

TERMS AND CONDITIONS

These terms and conditions constitute the full and complete service agreement (the "Agreement") between you (the "Customer") and Extreme Bright Services Pty Ltd (EBS) ("Company") of PO Box 659 Kingsgrove NSW 1480 Australia for the provision of services.

Our terms and conditions are subject to change without notice at our sole discretion. Please take some time to review.

1. DEFINITIONS

1.1 "Company" means Extreme Bright Services Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of EBS.

1.2 "Client" means the person, firm or corporate body together with any subsidiary or associated company to whom the cleaning services are supplied by the Company.

1.3 "Cleaner" – means the person or firm carrying out cleaning services on behalf of the Company.

1.4 "Services" means all Services provided by the Company to the Client at the Client's request from time to time.

1.5 "Price" means the price payable for the Services as agreed between the Company and the Client at the time of booking.

1.6 "Cleaning Visit" – means the visit to the Client's service address by the Cleaner in order to carry out the Service.

2. ACCEPTANCE

2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for, or accepts provision of, any Services.

2.2 Where the Client is a tenant (and therefore not the owner of the site where Services are to be provided) then the Client warrants that the Client has obtained the full consent of the owner for the Company to provide the Services at the owner's site. The Client acknowledges and agrees that they shall:

(a) upon request from the Company, Client shall provide evidence that they have such consent; and

(b) be personally liable for full payment of the Price for all Services provided under this agreement and to indemnify the Company against any claim made by the owner of the site.

3. CONTRACT

3.1. These Terms and Conditions represent a contract between the "Company" and the "Client".

3.2. The Client agrees that any use of The Company's services, including placing an order for services by

telephone, email, social media, or website forms shall constitute the Client's acceptance of these Terms and Conditions.

3.3. Unless otherwise agreed in writing these Terms and Conditions shall prevail over any other terms of business or purchase conditions put forward by The Client.

3.4. No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by a director of the Company.

3.5. The Company operates a minimum charge of 3 hours per cleaning visit unless other arrangements have been made.

4. PRICE/QUOTATION

4.1 At the Company's sole discretion, the Price shall be either:

(a) as specified on any invoice provided by the Company to the Client; or

(b) the Price as at the date of provision of the Services according to the Company's current price list; or

(c) the Company's quoted price (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.

4.2 The Company reserves the right to change the Price:

(a) if a variation to the Company's quotation is requested and/or any additional work requested that isn't covered in the original brief will be quoted separately and added to the original invoice.

(b) in the event the premise state of condition is not as fully disclosed by the Client.

(c) or because of increases to the Company in the cost of labour and/or materials which are beyond the control of the Company.

5. PAYMENT

5.1 Payment may be made by electronic/on-line banking and debit/credit card. If payment is made by debit/credit card, the terms by our Payment Provider are incorporated into this Agreement and will prevail over this Agreement to the extent of any inconsistency in relation to the provision

of the Payment Account. A 2.5% surcharge shall be charged in respect of a Card transaction. Surcharge Fees maybe amended or changed from time to time without prior notice.

5.2 Upfront payment of up to three (3) invoices shall be required and collected for new residential and commercial clients.

5.3 Payments of fees rendered by invoice are due within the dates stated on the invoice.

5.4 All accounts are payable no later than 7 (Seven) days from date or invoice unless otherwise agreed by The Company in writing.

5.5 If any additional hour/s or work is required, the payment must be made in full prior to or at the time of service.

5.6 Interest may be applied to any overdue accounts at a rate of 8.5%. Where payment has not been received, we reserve the right to withhold services, documents, and information, and have the right to cease to work on your account, and to terminate the engagement if payments are unduly delayed.

5.7 If payment is not made after 30 days of invoice, then the account will be passed to a collection's agency, after which a charge of 15% on top of the initial invoice due, will be added to the debt. The client agrees, as part of this contract, to pay this sum which represents our reasonable costs in collecting the unpaid amounts.

5.8 Unless otherwise expressly stated, all prices shall be in Australian Dollar and shall be exclusive of GST.

6. EQUIPMENT

6.1. Cleaning materials are provided by the Company. If you require us to use your solutions or equipment, they must be safe to use/operate, in full working order and must not require any special skills to be used for the purpose of cleaning.

6.2. If the Client has equipment that is complicated to operate, the Client must provide clear and detailed instructions to the Cleaner.

6.3. If the Client requires the Cleaner to use their own materials and equipment including vacuum cleaner the Company cannot accept any liability should anything go wrong with either the equipment or the outcome of using it.

