



Pty.Ltd.

"For a Top Job and Top Service"

ABN: 97614025982

Topline Floor Care Standard Terms and Conditions.

DEFINITIONS:

"**Commencement Date**" means the date services are provided by TOPLINE at the Site. "**Site**" means the particular location or locations where the Customer has advised TOPLINE to provide services. "Customer" means any person, company, partnership or body corporate that engages TOPLINE and includes, where appropriate, any person who is actually or apparently authorised by the Customer to act on its behalf. "**TOPLINE**" means Topline Floor Care, 233 Youngs Crossing Road, Joyner, Queensland. 4500 and includes its contractors, agents, employees and representatives. "**Contract**" means any written agreement between TOPLINE and the Customer that is in place for the provision of specified services, whether on-going or not. "**Maintenance Agreement**" has the same meaning as a Contract.

GENERAL:

- a) Confirmation is required before work commences also a deposit may be required if requested. The deposit will be considered as payment required to purchase products or equipment required to complete the job. The product and equipment then becomes the property of the customer.
- b) TOPLINE reserves the right to amend the initial quotation, should the Customer's original requirements change.
- c) If a TOPLINE operative needs to collect keys from a third party's address outside the postal code of the site where work is to be carried out then charges may apply.
- d) The Customer agrees to clear obstructions, any other contractor's Site work must be completed and ready for cleaning before TOPLINE personnel arrival to the premises.
- e) The Customer agrees to provide free of charge power, water and any other facilities required for TOPLINE to provide service.
- f) All floor-cleaning prices are subject to a call out charge depending on the site location and is referenced in your TOPLINE quote/estimate.
- g) The Customer's responsibility is to arrange parking for the TOPLINE vehicle during the time spent at the Customer's premises. A Congestion charge can occur if the Customer's Site is unable to provide a close to parking.
- h) These terms and conditions are subject to change by TOPLINE.
- i) These terms and conditions must be read in conjunction with any Maintenance Agreement or Contract entered into by the Customer with TOPLINE.
- j) The customer authorises TOPLINE, if it requires doing so, to obtain a credit report or a credit worthiness report containing personal and/or commercial information concerning the Customer and/or the Customer's business from a credit reporting agency or another business.

CANCELLATION:

- a) The Customer may cancel the scheduled cleaning job at least 24 hours prior to the agreed start time. An administration fee of \$30.00 may be payable once a deposit has been received.
- b) The Customer agrees to pay 40% of the quote as a cancellation fee if the Customer cancels or changes the date/time less than 24 hours prior to the scheduled appointment.
- c) The Customer agrees to pay 40% of the quote as a cancellation fee in the event of a lock-out caused by our cleaners being turned away; other Site work in progress or not completed by other contractors, no one home to let them in; no water or power available at the Customer's Site.

PAYMENT TERMS:

- a) Invoices are due and payable within the payment terms specified on the TOPLINE tax invoice.
- b) If the Customer defaults in making payment to TOPLINE in accordance with the payment terms on the invoice, then TOPLINE may, in its absolute discretion, charge the Customer interest calculated on the portion of the Customer's account overdue from time to time at the rate of 2% per month from the date on which such default arose.
- c) The Customer agrees that should TOPLINE be forced to employ the services of a debt collection agency or institute legal proceedings in pursuit of payment, the Customer will be liable to pay all costs incurred. d) Invoices must be paid by the Customer notwithstanding any claims made by the Customer against TOPLINE.

CONFIDENTIALITY:

- a) The Customer is required to keep all aspects of TOPLINE's engagement confidential, including after the engagement has ceased.

CLAIMS:

- a) TOPLINE has Public and Employer's Liability Insurance. The policy will cover any accidental damages cost by any personal working on behalf of TOPLINE.

- b) The Customer accepts and understands that any damages must be reported within 24 hours from the date the service was carried out. Failure to do so will entitle the Customer to nothing. TOPLINE advises that the Customer or a Customer's Representative must be present at the time of completion of the service so an inspection can be carried out and any corrections made on site on the same day before operators leave the premises.
- c) In case of damage TOPLINE through its insurance company will repair or replace the item/s if TOPLINE agrees that it caused the damage.
- d) If the item/s cannot be repaired TOPLINE will rectify the problem through its insurance company by crediting the Customer with the item/s if it is proven to be by TOPLINE personnel. If a Customer is not completely satisfied with the cleaning services, TOPLINE will re-clean any areas and item/s before the completion of the service on the same day. All fragile and highly breakable item/s must be secured or removed. Items excluded from liability are: cash and jewellery.
- e) TOPLINE reserves the right not to continue with the service if on inspection, it is found that the material to be cleaned or treated is not suitable for cleaning or treatment. The call out along with an actual time on site charge will apply.
- f) TOPLINE also will not continue with the service if for example water or power is not available or if there is interference in the work from the Customer or any other person.
- g) Customers should appreciate that floors often will not have a consistent appearance after cleaning by reason of differences in wear and tear. Sunlight will sometimes cause fading in areas of the floor 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. TOPLINE will use its very best efforts to provide a good result but Customers are asked to be aware of these limitations which are common to all cleaning operations.

STAFF AND PERSONNEL:

- a) The Customer is prohibited from directing or disciplining any staff member or subcontractor employed by or engaged by TOPLINE.
- b) The Customer is prohibited from employing or engaging any staff member or subcontractor previously or presently working for TOPLINE at the Customer's Site/s. This prohibition extends for a period of 6 months after the Contract has ended or been terminated by either party.

TERMINATION AND DEFAULT:

- a) Where TOPLINE has been contracted to provide services on a regular or on-going basis, the Customer must provide TOPLINE with a notice period of four (4) weeks to terminate the Contract.
- b) If the Customer is in default of any term or condition, TOPLINE reserves the right to immediately and without notice, terminate any on-going service commitment or Contract. Furthermore, TOPLINE reserves the right to demand payment of all outstanding invoice amounts irrespective of the time allowed for payment by TOPLINE.
- c) TOPLINE reserves the right to pursue any other rights available as a result of the Customer defaulting on any term or condition.

PRICES AND CHARGES:

- a) On-going Services or Contracts are subject to price increases on the anniversary of Commencement, unless otherwise agreed to by both parties.
- b) Price increases will be equal to the latest published Consumer Price Index for the previous 12 month period for Australia (as published by the Australian Bureau of Statistics). TOPLINE, at its own discretion, reserves the right to increase the price of chemicals and materials to manufacturers price changes.

MOTOR VEHICLES AND EQUIPMENT:

- a) The Customer is prohibited from operating, moving or otherwise interfering with any equipment or motor vehicles owned by TOPLINE and used in the course of carrying-out the services, irrespective of whether the services have ceased or have been terminated.