

Terms and Conditions - Property Maintenance Services

1. DEFINITIONS & INTERPRETATION

1.1 In these Terms & Conditions: "Customer" means the individual, company or organisation that is identified as the Customer in the Form of Agreement; "Contract" means the contract for property services between south coast pressure washer and the Customer comprising the Form of Agreement, these Terms & Conditions and the Schedule; "Services" means the services described in the Schedule; "Service Time" means the booked time for the Service and "Site" means the place or places identified in the Schedule where the Services are to be performed.

1.2 These Terms and Conditions are the only terms and conditions on which south coast pressure washer contracts with its customers and any other terms and conditions put forward by the Customer are excluded.

2. PROVISION OF SERVICES

2.1 South coast pressure washer will provide the Services in accordance with the Contract, including staff, equipment and materials unless otherwise agreed to in writing in the Schedule.

3. TRIAL PERIOD AND DURATION OF SERVICES

3.1 This Contract includes a trial period of four services starting from commencement of the Service. If the Customer is not satisfied with the Services provided after the trial period, this contract may be terminated by the customer. The termination needs to be made in writing and within 24 hours after the fourth Service has taken place.

If the Customer wishes to continue with the Services after the trial period, the initial period of the Contract is 12 months including the trial period unless a different period is specified in the Schedule. Unless terminated early in accordance with these Terms and Conditions, the Contract will continue after the initial period until it is terminated by either the Customer or south coast pressure washer giving at least one month's written notice to the other expiring at the end of a calendar month.

4. FEES AND PAYMENT

4.1 The minimum Service Fee is equivalent to one hour of Service within a distance of 5 km from the south coast pressure washer office, two hours within a distance of 5.1 km to 10 km, three hours within 10.1 km to 15 km, four hours within 15.1 km to 20 km, five hours within 20.1 km to 25 km and six hours plus within more than 25 km. For Services 20+ km from the south coast pressure washer office additional travel costs of \$0.76 per kilometre may apply for each Service. South coast pressure washer will submit invoices on a weekly, fortnightly or monthly basis and all invoices are due for payment within 7 days from the invoice date. Should any additional services be required ("Additional Services") falling outside the Services defined in the Schedule, south coast pressure washer will provide the Customer with a written quotation for those Additional Services itemising the costs of labour and materials. If the Customer approves this quotation in writing south coast pressure washer shall carry out the agreed Additional Services in accordance with the quotation and invoice the Customer additionally.

4.2 Any query concerning an invoice must be raised within one day of the date of issue and south coast pressure washer will respond promptly. The Customer is not entitled to withhold any payment without south coast pressure washer's prior written consent.

4.3 If any payment is not made on the due date south coast pressure washer is entitled to claim late payment fees. Outstanding accounts beyond 7 days will be charged interest of 1.75% daily until finalised. These entitlements do not affect the other rights of south coast pressure washer under the Contract.

4.4 All quoted charges are excluding GST

4.5 All charges are subject to increase without any notice from south coast pressure washer.

5. SERVICE CHANGES AND CANCELLATIONS

5.1 Service Changes and Cancellations shall be advised via email to **office@southcoastpressurewasher.com.au** and during south coast pressure washer's business hours; Services Changes and Cancellations submitted after business hours will be considered as received during business hours on the following day.

5.2 The Customer can cancel and amend a Service free of charge up to two (2) days before the Scheduled Service.

5.3 If the Customer cancels or amends a Service one (1) day before the Service is scheduled, the Customer will have to pay cancellation costs equivalent to 50% of the cancelled Service Fee/s.

5.4 If the Customer cancels or amends a Service less than one (1) day before the Service is scheduled to begin, the customer will have to pay cancellation costs equivalent to full payment of the cancelled Service Fee/s.

5.5 If the Customer cancels or amends a Service on the day of the Scheduled Service, on arrival of south coast pressure washer personnel, after the start of the service or during the service, cancellation costs will be equivalent to the full payment of the cancelled service/s unless the cancellation/s is due to justified emergency or unavoidable circumstances as described under clause 12 "Force majeure".

5.6 If south coast pressure washer is unable to fulfil a confirmed Service, it must notify the customer as soon as practicable.

