


BOND CLEAN TERMS & CONDITIONS

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Port O'Call CLEANING

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INTRODUCTION

These Terms & Conditions outline the basis on which Port O' Call Cleaning Services ("we", "our") provides professional [bond/end-of-lease] cleaning services to our clients ("you"). They explain the nature of our services, your rights and responsibilities, and how we work together. By accepting our quote and/or paying a deposit, you confirm your agreement to these terms.

1. DEFINITIONS

In these Terms & Conditions, the following words have the meanings set out below:

- **Client** means the person or entity who books the Service, whether directly or through a managing agent or third party.
- **Service** refers to the cleaning tasks agreed upon in the Booking Confirmation and governed by Clause 3 (Scope of Agreement).
- **Bond Clean** means a detailed end-of-lease clean designed to meet real estate or property manager standards, as outlined in Clause 3.2.
- **Booking Confirmation** means the written or electronic confirmation issued by Port O' Call Cleaning Services that outlines the scope, date, time, and price of the Service.
- **Deposit** means the upfront payment required to secure a booking, as described in Clause 10.1.
- **Cancellation Fee** means the fee payable if a booking is cancelled within the timeframe specified in Clause 12.2.
- **Reschedule** means a change to the date or time of a confirmed booking, requested by the Client, as outlined in Clause 13.
- **Force Majeure** means any event beyond the reasonable control of either party, including but not limited to natural disasters, government restrictions, illness outbreaks, or extreme weather, as referenced in Clause 26.
- **Notice** means written communication delivered by email or other agreed method, as required under Clause 23.
- **Variation** means any agreed change to the scope, timing, or price of the Service, documented in writing and approved by both parties (see Clause 8).
- **Terms** refers to these Terms & Conditions, including any incorporated policies, schedules, or attachments.
- **Managing Agent** means a third party authorised to act on behalf of the Client, such as a real estate agent or property manager.
- **Business Days** means Monday to Friday, excluding public holidays in Queensland.
- **Clean Completion** means the point at which the cleaning team has completed the agreed tasks and vacated the premises, regardless of bond refund status.
- **Re-clean** means a follow-up clean offered under Clause 16, subject to eligibility and conditions.
- **Cleaning Schedule:** The agreed list of cleaning tasks for your property.
- **Heavily Soiled:** Condition requiring more time, effort, or specialised chemicals than an average property.

2. SCOPE OF AGREEMENT

- 2.1 These Terms & Conditions form the entire agreement between Port O' Call Cleaning Services and the Client for the provision of cleaning services across residential, commercial, and short-term rental properties, as booked and confirmed in writing.
- 2.2 The specific service type, inclusions, and pricing are as described in your booking confirmation, quote, or invoice, and must be read together with **Clause 4 – Our Role & Commitments** (service standards and limitations) and **Clause 9 – What is Not Included** (exclusions).
- 2.3 Our role, as further outlined in **Clause 4.1**, is to deliver professional, high-quality cleaning within the agreed scope and in accordance with relevant laws, regulations, and industry standards.
- 2.4 Any service outside the agreed booking scope is a variation and will only be carried out if approved in writing and priced in accordance with **Clause 8 – Pricing & Variations**.
- 2.5 This agreement applies to all services we perform for you, whether one-off, casual, or recurring, unless otherwise agreed in writing.
- 2.6 Your use of our services indicates acceptance of these Terms & Conditions, including related provisions on **Client Obligations** (Clause 7), **Payment** (Clause 10), **Cancellations & Rescheduling** (Clauses 12–14), and **Limitations of Liability** (Clause 24).

4. OUR ROLE & COMMITMENTS

4.1 Our Role

Port O' Call Cleaning Services provides professional cleaning services across residential, commercial, and short-term rental properties. Our role includes:

- Delivering high-quality cleaning tailored to the scope agreed upon at booking (see Clause 3)
- Assigning trained, insured, and professional staff to each job
- Communicating clearly and respectfully with clients before, during, and after service
- Operating in accordance with all relevant laws, regulations, and industry standards

4.2 Our Commitments to You

We are committed to:

- Providing services that reflect our core values of **integrity, reliability, and care**
- Treating every property with respect and discretion
- Responding promptly to feedback, concerns, or complaints (see Clause 20)
- Maintaining transparency in pricing, inclusions, and exclusions (see Clause 8 and Clause 9)
- Upholding safety standards for both clients and staff (see Clause 5 and Clause 18)

4.3 Limitations of Our Role

While we take pride in our work, our role does not include:

- Performing tasks outside the agreed scope or service type (see Clause 7)
- Managing third-party contractors, tradespeople, or property access outside our scheduled service
- Guaranteeing outcomes affected by pre-existing damage, wear and tear, or post-clean interference

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4.4 Our Values and Principles

At Port O' Call Cleaning, our work is guided by the values of **family first, integrity,** and a **grateful, positive attitude,** and grounded in the principles of **reliability, accountability,** and **teamwork.** We believe that strong families build strong communities, and we support both our clients and our team in creating more time for what matters most. We build trust through honest actions, own our responsibilities, and show up for each other with consistency and care. By working together, communicating openly, and celebrating the small wins, we create a workplace that's not only productive and professional — but also deeply supportive, resilient, and proud of the service we deliver.

