



Services Agreement

Basis of Agreement

Fleurieu Cleaning Pty Ltd ABN 89 642 700 767 (**Fleurieu Cleaning**) carries on the business of providing quality cleaning. All Fleurieu Cleaning's employees (**Our Employees**) are experienced and fully equipped professionals that can deal with most cleaning tasks and deliver high quality results. Fleurieu Cleaning has agreed to provide the Services to the Client and the Client has agreed to procure the Services from Fleurieu Cleaning in accordance with the terms and conditions on the following pages and any quote provided to you by Fleurieu Cleaning (**Quote**) (together, this "**agreement**").

By signing a Quote, the parties agree to be bound by this agreement.

1 HOW TO READ THIS AGREEMENT

1.1 MEANING OF CAPITALISED WORDS AND PHRASES

Capitalised words and phrases used in these terms and conditions have the meaning given by the words immediately preceding any bolded and bracketed word(s) or phrase(s).

1.2 ORDER OF PRECEDENCE

Unless otherwise expressly stated, in the event of any inconsistency between these terms and conditions and the Quote, these terms and conditions will prevail to the extent of such inconsistency.

2 DURATION AND RENEWAL OF THIS AGREEMENT

- (a) This agreement will commence on the date notified to you in writing by Fleurieu Cleaning (**Commencement Date**) and will continue until the services as set out in the Job Description of the Quote (**Services**) have been completed or terminated in accordance with clause 14 (**Term**).
- (b) The parties may agree to extend this agreement by mutual agreement, including by conduct that indicates an intention to extend the Term.
- (c) If any Services are supplied after the expiry of the Term, without the parties having entered into a replacement agreement or otherwise having expressly agreed in writing that these terms will not apply, the terms of this agreement will continue to apply for those Services.

3 CLIENT OBLIGATIONS

3.1 PROVIDE INFORMATION

The Client must provide Fleurieu Cleaning with all workplace policies, safety regulations and information (**Workplace Policies**) reasonably required by Fleurieu Cleaning to perform the Services in a manner that adheres with the Client's Workplace Policies.

3.2 ACCESS

- (a) The Client agrees to provide Fleurieu Cleaning with access to their premises (**Job Location**) at all times necessary for Fleurieu Cleaning to provide the Services, either through Client personnel or provision of security codes and keys.
- (b) If Fleurieu Cleaning is unable to gain access to the Job Location due to the Client's non-compliance with this clause, omission, fault or otherwise, it is the Client's responsibility to

reschedule any Services and Fleurieu Cleaning reserves the right to claim any expenses including travel and lost income and to charge this to the Client.

3.3 GENERAL OBLIGATIONS

The Client acknowledges and agrees:

- (a) to communicate with Fleurieu Cleaning as reasonably required for the purpose of enabling Fleurieu Cleaning to provide the Services;
- (b) that it has the right to authorise Fleurieu Cleaning to provide the Services at the Job Location;
- (c) that the Job Location will be safe and secure, free from any obstacles or other hazards that may cause injury to Fleurieu Cleaning' personnel or damage to Fleurieu Cleaning' equipment;
- (d) that the Job Location will be free of any furniture, equipment or any other items that may obstruct Fleurieu Cleaning from performing the Services. Fleurieu Cleaning will not be responsible for any incomplete performance of the Services if any item obstructs the Services from being performed.
- (e) to provide access to electricity and water as required for Fleurieu Cleaning to perform the Services.

4 ORDERING AND PERFORMANCE OF SERVICES

4.1 SERVICES

Fleurieu Cleaning will perform the Services in accordance with the relevant Quote.

4.2 CHANGES TO SCOPE

- (a) The Client must pay a 'change in scope fee', in an amount reasonably determined by Fleurieu Cleaning (**Change Fee**), for changes to Services requested by the Client which alter the scope set out in the relevant Quote and require Fleurieu Cleaning to perform additional work or incur additional costs (**Changes**).
- (b) Unless otherwise agreed in writing, Fleurieu Cleaning may at its discretion extend or modify any delivery schedule or deadlines for the Services as may be reasonably required by such Changes.
- (c) Fleurieu Cleaning will only be required to perform Changes, if:
 - (i) Fleurieu Cleaning agrees in writing to perform the Changes;
 - (ii) the Client confirms in writing that they wish for Fleurieu Cleaning to proceed with the Changes and the relevant Change Fee; and
 - (iii) the Client pays the Change Fee, in accordance with clause 5 as if it was a Fee.