7. PROVISION OF THE SERVICES

7.1 The Services shall be provided within the Company's normal trading hours.

7.2 The Client shall be responsible to ensure any requested commencement and completion date is realistic and truthful for the Company to provide the Services by the

requested deadline. The Company shall not be liable for any loss suffered by the Client where any requested date/s is inaccurate, unattainable, or unreasonable.

7.3 The Company shall NOT be responsible for the disposal of health risk items, however, the removal of these sanitary items by the Company may (at the sole discretion of the Company) be charged to the Client in addition to the Price.

7.4 The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with a late arrival of Company operatives at the service address. The Company endeavors to be right on time on any visit but sometimes due to transport related and other problems which are beyond the Company's control, the Company operatives may arrive with a delay, or the cleaning visit may be re-scheduled.

7.5 The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs, or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with –

1. A cleaning job not complete due to the lack of water or electricity.

2. Third party entering or present at the Client's premises during the cleaning process.

3. Any existing damage to Client's property in the form of old stains/burns/spillages etc. which cannot be cleaned/removed completely.

4. The premises to be cleaned is of health hazard and not suitable for cleaning.

7.6 The Client understands that the price he/she has been quoted does not include anything apart from the list of tasks he/she requested. Any cleaning outside the booking scope will cost extra.

7.7 The Company will not be responsible for triggering any alarm systems. The Client should give any special instructions for deactivation/activation of any alarm systems.

8. SUPPLEMENTARY TERMS

8.1. If the Client requests keys to be collected from a third party's address, then a \$45 charge will apply the charge will cover only the pickup of keys. If said keys need to be returned back to the third party's address or any other address additional charge of \$45.00 will apply.

8.2. The Company reserves the right to re-evaluate rates at any time should the Client's initial list of tasks changes.

8.3. The Company reserves the right to requote a service to reflect the monetary value required to complete the service to an acceptable state, in the state, that our cleaning teams arrive at the premises and discover that the premises are larger, dirtier, and not cleared of belongings, containing large volumes of rubbish, or adding more tasks/services to be completed as requested by the client.

8.4 If any estimates of how long it will take to complete the job are being provided those are only estimates based on the average time it takes to clean a home or an office of similar size to the Client's, it being difficult to calculate precisely how long such tasks may take and that a degree of flexibility may be required. Please note that one off cleans may take longer to complete due to longer intervals between cleaning sessions, number and type of cleaning tasks required, when compared to the regular maintenance cleaning of the same property.

8.5 The Company shall endeavor to arrange a replacement cleaner if your regular cleaner cannot attend a scheduled visit and will inform the Client prior to the visit.

8.6. Post Construction Cleaning (Builders Cleaning), Spring Cleaning or badly neglected homes may take up to three times longer than a well-maintained home requiring general cleaning. Therefore, the Company advises the Client to ask for our specialist cleaning services: Builders Cleaning.

8.7 The cleaners are not allowed to hand wash any items of clothing belonging to the Client. The Company advises that our operatives can only use a washing machine for such tasks.

8.8 All fragile and highly breakable items must be secured or removed by the Client before the start of clean.

8.9 The Company reserves the right to make reasonable changes to the Terms and Conditions in agreement with the other party.

9. CLIENT'S RESPONSIBILITIES

9.1 The Client shall ensure that the Company has always clear and free access to the site to enable them to provide the Services. The Company shall not be liable for any loss or damage to the site, unless due to the negligence of the Company. In the event provision of the Services are delayed due to inadequate access, then the Company reserves the right to charge the normal rate per hour as a call out fee and visit maybe rescheduled.

9.2 The Client acknowledges and agrees that it is their responsibility to always provide the Company with an adequate free source of water and power to enable the Company to provide the Services. In the event the Services are delayed due to inadequate supply of the same, then the Company reserves the right to charge the normal rate per hour, in addition to the Price, until the Company can

commence the Services or apply call our fee and re-schedule the visit.

9.3 The Client shall be responsible to ensure that the site is reasonably ready for the Company to commence the Services. Any items that can become an obstruction must be removed prior to the cleaning service. The Company will take no responsibility for any items being moved before or after the cleaning.

9.4 The Client shall be responsible to fulfil any special conditions / requirements that may affect the Company providing the Services at the site (including, but not limited to, health and safety equipment and/or work site inductions).

10. COMPLAINTS AND CLAIMS

10.1 The Client understands that complaints must be reported within 24 hours from the service date. All complaints are taken seriously. If you are not happy with any aspect of our service, please call us as soon as possible and give us the chance to rectify it.

