

Customer Service Agreement

These terms and conditions constitute the full and complete service agreement (the “Agreement”) Between you (the “Customer”) and Auckland Cleaning Solutions (“ACS”) of PO Box 76173 Manakau Auckland 2241 New Zealand for the provision of services by Auckland Cleaning Solutions.

1. Cleaning Services

1. I. Subject to the terms of this Agreement, ACS agrees to provide domestic/commercial cleaning services (the “Service”) to the Customer at an address specified by the Customer (the “Premises”).
2. II. The Service will be for such cleaning duties as agreed with the Customer at the time of booking.
3. III. ACS will provide one or more cleaners (the “Cleaner”) to attend the Premises to provide the Service at a time and date mutually agreed between ACS and the Customer (the “Service Time”).
4. IV. ACS endeavors to provide the Service faithfully, diligently and in a timely and professional manner.

2. Additions and Amendments

1. 1. Any changes to the Service to be provided must be agreed by ACS 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 ACS by telephone, who may agree to provide the additional services in its absolute discretion. 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.
3. 3. If ACS 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 ACS will charge a call out fee of \$89 at its discretion.

3. Customer Representations and Warranties

The Customer represents and warrants that:

1. 1. They will provide a safe working environment at the Premises for the Cleaner to perform the Service;
2. 2. The Cleaner will have unencumbered and unobstructed access to those areas of the Premises requiring the Service;
3. 3. 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;
4. 4. It will provide all usual and necessary cleaning equipment and materials required by the Cleaner to provide the Service, unless other arrangements have been made with ACS;

5. 5. All cleaning equipment and materials provided by the Customer are safe, have not been tampered with and are in full working order;
6. 6. It will advise ACS prior to the commencement of the Service of any hazards, slippery surfaces, risks or dangers, ingrained dirt, grease or grime at the Premises;
7. 7. It is authorized to use the Premises and obtain the provision of Service;
8. 8. 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;
9. 9. It will secure or remove any fragile, delicate, breakable or valuable items, including cash, jeweler, 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 acknowledge and agrees that:

1. I. 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 that require cleaning between the height of 2m and 5m, the Cleaner can use the extension pole. Any above the height of 5m may require special equipment which can be provided at Customer's expense.
2. II. 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.
3. III. 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.
4. IV. Abuse or assault, verbal or physical, on our staff will not be tolerated and legal action will be taken against any Customer or 3rd party who is in breach of this.

5. No Engagement of Cleaners

1. I. The Customer acknowledges ACS invests significant resources in recruiting, selecting and training its Cleaners. Unless ACS 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 ACS or for a period within 12 months after the conclusion of any Service.
2. II. The Customer acknowledges that ACS may suffer loss and damage, including, without limitation consequential loss, as a result of a breach of this clause by the Customer.

6. Job Quotations

1. I. The actual price payable by the Customer is calculated on the total number of hours worked by the Cleaner.

2. II. Any price quoted by ACS is an estimate only based on ACS experience, without inspection, and based on information provided by the Customer over the phone or Emails. Subject to this clause, quotes are valid for a period of 30 days from the date of the quote and are only valid after inspection of the premises is first carried out.
3. III. 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 ACS, ACS 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 office staff is unable to contact the Customer, the Service will end at the pre-stated time advised in the estimate given at the time of booking.
4. IV. The Customer must inform ACS whether any cleaning services required are for an 'end of tenancy' at the time of quotation.
5. V. All prices that are displayed on our website are exclusive of GST, Chemicals and the labour of one staff member unless otherwise specified.
6. VI. ACS will charge extra for and 3rd party voucher Services provided outside a 20km radius of the CBD (Auckland) or town centre of any other area. 20km-30km will receive a flat charge of \$10, 30km-40km will be charged \$20 and any Service required at a distance of 40km or more must confirm cost will office staff. This also applies for clause 25.4.
7. VII. 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.
8. VIII. There is a Minimum charge of \$89 per job. One room is considered no larger than 16 m² Lounge and dining room is charged as 2 rooms. Hallways over 4m are considered to be 1 room and longer than 8m will be quoted on the day. ACS 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. ACS has the right to refuse a job and will discuss the price prior to any work being carried out. ACS will endeavour to remove all stains although no guarantee can be given to the removal of all stains. Drying times depend on good ventilation to the property and ACS does not guarantee the time for drying of cleaned items and or carpets. Seats are charged per seat and a 2.5seater lounge is considered 3 seats. Pricing may change without notice.