5. EMPLOYEE STANDARDS & TRAINING

5.1 Professional Conduct

All Port O' Call Cleaning Services employees are expected to uphold the highest standards of professionalism, integrity, and respect in every client interaction. This includes:

- Arriving on time, in uniform, and ready to work
- Communicating courteously and clearly
- Respecting client property and privacy
- Following all safety protocols and service procedures

5.2 Training and Induction

Every employee undergoes a structured onboarding and induction process that includes:

- A values-based introduction to our company culture
- Detailed training on cleaning techniques, equipment use, and safety procedures
- Clear guidance on service standards, client expectations, and escalation protocols
- Review of relevant policies, including Work Health and Safety, Code of Conduct, and Complaints Handling

5.3 Ongoing Development

We are committed to continuous improvement and staff development. Employees may receive:

- Periodic refresher training on service quality, safety, and compliance
- Performance reviews and feedback aligned with our values and operational goals
- Opportunities for advancement based on experience, reliability, and leadership potential

5.4 Compliance and Accountability

All employees are required to comply with:

- The Cleaning Services Award 2020 and Fair Work Act obligations
 - Company policies and procedures, including Clause 3 (Scope of Agreement), Clause 20 (Complaints), and Clause 18 (Service Quality Assurance)
 - Any lawful directions given by management or supervisors
- Failure to meet these standards may result in retraining, performance management, or disciplinary action.

5.5 Client Assurance

We take pride in the calibre of our team. If a client has concerns about an employee's conduct or performance, we encourage prompt feedback via our Complaints procedure (Clause 20), and we will respond with fairness, transparency, and care.

6. CUSTOMER CONDUCT

We are committed to providing a safe and respectful environment for both clients and our team. Abusive, threatening, or discriminatory behaviour will not be tolerated. In serious cases, we may need to pause or end the service to protect our staff, and refunds may not apply in these circumstances.

7. CLIENT OBLIGATIONS

To help us deliver a safe, high-quality service, you agree to:

7.1 Provide Accurate Information

Ensure all booking details — including property access, service scope, and special instructions — are accurate and complete.

7.2 Ensure Safe Access

Provide safe, unobstructed access to the property at the scheduled time. This includes:

- Securing pets and notifying us of any hazards
- Ensuring someone is present if required for access
- Providing working keys, codes, or entry instructions

7.3 Prepare the Property

Before our arrival, please:

- Remove or secure valuables and fragile items
- Clear clutter from areas to be cleaned
- Notify us of any sensitive surfaces or areas to avoid

7.4 Respect Service Boundaries

Do not request tasks outside the agreed scope or service type. (See Clause 9)

Do not interfere with staff during service or allow third parties to enter the property until the clean is complete.

7.5 Post-Service Conduct

You may enter the property after our service to inspect the work for the purpose of identifying any issues covered by the Re-Clean Guarantee.

To ensure the accuracy of any re-clean or inspection, we ask that the property remain in the same condition after our team leaves. Using or accessing cleaned areas may affect eligibility for our re-clean guarantee. Please do not re-enter the property until:

- our team has completed any agreed re-clean, and
- the relevant inspection (by you or your managing agent) has taken place.

For customer-initiated concerns, **notify us within 24 hours of service completion** in accordance with Clause 16 (Re-Clean Guarantee).

For issues identified by a managing agent, ensure their written report is provided within the timeframe set out in Clause 17 (Bond Return Guarantee).

7.6 Impact on Insurance and Liability

Failure to meet these obligations may affect your eligibility for re-cleans, limit our liability (Clause 24), or void insurance coverage (Clause 21).

8. QUOTES, PRICING & VARIATIONS

8.1 Quotations

- All quotes are **estimates only**, based on average property and room sizes.
- We use reasonable endeavours to quote accurately; however, quotes may be revised if additional factors are identified by us or the Client.