4.3 KEY DATES AND TIMES

- (a) Dates and times set out in the Quote in relation to the Services are indicative only and are included as a guide for when the Services are expected to be performed. Dates and times for performance of the Services will be agreed upon between Fleurieu Cleaning and the Client separately.
- (b) Fleurieu Cleaning may, due to various reasons beyond its control, need to make reasonable adjustments to the dates and times that they agreed to perform the Services. Fleurieu Cleaning will notify the Client if more than a 24 hour variation is required.

4.4 BOOKINGS AND COMPLAINTS

- (a) (**end of the services**) Upon completion of each Service, Fleurieu Cleaning will promptly advise the Client that a Service has been completed at a particular Site (**Notice of Completion**).
- (b) (**issues and complaints**) Following a Notice of Completion, the Client will have [one (1) day] to review the Services at the specific Site and notify Fleurieu Cleaning of any issues

or complaints with the Services. Fleurieu Cleaning reserves the right to first inspect the Site relating to a complaint. If All District Cleaning Services finds, in its reasonable discretion, that the issue subject of the complaint was due to the fault of Fleurieu Cleaning or its personnel, then Fleurieu Cleaning may remedy the issue at no additional cost to the Client. Fleurieu Cleaning will not accept responsibility for any issues or complaints due to any use or access of the Site by anyone other than Fleurieu Cleaning and its personnel after a Notice of Completion has been sent.

- (c) **(additional Fees)** If the Client requests that Fleurieu Cleaning return to the Site to remedy an issue with the Services that did not arise as a result of Fleurieu Cleaning' fault, then Fleurieu Cleaning reserves the right to charge additional Fees in the next invoice to compensate Fleurieu Cleaning for its genuine costs in labour and equipment for remedying such issues.

4.5 THIRD PARTY TERMS AND CONDITIONS

- (a) The Client acknowledges and agrees that the terms & conditions of third party suppliers of goods or services (**Third Party Terms**) may apply to any part of the Services.
- (b) Fleurieu Cleaning will endeavour to notify the Client of Third Party Terms that apply to the Services, in which case:
- (i) the Client must immediately notify Fleurieu Cleaning if they do not agree to the Third Party Terms; and
 - (ii) if Fleurieu Cleaning does not receive a notice in accordance with clause 4.5(b)(i), the Client will be taken to have accepted those Third Party Terms, and Fleurieu Cleaning will not be liable for any loss or damage suffered by the Client in connection with such Third Party Terms.
- (c) The Client acknowledges and agrees that if the Client does not agree to any Third Party Terms, this may affect Fleurieu Cleaning' ability to meet Key Dates and / or Times.

4.6 DISCLAIMER

The Client acknowledges and agrees that it is the Client's responsibility to comply with applicable Laws relevant to the Client's business, including industrial relations laws and privacy laws.

5 FEES AND PAYMENT

5.1 FEES

- (a) The Client must pay the total price (**Fees**) in the amounts, and on or before the due date(s) (**Due Date**), as set out and agreed upon in the Quote.
- (b) To the maximum extent permitted under the Competition and Consumer Act 2010 (Cth) any Fees paid in accordance with this agreement are non-refundable.
- (c) If there is no Due Date set out in the Quote in relation to a Fee, that Fee must be paid at the time set out in the relevant invoice issued by Fleurieu Cleaning.
- (d) From time to time, Fleurieu Cleaning may require a non-refundable deposit to be paid prior to providing the Services. This will be notified to you in the Quote.

5.2 INVOICES

Fleurieu Cleaning will issue a valid tax invoice to the Client for payment of the Fees. The Client must pay the Fees in accordance with the remittance method set out in an invoice or as set out in the Quote.

5.3 SUSPENSION OF SERVICES

Fleurieu Cleaning reserves the right to suspend all or part of the Services indefinitely where the Client fails to pay the Fees in accordance with clause 5.1.

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5.4 EXPENSES

Unless otherwise agreed in writing, any additional expenses or costs incurred by Fleurieu Cleaning in the course of performing the Services may be charged to the Client.

