning Services reserves the right to update or modify these terms and conditions at any time with at least one week prior notice, via letter or email 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.

20.2 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.

**21. Law & Jurisdiction**

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

22. **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.

23. **Trademarks**

The name 'Forest Cleaning Services' is a registered business name and whether or not Forest Cleaning Services has registered a trademark for use with this business name, the Customer is prohibited from using, exploiting or misusing the name or any trademark associated therewith without first obtaining the prior written permission of Forest Cleaning Services Pty Ltd.