8.2 Factors Affecting Price

Quotes may be revised where:

- The property is not as described (e.g., extra rooms, fixtures, or blinds).
- The property or specific areas are heavily soiled, requiring extra time, labour, or products to meet bond cleaning standards under the *Residential Tenancies and Rooming Act 2008*.
- Specialist cleaning is required (e.g., high-level windows, hazardous areas, specialist tools or skills).
- Additional or altered requirements are requested by the Client.
- Additional costs are incurred, including parking fees or key collection fees.
- Rubbish or personal effects must be removed.

8.3 Unsafe or High-Risk Areas

- We reserve the right not to clean any item or area that poses a safety risk (e.g., damaged electrical fittings, unsafe light fixtures, unsafe heights).
- If an item/area is excluded for safety reasons, the Client will be notified, and the Bond Return Guarantee will not apply to that area.

8.4 Wear and Tear

- Some fixtures may be subject to normal wear and tear or long-term staining/buildup that cannot be fully restored. Such items are excluded from the Bond Return Guarantee.

8.5 Variations Process

- If a price variation is required, we will contact the Client to agree before proceeding.
- Once agreed, you authorise payment of the variation amount before the work continues.
- If a variation is required to meet bond-cleaning standards and it is declined, we will continue with the agreed scope; however, the Bond Return Guarantee may not apply to the affected areas.

9. WHAT IS NOT INCLUDED

Our Services do not include:

- **Pre-existing damage, ingrained stains, or normal wear and tear** that cannot be restored through standard cleaning (see **Clauses 18.5**).
- **Unsafe or high-risk areas** where cleaning would pose a safety risk, or items excluded for Work Health and Safety reasons (see **Clause 8.3**).
- **Services outside the agreed scope** or specialist cleaning not included in your quotation (e.g., high-level windows, hazardous material removal), unless otherwise agreed in writing (see **Clause 8.2**).
- Any work or guarantee voided as a result of **inappropriate or abusive behaviour** towards our team (see **Clause 6 – Customer Conduct**).
- Services or areas where the **Bond Return Guarantee** does not apply due to exclusions in these Terms (see **Clause 17 - Bond Return Guarantee**).

Full inclusions and exclusions are available in our Bond Cleaning Inclusions and Exclusions document.

10. PAYMENT TERMS

10.1 Deposit

A **50% deposit** is payable upon acceptance of our quote. Your booking is not confirmed until this deposit is received.

10.2 Balance Payment

The remaining **50% balance** is due **no later than 24 hours before** the scheduled service start time.

10.3 Non-Payment Before Service

If the balance payment is not received before the clean is due to commence:

- We reserve the right to cancel the booking in accordance with our **Cancellations and Refunds** (see **Clause 12**).
- The applicable cancellation fee outlined in **Clause 12.2 – Cancellations** will apply.

10.4 Non-Payment After Service

If the clean is carried out and payment is not received within the agreed timeframe:

- We may request your Managing Agent to release funds from the bond to finalise the outstanding balance.
- Any shortfall between the bond refund amount and the outstanding balance remains payable by you, in line with our **Limitation of Liability** (see **Clause 24**) and **Insurance & Indemnity** provisions (see **Clause 21**).
- Payment recovery communications will be issued in accordance with **Notices** (see **Clause 23**).

10.5 Payment Methods

We accept payment via bank transfer, credit card, or other methods as advised in your booking confirmation. Payment details are provided on the invoice.

11. CURRENCY

All prices are in Australian Dollars (AUD).

12. CANCELLATIONS AND REFUNDS

12.1 General

- By making a booking, the Client **authorises Port O' Call Cleaning Services to charge applicable cancellation fees Clause 12.2** in accordance with this clause.

12.2 Client-Initiated Cancellations

- We understand plans can change. To ensure fair scheduling for all clients and our team, the following cancellation fees apply:
 - **48 hours or more before** the scheduled start time – no cancellation fee applies and any deposit will be refunded (less any agreed non-refundable component).
 - **Less than 48 hours before** the scheduled start time – a cancellation fee of **25% of the total booking cost** will be deducted from the deposit.
 - **Less than 24 hours before** – a cancellation fee of **50% of the total booking cost** applies (deposit is non-refundable).
- If cancellation is due to access issues, the **applicable cancellation fee will apply.**

12.3 Refunds

- Any eligible refunds will be processed back to the original payment method within a reasonable timeframe, less any applicable fees under this clause.

13. RESCHEDULING

13.1 By the Client

- To reschedule a **bond clean**, the Client must provide a **minimum of 48 hours' notice** before the scheduled start time.
- If less than 48 hours' notice is given, **the relevant cancellation fees in Clause 12.2** will apply.
- Rescheduling is **subject to availability** and must be confirmed in writing by our office.

