

Alliance Cleaning Pty Ltd – Terms & Conditions of Trade

## 1. INTERPRETATION

In these terms and conditions, the following words shall have the following meanings;

- 1.1 **"Customer"** or "You" means any person who purchases services from Alliance Cleaning
- 1.2 **"We"** means Alliance Cleaning or an authorised contractor approved by Alliance Cleaning
- 1.3 **"Us"** means Alliance Cleaning or an authorised contractor approved by Alliance Cleaning
- 1.4 **"Services"** or "Service" any service that the client would like performed.
- 1.5 **"Terms and Conditions"** means the terms and conditions of supply contained within this webpage and any conditions agreed in writing by Us.
- 1.6 **"Cleaner"** or "Cleaners" means any person who performs the service working for Us.
- 1.7 **"Heavily Soiled"** means the existence of additional grime, dust or dirt that has been identified to exist at higher levels than that of a normal residence.
- 1.8 **"Managing Agent"** means the agent who manages the rental affairs of the property. For instance, a Real Estate agent.
- 1.9 **"Property"** means the property that is requiring a Bond Clean.
- 1.10 **"Bond Cleaning Standards"** means cleanliness in the Property that would pass the Managing Agents scrutiny (under governance of the Residential Tenancies and Rooming Act 2008) and release the bond to the Customer.
- 1.11 **"Reasonable endeavors"** means that We have tried our best to make an informed decision with the information that is available to us at that particular point in time.
- 1.12 **"GST"** means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth)

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## **2. GENERAL**

- 2.1** These Terms and Conditions shall apply to all contracts for the supply of Services by Us to the Customer and shall prevail over any other documentation or communication from the Customer.
- 2.2** Inappropriate behavior. We do not tolerate inappropriate behavior towards Us or our cleaners that harasses, intimidates, threatens or uses fear (either verbally, written or physical) by the Customer, this includes explicit language, racism and defamatory remarks. We will take whatever action is necessary (including legal action) against any person who is involved in threatening or abusive behavior. We reserve the right to terminate any Services immediately without refund. You the Customer agree to this and agree that you have no such claim to receive any refund.
- 2.3** A complete list of our Alliance Cleaning inclusions and exclusions can be found on our website [www.alliance-cleaning.com.au](http://www.alliance-cleaning.com.au).

## **3. PRICING**

- 3.1** All quotes are estimates only. Quotes are based on the estimates of an average house and room sizes.
- 3.2** We use reasonable endeavors to quote as accurately as possible however at times quotes are subject to change based on Us or the Customer identifying additional factors. Such factors are;
- 3.3** The property is not as described by the Customer. For instance, the property has an additional room such as a bedroom, toilet, living area or study or if applicable additional blinds or different blinds than described.
- 3.4** The condition of the property is heavily soiled. A heavily soiled room or residence may require extra time or chemicals to clean to ensure the room or residence is up to Bond Cleaning Standards as defined by the Managing Agent under the governance of the Residential Tenancies and Rooming Act 2008
- 3.5** A part of the property requires a specialist service to clean the area. This includes any areas We deem dangerous such as windows at heights or areas that require a specific skill and or equipment to make the area up to Bond Cleaning standards.
- 3.6** Any area within the property including possible contents that fall outside the agreed service as defined within the cleaning schedule.
- 3.7** The cleaner has incurred additional costs such as parking fee's or Property key pickup fee's.
- 3.8** The customer's original requirements are altered. For instance, the Customer requires a particular item to be cleaned.
- 3.9** Removal of rubbish or personal effects.