7. Bookings

1. I. The Customer may make a booking either in person, by telephone, email or on the ACS website namely www.auckland-cleaner.co.nz. Any booking made on the website will only be scheduled upon the completion of a phone call, email confirmation and reply to that email.
2. II. 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;

3. III. Auckland Cleaning Solutions provides all quotations at the time of booking in good faith and with the information provided by The Customer. If any information provided is incorrect ASC reserves the right to alter the price of The Service.
4. IV. The Customer agrees to provide ACS with their valid credit card details at the time of booking, and authorizes ACS to debit any card with an amount equal to any service and/or cancellation fees that may apply under this Agreement.
5. V. ACS reserves the right not to accept a booking for any reason.
6. VI. The Customer must inform office staff 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

8. Payment Terms

1. I. The Customer agrees to pay the estimated price quoted by ACS in full prior to or at the Service Time, unless otherwise agreed in advance with ACS.
2. II. If no payment has been made by the Service Time, ACS will use reasonable endeavors to contact the Customer for payment. In the event that ACS 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. If the customer fails to make payment and the services have been carried out ACS reserves the right to charge 10% surcharge during the first 5 days, thereafter legal action may be pursued.

3. III. Payments may be made via credit card, bank transfer, cheque or in cash.

Payments by bank transfer should be made to:

Account Name: Auckland Cleaning Solutions

BSB:

Account No:

Transaction Ref: Invoice Ref No or Surname/Address

However we do not accept Bank Transfer and Personal Cheques. This payment option is for the Auckland Cleaning Solutions Regular Customers only. **Every one off Jobs payment should be made via credit card or cash.**

1. IV. Customers payments to a One Off cleaning job must be settled in cash on the day. If cash payment is not received on the day, a surcharge of 10% will be enforced – If the customer fails to settle the payment within 5 working days, ACS 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 ACS office staff member and payment will be taken after the customer has confirmed the Service provided is satisfactory.

2. V. ACS are only subject to clean the general areas of a property, we do not provide services such as rubbish removals etc., if a customer wishes for any additional jobs like this then ACS have the right to charge extra on top of the original fixed price.
3. VI. If there is an issue where a customer is not satisfied with the job itself, they are entitled for a free visit from ACS to fix up the clean, however this is only once the customer has paid for the full service beforehand or ACS have the right to cancel the free visit.

9. GST

1. I. Unless specified otherwise, all prices and quotations are expressed to be GST exclusive amounts.
2. II. 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 ACS receives an amount which, after subtracting the GST liability of ACS, results in ACS retaining the Original Amount.

10. Late Payment Fee

1. I. Where ACS 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 7 days of the invoice date.
2. II. The Customer agrees that if ASC 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.
3. III. In addition to the amounts set out above, the Customer agrees to indemnify ACS for all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by ACS 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.
4. IV. ACS reserves the right to report any non-payment to either a collection agency and or is not limited to also report 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.

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, ACS will provide the Customer with either:

1. I. A full refund of payments made by the Customer; or
2. II. Offer to reschedule the Service at another time mutually agreed between the Customer and ACS.

12. Complaints

If the Customer is dissatisfied for any reason with the Service provided, they must inform ACS within 48 hours of completion of the Service. ACS strives to achieve 100% customer satisfaction where

reasonably possible in its efforts to provide the Service and will endeavor to resolve a problem quickly and efficiently however ACS reserves the right to re-attend up to 48hours after the complaint. The customer holds the sole responsibility of entrance to the property. Subject to clause 13, ACS may, at its discretion, offer the Customer either of the following at its sole discretion:

1. I. A partial or full refund;
2. II. Re-supply of the Service without charge;
3. III. Such other remedy as deemed appropriate by ACS.