13.2 By Port O' Call Cleaning Services

If we initiate a reschedule, we will:

- a. Provide prompt notice using the channels in **Clause 23 – Notices**;
- b. Offer a comparable alternative date/time as close as possible to the original booking;
- c. Honour the original quoted price and agreed service scope for the rescheduled booking;
- d. Take reasonable steps to minimise impact, especially for time-sensitive services; and
- e. Apply the refund provisions in **Clause 12.3** if the Client cannot accept any offered alternative.

14. RIGHT TO CANCEL OR RESCHEDULE BY PORT O' CALL CLEANING SERVICES

14.1 We reserve the right to cancel or reschedule a booking at any time if:

- The client has breached these Terms & Conditions;
- Access to the property is unsafe, unhygienic, or not as described at the time of booking;
- Payment has not been received in accordance with **Clause 10 – Payment Terms**;
- Circumstances beyond our reasonable control prevent us from carrying out the service.

14.2 Where possible, we will provide reasonable notice and offer to reschedule the booking in line with **Clause 13.2** and the provisions of **Clause 12 – Cancellations and Refunds**.

15. ACCESS TO PROPERTY

To enable us to complete your bond clean to the agreed standard, the Customer must:

15.1 Contact and Communication

- To help us complete your service efficiently, please ensure you're reachable from one hour before the start time until completion.
- If we cannot contact you and clarification is needed, this may affect the outcome or require a return visit.
- If a return visit is required due to non-contact, a return fee will apply based on the number of hours required at the Property.

15.2 Responsibility for Access

- It is **solely the Customer's responsibility** to provide access to the Property at the agreed start time.
- If we cannot access the property at the agreed time, a non-access fee may apply to cover our team's time and travel.
- Key collection and drop-off may be arranged in writing (SMS or email) with Port O' Call Cleaning Services. Additional charges apply for travel: \$38 per 10 km (or part thereof) from the Property, measured via the shortest route on Google Maps.

15.3 Failure to Provide Access

- Failure to gain access will incur our 50% cancellation fee - see Clause 12.2.

15.4 Access Conditions

- Cleaners require **unencumbered, unobstructed access** to all areas included in the service.
- Electricity and running water must be connected and operational for bond cleans. Without these, the Cleaner will perform the service to the best possible standard, but the **Bond Cleaning Guarantee will not apply**. In such cases, the Cleaner will contact you for further instruction.

15.5 Property Preparation

- Heavy items (over 5 kg — e.g., fridge, stove, washing machine, bookshelf) must be moved **before** the service at the Customer's own risk and cost, unless otherwise agreed in writing. If not moved, the Bond Cleaning Guarantee for those areas is void.
- All personal belongings (furniture, art, décor, etc.) must be removed before the service commences. While we exercise care, we accept no responsibility for damage during the service.

- All rubbish, inside and outside the Property (including in cupboards and drawers), must be removed prior to the service. We do not remove rubbish as part of the bond clean and will not apply the Bond Cleaning Guarantee if this is not done. Customers may negotiate rubbish removal with Port O' Call Cleaning Services at an additional cost.

15.6 Photography

- The Customer agrees to allow photographs to be taken before, during, and after the service, strictly for quality assurance and proof of service limitations.

16. RE-CLEAN GUARANTEE

We stand by the quality of our work. If you are not satisfied with the Service, you may request a re-clean under the following conditions:

16.1 Eligibility:

To qualify for a complimentary re-clean under this guarantee:

- The Customer must notify us in writing within **24 hours** of the Service being completed.
- The Managing Agent or Customer acting on behalf of the Managing Agent must notify us in writing within **3 Business Days** of the Service being completed.
- The request must clearly identify the specific areas or items of concern.
- The property must remain accessible and in substantially the same condition as at the time of the original Service.

16.2 Scope of Re-Clean:

- The re-clean will address only the issues listed in the approved request.
- It will not include additional tasks, areas, or items, not part of the original Service.
- The property must have running water, electricity, and safe access at the time of the re-clean.

16.3 Exclusion:

This guarantee does not apply where:

- The issues arise from events or conditions occurring after the original Service (e.g., new dirt, damage, or occupancy).
- The property was not in a condition suitable for cleaning at the time of the original Service.
- The request relates to areas or items excluded under Clause 7 (Service Limitations).