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- 3.10** We reserve the right not to clean an item/area within the Property (at no discount price to the Customer) if the item may pose a possible risk to the cleaner. For instance, a cracked or broken power point, dangerous light fitting or working at heights. In such an instance the Customer will be notified, and the Customer agrees that the Bond Cleaning Guarantee related to that area or item is void and no such warranty will apply.
- 3.11** It is understood some items will be subject to wear and tear, and some items may be unable to be cleaned due to long-term or excessive exposure or contact with a build up of grime, in these instances, if identified no warranty will apply to these areas or items.
- 3.12** If a quote variation is required **WE** will contact you to agree on the variation.
- 3.13** Once the quote variation is agreed, **YOU** agree to pay the variation amount on your supplied Credit Card before the variation work commences. If you do not agree with any quote variation, **PLEASE NOTE this may void some areas or all areas of your Bond back guarantee.** In such a circumstance we will communicate this in person, via phone or via email.

## 4. ACCESS

- 4.1** It is the Customers responsibility to be contactable at all times and 1 hour prior to the agreed start of the job. If for any reason we are unable to contact the Customer, we will continue the job using reasonable endeavors. Failure to be contacted may result in the job being incomplete and will void any warranty. In this event, if we are required to return to the property a return fee will be applicable based on the number of hours the cleaner is required at the Property.
- 4.2** It is the solely the Customers responsibility to give access to the Property to the Cleaner.
- 4.3** If the property is not accessible by key or we are unable to enter at the agreed time, the Customer agrees to a **AUD \$35.00** per hour non-access fee up to the full amount of the total cost of the job.
- 4.4** A key collection location may be agreed upon with the cleaner in writing (SMS or email) and may be subject to additional charges pending how far the location of the pickup area is to the property. Charges are calculated in 10Km increments based the shortest route calculated by Google Maps. This will be charged at **AUD \$35.00** per **10km** increment.
- 4.5** Failure to gain access to the Property will result in an additional **AUD \$70.00** cancellation fee or a **AUD \$70.00** postponement fee, postponements will be subject to availability.
- 4.6** Our Cleaners require unencumbered and unobstructed access to all areas of the premise that requires the service.
- 4.7** The Customer agrees to allow photographic images to be taken of the Property, before, during and at the end of the service, these images will be used strictly for the purpose of recording before and after images for quality assurance and proof of limitations if applicable.

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- 4.8** Customers are required to provide our Cleaners access to electricity and running water. This is a mandatory requirement for a bond clean. If the Property does not have these utilities, the Cleaner will do their best without these services, however the Bond Cleaning Guarantee will not be applicable. In such an event Alliance Cleaning will add **AUD \$45.00** for generator hiring.
- 4.9** If our Cleaners are required to clean behind or under a heavy item such as a fridge, stove, washing machine, bookshelf or any other item deemed heavy (weighted above 5kgs), the Customer will be required to move these items prior to the commencement of the service at the Customers own risk and cost. Unless agreed upon in writing if the heavy item/s are not removed the Customer voids the Bond Cleaning Guarantee for that particular area.
- 4.10** Before our Cleaners start the cleaning, the Customer is required to remove all personal belongings such as furniture, art, etc. prior to the commencement of any Service. We endeavor to be both careful and safe however we take no responsibility for any damage that may be caused at the time of the service.
- 4.11** All rubbish is to be removed from the premise including rubbish that may be in draws cupboards and rooms. We will not be responsible for removal of any rubbish (inside the premise or outside) and will not warrant the Bond Cleaning guarantee in such an event. You have the right to negotiate with the Cleaner to remove the rubbish at an additional cost quote upon inspection.

## 5. CANCELLATIONS / REFUNDS

- 5.1** If you cancel your Bond Cleaning 5 days before the Booked date, you will receive a refund less a **AUD \$25.00** administration fee.
- 5.2** If you cancel your booking within a period of 5 days to 2 days before the booked date, then you will be charged a **AUD \$50.00** Cancellation or postponement fee. This fee is not transferable but may be used within 3 calendar months of the original booked date at the same address of the original booking.
- 5.3** If you cancel your booking within 24 hours from the booking date, the customer authorizes the following fees can be charged to the credit card details supplied and kept on file as follows: Job totals of up to \$500 will incur a \$150 cancellation charge; Job total over \$500 will incur a \$250 cancellation charge.
- 5.4** We hold all rights to cancel the job if we deem the condition of the property is dangerous for the safety, health or well being of our staff or if We are unable to access the property as agreed. Same day cancellation fees will apply.
- 5.5** We reserve the right to re-schedule or cancel any Service if the property is not as described either in condition or size, or if unexpected circumstances occur.

