

Terms and Conditions

These terms and conditions constitute the full and complete service agreement (the "Agreement") between you (the "Customer") and Aim Home Services Pty Ltd (the "Company") which includes its sub-contractors and its agents; of PO Box 928, MOUNT GRAVATT QLD 4122, Australia for the provision of services by Aim Home Services Pty Ltd. Please take some time to review this Agreement. Use of our services constitutes your acceptance of these terms and conditions.

1. Cleaning Services

- a. Subject to the terms of this Agreement, Aim Home Services 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 with the Customer at the time of booking.
- c. Aim Home 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 Aim Home Services and the Customer (the "Service Time").
- d. Aim Home Services endeavours to provide the Service faithfully, diligently and in a timely and professional manner.

2. Additions and amendments

- a. Any changes to the Service to be provided must be agreed by Aim Home Services prior to the Service Time.
- b. If the Customer requires any additional services or variations at the time the Service is being performed, the Customer must first contact Aim Home 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
- c. 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:

- a. It 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. 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;
- d. It will advise Aim Home Services prior to the commencement of the Service of any hazards, slippery surfaces, risks or dangers, ingrained dirt, grease or grime at the Premises;
- e. It is authorised to use the Premises and obtain the provision of Service;
- f. If the Customer requires the Cleaner to clean behind or under any heavy items (eg. a fridge, bookshelf, or other furniture), it will move those items prior to the commencement of the Service; and
- g. 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:

- 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;

- b. 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. Job quotations

- a. The actual price payable by the Customer is calculated on the total number of hours worked by the Cleaner.
- b. Any price quoted by Aim Home Services is an estimate only based on Aim Home Services experience, without inspection, and based on information provided by the Customer.
- 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 Aim Home Services, Aim Home 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.
- d. The Customer must inform Aim Home Services whether any cleaning services required are for an 'end of tenancy' at the time of quotation.

6. Bookings

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

7. Payment terms

- a. The Customer agrees to pay the price quoted by Aim Home Services in full prior to or at the Service Time, unless otherwise agreed in advance with Aim Home Services.
- b. If no payment has been made by the Service Time, Aim Home Services will use reasonable endeavours to contact the Customer for payment. In the event that Aim Home 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 as set out in clause 16.
- c. Cheque payments must be arranged and authorised prior to service should be made payable to Aim Home Services.
- d. Payments may be made via credit card, bank transfer, cheque or in cash. Payments made by bank transfer must be cleared and in our account by the start of the clean, payment notification should be sent to accounts@aimhomeservices.com.au and payments should be made to:

Account Name: Treday Enterprises

Account BSB: 082 - 522

Account No: 744 409 044

Transaction Ref: Invoice Reference Number or Surname/Street/Suburb

8. GST

- a. Unless specified otherwise, all prices and quotations are expressed to be GST inclusive amounts.

- b. If GST is payable in respect of any thing 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 Aim Home Services receives an amount which, after subtracting the GST liability of Aim Home Services, results in Aim Home Services retaining the Original Amount.

9. Late payment fee

- a. Where Aim Home Services has agreed to invoice the Customer for payment of fees after the Service has been completed, the Customer agrees to pay in full.
- b. The Customer agrees that if Aim Home Services has not received payment in full for the Service within one calendar month of the original invoice date then a late payment fee. Interest will be charged.
- c. In addition to the amounts set out above, the Customer agrees to indemnify Aim Home Services for all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by Aim Home 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.

10. Non-appearance

If a Cleaner fails to attend the Premises within 1 hour prior of the Service Time and does not provide the requested Service, Aim Home Services 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 Aim Home Services .

11. Complaints

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

- 1. a partial or full refund;
- 2. re-supply of the Service without charge, in order to rectify issues;
- 3. such other remedy as deemed appropriate by Aim Home Services .

