

Terms and Conditions

All Services provided by Hazelclean Holdings Pty Ltd (A.C.N. 651 318 857) ("Hazelclean") to the client ("Client") are subject to the following Terms and Conditions.

1. Commencement

- 1.1 The Client proceeding with the Services constitutes their acknowledgement and acceptance of the Terms and Conditions detailed herein.

2. Quotes and Services

- 2.1 Hazelclean will issue a quote to the Client via email for the provision of the requested Services. Such quote is based on the Client's servicing requirements.
- 2.2 After the Client makes a standardised ongoing schedule for the provision of Services to be provided by Hazelclean, the schedule will remain ongoing and unchanged unless Hazelclean and the Client otherwise agreed in writing.
- 2.3 The Client is required to provide Hazelclean with a reasonable amount of notice and in any event at least 48 hours with regards to a change in the scope of Services and/or for any request to alter a standardised schedule. Such revisions may alter the fees for the Services which remain subject to agreement between Hazelclean and the Client.
- 2.4 All equipment and products required for the provision of the Services to the Client will be provided by Hazelclean however should the Client prefer their own equipment and/or products to be used Hazelclean will accommodate such request where reasonably able.
- 2.5 Hazelclean reserves the right to alter their prices by way or increase or decrease at any time and the Client will be provided with reasonable notice should this occur. The Client will be deemed to have accepted such alteration of the prices unless they notify Hazelclean in writing.

3. Charges and Payment

- 3.1 Subject to clause 3.5, a tax invoice for Services will be provided by Hazelclean to the Client via email upon completion of the Services valued at \$75.00 or more, otherwise a tax invoice can be provided via email on request.
- 3.2 Subject to clause 3.5, tax invoices from Hazelclean for provision of Services are payable within 7 days from the date of the invoice.
- 3.3 Charges are quoted exclusive of all taxes, including goods and services tax, duties or levies of any kind now in force or enacted in the future.
- 3.4 Payment for Services will be automatically debited from the Client's nominated payment method using the pre-approval payment system ("PAP System") adopted by Hazelclean after the Services have been completed.
- 3.5 Client's who pay for Services using the PAP System will have ongoing access through the associated customer portal to their tax invoices. Such tax invoices will not be sent separately to the Client.
- 3.6 The cost of any Services not described in the quote provided by Hazelclean will be in addition to the price within the quote.

4. Cancellation and Rescheduling Policy

- 4.1 Cancellation by the Client of Services must be made no later than twenty-four (24) hours' prior to the scheduled service. If cancellation occurs later than 24 hours before the service, Hazelclean reserves the right to charge 50% of the charges that the Client would have otherwise incurred for the Services cancelled. If a cancellation fee is levied on the client pursuant to this clause, such fees are payable within 7 days from the date of the invoice.
- 4.2 Hazelclean may accept a request by the Client to reschedule a booking for a service by the Customer within thirty (30) days or less prior to the original booking for the Services. If Hazelclean accepts such request no reschedule fee will be incurred by the Client however rescheduling of an appointment for the provision of Services is subject to availability and otherwise acceptance by Hazelclean.
- 4.3 If a Client wishes to cancel ongoing Services in their entirety provided by Hazelclean to the Client they must provide Hazelclean with fourteen (14) days' notice. Until the expiry of that fourteen (14) day notice period such Services will continue in the usual manner.

5. Client Responsibilities and Acknowledgements

- 5.1 Hazelclean's obligation to complete the Services for the Client remains subject to:
 - 5.1.1 the Client providing a safe working environment without any hazards, risks or dangers (or otherwise informing Hazelclean of the hazards, risks and/or dangers prior to Hazelclean agreeing to provide the Services);
 - 5.1.2 access to the area where the Services are to be carried out by Hazelclean being unobstructed or otherwise restricted as a result of the Client not providing keys, access pins/codes or similar;
 - 5.1.3 the Client ensuring that access to service utilities (water, electricity and rubbish bins) are available to Hazelclean to enable Hazelclean to complete the Services.
- 5.2 In the event that the Client's obligations in clause 5.1 are not adhered to, Hazelclean reserves their rights to cancel and/or otherwise discontinue the Services and in such circumstances 100% of the fee that would have otherwise been payable for completion of the Services will be payable by the Client upon provision of a valid tax invoice.
- 5.3 The Client acknowledges that Hazelclean do not and will not move any fragile or highly breakable items, antiques, musical instruments, expensive appliances, cash or similar.