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**6. PAYMENT**

- 6.1** Payments for the services are to be made via Credit Card or Bank Transfer prior to the day of the service. Unless agreed upon in writing, %50 percent of the full payment is to be made before the commencement of the clean.
- 6.2** If you wish to book your bond clean and hold a date, as security you must provide valid credit card details, a minimum **AUD \$50.00** booking fee applies.
- 6.3** If you are paying via bank transfer, please send the remittance details to [accounts@alliance-cleaning.com.au](mailto:accounts@alliance-cleaning.com.au) and allow 3 days for Bank clearing. Failure to receive remittance advice or payment within our bank account 3 days prior, will result in cancellation of your service and a forfeit of the booking fee if applicable.
- 6.4** You the Customer agree that if We have not received payment in full for the service within the period of one calendar month of the original invoice date then a late payment fee of **AUD \$50.00** applies for the first month. Additional Late payment fees will be charged on a fixed rate of 10% per annum for each 3 days that any amount remains outstanding thereafter.
- 6.5** In addition to the amounts set out above, the Customer agrees to indemnify Us for all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and any other expenses incurred by Us in connection with a demand, action or other proceeding (including mediation, out of court settlement or any action taken to recover a debt from the Customer) arising out of a breach of these terms including the failure by the Customer to pay any amount by the due date.
- 6.6** At its sole discretion We reserve the right to report any non-payment to collection agencies including reporting non-payment to the credit Reference Association (CRA), the TICA database and your property agent. In doing this your credit rating may be effected and or ability to seek rental properties/credit in the future.
- 6.7** YOU understand and acknowledge that any chargeback on a Credit card without the written approval of a recognized regulatory authority or written agreement with US will incur a 25% additional administration fee on the balance owing plus GST and interest pursuant to the provisions of the Queensland Supreme Court Act 1947, currently set at 5.5% per annum(calculated daily).
- 6.8** You understand and acknowledge that any chargeback on a Credit card without the written approval of a recognized regulatory authority or written agreement with US will be referred to a Recovery Agent and this may have an impact on your Credit Score.

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**7. BOND RETURN GUARANTEE**

- 7.1** Our Bond Cleaning Guarantee means that we will return free of charge to rectify any issue the Managing Agent has with the cleaning (under governance of the Residential Tenancies and Rooming Act 2008) provided by Us within the bounds of these Terms and Conditions and our Inclusions and Exclusions.
- 7.2** Our Bond Cleaning Guarantee only applies to the Service You have engaged Us for. For instance, if You engage Us for a Bond Clean but not a carpet clean then Our Guarantee only covers the bond clean. Carpets would be excluded from our Bond Cleaning Guarantee.
- 7.3** Our bond guarantee does not include certain items. Please see our Bond Cleaning Inclusions and Exclusions located at our website [www.alliance-cleaning.com.au](http://www.alliance-cleaning.com.au) for a complete list of the Service items. For instance, Ceilings, Garage walls or deep stains that require a professional third party to clean are not included in the Bond Cleaning Guarantee.
- 7.4** A re-clean will only be applicable upon receipt of a report from the Managing Agent clearly listing the problems with the clean along with the images.
- 7.5** We require 24-48 working Hours, dated from the receipt of the report from the Managing Agent to reschedule a re-clean if required.
- 7.6** A re-clean will only address the problems listed in the property manager / agents original report if applicable.
- 7.7** After a re-clean We will warrant any work for one day. Unless otherwise agreed upon in writing, if we have not heard from the Managing Agent within 1 day (24 hours), We will consider the re-clean to have addressed any issues under the Bond Cleaning Guarantee and consider the job completed as per our Terms and Conditions.
- 7.8** Until commencement and finalisation of this Service, these Terms and Conditions still apply (Whether the service is a clean, re-clean or the waiting period between re-cleans and inspections)
- 7.9** All re-cleans are subjected to these Terms and Conditions.
- 7.10** All Customers acknowledge that our Bond Return Guarantee is only applicable if you contact us within 7 calendar days of the performed Service.
- 7.11** We do not guarantee for natural events occurring over time. Items such as (but not limited to) settled dust, water marks, open windows, doors etc. An empty house can accumulate dust very quickly and is susceptible to dead insects and alike. We do not guarantee anything arising from these events including all aspects of the Bond Return Guarantee.
- 7.12** The Bond Return Guarantee is deemed null and void if the property does not remain vacant after our cleaners have cleaned the premise. The only exceptions to this clause is if carpets are cleaned by a qualified carpet cleaner authorised by Us or you have an agreement in writing from Us.