10.2 The Company requires the presence of the client or his/her representative in the beginning and at the end of the cleaning session so an inspection can be carried out and if any corrections are needed, should be made on the same day. If a client is not completely satisfied with the cleaning services. The Company will re-clean any areas before the completion of the service on the same day.

10.3 If the Client has scheduled an inventory check, then it must be scheduled to commence no later than 24 hours after the cleaning job has been done.

10.4 Key replacement/locksmith fees are paid only if keys are lost by our team cleaners.

10.5 Client should appreciate that carpets often will not have a consistent appearance after cleaning due to differences in wear and tear. Sunlight will sometimes cause fading in areas of the carpet and cleaning cannot rectify this. Stains are not always visible before dirt is removed and it may not be possible to remove those stains completely. EBS will use its best efforts to provide a good result, but clients are asked to be aware of these limitations which are common to all cleaning operations.

10.6 In case of damage, the Company will try to repair the item/s if both parties agree that EBS caused the damage. If the item/s cannot be repaired, the Company will rectify the problem through its insurance company by crediting the client with the item/s if it is proven to be caused by our team cleaners.

10.7 The Company's cleaners are required to take before and after photos with Client's approval as part of the documentation that visit have taken place.

11. CLIENT SATISFACTION

11.1 Client understands that he/she is not entitled to any refunds (see Clause 12.1)

11.2 If the client is not satisfied with the cleaning service provided and a complaint has been placed (see Clause 12.2) after the job has been completed, EBS reserves the right to return the "same cleaner" and re-clean any areas to client's satisfaction. Therefore, the Client must allow the cleaner to be returned and he/she should be always at present during the re-clean visit.

11.3 The Company reserves the right to return a cleaner NOT more than once.

12. REDO AND REFUND POLICY

12.1 The Company accepts redo clean but do NOT refund payments.

12.2 The "same cleaner" shall be sent out to do the redo clean on the following day to rectify the issue. If you wish for another cleaner for an ongoing visit, we will allocate new cleaner subject to availability.

12.3 To be eligible for a redo, the client accepts and understands that it must be reported within 24 hours from the service date. Failure to do so will not entitle the client for a redo policy and shall strictly impose the "No Refund Policy".

12.4 If payment is made by debit/credit card, where Client decides to cancel the job, the Company reserves the right not to include in the refund the surcharge fee of 2.5%.

13. CANCELLATION

13.1 The Client may suspend, postpone, or cancel the scheduled cleaning with at least two (2) working or business days' notice prior to the agreed scheduled visit. In the event that such notice has been given, the Company will endeavor to reschedule the Service subject to cleaners' availability.

13.2 In the event that the Client does not provide two (2) working or business days' notice prior to the commencement of the Service, the Client agrees to pay a cancellation fee of 50% (inclusive of GST) of the quote for administrative costs and loss.

13.3 The Clients agrees to pay 50% of the quote as a cancellation fee in the event of a lock-out caused by our cleaners being turned away, no one is home to let them in, no water or power available at client's premises or problem with client's keys. If keys are provided, our team cleaners must open the lock without any special efforts or skills.

13.4 If an initial deposit has been paid to EBS then client agrees that deposit funds may be used to cover the cancellation fee.

13.5 If payment is made by credit card, where Client decides to cancel the job within the allowable period of 24 hours prior to the agreed start time. EBS reserves the right not to include in the refund the surcharge fee of 2.5%.

14. AFTER CANCELLATION OF THE CLEANING SERVICE

14.1 By entering into a service agreement with the Company, the client agrees that after the termination of the cleaning service he/she will not hire or use any domestic services provided by a present or past cleaner introduced to the client by the Company.

14.2 These terms and conditions shall be governed by the relevant Australian law, and by agreeing to be bound by them, the client to submit to the exclusive jurisdiction of the relevant courts of Australia. EBS reserves the right to make any changes to any part of these terms and conditions without giving any prior notice.

15. INSURANCE

15.1 The Company has a Public and Property Liability Insurance. The policy will cover any accidental damages caused by a cleaner working on behalf of EBS, reported immediately on completion of service date.

15.2 The Company reserves the right to refuse to share any of the confidential company's documents.

16. PRIVACY POLICY

16.1 The Client acknowledges that any information provided by the Client may be used by Company for the purpose of providing the Services. The Company 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).

17. LAW & JURISDICTION

17.1 The Client and Company acknowledge and accept that this Agreement shall be construed and interpreted in accordance with the laws, and both agree to submit to the exclusive jurisdiction of the court in the event of any dispute.

18. SEVERABILITY

18.1 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.