16.4 Limitations:

- **One complimentary re-clean per Service** is included under this guarantee, regardless of whether the request is made by the Customer, the Managing Agent, or the Customer on behalf of the Managing Agent.
- If a Managing Agent's report is received within the applicable timeframe (see Clause 18.1) **and it identifies new and distinct issues that were not raised or addressed in a prior re-clean for the same Service**, we may, at our sole discretion, provide an additional re-clean.
- Where a Customer requests a legitimate re-clean and a Managing Agent's report is expected or applicable, **we reserve the right to wait for the release of that report before carrying out the re-clean**. This is to ensure all issues are addressed in a single visit and to avoid multiple attendances for the same Service.
- Our re-clean guarantee is designed to ensure any concerns are resolved promptly. In most cases, a re-clean is the appropriate remedy under Australian Consumer Law.
- The re-clean will address only the issues listed in the approved request.

16.5 Re-Clean Process:

Where a re-clean request is accepted under this guarantee:

- **Request Confirmation** – We will confirm in writing the approved issues to be addressed.
- **Managing Agent's Report** – If applicable, we may wait for the release of the Managing Agent's report before scheduling the re-clean, to ensure all issues are addressed in a single visit.
- **Scheduling** – The re-clean will be booked at the earliest mutually available time, subject to property access and service area availability.
- **Attendance** – Our team will attend once to address the approved issues.
- **Completion** – The re-clean will be deemed complete once the approved issues have been addressed, unless otherwise required by law.

We want every clean to meet your expectations. If something's not right, we'll work with you to fix it — fairly, promptly, and within the scope of our service.

17. BOND RETURN GUARANTEE

17.1 Scope of Guarantee

- Port O' Call Cleaning Services provides a Bond Return Guarantee in accordance with the *Residential Tenancies and Rooming Act 2008*.
- Under this guarantee, if the Managing Agent identifies an issue with the cleaning we performed that:
 - Falls within the scope of the Service booked, and
 - Is within the bounds of these Terms & Conditions and our Bond Cleaning Inclusions and Exclusions,
 - We will return free of charge to rectify it in accordance with Clause 16 (Re-Clean Guarantee).

17.2 Service-Specific Coverage

- The guarantee only applies to the Service you engaged us for. For example, if you booked a bond clean but not a carpet clean, carpets are excluded.
- Certain items are excluded entirely — as detailed in our Bond Cleaning Inclusions and Exclusions.

17.3 Conditions for a Bond Re-Clean

- A bond re-clean will only be carried out upon receipt of the Managing Agent's written report clearly listing the issues, with supporting photographs where available.
- The request must be made within **3 Business Days** of the service being completed, or within the timeframe specified by the Managing Agent's final inspection, whichever is sooner.
- Where a Managing Agent's report is expected, we may wait for its release before attending, to ensure all issues are addressed in a single visit (see Clause 16.4).
- The re-clean will follow the process set out in Clause 16.5 and will address only the issues listed in the approved request.
- The Bond Return Guarantee is only available where the Client has **completed and returned the Bond Refund Authority Form** in accordance with Clause 7.7 (Client Obligations).

17.4 Limitations

In addition to the limitations in Clause 16.4, this guarantee does not cover:

- Natural events or conditions arising after the clean (e.g., settled dust, water marks, insects).
- Any situation where the property is not vacant after our clean, except where:
- Carpets are cleaned by a qualified cleaner authorised by us, or
- We have agreed otherwise in writing.
- Properties that have not had all furniture removed and all maintenance/repairs completed before the bond clean starts.
- Any third-party entry to the property after our clean and before the Managing Agent's exit inspection, including (but not limited to) contractors performing pest control, carpet cleaning, or maintenance services. This includes issues such as dead insects from pest control treatments or debris caused after our departure.
- Acts of God, including but not limited to flood, storm, fire, earthquake, or cyclone.

18. SERVICE QUALITY ASSURANCE

18.1 Commitment to Standards

We are committed to delivering all Services to the highest possible standard, using trained employees, approved products, and proven cleaning methods in line with industry best practice and our internal quality benchmarks.

18.2 Quality Control Measures

- Supervisors or authorised representatives may conduct inspections during or after the Service to ensure quality and compliance with the agreed cleaning schedule.
- Photographic evidence may be taken before, during, and after the Service, solely for quality assurance, record-keeping, and to support any Bond Return Guarantee or claims process.

18.3 Customer Feedback

We actively welcome your feedback. If you believe any part of the Service does not meet the agreed standard:

- You must notify us in writing within **24 hours** of Service completion (**see Clause 20 – Complaints**).
- All notifications will be handled in accordance with our Complaints procedure and, where applicable, our **Bond Return Guarantee** (Clause 17) or **Claims** process (Clause 19).

18.4 Rectification

Where an issue is verified to fall within our Service obligations, we will promptly:

- Arrange a re-clean in accordance with the Bond Return Guarantee; or
- Take other reasonable corrective measures agreed in writing with the Client.

