

Freshwater Exterior Cleaning Terms & Conditions

ABN: 27 401 397 854
Northern Rivers, NSW

1. Agreement

These Terms & Conditions ("Terms") apply to all services provided by Freshwater Exterior Cleaning ("we", "us", "our").

By accepting a quote, approving an invoice, issuing a work order, booking a service, or allowing works to commence, the client ("you", "your") agrees to these Terms.

These Terms apply to residential, strata, commercial, and industrial clients.

Nothing in these Terms excludes, restricts, or modifies any rights or remedies available under the **Australian Consumer Law** or applicable New South Wales legislation.

2. Services

Freshwater Exterior Cleaning provides exterior cleaning and maintenance services including:

- Roof cleaning
- Soft washing
- Pressure cleaning
- Gutter cleaning
- Solar panel cleaning
- Window cleaning
- Full building washes

All services are subject to:

- Site conditions
- Weather
- Safety requirements
- Access availability
- Structural condition of surfaces
- Any other circumstances outside our reasonable control

3. Quotes & Variations

Quotes are based on:

- Information provided by the Client
- Any site inspection conducted
- Reasonable assumptions regarding condition, access, and service requirements

Quotes are valid for **14 days** unless otherwise stated.

If actual site conditions differ from those disclosed or reasonably expected — including restricted access, safety risks, excessive contamination, structural defects, or additional labour or equipment requirements — we reserve the right to vary the quoted price.

Any additional work requested outside the quoted scope may be charged separately and will be discussed with the Client before proceeding wherever practical.

4. Client Responsibilities & Site Access

The Client must:

- Provide safe and unobstructed access to all work areas
- Ensure water supply and/or power is available where required
- Remove vehicles, equipment, and obstacles from work areas
- Secure pets
- Close all windows and doors
- Unlock gates and provide keys or access codes where required
- Notify us of any hazards, fragile materials, electrical risks, asbestos risks, or known structural defects

For commercial or strata sites, the Client must also:

- Ensure required inductions are arranged
- Ensure safe work zones are established
- Provide approval for roof or height access
- Notify tenants or occupants where required

Failure to provide safe access may result in delays, additional charges, or cancellation of works.

5. Work Health & Safety (NSW Compliance)

Freshwater Exterior Cleaning operates in accordance with the **Work Health and Safety Act 2011 (NSW)**.

Where required, we may use:

- Fall protection systems

- Harnesses and anchor points
- Elevated Work Platforms (EWP)
- Scissor lifts
- Traffic management controls

If site-specific safety requirements are not disclosed prior to quoting, additional charges may apply.

We reserve the right to refuse or postpone work where conditions are considered unsafe.

6. Exterior Cleaning Risk Acknowledgement

Exterior cleaning may reveal pre-existing deterioration not visible before cleaning.

The Client acknowledges that cleaning may expose:

- Oxidised or chalking paint
- Brittle roof tiles
- Loose ridge caps or pointing
- Cracked mortar
- Rusted gutters
- Deteriorated sealants
- Failing coatings
- Structural defects

Water may enter through pre-existing gaps, damaged flashing, deteriorated sealants, roofing defects, windows, doors, or other structural issues.

Freshwater Exterior Cleaning is not responsible for:

- Pre-existing defects
- Age-related deterioration
- Poor prior workmanship
- Structural weakness
- Previously damaged or unstable surfaces
- Water ingress caused by existing defects or building conditions outside our control

Cleaning does not repair leaks, structural defects, or building faults.

7. Roof Cleaning

Roof cleaning may involve soft washing, chemical treatment, or controlled pressure depending on roof type and condition.

The Client acknowledges:

- Walking on roofs carries inherent risk
- Roof tiles may crack due to brittleness or prior weakness
- High-pressure cleaning (if specifically requested) may remove paint or coatings
- Cleaning may reveal or expose existing leaks or roof defects

We are not liable for pre-existing roof damage, deterioration, or leaks identified during or after service.

