

# Terms and Conditions

These terms and conditions constitute the full and complete service agreement (the "Agreement") between you (the "Customer") and Mess Be Gone Carpets & Pest ("Mess Be Gone") of Caboolture, Queensland for the provision of services by Mess Be Gone.

Please take some time to review this Agreement. Use of our services constitutes your acceptance of these terms and conditions.

## 1. Bond Cleaning, Carpet Steam Cleaning, Upholstery Cleaning, Tile & Grout Cleaning & Specialised Stain Removals

- a) Subject to the terms of this Agreement, Mess Be Gone 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 services as agreed with the Customer at the time of booking.
- c) Mess Be Gone will provide one or more technicians (the "Cleaner") to attend the Premises to provide the Service at a time and date mutually agreed between Mess Be Gone and the Customer (the "Service Time").
- d) Mess Be Gone endeavors 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 Mess Be Gone prior to the Service Time.
- b) If the Customer requires any additional services or variations before the time the Service is being performed, the Customer must first contact Mess Be Gone, who may agree to provide the additional services in its absolute discretion. If the customer requires any additional services during the time of the service the Customer must advise Mess Be Gone prior to the completion of the pre arranged service.

## 3. Customer Representations and Warranties

- a) 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 Mess Be Gone prior to the commencement of the Service of any hazards, slippery surfaces, risks or dangers.
  - e. it is authorized to use the Premises and obtain the provision of Service;

- f) 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.
- c) moisture on your furniture and carpets can present a slip hazard on nearby hard surface areas, we ask that the Customer avoid any areas that we are cleaning, and will advise any other guests, residents or contractors of this hazard until the carpets are dry.
- d) the Customer must agree to keep children or dependents away from any equipment or hot water being used as a part of the cleaning process.
- e) the Customer must ensure that the environment that the Customer is inviting the Cleaner to work in, is a safe environment free from electrical or structural hazard.
- f) Cleaning solutions should be considered poisonous, and are not for human consumption.

#### 5. Bookings

- a) The Customer may make a booking either in person, by telephone, email or on the Mess Be Gone Carpet Cleaning website.
- b) At the time of booking the Customer must provide details of any hazards, slippery surfaces, risks or dangers.
- c) Mess Be Gone provides all quotations at the time of booking.
- d) Mess Be Gone reserves the right not to accept a booking for any reason.

#### 6. Job Quotations

- a) The actual price payable by the Customer is the quoted price provided by Mess Be Gone.
- b) Any price quoted by Mess Be Gone is an estimate only based on Mess Be Gone's experience, without inspection, and based on information provided by the Customer.
- c) Quotes are valid for a period of 30 days from the date of the quote.
- d) The quote we provide over the telephone or via email through the internet on the Mess Be Gone website is based on information provided by the Customer to Mess Be Gone, and in the absence of specific room, or clearly definable descriptions will be based on standard room sizes/seating positions. If the actual work to be performed is different to what has been quoted for, the price will vary accordingly.
- e) The Cleaner may quote extra after inspection if there are extra rooms or areas that Mess Be Gone were not informed of during the quotation process or if the condition of the premises is deemed to be different from the information provided by the Customer.

- f) The Cleaner will confirm the price with the Customer before work commences.
- g) When the Cleaner arrives at the Premises they will inspect the areas the Customer has requested to be cleaned.
- h) Maximum room size applies for advertised or quoted 'per room' pricing structures. Maximum room size is 12 square meters and is based on a standard furnished room. Rooms less than 12 square meters will count as 1 standard room. Rooms over 12 square meters but under 24 square meters will count as 2 standard rooms.
- i) Carpeted steps are quoted per step.
- j) Upholstery cleaning prices are per seating position and are subject to the condition of the upholstery. Additional charges may apply for recliners, ottomans, chaises and loose cushions.
- k) Normal spot and stain removal is included in Mess Be Gone's carpet and upholstery cleaning price and the steam cleaning process.
- l) Specialised Stain removal is not included in the standard price, this selection will be quoted on once inspections are carried out and determined the stain is suited to this treatment.