18.5 Exclusions

Our service quality assurance does not cover:

- Issues outside the agreed scope of work.
- Matters excluded under these Terms, including wear and tear, unsafe areas, or conditions arising after the Service is completed.
- Situations where the property has not remained vacant, or where third-party entry (e.g., pest control, trades) has altered the condition of cleaned areas prior to the Managing Agent's inspection.

19. CLAIMS

19.1 No Refund Claims After Completion

- Because bond cleans are assessed based on the property's condition at completion, refund requests are generally not applicable once the service is finalised. However, our re-clean guarantee ensures any concerns are addressed.

19.2 Opportunity to Rectify

- Before engaging a third party to carry out any work you consider unsatisfactory, you must allow us:
- A reasonable opportunity to inspect the work, and/or
- To perform a re-clean in accordance with Clause 17 (Bond Return Guarantee).

19.3 Scope of Guarantee and Third-Party Services

- The Bond Return Guarantee applies **only** to bond cleaning services performed by us.
- Carpet cleaning and pest control are covered by the warranties of the independent contractors who provide those services.

19.4 Wear and Tear

- While all reasonable care is taken during the Service, some items — particularly older or fragile fixtures such as light fittings, fly screens, and other perishable plastics — may be prone to accidental breakage due to normal wear and tear.
- If you believe damage has occurred beyond wear and tear as a result of our Service, you must provide written notice with supporting photographs.

19.5 Exclusions and Waiver of Incidental Claims

- You agree to waive any right of claim against us for incidental costs, including (but not limited to) rent payable, loss of bond monies, or other consequential loss arising from the Service.
- Our guarantee does not extend to issues caused by **third-party entry to the property after our clean and before the Managing Agent conducts their exit report**, including (but not limited to) pest control, carpet cleaning or maintenance contractors. This includes any resulting debris or dead insects from pest treatments.

19.6 Proof and Responsibility for Damage

- Any claim for damage must be supported by clear evidence that the damage occurred during our Service. Acceptable evidence may include time-stamped photographs, written reports, or witness statements.
- Where fault is established, responsibility for the claim will rest with the party who performed the work — whether that is Port O' Call Cleaning Services or an independent contractor engaged by us.
- We will coordinate communication between the responsible party and the Customer. Both parties must exchange relevant contact details and provide reasonable property access for the purpose of inspecting, quoting, or repairing the damage.
- If the cause of the damage is disputed, we reserve the right to obtain an independent assessment before determining responsibility.

19.7 Incident Reporting

- You must notify us of any accident, breakage, property damage, or theft arising from the actions of our cleaners **within 24 hours** of Service completion.

20. COMPLAINTS

20.1 How to Lodge a Complaint

- All complaints must be made **in writing** and sent to **[your designated bookings/service email]**.
- Complaints must be received **within 24 hours** of the completed Service.

20.2 Required Information

Your written complaint must include:

- Your full name and contact number.
- The date of the complaint.
- A detailed description of the issue, including any relevant documentation, notes, and photographs.
- The resolution you are seeking.

20.3 Procedure

- Clients acknowledge that our complaints procedure is available on our website and agree to follow it.
- If the procedure is not followed, we reserve the right to dismiss the complaint or take no further action at our discretion.

20.4 Assessment and Resolution

- We will review the complaint and, where applicable, outline proposed actions or remedies.
- If you are satisfied with the proposed resolution, we will close the complaint and record the outcome for our continuous improvement processes.
- If you are not satisfied, the matter will be recorded and either party may refer the complaint to the relevant federal, state, or territory consumer protection agency or seek legal advice.

20.5 Link to Other Clauses

- Complaints relating to the quality of the bond clean will be handled in accordance with **Clause 17 (Bond Return Guarantee)**.
- All claims for damages or losses must comply with **Clause 19 (Claims)**.

21. INSURANCE & INDEMNITY

21.1 Our Insurance Coverage

Port O' Call Cleaning Services maintains appropriate insurance policies, including:

- **Public Liability Insurance** to cover accidental damage to property or injury to persons caused by our employees during the provision of services
- **Workers Compensation Insurance** in accordance with applicable legislation
- **Business Insurance** covering tools, equipment, and operational risks

21.2 Limitations of Coverage

Our insurance does not cover:

- Damage caused by pre-existing faults, wear and tear, or structural issues
- Loss or damage resulting from third-party interference after our service
- Items not disclosed or not accessible at the time of service
- Claims outside the scope of our service as defined in Clause 9 (What is Not Included) and Clause 18.5 (Service Quality Assurance - Exclusions)

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21.3 Client Responsibilities

Clients are responsible for:

- Ensuring safe and reasonable access to the property
 - Securing valuables and fragile items prior to service
 - Notifying us of any known risks, hazards, or sensitive areas
- Failure to do so may void insurance coverage or limit our liability.