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- 7.13** You **MUST** book your bond clean to be performed once all the furniture is removed, the premise is not inhabited and all the necessary maintenance or other work to the premises has been completed.
- 7.14** We will not be responsible for any incident that could be classified as an Act-of-God e.g. flood, storm, fire earthquake, cyclone and similar.

### 8. CLAIMS

- 8.1** Under no circumstances refund claims will be considered once the Service has been completed and We have vacated the property.
- 8.2** The Customer must agree to allow a re-clean or an inspection of any work deemed unsatisfactory before he/she arranges a third party to conduct service.
- 8.3** The Customer acknowledges that the Bond Cleaning guarantee is only for the Bond Cleaning services not any other. Carpet cleaning and pest control will be warranted by the contractor who provides these services.
- 8.4** All care is taken during the Service. Some items are older and may be subject to 'wear and tear' and are prone to accidental breakage. Items like light fittings, fly screens and other perishable plastics are particularly prone. If You believe that any damage has been done beyond 'wear and tear' due to the Service, please provide in writing the damage with applicable photo's.
- 8.5** You agree to waive any right of claim against Us for any incidental costs incurred, including but not limited to, rent payable and or loss of bond monies applied arising from the service.
- 8.6** Any damages claims will be subject to proof being provided by either party that the damage was caused during the service, these claims are to be strictly the responsibility of the contractor if fault is accepted, the contractor and the customer agree to exchange details and agree to the contractor gaining access to the property for the duration of the claim. This may include access for quoting of replacement and repair if applicable.
- 8.7** If You require your fridge or freezer to be cleaned, then you are responsible for emptying and defrosting it in advance. Additional costs may apply.
- 8.8** The Customer should inform Us about any incident where an accident, breakage, damage to property or theft has occurred due to any act of a cleaner within 24 hours of completion of the service.

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**9. COMPLAINTS**

- 9.1 Any complaints must be made in writing and sent to [info@alliance-cleaning.com.au](mailto:info@alliance-cleaning.com.au)
- 9.2 Any complaints must be made within 24 hours of the performed Service.
- 9.3 Complaints must include the Customers name, contact number, the date of the complaint and a detailed explanation of the complaint including any relevant documentation and notes.
- 9.4 Complaints must also include what resolution the Client would like.
- 9.5 The Client acknowledges that they have the ability to view our website and follow the complaints procedure.
- 9.6 The Client acknowledges that if they do not follow our complaints procedure, We have the right to dismiss the complaint and or take no further action at our discretion.
- 9.7 If you are satisfied with our proposed actions or remedies we will close the complaint and record the findings for our continuous improvement program.
- 9.8 If you are not satisfied with our proposed actions or remedies, we will record this and you acknowledge that either party reserve the right to refer the complaint to the relevant federal, state or territory consumer protection agency or legal advisor.