



As Good As New
The Cleaning Company 



**As Good As New Cleaning
Terms & Conditions**



December 2011

Terms and Conditions

These terms and conditions constitute the full and complete service agreement (the "Agreement") between you (the "Client") and As Good As New Cleaning Torquay, Victoria, Australia for the provision of services by As Good As New Cleaning.

Please review this document, the use of our services constitutes your acceptance of these terms and conditions.

1. cleaning services

1. Subject to the terms of this Agreement, As Good As New Cleaning agrees to provide domestic cleaning services (the "Service") to the Client at an address specified by the Client (the "Premises").
2. The Service will be for such cleaning duties as agreed with the Client at the time of booking.
3. As Good As New Cleaning will provide one or more cleaners (the "Cleaner") to attend the Premises to provide the Service at a time and date mutually agreed between As Good As New Cleaning and the Client (the "Service Time").
4. As Good As New Cleaning endeavours to provide the Service diligently and in a timely and professional manner.
5. Any changes to the Service will be agreed at the Cleaner's discretion. The client must not assume that these changes will be agreed.

2. client representations and warranties

The Client represents and warrants that:

1. it will provide a safe working environment at the Premises for the Cleaner to perform the Service;
2. the Cleaner will have safe and unobstructed access to those areas of the Premises requiring the Service;
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 at the cost of the Client;
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 As Good As New Cleaning;
5. all cleaning equipment and materials provided by the Client are safe, have not been tampered with and are in full working order;

6. it agrees to provide the Cleaner with instructions as to the use and care of specialist equipment and provide instruction with regards to cleaning items of a specialist or delicate nature;
7. it will advise As Good As New Cleaning prior to the commencement of the Service of any hazards, slippery surfaces, risks or dangers, ingrained dirt, grease or grime at the Premises;
8. it is authorised to use the Premises and obtain the provision of Service;
9. if the Client requires the Cleaner to clean behind or under any heavy items (eg. a fridge or furniture), it will move those items prior to the commencement of the Service; and
10. 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.

3. health and safety risks

In addition to the obligations and warranties set out in clause 2 above, the Client acknowledges and agrees that:

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;
2. 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.
3. 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 Client 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. job quotations

1. The actual price payable by the Client is calculated on the total number of hours worked by the Cleaner.
2. Any price quoted by As Good As New Cleaning is an estimate only based on As Good As New Cleaning's experience, without inspection, and based on information provided by the Client. Subject to this clause, quotes are valid for a period of 30 days from the date of the quote.
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 As Good As New Cleaning, As Good As New Cleaning will provide the Client with the option to

pay an increased fee to complete the Service, or pay the quoted amount without the Service being completed.

4. The Client must inform As Good As New Cleaning whether any cleaning services required are for an 'end of tenancy' at the time of quotation.

5. bookings

1. The Client may make a booking by either telephone, email or using the As Good As New Cleaning website booking form.
2. At the time of booking the Client must provide details of any hazards, slippery surfaces, risks or dangers, ingrained dirt, grease or grime located at the Premises;
3. As Good As New Cleaning provides all quotations at the time of booking.
4. The Client agrees to pay any service and/or cancellation fees that may apply under this Agreement.
5. As Good As New Cleaning reserves the right not to accept or cancel a booking for any reason.

6. payment terms

1. The Client agrees to pay the price quoted by As Good As New Cleaning in full prior to or at the Service Time, unless otherwise agreed in advance with As Good As New Cleaning.
2. If no payment has been made by the Service Time, As Good As New Cleaning will use reasonable endeavours to contact the Client for payment. In the event that As Good As New Cleaning cannot contact the Client or payment is not made by the Service Time, the Client will be deemed to have cancelled the Service, and the Client must pay any cancellation fees or charges due set out in clause 14.
3. Payments are to be made in cash at the time of the Service unless otherwise agreed with As Good As New Cleaning. Other methods of payment may be arranged at the discretion of As Good As New Cleaning.

7. GST

1. Unless specified otherwise, all prices and quotations are expressed to be GST exclusive amounts.
2. If GST is payable in respect of anything supplied to the Client under this Agreement, then the amount which the Client is obliged to pay for that supply (Original Amount) will (subject to the receipt of a valid tax invoice) be grossed up so that As Good As New Cleaning receives an amount which, after subtracting the GST liability of As Good As New Cleaning, results in As Good As New Cleaning retaining the Original Amount.

8. late payment fee

1. Where As Good As New Cleaning has agreed to invoice the Client for payment of fees after the Service has been completed, the Client agrees to pay in full, all fees due, within 7 days of the invoice date.
2. The Client agrees that if As Good As New Cleaning has not received payment in full for the Service within one calendar month of the original invoice date then a late payment fee of \$20 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.
3. In addition to the amounts set out above, the Client agrees to indemnify As Good As New Cleaning for all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by As Good As New Cleaning 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 Client) arising out of a breach of these terms including the failure by the Client to pay an amount by the due date.

