

CLEANING SERVICES TERMS AND CONDITIONS

This Cleaning Services Agreement (“Agreement”) is entered into between (the “Service Provider”, “we”, “us”, “our”) and The Client (“you”, “your”), as identified in the accepted Quote.

By engaging our Services, you acknowledge and agree to be bound by this Agreement.

1. Agreement Overview

This Agreement consists of:

1. The accepted Quotation including the Cleaning Specifications & Pricing.
2. These Terms and Conditions; and
3. Any policy documents.

If there is any inconsistency, the Quote prevails, followed by these Terms, then any policies.

2. Scope of Services

The Service Provider agrees to provide cleaning related services at the client site in accordance with the following terms and agrees to:

- to perform the services diligently and in accordance with the accepted Quote.
- to document any additional or varied Services requests for approval.
- to provide all necessary equipment and cleaning products, which are environmentally friendly and supported by Material Safety Data Sheets (MSDS).

3. Client Responsibilities

The Client acknowledges and agrees:

- that the Service Provider is not a labour hire company and therefore, Workers performing the Services are employees or contractors engaged by us and are not employees of the Client. This Agreement does not create any employment, agency, or partnership

relationship between the Client and the Service Provider’s workers; and we retain full control, direction, and supervision over all workers performing the Services.

- They are authorized to use the Premises and obtain the provision of Services at the premises.
- to provide safe, hazard-free access (including keys, passes, and alarm codes and as required, provide any safety induction training for workers attending sites). Safety induction sessions required will be charged to the client on the initial invoice at the agreed hourly rate.
- to provide suitable storage for the Service Provider’s equipment if required.
- to ensure electricity, water, and waste facilities are available.
- to notify the Service Provider promptly of hazards or safety concerns.
- to secure fragile or valuable items before Services commence.

4. Service Period & Renewal

- Ongoing Services: Services commence on the Start Date and continue for a fixed 12-month Service Period, unless otherwise agreed in writing.
- This Agreement automatically renews for a further 12-month term unless either party provides at least 45 days’ written notice prior to expiry.

One-off Services: specialist cleans and ad-hoc jobs shall commence on the agreed service date and conclude upon completion of the Service. No renewal or continuation applies to one-off Services unless expressly agreed in writing.

5. Booking, Cancellations & Rescheduling

- **All bookings** (one-off or ongoing) must be confirmed by the Service Provider in writing (email) or by phone, with written confirmation to follow.
- **How to Cancel or Reschedule:** Written notice must be sent to service@ntfg.com.au from the Client's authorised contact, including the site, date, time, and job reference.
- **Required Notice Periods:**
 - One-off jobs: at least 2 business days written notice before the scheduled start time.
 - Public holiday services and ongoing services: at least 14 days' written notice before the scheduled service date.
- **Fees and Charges:**
 - Cancellation (one-off jobs): Cancelling within 2 business days of the scheduled start time incurs a 25% cancellation fee (calculated on the quoted price).
 - Rescheduling (one-off jobs): Rescheduling within 2 business days incurs a 10% rescheduling fee.
- **Access Denied:** The cleaner will have unencumbered and unobstructed access to the areas of the site requiring the service. If we attend and the site is not ready for services to commence, we will advise the client in writing. These delays and re-attendance may result in additional charges being added to the invoice.

Deemed Receipt of Notices: Emails to service@ntfg.com.au are deemed received when delivered during business hours (Mon–Fri, 9:00–17:00 AEST/AEDT); otherwise, on the next business day.

6. Pricing, Payment Terms & Service Additions

The Client agrees to pay the quoted price and any applicable charges in full prior to service delivery or at the time of service, unless otherwise agreed in writing.

Your Quotation and specification documents may include specific terms relevant to the products and services to be provided.