5.5 GST

Unless otherwise indicated, amounts stated in the Quote do not include GST. In relation to any GST payable for a taxable supply by Fleurieu Cleaning, the Client must pay the GST subject to Fleurieu Cleaning providing a tax invoice.

5.6 LATE PAYMENT AND SUSPENSION OF SERVICES

- (a) If the Client does not pay Fleurieu Cleaning the amount due and payable under an invoice when due, interest will be charged at the rate of 6% per annum and calculated weekly on each amount outstanding until paid in full.
- (b) Fleurieu Cleaning reserves the right to suspend all or part of the Services indefinitely where the Client fails to pay the Fees in the amounts and times specified in the Quote.
- (c) Fleurieu Cleaning may seek to recover the amount due by referring the matter to third party debt collectors or if the Services involve end-of-lease cleaning, claiming the Fees from the Client's rental bond.
- (d) The Client agrees to reimburse Fleurieu Cleaning for any expenses and costs it incurs, including any legal costs, in recovering the amount due or enforcing any of its rights under this agreement.

5.7 PAYMENT PROVIDERS

Fleurieu Cleaning may use third-party payment providers (Payment Providers) to collect Fees. The processing of payments by the Payment Provider will be, in addition to these Terms, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. Fleurieu Cleaning reserves the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting the Fees.

5.8 CARD SURCHARGES

Fleurieu Cleaning reserves the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).

6 CONFIDENTIALITY

6.1 CONFIDENTIAL INFORMATION

- (a) The parties will not, during or at any time after the Term, disclose Confidential Information directly or indirectly to any third party, except:
 - (i) with the other party's prior written consent;
 - (ii) as required by Law; or
 - (iii) to their personnel on a need to know basis for the purposes of performing its obligations under this agreement (**Additional Disclosees**).
- (b) For the purposes of this clause 6, **Confidential Information** means information of, or provided by, a party that is by its nature confidential information, is designated as confidential, or that the recipient of the information knows or ought to know is confidential (including all commercial information exchanged between the parties), but does not include information which is, or becomes, without a breach of confidentiality, public knowledge

6.2 BREACH

If either party becomes aware of a suspected or actual breach of clause 6.1 by that party or an Additional Disclosee, that party will immediately notify the other party and take reasonable steps required to prevent, stop or mitigate the suspected or actual breach. The parties agree that damages may not be a sufficient remedy for a breach of clause 6.1.

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6.3 PERMITTED USE

A party may only use the Confidential Information of the other party for the purposes of exercising its rights or performing its obligations under this agreement.

6.4 ADDITIONAL DISCLOSEES

Each party will ensure that Additional Disclosees keep the Confidential Information confidential on the terms provided in this clause 6. Each party will, when requested by the other party, arrange for an Additional Disclosee to execute a document in a form reasonably required by the other party to protect Confidential Information.

7 ACCREDITATIONS

Unless otherwise agreed in writing:

- (a) Fleurieu Cleaning retains the right to describe the Services and reproduce, publish and display the Services in Fleurieu Cleaning' portfolios and websites for the purposes of recognition or professional advancement, and to be credited with authorship of the Services in connection with such uses; and
- (b) the Client warrants that during and/or at the end of the Services, it will allow Fleurieu Cleaning to take photographs or videos of the relevant premises and any Services under this agreement for the purpose of clause 7(a).

8 INTELLECTUAL PROPERTY

- (a) The Client will not acquire Intellectual Property Rights in any Fleurieu Cleaning IP under this agreement or as part of receiving the Services.
- (b) For the purposes of this clause 8:
 - (i) "**Fleurieu Cleaning IP**" means the Material produced, owned or licenced by Fleurieu Cleaning prior to or developed in the course of providing the Services, either alone or in conjunction with the Client or others, and any Intellectual Property Rights attaching to that Material.
 - (ii) "**Intellectual Property Rights**" means any and all present and future intellectual and industrial property rights throughout the world, including copyright, trade marks, designs, patents or other proprietary rights, confidential information and the right to have information kept confidential, or any rights to registration of such rights whether created before or after the Commencement Date, whether registered or unregistered.
 - (iii) "**Material**" means tangible and intangible information, documents, reports, drawings, designs, software (including source and object code), inventions, concepts, data and other materials in any media whatsoever.

9 SUBCONTRACTING

Fleurieu Cleaning may subcontract any aspect of providing the Services and the Client hereby consents to such subcontracting.