9. non-appearance

If a Cleaner fails to attend the Premises within 1 hour of the Service Time and does not provide the requested Service, As Good As New Cleaning will provide the Client with either:

1. a full refund of payments made by the Client; or
2. offer to reschedule the Service at another time mutually agreed between the Client and As Good As New Cleaning.

10. complaints

If the Client is dissatisfied for any reason with the Service provided, it must inform As Good As New Cleaning within 24 hours of completion of the Service. As Good As New Cleaning strives to achieve 100% client satisfaction and will endeavour to resolve the problem quickly and efficiently. Subject to clause 11, As Good As New Cleaning may, at its absolute discretion, offer the Client either of the following:

1. a partial or full refund;
2. re-supply of the Service without charge;
3. such other remedy as is deemed appropriate by As Good As New Cleaning.

11. exclusions and limitations

1. The only conditions and warranties which are binding on As Good As New Cleaning in respect of the state, quality or condition of goods and services supplied by As Good As New Cleaning to Clients are those imposed and required to be binding by statute (including the Trade Practices Act 1974).

2. To the extent permitted by statute, the liability, if any, of As Good As New Cleaning is, at As Good As New Cleaning's option, limited to and completely discharged by the resupply of the Service. As Good As New Cleaning is not responsible for:
 1. not completing or providing the Service as a result of a breach of a warranty by the Client in clause 2 (including a failure by the Client to provide proper materials, cleaning equipment, utility services, a safe working environment or unencumbered access to the Premises); or
 2. any damages caused by defective cleaning materials or cleaning equipment provided by the Client;
 3. not completing or providing the Service as a result of the Cleaner not proceeding for health and safety reasons under clause 3;
 4. any loss or damage incurred by the Client or any third party as a result of the effects of a force majeure, being any event beyond the reasonable control of As Good As New Cleaning;
 5. not completing or providing the Service due to an act or omission of the Client or any other person at the Premises during provision of the Service;
 6. existing dirt, wear, damage or stains that can not be completely cleaned or removed;
 7. any wear or discolouring of fabric or surfaces becoming more visible once dirt has been removed;
 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
 9. the cost of any key replacement or locksmith fees.
3. 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 As Good As New Cleaning are excluded.
4. The Client 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 As Good As New Cleaning gives no guarantee as to the actual results of the Service.
5. Except to the extent provided in this clause, As Good As New Cleaning 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 As Good As New Cleaning (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 As Good As New Cleaning).

12. indemnity

The Client indemnifies As Good As New Cleaning and The Cleaner against:

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 Client set out in clause 2; and
2. all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by As Good As New Cleaning 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 Client).

13. accidents, breakage, damage & theft

1. The Client must inform As Good As New Cleaning 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.
2. To the extent permitted by law, the Client is not entitled to claim any loss for any incident if the incident is not reported to As Good As New Cleaning within 24 hours of completion of the Service.
3. To the extent permitted by law, damage or loss to the following items is specifically excluded from the liability of As Good As New Cleaning under these terms and conditions: cash, jewellery, art, antiques, and items of sentimental value.

14. cancellation fees

1. The Client must provide As Good As New Cleaning with at least 24 hours notice prior to the Service Time, if they wish to suspend, postpone or cancel the Service for any reason.
2. In the event that such notice has been given, As Good As New Cleaning will endeavour to reschedule the Service if required.
3. In the event that the Client does not provide 24 hours notice prior to the commencement of the Service, the Client agrees to pay a cancellation fee equivalent to 2 hours cleaning (inclusive of GST) for administrative costs and loss. These fees are exclusive of any discounts offered by As Good As New Cleaning at that time.

15. fee for non-access to premises

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

16. termination

1. This Agreement may be terminated by the Client by providing at least 24 hours notice prior to the Service Time.
2. Subject to clause 18, As Good As New Cleaning may terminate this Agreement by providing the Client with at least 24 hours notice prior to the Service Time.
3. As Good As New Cleaning may terminate this Agreement with immediate effect if the Client is in breach of this Agreement, and in the opinion of As Good As New Cleaning, that breach is incapable of remedy.

17. privacy policy

1. The Client acknowledges that any information provided by the Client may be used by As Good As New Cleaning for the purpose of providing the Service. As Good As New Cleaning agrees not to share any information provided by the Client with any third party not directly involved in the provision of the Service (unless required to do so by law).
2. The Client agrees to As Good As New Cleaning 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. As Good As New Cleaning will take all reasonable precautions to protect personal information provided by the Client from loss, misuse, unauthorised access or disclosure, alteration or destruction.

18. changes to this agreement

1. As Good As New Cleaning 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. The Client 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.

19. law & jurisdiction

The Client and As Good As New Cleaning acknowledge and accept that this Agreement shall be construed and interpreted in accordance with the laws of Victoria and both agree to submit to the exclusive jurisdiction of the courts of Victoria in the event of any dispute.

20. severability

The Client 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.

21. copyright

The content of this Agreement is protected by international copyright laws and may be used for personal reference only. It is forbidden, subject to applicable law, to copy, alter, reproduce, publish, transmit and/or otherwise distribute this content without first obtaining written permission of As Good As New Cleaning.