6.1 General Payment Terms

- Payments may be made via **Electronic Funds Transfer (EFT)** or **credit card** (including AMEX). Credit card payments may incur a surcharge.
- **Bank transfers** must be processed at least **3 business days prior** to the scheduled service.
- **Cheque payments are no longer accepted.**

6.2 Ongoing Cleaning Services

- Services are billed monthly from the start date specified in the quotation.
- Your agreed Annual fees is payable in 12 equal monthly instalments.
- The initial invoice may be prorated based on the number of service days in the first month.
- Payment is due within 7 days of the invoice date, unless otherwise stated in the accepted quote.
- Additional services or consumables may be invoiced separately or added to the monthly invoice, and will follow the same payment terms.

6.3 One-Off and Ad Hoc Services

- Clients receiving services on a one-off or infrequent basis must pay in advance.
- Consumables must be prepaid prior to delivery.

6.4 Service Amendments and Variations

Any changes to the agreed services must be confirmed in writing prior to the scheduled service time. Unapproved changes may incur penalty rates or fees. Requests for additional services during service delivery must be made via email. Approval is at the Service Provider's discretion and may incur additional charges. Cleaners are not authorised to accept service changes directly.

If the site is not ready for service delivery, the Service Provider will notify the Client. Delays may result in variation, cancellation, or re-attendance fees.

6.5 Additional Products and Services

6.5.1 General Charges

All associated costs for additional services will be passed on to the Client. This includes, but is not limited to:

- Delivery fees
- Disposal of hazardous or dangerous waste
- Futile visit charges (e.g. access not provided)
- Equipment hire or replacement costs

6.5.2 Bathroom Services

- Services include the provision and maintenance of soap dispensers, air freshener units, and hygiene bins.
- Washroom services cannot be paused once commenced. Charges will continue until the date of confirmed removal.
- Replacement fees will apply for any damaged or missing units.

6.5.3 Consumable Products

- Bin liners and other consumables are supplied and charged on your monthly invoice.
- Orders delivered outside metropolitan areas may incur additional delivery fees if the order value is below the minimum spend threshold.
- A restocking fee will apply for any returns due to change of mind.
- Any dissatisfaction with supplied products must be reported promptly to allow us to seek a refund or credit from our supplier. All supplier charges will be passed on.

6.5.4 Waste Services

It is the Client's responsibility to:

- ensure suitable vehicle access is available for waste collection trucks.
- ensure bin weight limits and usage guidelines are adhered to.

- It is the Client's responsibility to maintain a safe and secure storage area for consumables and waste bins.
- Bins are accessible and unlocked, or keys must be provided.

If any of the above conditions are not met, any resulting additional charges will be included in the next invoice.

6.6 Public Holidays

- Cleaners working on public holidays are entitled to penalty rates under the applicable award.
- Public holiday surcharges apply and are included in monthly service fees quoted where relevant.
- Services scheduled on public holidays will proceed unless the Client provides written notice at least 14 days in advance. If a scheduled service is missed, we often need to spend additional time during the next visit to restore the expected quality standard. This may result in a longer service duration to ensure your site is brought back to its usual condition. The Service Provider will not issue invoice credits for services scheduled for public holidays.

6.7 Additional Charges

The Service Provider may pass on costs for:

- Credit card processing fees
- Travel expenses
- Parking fees (where equipment prevents distant parking)
- Attendance at client safety inductions (charged at agreed hourly rates)

6.8 Cancellations

- Cancellations must be made at least **3 business days prior** to the scheduled service to avoid cancellation fees.
- If payment is not received by the service time, and the Service Provider cannot contact the Client, the service will be deemed cancelled and cancellation fees may apply.

6.9 Late Payments

- If payment is not received by the due date, the Service Provider may charge interest at **10% per annum** or up to **15% above the RBA cash rate** (whichever is higher).
- A **late payment fee of \$150** applies for the first month of non-payment.
- The Client agrees to indemnify the Service Provider for all legal and recovery costs incurred due to late payment.
- The Service Provider reserves the right to report non-payment to a collection agency, property agent, or the Rental Tenancies Authority (RTA), which may affect the Client's credit rating or rental eligibility.