#### 7. Stains

- a) The Cleaner will inspect the carpet, upholstery and stains before the Service commences.
- b) Stains derived from bleaching agents, acids and permanent dyes may be permanent and cannot be removed with any treatment. Mess Be Gone, does not guarantee stain removal for permanent stains.
- c) Mess Be Gone cannot be responsible for any pre-existing condition that is not apparent upon visual inspection of the Premises.
- d) The Cleaner may deem it 'un-feasible' to remove a particular stain or mark on the carpet when compared to the cost of replacement.

#### 8. Cancellation Fees and Other Charges

- a) The minimum charge for any Service is \$80.00.
- b) Surcharges may be charged on any Service booked for weekends, after hours and public holidays.
- c) The Customer must telephone Mess Be Gone prior to 4pm on the business day before the Service Time, if they wish to suspend, postpone or cancel the Service for any reason.
- d) In the event that such notice has been given, Mess Be Gone will Endeavour to reschedule the Service if required.
- e) In the event that the Customer does not provide notice prior to 4pm on the business day before the commencement of the Service, the Customer agrees to pay a cancellation fee (minimum of \$80.00) for administrative costs and loss.
- f) In the event the Customer wishes to cancel the Service after work has been commenced the Customer agrees to pay a cancellation fee of \$80 or an hourly rate of \$65 dependant on time spent.

## 9. Fee for Non-Access to Premises

In the event that the Customer does not provide unencumbered access the Premises for Mess Be Gone or its Cleaners to provide the Service, the Customer agrees to pay a cancellation fee equivalent to the minimum charge for administrative and travel costs.

## 10. Payment Terms

- a. The Customer agrees to pay the price quoted by Mess Be Gone in full prior to or at the Service Time, unless otherwise agreed in advance with Mess Be Gone.
- b. If no payment has been made by the Service Time, Mess Be Gone will use reasonable endeavors to contact the Customer for payment. In the event that Mess Be Gone 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 8.
- c. Payments may be made in cash, cheque or via bank deposit or bank transfer.
- d. Cheque payments should be made payable to Mess Be Gone Carpet Cleaning. If a payment is made by cheque then the Customer guarantees that there are sufficient funds in the cheque account to meet the payment of the cheque. If, for any reason whatsoever the cheque is not honoured, then the Customer will meet all additional costs incurred by the company. The minimum charge the Customer will incur for each dishonoured cheque will be \$40.00.
- e. Payment for Empty properties is strictly cash only unless prior arrangements are made. In the event that payment is not made at the time of the requested Service Mess Be Gone reserves the right to add additional charges for administrative costs and losses. These charges will not exceed \$100 and are charged at Mess Be Gone's discretion.
- f. In the Event the Service is Canceled by the Customer after commencement of the Service or by Mess Be Gone as set out in Section 18c The payable service fee as per Section 8f is payable immediately or within a set time at the discretion of Mess Be Gone.

## 11. Property Managers

In the event a Property Manager/Real Estate Agent requests Services on behalf or for a Tenant or Owner the Manager/Agent becomes sole Customer. In the event of the 3<sup>rd</sup> party failure to arrange payment the Manager/Agent accepts sole responsibility for any and all outstanding amounts.

## 12. GST

Mess Be Gone is not currently required to register for GST as such any and all amounts do not include GST. This may change at any time and future amounts may include GST if required.

## 13. Late Payment Fee

- a. Where Mess Be Gone 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 unless other agreements have been made.
- b. The Customer agrees that if Mess Be Gone has not received payment in full for the Service within 14 days of the original invoice date then a late payment fee of \$45 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. This is at the discretion of Mess Be Gone
- c. If the Customer's account is outstanding for more than 3 months, we will call at the Premises to collect payment in person, in which case an additional \$80 minimum call out fee will apply.
- d. Mess Be Gone reserves the right to pass the debt on to a collection agency and refer the Customers personal details to credit reporting agencies if the Customer's account remains overdue past this point. This will incur additional charge.
- e. In addition to the amounts set out above, the Customer agrees to indemnify Mess Be Gone for all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by Mess Be Gone 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.