6. Liability and Warranty

- 6.1 If the Client is unsatisfied with the Service, the obligations of Hazelclean under this warranty are limited to rectifying the Client's unsatisfaction (where deemed appropriate by Hazelclean) which is the Client's exclusive remedy unless other such remedies are available at State and/or Federal Law.
- 6.2 The Client indemnifies Hazelclean in respect of any claim, action, demand, loss, liability, cost, charge, expense, outgoing or payment suffered or incurred by the Hazelclean (including but not limited to for all legal costs and disbursements on a full

indemnity basis) arising from any breach or infringement of these Terms and Conditions.

7. Default

- 7.1 If the Client is in default of payment for Services provided by Hazelclean, Hazelclean reserve their rights to initiate legal proceedings to recover any amount outstanding, including penalty interest pursuant to the *Penalty Interest Rates Act 1983* or its successor and all costs including legal costs that Hazelclean incurs in recovering payment.
- 7.2 The Client authorises Hazelclean to take payment of all fees payable pursuant to these Terms and Conditions which remain unpaid when they fall due (including any penalties in accordance with clause 7.1 above).

8. Incident Management

- 8.1 Hazelclean reserves their rights to discontinue provision of the Services if at any time Hazelclean feel unsafe including by virtue of hazards within a specific area or an otherwise dangerous environment, as determined in Hazelclean's discretion.
- 8.2 Hazelclean will notify the Client no later than 12 hours of the occurrence of any accidents and/or damages that occur during Hazelclean's provision of the Services. Where possible, Hazelclean will provide photo evidence to the Client to describe the event that occurred.
- 8.3 The Client must provide written notification to Hazelclean of any accident, incident, damage and/or theft no later than within 12 hours of the Client becoming aware of the event. To the fullest extent permitted by law, compliance with this clause is a strict requirement to the Client's rights to make a claim against Hazelclean.

9. Termination

- 9.1 Either party may terminate the Agreement, with immediate effect, by notice in writing to the other party if the other party has committed a breach of these Terms and Conditions and fails to rectify such breach (if capable of rectification) within 7 days' notice in writing calling upon it to rectify such breach.
- 9.2 Any termination of the Agreement shall be without prejudice to any rights which either party may have against the other arising out of or connected with the Agreement.

10. Restriction On Direct Engagement

- 10.1 You acknowledge and understand that Hazelclean employees are not permitted to engage in direct services for you outside of the course of their employment with our company.
- 10.2 Accordingly you agree that not to approach or accept any approach from a Hazelclean employee to undertake services for you directly outside of the course of their employment with our company.

11. Severability

In the event that any or part of these Terms and Conditions shall be determined invalid, unlawful or unenforceable to any extent, such terms, conditions or provisions shall be severed from the remaining terms, conditions or provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

12. Force Majeure

Neither party shall be held liable or responsible to the other party or be deemed to have defaulted under or breached these Terms and Conditions for failure or delay in fulfilling or performing any term of these Terms and Conditions when such failure or delay is caused by or results from causes beyond the reasonable control of the non-performing party, including fires, floods, earthquakes, embargoes, shortages, epidemics, pandemics, quarantines, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotion, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority.

13. Governing law

These Terms and Conditions are governed by, and must be construed in accordance with, the laws of the State of Tasmania.

14. Miscellaneous

- 14.1 Any variations to the Agreement or these Terms and Conditions must be in writing signed by Hazelclean and the Client.
- 14.2 Hazelclean may capture photos and/or videos of the Services they are providing for social media and/or marketing purposes. The Client's consent will be sought prior to any such material being made available on a social media platform.
- 14.3 It is mandatory policy that Hazelclean staff are all fully vaccinated from Covid-19 which has been verified.
- 14.4 All notices required to be issued by the Client to Hazelclean must be made by email to hello@hazelclean.com.au
- 14.5 Feedback and/or complaints must be issued to hello@hazelclean.com.au who will address the feedback and/or complaint where required promptly and in any event no later than the Client's next reservation for Services (as the case may be).
- 14.6 For the purposes of these Terms and Conditions:
"Hazelclean" includes all staff members, officers, employees and assigns of Hazelclean; and
"Services" means the services provided by Hazelclean to the Client in accordance with any quote provided by Hazelclean to the Client or as otherwise agreed between them.