6.10 Credit Card Authority

By providing credit card details, the Client authorises the Service Provider to automatically charge the card for:

- Monthly service fees;
- Additional services requested or required;
- Late payment or cancellation fees (if applicable).

This authority remains in effect until services are cancelled and all outstanding amounts are paid. The Client is responsible for ensuring the card remains valid and funded. The Client warrants they have authority to approve such charges and indemnifies the Service Provider against any claims arising from unauthorised use.

6.11 Annual Pricing Review

We conduct an annual review of our pricing in April, taking into account changes in CPI, labour costs, insurance, and statutory requirements. CPI-related adjustments may take effect from July invoices. You'll receive at least 30 days' written notice of any changes. For full details, please refer to the attached Terms & Conditions.

6.12 GST

Unless otherwise specified, all prices and quotations are **exclusive of GST**. If GST is

payable, the amount will be detailed in a tax invoice.

7. Equipment Supply & Purchase

From time to time, depending on your needs and the specific circumstances of your site, the Service Provider may determine that specialised equipment is required to deliver the Services (e.g., floor scrubbing machines, machinery, or equipment specific to flooring and cleaning needs). The Service Provider will provide a quotation for any equipment and obtain the Client's prior consent before purchasing such equipment.

Unless otherwise agreed, all equipment used in providing the Services is owned or leased by the Service Provider and remains the property of the Service Provider.

Where the Service Provider purchases specialised equipment specifically for the Client's Service needs, the Client is responsible for the maintenance and service costs of that equipment.

If the Agreement is ended early by the Client, before the expiry of the agreed minimum Service Period, the Client must reimburse the Service Provider for the cost of the equipment (less any payments already made towards the equipment as part of the Service charges), in addition to any applicable early termination charges will be invoiced.

If cleaning equipment and materials are provided by the Customer this is at their sole discretion. These products and equipment must not be tampered with and considered in full working order, tagged and tested and accompanied with the appropriate MSDS forms and applicable licenses, if warranted.

8. Health & Safety

- 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.

- The Cleaner may, either before or during the provision of the Service, not use or cease using any materials or cleaning equipment if the Cleaner thinks, in their absolute discretion, that the use of such materials or cleaning equipment poses a risk to health and safety.
- The Cleaner may, either before or during the provision of the Service does 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.

9. Complaints & Service Issues

- The Client must report any concerns, defects, or dissatisfaction with the Services to the Service Provider's Operations Team by email within 24 hours of completion, using service@ntfg.com.au.
- Where a valid complaint is received within this timeframe, the Service Provider will investigate and, if appropriate, either rectify or re-clean the affected area at no additional cost.
- Complaints received after 24 hours may not be accepted, as site conditions may have changed beyond the Service Provider's reasonable control.

10. Termination

- Termination for Convenience: Either party may terminate this Agreement for convenience by providing at least 45 days' written notice after the minimum service period.
- Termination for Breach: Either party may terminate this Agreement immediately if the other party fails to remedy a material breach within 14 days of receiving written notice of the breach.
- Termination for Insolvency: This Agreement may be terminated immediately if either party becomes insolvent, enters liquidation, or is otherwise unable to pay its debts as they fall due.
- Obligations on Termination: Upon termination, the Client must pay for all

Services provided up to the effective date of termination and allow retrieval of any equipment belonging to the Service Provider. If access is not made available to retrieve equipment, any items will be charged for at the replacement value of each item

- Minimum Service Period: This agreement includes a minimum service period as outlined in your quotation document. If the Client chooses to terminate the Agreement before the end of this minimum period (other than in accordance with the termination rights outlined above), an early termination fee of 50% of the remaining annual service fees will apply. This reflects a genuine pre-estimate of the Service Provider's loss.

11. Changes to this Agreement

- The Service Provider reserves the right to update or modify these Terms and Conditions at any time by publishing an updated version on its website. Each updated version will take effect 24 hours after it has been published on the website.
- The Client agrees that any use of the Services following such change, whether as a one-off job or as part of a regular cleaning schedule, constitutes agreement to follow and be bound by the Terms and Conditions as changed.