8. Chemical Use & Soft Washing

We use professional-grade cleaning solutions in accordance with industry standards.

While reasonable care is taken:

- Chemicals may affect delicate, oxidised, poorly maintained, or pre-damaged surfaces
- Surrounding areas may experience temporary runoff
- Minor residue or streaking may occur

Organic growth may continue to break down naturally after treatment.

Final results may not be immediately visible and may continue to improve over several hours or, in some cases, several weeks depending on weather and treatment type.

Clients must notify us prior to service of any:

- Sensitive materials
- Specialty coatings
- Environmental concerns
- Areas requiring special handling

9. Window & Solar Panel Cleaning

We aim to improve visibility and remove surface contamination.

We do not guarantee removal of:

- Hard water staining
- Mineral deposits
- Etching
- Permanent discolouration
- Age-related degradation

Results vary depending on condition, material type, and prior maintenance.

10. Gutter Cleaning

Gutter cleaning includes removal of debris to restore water flow.

Flushing is not included unless specifically quoted.

Debris removed from gutters will be bagged or placed in a suitable on-site location unless otherwise agreed.

Removal from site is only included where specifically quoted.

We are not responsible for:

- Internal downpipe blockages
- Rusted-through gutters
- Existing leaks
- Poor drainage design

11. Commercial & Strata Provisions

For strata, commercial, or industrial works:

- The person engaging us warrants they have authority to approve the works
- Any required permits, approvals, or site restrictions must be disclosed before booking
- Access equipment requiring additional space or traffic control may incur additional charges
- After-hours or restricted-hour access must be disclosed in advance

Where access restrictions prevent completion, a return visit may incur additional charges.

12. Payment Terms

Accepted payment methods:

- Direct deposit

Unless otherwise agreed in writing, invoices are due **on the day of completion**.

Commercial or strata clients may be subject to separate agreed payment terms.

For overdue accounts:

- Interest may be charged in accordance with the applicable NSW penalty interest rate
- Recovery or legal costs may be added
- Future services may be withheld until payment is received

13. Cancellations & Rescheduling

Please provide at least **24 hours' notice** for cancellations or changes.

Cancellations with less than 24 hours' notice may incur a cancellation fee of up to **50% of the quoted amount**.

Where weather or site conditions are unsafe or unsuitable, Freshwater Exterior Cleaning may reschedule works to the next available suitable date at no penalty to either party.

We are not liable for delays caused by:

- Severe weather
- Equipment failure
- Supplier delays
- Site safety risks
- Events beyond our reasonable control

14. Rectification & Satisfaction

If you believe there is a fault with the service provided, please notify us within **48 hours** and provide supporting information where possible.

We will assess the concern and, where appropriate, be given a reasonable opportunity to rectify it.

Refunds are not provided for:

- Permanent staining
- Pre-existing damage
- Work outside the agreed scope
- Results limited by material condition
- Expectations beyond what can reasonably be achieved

To the extent permitted by law, our liability is limited to re-supplying the services or the amount paid for those services.

15. Limitation of Liability

To the maximum extent permitted by law:

- We are not liable for indirect, incidental, or consequential loss
- Liability is limited to re-supplying the services or the amount paid for those services

Nothing in these Terms excludes any rights under Australian Consumer Law.

16. Privacy

We collect only the personal information reasonably required to provide services, communicate with clients, and meet legal obligations.

All personal information is handled in accordance with the **Australian Privacy Principles**.

17. Amendments

We may update these Terms from time to time.

The version current at the date of booking or acceptance of quote applies.

18. Site Photography & Marketing

We may take photographs before, during, and after works for documentation, quality assurance, and record keeping.

Images may also be used for website or social media marketing.

We will not identify clients by name or disclose personal information without permission.

If you do not consent to marketing use of photographs, please notify us in writing before works commences.

By accepting this quote, you acknowledge and agree to Freshwater Exterior Cleaning's Terms & Conditions.

Contact -

Freshwater Exterior Cleaning

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Service Area: Northern Rivers NSW