6. SOUTH COAST PRESSURE WASHER OBLIGATION

6.1 South coast pressure washer will (as far as practicable) ensure that all its personnel are known to it and/or references have been obtained. The objective of south coast pressure washer is to ensure that its personnel are reliable and competent. The names of personnel working at the Site will be provided to the Customer on request.

6.2 South coast pressure washer will not knowingly engage any personnel under the age of 18.

6.3 Unless otherwise agreed to in writing in the Schedule, south coast pressure washer will provide equipment and materials for the Services. South coast pressure washer will ensure that all equipment and materials are removed from the Site at the end of each visit.

6.4 The Customer warrants that any material and equipment they supply for the use of south coast pressure washer personnel is safe to use and free from any defect. The Customer confirms that any ladder or step-ladder or an electric tool within the last 12 months has been checked by a qualified technician.

6.5 South coast pressure washer will during the lifetime of the Contract maintain adequate Public Liability Insurance with a reputable insurer.

7. CUSTOMER'S OBLIGATIONS

7.1 The Customer will grant access for the south coast pressure washer personnel during the agreed working hours and will take reasonable steps to ensure that the south coast pressure washer personnel are not obstructed in their duties by any of the Customer's personnel or other visitors to the Site. No access or obstructions will result in south coast pressure washer personnel leaving the Site and incur cancellation costs as per clause **5.4**.

7.2 The Customer will explain any alarm or security measures to south coast pressure washer representatives at the start of the Contract and will notify any changes before they are put into effect. Any call-out charges or other costs arising due to activation of alarms will be to the Customer's account even if an alarm is activated by south coast pressure washer personnel.

7.3 The Customer will ensure that the Site is and will during the Contract be and remain safe for work and that it will comply with all statutory requirements for the health and safety at work of the south coast pressure washer personnel. South coast pressure washer may withdraw its personnel from the Site if south coast pressure washer reasonably considers that they may be exposed to undue risk or danger, in which case cancellation costs will incur as per clause **5.4**. The Customer will allow south coast pressure washer staff to take photos of work areas before, during and after the services to be able to document the progress of the work and agrees that these photos may be used for south coast pressure washer advertising/portfolio reasons as long as they do not draw any conclusions about the customers. The Customer agrees to contact the south coast pressure washer office immediately if south coast pressure washer personnel is scheduled for a Service and someone staying at the Site or visiting the Site is suffering from a contagious disease (i.e. flu).

8. LOSS OF PROPERTY

8.1 South coast pressure washer will have no liability to the Customer for any loss of or damage to property of the Customer except to the extent that the loss or damage is (a) caused by the proven negligence or default of south coast pressure washer personnel and (b) is covered by the public liability insurance maintained by south coast pressure washer.

9. CUSTOMER COMPLAINTS

9.1 Any complaint about the performance of the Contract must be made in writing along with photographs to substantiate to south coast pressure washer's representative named in the Schedule within 24 hours of the occurrence and south coast pressure washer will take all necessary action, without cost to the Customer, to investigate and (unless it reasonably considers that the complaint was not justified) take any necessary remedial action.

9.2 In the absence of complaint it will be assumed that the Customer is satisfied with the south coast pressure washer's performance of the Contract.

10. SUSPENSION OF SERVICES

10.1 Failure by the Customer to pay any invoice in full within 7 days of the due date or to comply with any of its other obligations under the Contract will entitle south coast pressure washer to suspend its Services under the Contract until the invoices have been paid in full and the Customer has complied with its other obligations.

11. TERMINATION

11.1 Either party may terminate this Contract by not less than 30 days' written notice to the other expiring not earlier than the end of the initial period.

11.2 Either party may terminate the Contract by written notice at any time if the other:

(a) becomes insolvent, or has a liquidator, receiver or administrator appointed, or

(b) commits a breach of the Contract and, in the case of a breach that can be remedied, fails to remedy it within 21 days after written notice requiring it to be remedied.

11.3 If the Customer terminates the Contract without notice or with less notice than is agreed, the Customer agrees to compensate south coast pressure washer for loss of profit and for an amount equal to any costs it reasonably incurs with respect to personnel (including redundancy) as a result of the termination.

12. FORCE MAJEURE

12.1 South coast pressure washer will not be liable for any failure in the performance of any of its obligations under the Contract caused by factors outside its control (any act of "Force Majeure"). Any act of Force Majeure shall be notified as soon as possible and south coast pressure washer will take all reasonable steps to overcome the problem and resume its obligations. An act of Force Majeure shall have the effect of suspending south coast pressure washer's obligations under the Contract.