12. Assignment & Transfer

- In order to deliver consistent and high-quality service, the Service Provider may assign, subcontract, or transfer some or all of its rights or obligations under this Agreement to another reputable service provider.
- The Client may not assign, subcontract, or transfer any of its rights or obligations under this Agreement without the prior written consent of the Service Provider, which will not be unreasonably withheld.
- Any attempted assignment or transfer in breach of this clause is void and has no effect.

13. Insurance

The Service Provider maintains Public Liability Insurance (up to \$20 million) and Workers' Compensation insurance. Certificates of Currency are available upon request.

14. Staff Protection

- Clients must not employ, contract, or solicit the Service Provider's staff during this Agreement or for 12 months after termination.
- A breach will result in a penalty fee equal to 30% of the annual contract value.

15. Liability & Indemnity

- Each party agrees to indemnify the other against direct losses arising from their own negligence or misconduct.
- The Service Provider will not be liable for any indirect or consequential losses, including but not limited to loss of profits, business interruption, pre-existing damage, ingrained stains, or loss of cash or valuables.
- The Service Provider's maximum liability is limited to either re-supplying the Services or reimbursing the reasonable cost of re-supply.
- Customers are expected to take reasonable steps to secure or remove any fragile, delicate, breakable, or valuable items—such as cash, jewellery, artworks, antiques, or items of sentimental value—prior to the commencement of the Service.
- Except where loss is caused by our negligence or willful misconduct, we are not responsible for any loss resulting from your use of our services or products, or from any inability to use them.
- Where liability cannot be excluded, our total liability is limited to either re-supplying the relevant services or products, or paying the reasonable cost of doing so.

16. Confidentiality

- Both parties must protect each other's confidential information.

17. Privacy

- The Client acknowledges that any information provided by the Client may be used by the Service Provider for the purpose of providing the Services. The Service Provider agrees not to share any information provided by the Client with any third party not directly involved in the provision of the Services (unless required to do so by law).
- The Client agrees to the Service Provider communicating with them electronically and/or via other means in order to provide the Services or for reasons related to the provision of the Services.
- The Service Provider will take all reasonable precautions to protect personal information provided by the Client from loss, misuse, unauthorised access or disclosure, alteration, or destruction.

18. Public & Private Feedback Use

If you provide feedback in a public forum (e.g. online reviews, social media, or testimonials), you grant us permission to use that content and any related information for promotional or marketing purposes.

For feedback provided privately (e.g. via email or direct message), we will seek your permission before using it publicly. If you later change your mind, we will take reasonable steps to remove any published content upon request.

Client feedback may be used for training or marketing purposes (anonymously unless explicit consent is provided).

19. Photography & Filming

The Client acknowledges and agrees that we may take photographs and/or video recordings of the premises while providing services. Such material may be used for internal training, quality assurance, and promotional purposes, including but not limited to marketing materials, social media, and the company website. No images or footage will be published that intentionally

identify individuals, confidential documents, or sensitive information.

If the Client does not wish for photographs or video recordings to be used in this way, the Client must notify us prior to the commencement of services.

20. Force Majeure & Safety

Neither party shall be liable for any delay or failure to perform obligations due to events beyond their reasonable control, including but not limited to extreme weather, transport disruptions, site safety concerns, or government directives. In such cases, the Service Provider reserves the right to cancel or reschedule services without penalty and will notify the Client via email with an alternative appointment time.

21. Severability & Waiver

If any provision of this Agreement is found to be invalid, unlawful, or unenforceable, that provision shall be severed, and the remaining provisions shall remain in full force and effect. Failure by either party to enforce any right or provision shall not constitute a waiver of such right or provision.

22. Governing Law & Jurisdiction

This Agreement is governed by the laws of New South Wales, Australia. Both parties agree to submit to the exclusive jurisdiction of the courts of New South Wales for any disputes arising under or in connection with this Agreement.