21.4 Indemnity

To the extent permitted by law, you agree to indemnify and hold harmless Port O' Call Cleaning Services and its employees from any claims, losses, damages, or expenses arising from:

- Your breach of these Terms and Conditions
- Misrepresentation or failure to disclose relevant property information
- Actions of third parties not under our control

This indemnity does not apply to claims arising from our proven negligence or misconduct.

21.5 Claims Process

Any claim must be submitted in writing within **24 hours of service completion**, following the process outlined in Clause 20 (Complaints) and Clause 23 (Notices). Claims must include sufficient evidence and allow reasonable time for investigation.

22. PRIVACY & DATA HANDLING

22.1 Our Commitment

At Port O' Call Cleaning Services, we treat personal information with the same care and respect we show our people. We are committed to protecting privacy and handling data in a way that reflects our values of integrity, transparency, and trust.

22.2 Collection of Personal Information

We collect personal information from clients, staff, and contractors as necessary to deliver our services and operate our business. This may include names, contact details, addresses, employment records, and other relevant data.

22.3 Use and Disclosure

We use personal information only for legitimate business purposes, including:

- Providing cleaning services and managing bookings
- Communicating with clients and staff
- Administering employment and payroll
- Meeting legal and regulatory obligations

We do not sell or share personal information with third parties, except:

- Where required by law
- With trusted service providers (e.g. payroll, accounting, scheduling platforms) who support our operations
- With your consent

22.4 Storage and Security

We take reasonable steps to protect personal information from misuse, interference, loss, and unauthorised access. This includes secure digital systems, password protection, and restricted access to sensitive records.

22.5 Third-Party Platforms

Where we use third-party platforms (such as Xero, Deputy, or Google Workspace), personal information may be stored on external servers. We choose providers with strong privacy and security standards, and we take care to ensure data is handled appropriately.

22.6 Access and Correction

You may request access to your personal information or ask for corrections if you believe it is inaccurate. To do so, please contact us via the details provided in Clause 23 (Notices).

22.7 Privacy Concerns or Complaints

If you have concerns about how your personal information is handled, please contact us in writing. We will respond promptly in line with our Complaints procedure (Clause 20). If you are not satisfied with our response, you may contact the Office of the Australian Information Commissioner (OAIC).

23. NOTICES

23.1 How notices must be sent

All notices, requests, and other communications under these Terms must be made **in writing via email to office@portocallcleaning.com**. We do not accept notices by post, SMS, or social media.

23.2 Timeframes

Notices must be sent **within the relevant timeframe** specified in these Terms to avoid any applicable penalties or loss of rights.

23.3 Confirmation of receipt

- We will reply to all notice emails within **24 hours** of receipt, confirming we have received your correspondence.
- If you do not receive a reply within this period, you are strongly advised to follow up with a **phone call** to ensure your notice was received.

23.4 Client responsibility

It is the client's responsibility to ensure:

- Their email was successfully sent to the correct address; and
- The email did not "bounce" or fail to deliver.
- To avoid delays or impacts on guarantees, please ensure notices are sent to the correct email and follow up if you don't receive confirmation.

24. LIABILITY LIMITATION

24.1 General Limitation

To the maximum extent permitted by law, our total liability to you for any claim arising out of or in connection with the Services — whether in contract, tort (including negligence), statute or otherwise — is limited to the **total amount paid by you for the Service** in question.

24.2 What We Are Not Liable For

We take great care during every service. However, there are some situations outside our control where we cannot accept liability, including:

- Any **indirect, incidental, or consequential loss**, including loss of rent, bond monies, or future tenancy.
- Any **loss or damage caused by third parties**, including tradespeople, pest control contractors, or property managers entering the premises after our clean.
- Any **issues arising from Force Majeure events** (see Clause 26), including natural disasters, government restrictions, or major service disruptions.
- Any **damage or defects** that fall outside the scope of our Service or are excluded under Clause 9 (What is Not Included), Clause 9.4 (Wear and Tear), or Clause 18.5 (Service Quality Assurance - Exclusions).
- Any **claims resulting from failure to follow our Complaints procedure** (Clause 20) or failure to provide timely notice (Clause 23).

24.3 Proof and Process

- Any claim for loss or damage must be supported by clear evidence that the issue was caused directly by our Service and not by pre-existing conditions, wear and tear, or third-party interference.
- You must notify us of any claim within **24 hours** of Service completion, following the process outlined in Clause 20 (Complaints) and Clause 23 (Notices).
- If you fail to notify us within this timeframe or do not follow the required process, we may reject the claim.