13 Exclusions and Limitations

1. I. The only conditions and warranties which are binding on ACS in respect of the state, quality or condition of goods and services supplied by ACS to Customers are those imposed and required to be binding by statute (including the Trade Practices Act 1974).
2. II. To the extent permitted by statute, the liability, if any, of ACS is, at ACS option, limited to and completely discharged by the resupply of the Service. ACS is not responsible for:
3. III. 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
4. IV. Any damages caused by defective cleaning materials or cleaning equipment provided by the Customer;
5. V. Not completing or providing the Service as a result of the cleaner not proceeding for health and safety reasons under clause 4;
6. VI. 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 ACS;
7. VII. 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;
8. VIII. Existing dirt, wear, damage or stains that cannot be completely cleaned or removed;
9. IX. Any wear or discoloring of fabric or surfaces becoming more visible once dirt has been removed;
10. X. 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
11. XI. The cost of any key replacement or locksmith fees, unless keys were lost by ACS or the Cleaner.
12. XII. 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 ACS are excluded.
13. XIII. 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 ACS gives no guarantee as to the actual results of the Service.

14. XIV. Except to the extent provided in this clause, ACS 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 ACS (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 ACS).

14. Indemnity

The Customer indemnifies ACS against:

1. I. 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.
2. II. All legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by ACS 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

1. I. The Customer must inform ACS 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.
2. II. 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 ACS within 24 hours of completion of the Service.
3. III. To the extent permitted by law, damage or loss to the following items is specifically excluded from the liability of ACS under these terms and conditions: cash, jewellery, art, antiques, and items of sentimental value.
4. IV. The Customer is still required to pay their bill in the given time quoted under clause 7.

16. Cancellation Fees

1. I. The Customer must provide ACS with at least 24 hours' notice prior to the Service Time, if they wish to suspend, postpone, alter or cancel the Service for any reason.
2. II. In the event that such notice has been given, ACS will endeavor to reschedule the Service if required.
3. III. 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. This may be charged at ACS Sole discretion.

17. Fee or Non-access to Premises

1. I. In the event that the Customer does not provide unencumbered access to the Premises for ACS or its Cleaners to provide the Service, the Customer agrees to pay a cancellation fee equivalent to 2hours cleaning (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.

18. Fix Up/Free Re-Visit Conditions

1. I. Fix up/Free re-visit only provided to Bond Exit Clean Customers
2. II. The Customer is always encouraged to attend the property after the clean is complete while the cleaners are still present to prevent a fix up to be necessary and sign paperwork provided.
3. III. If the Customer is unable to attend the property after the clean or after conversing with the cleaners, is not satisfied, ACS will provide a free 2nd visit Fix Up service. The Customer must contact office staff within 48 hours and always be present during Fix up.
4. IV. If the Customer is unable to attend the Fix up or signs off on, what they later consider to be an unsatisfactory Service, no 3rd visit will be provided free of charge, the rates applied are; \$39 for 1 cleaner or \$89 for 2 Cleaners per hour.
5. V. Any other one off jobs where the customer has been present at the completion of work but remains unsatisfied, a supervisor will be sent out to inspect the cleaners work and if deemed unsatisfactory, will provide a free Fix Up. No Fix Up will be provided to one off jobs where the customer has not inspected at the end of the clean while the cleaners are still present and ACS accepts no third part liability.
6. VI. If the time estimated by office staff at the time of booking is insufficient to complete The Service for any reason, staff will contact the Customer. If the Customer denies the request for increased time, cleaners will complete as much as possible in the time specified and Fix Up services will *only* be available for rooms where the Service has taken place and no others.

19. Termination

1. I. This Agreement may be terminated by the Customer by providing at least 24 hours' notice prior to the Service Time.
2. II. Subject to clause 18(III), ACS may terminate this Agreement by providing the Customer with at least 24 hours' notice prior to the Service Time.
3. III. ACS may terminate this Agreement with immediate effect if the Customer is in breach of this Agreement, and in the opinion of ACS, that breach is incapable of remedy.

20. Privacy Policy

1. I. The Customer acknowledges that any information provided by the Customer may be used by ACS for the purpose of providing the Service. ACS 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).
2. II. The Customer agrees to ACS 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.

3. III. ACS will take all reasonable precautions to protect personal information provided by the Customer from loss, misuse, unauthorized access or disclosure, alteration or destruction.

21. Changes to this Agreement

1. I. ACS 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.
2. II. 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.

22. Law & Jurisdiction

1. I. The Customer and ACS 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.

23. Severability

1. I. 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.

24. 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, and publish, transmit and/or otherwise distribute this content is forbidden without first obtaining the prior written permission of ASM

25. Other

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