10 SERVICE DISCLAIMERS

- (a) Where our Services include tile and grout cleaning, you acknowledge and agree:
 - (i) our tile and grout sealer comes with a 12-month warranty, except as limited by clause 10(a)(iv);
 - (ii) the warranty does not cover the reoccurrence of mould and mildew in wet areas, such as showers;
 - (iii) only a soft bristle brush should be used to clean sealed grout;
 - (iv) the warranty will be void if the area is cleaned by another business or if spot cleaning is done with a non-neutral cleaner (i.e., pH 6.5 – 7);
 - (v) warranty claims for spills must be made within 5 days of the incident; and

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- (vi) before making a warranty claim, you must try to remove the stain with an approved neutral (pH 6.5) cleaner and provide your receipt as proof of purchase.
- (b) Where our Services include carpet and fabric protection, you acknowledge and agree:
 - (i) we use a stain-release type of fabric protection, which we will inform you about and require consent for prior to its usage;
 - (ii) the effectiveness of the product may be impaired by caustic, acidic, or dyed spills or stains, and results cannot be guaranteed; and
 - (iii) any product guarantee is limited to stain removal attempts and re-application of the product to the affected area.
- (c) Where our Services include mould treatment, you acknowledge and agree:
 - (i) we provide a 12-month warranty for this service, contingent on you following the aftercare program as directed;
 - (ii) prices are subject to onsite inspection, verification, and evaluation by our technicians;
 - (iii) pets and plants must not be on the premises during treatment for their safety;
 - (iv) the premises must be vacated during treatment but can be reoccupied within 2 hours, or sooner with VIP micro-mist fog application;
 - (v) food and beverages must not be in living areas during chemical use, and appliances and furnishings must be moved by you before treatment starts;
 - (vi) additional fees apply if scaffolding is needed for high ceilings;
 - (vii) paint older than 5 years may oxidize and discolour, and bubbling may occur in high moisture areas;
 - (viii) you must ensure the technician has access to treatment areas by removing all items beforehand;
 - (ix) fire alarms may activate during micro-mist fogging, and it is your responsibility to take precautions required to prevent this from occurring or manage its occurrence;
 - (x) "rainout" or wall and ceiling wetting may happen if heating exceeds 17°C or relative humidity surpasses 60°C;
 - (xi) you must address water leak sources before treatment, and acknowledge that the 12-month warranty does not cover wet areas or unforeseen water intrusion;
 - (xii) air sampling for damage assessment requires micro-cleaning and misting, with sampling done within 48 hours of treatment;
 - (xiii) our advice on mould causes and prevention is general, and you must conduct your own research for specific situations; and
 - (xiv) residue on hard surfaces post-treatment is non-hazardous and can be cleaned with neutral detergent.

11 WARRANTIES

- (a) To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.
- (b) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the Competition and Consumer Act 2010 (Cth) (ACL). Under the ACL, the Client may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.

12 LIABILITY

- (a) **(Liability)** To the maximum extent permitted by applicable law, Fleurieu Cleaning limits all liability in aggregate of all claims to the Client (and any third parties who encounter the

services or goods through the Client's business) for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this agreement or any goods or services provided by Fleurieu Cleaning to the total Fees paid to Fleurieu Cleaning by the Client in the 3 months preceding the date of the event giving rise to the relevant liability.

- (b) **(Indemnity)** Each party agrees to indemnify the other party and its employees, contractors and agents ("those indemnified") from and against any loss or liability incurred or suffered by any of those indemnified where such loss or liability was caused or contributed to by the other party's employees', clients', contractors' or agents' negligent, wilful, fraudulent or criminal act or omission.
- (c) **(Consequential loss)** To the maximum extent permitted by law, under no circumstances will Fleurieu Cleaning be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this agreement or any goods or services provided by Fleurieu Cleaning (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)).