12. Exclusions and limitations

- a. The only conditions and warranties which are binding on Aim Home Services in respect of the state, quality or condition of goods and services supplied by Aim Home Services 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 Aim Home Services is, at Aim Home Services option, limited to and completely discharged by the re supply of the Service. Aim Home Services is not responsible for:
- c. 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
- d. not completing or providing the Service as a result of the Cleaner not proceeding for health and safety reasons under clause 4;
 - i. 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 Aim Home Services;

- ii. 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;
 - iii. existing dirt, wear, damage or stains that can not be completely cleaned or removed;
 - iv. any wear or discolouring of fabric or surfaces becoming more visible once dirt has been removed;
 - v. 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
 - vi. the cost of any key replacement or locksmith fees, unless keys were lost by Aim Home Services or the Cleaner.
- e. 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 Aim Home Services are excluded.
 - f. 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 Aim Home Services gives no guarantee as to the actual results of the Service.
 - g. Except to the extent provided in this clause, Aim Home 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 Aim Home 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 Aim Home Services).

13. Guarantee & Warranty Periods

- a. **CARPET & UPHOLSTERY CLEANING:**
No Complaint received in respect to any work or service contracted for will be considered unless lodged in writing with the Company within forty-eight (48) hours of the performance of, or non-performance of the work or service complained of with out presentation of clients invoice. Please send any complaints to: admin@aimhomeservices.com.au
- 2. **GENERAL CLEANING:**
No Complaint received in respect to any work or service contracted for will be considered unless lodged in writing with the Company within seven (7) days of the performance of or non-performance of the work or service complained of with out presentation of clients invoice.
- c. **PEST CONTROL:**
Pest Management Technicians will provide information, advise and make notes of directions that must be adhered to in order to maintain warranty periods detailed below:
 - 1. Fleas: 3 months
 - 2. Webbing Spiders: 6 months
 - 3. Ants: 6 or 12 months depending on treatment provided and / or warranty purchased.
 - 4. Cockroaches & Silverfish: 12 months
 - 5. All other pests and treatments will be itemised on customers invoices.

14. Indemnity

The Customer indemnifies Aim Home Services 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 3; and
- b. all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by Aim Home Services 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).

15. Accidents, breakage, damage & theft

- a. The Customer must inform Aim Home 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.
- 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 Aim Home Services 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 Aim Home Services under these terms and conditions: cash, jewellery, art, antiques, and items of sentimental value.

16. Cancellation fees

- a. The Customer must provide Aim Home 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. This notice must be made by a telephone call to a phone number supplied by Aim Home Services
- b. In the event that such notice has been given, Aim Home Services will endeavour to reschedule the Service if required.
- c. 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 of business.
- d. In the event that less than two hours notice is given to the commencement of the clean, the Customer agrees to pay a cancellation fee equivalent to 50% of the total job charge.
- e. In the event that the Customer does not provide and notice and turns Cleaners away, the Customer agrees to pay the cancellation fee of the total job price.

17. Fee for non-access to premises

In the event that the Customer does not provide unencumbered access to the Premises for Aim Home Services or its Cleaners to provide the Service, the Customer agrees to pay a cancellation fee equivalent to \$80.00 (inclusive of GST) for administrative and travel costs.

18. Termination

- a. This Agreement may be terminated by the Customer by providing at least 24 hours notice prior to the Service Time.
- b. Subject to clause 17(c), Aim Home Services may terminate this Agreement by providing the Customer with at least 24 hours notice prior to the Service Time.
- c. Aim Home Services may terminate this Agreement with immediate effect if the Customer is in breach of this Agreement, and in the opinion of Aim Home Services , that breach is incapable of remedy.

19. Privacy policy

- a. The Customer acknowledges that any information provided by the Customer may be used by Aim Home Services for the purpose of providing the Service. Aim Home

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).

- b. The Customer agrees to Aim Home 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.
- c. Aim Home 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

- a. Aim Home Services 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.

21. Law & jurisdiction

The Customer and Aim Home Services acknowledge 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.

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. 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 Aim Home Services Pty Ltd.