13. CONFIDENTIALITY

13.1 All information acquired by south coast pressure washer relating to the Customer's business will be treated by south coast pressure washer and its personnel as confidential and south coast pressure washer will not make any use or disclosure of it. The Customer will also keep confidential the terms of the Contract and all information it obtains concerning south coast pressure washer's business. The confidentiality obligations shall survive termination of the Contract.

14. NO SOLICITING OF SOUTH COAST PRESSURE WASHER PERSONNEL

14.1 During the Contract and for twelve months after its termination the Customer will not directly or indirectly engage or solicit either on its own account or on behalf of any other person the whole or part time services for any purpose of any of south coast pressure washer's personnel who work in any capacity under the Contract at the Site. The Customer will be liable to pay compensation to south coast pressure washer for any breach of this clause equal to twelve months' earnings of any person who is induced to leave south coast pressure washer.

15. LIABILITY

15.1 South coast pressure washer will have no liability to the Customer (in contract or in tort) for any loss of income, loss of profit or any other indirect or consequential loss. The south coast pressure washer's liability for any breach of contract or negligence in any month will be limited to the extent of any cover provided by Public Liability Insurance taken out by the south coast pressure washer. However, liability for death or injury caused by the negligence of south coast pressure washer is not limited.

16. LAW & DISPUTES

16.1 If a dispute occurs the parties will endeavour to resolve it amicably by direct negotiation between their respective chief executives or other senior managers.

16.2 Either party may require that any dispute that is not resolved by negotiation may be referred to mediation on the application of either party. In that case, unless otherwise agreed to, each of the parties is responsible for carrying its own costs and the parties must equally split the costs of any mediator who has been engaged.

16.3 Any dispute that is not resolved by negotiation or mediation will be finally settled by the laws and courts of NSW.

16.4 This agreement is to be governed according to the laws of New South Wales. Both parties agree to obey the jurisdiction of the courts of NSW.

17. WARRANTIES FOR PAINT WORK

17.1 South coast pressure washer warrants that, subject to the conditions of the Contract, it will not repair any defective workmanship which become apparent from the date of completion of the Services.

17.2 The warranty shall not extend to areas of the Services that have been subject to any of the following within the warranty period: yellowing of alkyd enamel paints, wilful damage, negligence, improper care and maintenance, excessive wear and tear, abnormal environmental conditions, non-compliance with any care instructions provided by south coast pressure washer, alteration of the Services, unauthorised repair of the Services, mechanical damage or use of adhesives. The Customer shall have no claim against south coast pressure washer for any Services subject to the above mentioned conditions.

17.3 The Customer shall indemnify south coast pressure washer against all costs incurred in inspecting the Services during the warranty period if any of the above mentioned conditions are discovered.

18. GENERAL

18.1 Entire Agreement. The Contract constitutes the entire agreement between the parties relating to its subject matter and supersedes all previous communications, representations and other arrangements, whether oral or written. The Customer acknowledges that no reliance is placed on any representation made by south coast pressure washer but not embodied in the Contract.

18.2 Waiver. No delay or failure by either party to exercise any of its rights under the Contract will operate as a waiver of them. To be effective, a waiver must be in writing.

18.3 Third Party Rights. The rights of a third party to enforce any right under the Contract or to enforce any term of the Contract under the Contracts (Rights of Third Parties) are excluded.

18.4 Severability. If any part of the Contract is held by a court to be unenforceable or invalid, the remaining provisions of the Contract will continue in effect.

18.5 Assignment. Neither party shall be entitled to assign any of their interests in the Contract to any third party without the prior written consent of the other party, such consent may be withheld or granted at that party's absolute discretion. This clause will not restrict south coast pressure washer from subcontracting any of its obligations.

18.6 Notices. Notices under the Contract must be given in writing and delivered to the address of the recipient.

18.7 ServiceM8. Once the customer has accepted the quote on ServiceM8 they are agreeing to the above terms and conditions.

18.8 Weather. South coast pressure washer have the right to cancel any scheduled job on the day of due to any weather conditions. South coast pressure washer will communicate with the customer to keep up to date regarding the cancellation and rescheduling appointments.