24.4 Statutory Rights

Nothing in this clause limits your rights under the **Australian Consumer Law**, which may provide guarantees that cannot be excluded. Where applicable, our liability is limited to the remedies permitted under that law.

25. WARRANTIES

25.1 Our Promises to You

We warrant that:

- We will perform the Services with due care and skill, using trained cleaners and appropriate equipment and products.
- We will follow the agreed service scope and any specific inclusions confirmed in writing.
- We will comply with all relevant laws and safety standards when providing the Services.

25.2 Your Promises to Us

You warrant that:

- You have full authority to engage Us to perform the Services at the property.

Port Call **CLEANING**

Let us be your first port of call!

- You will provide accurate information about the property, including its size, features, and condition, before We begin work.
- The premises will be safe for Our staff to access and work in, including compliance with the *Work Health and Safety Act 2011 (Qld)*.
- You will not interfere with, or allow others to interfere with, Our staff or their work, and you will comply with Clause 6 (Customer Conduct).
- You will meet all payment obligations under these Terms.

25.3 What We Do Not Promise

- We do not warrant that every mark, stain, or defect can be removed, especially where damage is permanent, wear-and-tear is present, or surfaces/fixtures are degraded.
- We do not warrant outcomes where the property's condition, fixtures, or appliances are damaged, poorly maintained, or pose a health and safety risk.
- The Bond Return Guarantee does not apply in circumstances where exclusions in these Terms apply (see relevant clauses on unsafe areas, 7, and refusal of variations).

25.4 Legal Limits

- These warranties apply to the maximum extent permitted by law.
- Nothing in these Terms is intended to exclude any rights you have under the *Australian Consumer Law*, which may give you statutory guarantees that cannot be excluded.

26. FORCE MAJEURE

26.1 What this means

If something major, unexpected, and completely out of our control stops us — or you — from carrying out our obligations under these Terms, neither of us will be responsible for the delay or failure while that event is happening.

26.2 Examples of Force Majeure Events

- **Extreme natural events:** cyclones, floods, bushfires, earthquakes, tsunamis.
- **Government action:** lockdowns, travel bans, new laws, or orders preventing access to the premises.
- **Major service disruptions:** nationwide power outages, internet failure, or public transport strikes of a scale that halt operations.
- **Other extraordinary events:** war, terrorism, civil unrest.

26.3 What is not covered

- Seasonal or predictable weather (e.g., QLD wet season)
- Problems caused by poor planning, staffing shortages, or financial issues
- Anything within the control of the party claiming force majeure

26.4 What happens if it occurs

- The affected party must notify the other in writing as soon as reasonably possible, explaining the event and expected impact.
- Obligations are paused only for as long as the event actually prevents performance.
- Once the event ends, both parties must resume obligations promptly.

26.5 Rights if the event continues

If a Force Majeure Event continues for more than **14 days**, either party may end the affected part of the agreement by giving written notice, without penalty, to the other party.

27. GOVERNING LAW & JURISDICTION

These Terms and any agreement for the provision of Services by Us to You are governed by the laws in force in the State of Queensland, Australia. Both parties submit to the **exclusive jurisdiction** of the courts of Queensland, and any courts which may hear appeals from those courts.

Without limiting the above:

- This agreement is subject to and incorporates any rights, obligations, and guarantees provided under the **Australian Consumer Law** (Schedule 2 of the *Competition and Consumer Act 2010* (Cth)).
- Where relevant, We will comply with all applicable State and Federal legislation, including the *Fair Work Act 2009* (Cth), *Work Health and Safety Act 2011* (Qld), and the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) where it governs specific cleaning outcomes or tenancy matters.
- Any dispute, claim, or proceeding arising in connection with these Terms must be commenced in a court or tribunal of competent jurisdiction in Queensland, unless otherwise agreed in writing by both parties.

You agree that by engaging Our Services you waive any objection to proceedings being brought in those courts on the basis of venue or inconvenience.

28. ENTIRE AGREEMENT

These Terms & Conditions, together with:

- (a) our written quote or booking confirmation,
- (b) the Bond Clean Inclusions and Exclusions policy, and
- (c) any service-specific terms we provide to you in writing, form the entire agreement between Port O' Call Cleaning Services and the Client.

This agreement supersedes all prior understandings, representations, negotiations, or communications, whether oral or written, relating to the services.

No variation to this agreement will be effective unless made in writing and agreed by both parties (see **Clause 8 – Pricing & Variations**).