#### 14. Non-Appearance

If a Cleaner fails to attend the Premises within 1 hour of the Service Time and does not provide the requested Service, Mess Be Gone 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 Mess Be Gone.

#### 15. Complaints

- a. If the Customer is dissatisfied for any reason with the Service provided, it must inform Mess Be Gone within 24 hours of completion of the Service. Mess Be Gone strives to achieve 100% customer satisfaction and will Endeavour to resolve the problem quickly and efficiently.
  - b. In the event of a customer complaint, the Customer undertakes to give Mess Be Gone the opportunity to rectify all work. Subject to clause 15, Mess Be Gone may, at its discretion, offer the Customer either of the following:
    - i. re-supply of the Service without charge;
    - ii. Such other remedy as deemed appropriate by Mess Be Gone.
- b. The Customer accepts that Mess Be Gone cannot issue partial or full refunds in the event of a Customer Complaint or Dissatisfaction, In lieu of refunds it is at Mess Be Gone's discretion to arrange the Service to be provided by another Company at any time.

## 16. Exclusions and Limitations

- a. The only conditions and warranties which are binding on Mess Be Gone in respect of the state, quality or condition of goods and services supplied by Mess Be Gone 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 Mess Be Gone is, at Mess Be Gone's option, limited to and completely discharged by the resupply of the Service. Mess Be Gone is not responsible for:
  - i. 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 utility services, a safe working environment or unencumbered access to the Premises); or
  - ii. not completing or providing the Service as a result of the Cleaner not proceeding for health and safety reasons under clause 4;
  - iii. 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 Mess Be Gone;
  - iv. 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;
  - v. wear, damage or stains that cannot be completely cleaned or removed;
  - vi. Any wear or discolouring of fabric or surfaces becoming more visible once dirt has been removed;
  - vii. 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
  - viii. The cost of any key replacement or locksmith fees, unless keys were lost by Mess Be Gone or the Cleaner.
- c. 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 Mess Be Gone are excluded.
- d. The Customer acknowledges that the results of any services provided may vary depending on a number of factors (including time elapsed since Premises was last cleaned and nature of cleaning required), and that Mess Be Gone gives no guarantee as to the actual results of the Service.
- e. Except to the extent provided in this clause, Mess Be Gone 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 Mess Be Gone (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 Mess Be Gone).
- f. While due care is taken Specialised Stain Removal is not without risk, The Customer agrees the Mess Be Gone is not liable for any Bleaching and or Fading of carpet fibers due to the chemicals required for this treatment.

## 17. Indemnity

The Customer indemnifies Mess Be Gone 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 Mess Be Gone 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).

## 18. Accidents, Breakage, Damage & Theft

- a. The Customer must inform Mess Be Gone 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 Mess Be Gone 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 Mess Be Gone under these terms and conditions: cash, jewellery, art, antiques, and items of sentimental value.

## 19. 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 18(c), Mess Be Gone may terminate this Agreement by providing the Customer with at least 24 hours notice prior to the Service Time.
- c. Mess Be Gone may terminate this Agreement with immediate effect if the Customer is in breach of this Agreement, and in the opinion of Mess Be Gone, that breach is incapable of remedy.

## 20. Changes to this Agreement

- a. Mess Be Gone 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 the Mess Be Gone 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 Mess Be Gone 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. Updates

- 1) The Original agreement dated January 1<sup>st</sup> 2012
- 2) Updated Services 1<sup>st</sup> July 2015
  - a) Removed Services Handyman Lawn Mowing & Housewashing
- 3) Updated January 1<sup>st</sup> 2017
  - a) Sub Clause 10e Added – Empty Properties & payment