13 DISPUTE RESOLUTION

- (a) If an issue between the parties arises under this agreement that cannot be resolved day-to-day, the parties will make genuine efforts in good faith to participate cooperatively in mediation, at equal shared expense of the parties.
- (b) The parties will conduct mediation through the Australian Disputes Centre (**ADC**) and in accordance with the ADC's Guidelines for Commercial Mediation (as current at the time of the dispute).
- (c) The parties will follow the mediator's recommendations on the extent of mediation required, and when to stop mediation if the issue cannot be resolved.
- (d) If mediation does not resolve the issue, the parties must:
 - (i) if they haven't already done so, engage independent legal representation at their own expense to understand the strength of their arguments; and
 - (ii) based on that advice, if settlement is not achieved, participate in arbitration (or other dispute resolution mechanism agreed in mediation) through the ADC at equal shared expense.
- (e) The parties will follow the binding outcome of arbitration (or other agreed mechanism).
- (f) Either party may at any time during this process make an offer for settlement. The parties acknowledge and agree it is in their best interests to properly consider all genuine settlement offers. The parties will use best endeavours to avoid litigation and reach a prompt settlement.
- (g) The process in this clause does not apply where a party requires an urgent injunction.

14 TERMINATION

14.1 TERMINATION FOR CONVENIENCE

Each party may terminate this agreement by giving the other party 5 business days written notice.

14.2 TERMINATION FOR BREACH

Either party (**Non-Defaulting Party**) may terminate this agreement immediately by written notice to the other party (**Defaulting Party**) if the Defaulting Party:

- (a) is in breach of this agreement and either:
 - (i) fails to remedy such breach within 14 days of receiving notice from the Non-Defaulting Party requiring it to remedy such breach; or
 - (ii) that breach is not capable of remedy; or
- (b) ceases, suspends or threatens to cease or suspend to conduct its business.

14.3 EFFECT OF TERMINATION

Upon expiration or termination of this agreement, the Client must:

- (a) pay all amounts owed for Services already performed as at the date of termination; and
- (b) any other Fleurieu Cleaning' standard Fees in relation to the Services.

14.4 SURVIVAL

Any provision of this agreement which, by its nature, would reasonably be expected to be performed after the termination, shall survive and be enforceable after such termination or expiry.

15 FORCE MAJEURE

- (a) A '**Force Majeure Event**' means any occurrence beyond the control of the Affected Party which prevents the Affected Party from performing an obligation under this agreement (other than an obligation to pay money), including any:
 - (i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
 - (ii) strike or other industrial action;
 - (iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or
 - (iv) decision of a government authority in relation to COVID-19, or other epidemic or pandemic,to the extent the occurrence affects the Affected Party's ability to perform the obligation.
- (b) If a party (**Affected Party**) becomes unable, wholly or in part, to carry out an obligation under this agreement (other than an obligation to pay money) due to a Force Majeure Event, the Affected Party must give to the other party prompt written notice of:
 - (i) reasonable details of the Force Majeure Event; and
 - (ii) so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.
- (c) Subject to compliance with clause 15(b), the relevant obligation will be suspended during the Force Majeure Event to the extent that the obligation is affected by the Force Majeure Event.
- (d) The Affected Party must use its best endeavours to overcome or remove the Force Majeure Event as quickly as possible and resume performing the relevant obligation.

16 NOTICES

- (a) Any notices required to be sent under this agreement must be sent via email using the party's email addresses and the email's subject heading must refer to the name and date of this agreement.
- (b) If no email address is stated in this agreement, the notice may be sent to the email address most commonly used by the parties to correspond in relation to this agreement at the time the notice is sent.
- (c) The notice will be considered to be delivered 24 hours after it was sent, unless the sender has reason to believe the email failed to send or was otherwise not delivered or received.

17 GENERAL

17.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in South Australia, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of South Australia, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

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17.2 BUSINESS DAYS

- (a) If the day on which any act is to be done under this agreement is a day other than a Business Day, that act must be done on or by the immediately following Business Day except where this agreement expressly specifies otherwise.
- (b) For the purposes of this clause 17.2, **Business Days** mean a day (other than a Saturday, Sunday or any other day which is a public holiday) on which banks are open for general business in South Australia, Australia.

17.3 AMENDMENTS

This agreement may only be amended in accordance with a written agreement between the parties.

17.4 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

17.5 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

17.6 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

17.7 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

17.8 COUNTERPARTS

This agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this agreement and all together constitute one agreement.

17.9 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

17.10 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

17.11 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(currency)** a reference to \$; or "dollar" is to Australian currency;
- (c) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (d) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;

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- (f) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (g) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (h) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (i) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (j) **(includes)** the word "includes" and similar words in any form is not a word of limitation; and
- (k) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.