



"Enjoy A Clean & Healthy Home; Naturally"

Professional Domestic Cleaning Services

Terms & Conditions

This document contains the terms and conditions of the service we provide. Please ensure you review this agreement. Utilising our cleaning services constitutes your acceptance of the following terms and conditions.

Client Service Agreement

These terms & conditions constitute the full and complete service agreement (the "Agreement") between you (the "Client") and 1Eco Clean ("1Eco Clean") for the provision of services by 1Eco Clean.

Please take some time to review this Agreement. Utilising our service constitutes your acceptance of these terms & conditions.

1. Cleaning Services

1. Subject to the terms of this Agreement, 1Eco Clean agrees to provide domestic cleaning services (the "Service") to the Client at an address specified by the Client (the "Premises").
2. The Service will be for such cleaning duties as per the agreement with the Client at the time of the consultation.
3. 1Eco Clean will provide one or more cleaners (the "Cleaner") to attend the Premises to provide the Service at a time and date mutually agreed between 1Eco Clean and the Client (the "Service Time").
4. 1Eco Clean will provide all equipment required to undertake the Service.
5. 1Eco Clean endeavours to provide the Service faithfully, diligently and in a timely and professional manner.

2. Additions & Amendments

1. Any changes to the Service to be provided must be agreed by 1Eco Clean prior to the Service Time.
2. If the Client requires additional or other services at the time the Service is being performed, the Client must first contact 1Eco Clean by telephone, who may agree to provide the additional services in its absolute discretion. The

Cleaner is not authorised to agree to any changes to the Service being provided. The Client cannot request such changes directly from the Cleaner.

3. Client Representations & Warranties

The Client represents and warrants that:

1. it will provide a safe working environment at the Premises for the Cleaner to perform the Service;
2. the Cleaner will have clear and unobstructed access to those areas of the Premises requiring the Service;
3. it will provide the Cleaner with access to all services and utilities (including hot and cold water, electricity and rubbish bins) as required by the Cleaner to provide the Service;
4. it will advise 1Eco Clean prior to the commencement of the Service of any safety hazards, risks or dangers at the Premises;
5. it is authorised to use the Premises for provision of Service;
6. if the Client requires the Cleaner to clean behind or under any heavy items such as a bookcase, drawers or other furniture, it will move those items prior to the commencement of the Service; and
7. it will secure or remove any fragile, delicate, breakable or valuable items, including cash, jewellery, works of art, antiques, or items of sentimental value prior to the commencement of the Service.

4. Health & Safety Risks

In addition to the obligations and warranties set out in clause 3 above, the Client acknowledges and agrees that:

1. the Cleaner is entitled to undertake a job safety analysis before the commencement of any work to assess the health and safety risk at the Premises;
2. the Cleaner may, either before or during the provision of the Service not use or cease using any materials or cleaning equipment provided by the Client if the Cleaner thinks, in their absolute discretion, that the use of such materials or cleaning equipment poses a risk to health and safety.
3. the Cleaner may, either before or during the provision of the Service not provide or cease the provision of the Service where carrying out the Service presents, in the absolute discretion of the Cleaner, a risk to health and safety.

5. No Engagement of Cleaners

1. The Client acknowledges 1Eco Clean invests significant resources in recruiting, selecting and training its Cleaners. Unless 1Eco Clean gives prior written permission, the Client must not, directly or indirectly, engage, employ or contract with any Cleaner to provide domestic services to the Client or any associate of the client for any period during which services are

provided by 1Eco Clean or for a period within 12 months after the conclusion of any Service.

2. The Client acknowledges that 1Eco Clean may suffer loss and damage, including, without limitation consequential loss, as a result of a breach of this clause by the Client.

6. Consultations/Quotes

1. The Client may request a consultation by telephone, email or at the 1Eco Clean website.
2. At the time of booking the Client must provide details of any hazards, slippery surfaces, risks or dangers, ingrained dirt, grease or grime located at the Premises;
3. 1Eco Clean provides all quotations in a timely manner either at the consultation or the next working day if the service request is complex. All quotes are guaranteed for seven (7) days.
4. All services provided by 1Eco Clean are recurring. Therefore, the Client agrees to either set up a recurring direct debit to pay for the Service or will complete the 1Eco Clean direct debit form located at www.1ecoclean.com.au/direct-debit.pdf and submit to 1Eco Clean. This authorises 1Eco Clean to debit Client's account for an amount equal to any service and/or cancellation fees that may apply under this Agreement.
5. 1Eco Clean reserves the right not to accept a booking for any reason.

7. Payment Terms

1. The Client agrees to pay the price quoted by 1Eco Clean in full prior to or on the day of the Service, unless otherwise agreed in advance with 1Eco Clean.
2. If payment has not been made on the day of the Service, 1Eco Clean will use reasonable endeavours to contact the Client for payment. In the event that 1Eco Clean cannot contact the Client or payment is not made by the Service Time, the Client will be deemed to have cancelled the Service, and the Client must pay any cancellation fees or charges due set out in clause 16.
3. Payments may be made via direct debit or bank transfer. If the Client wishes to pay via alternative methods, 1Eco Clean must agree to this in writing. No payments are to be left with the Cleaners. Please submit direct debit requests to:

1Eco Clean
PO Box 1352
Hyde Park QLD 4812

Call 1Eco Clean on 4724 5442 for account details for direct debits.

8. GST

1. Unless specified otherwise, all prices and quotations are expressed to be GST exclusive amounts.
2. All services provided by 1Eco Clean attract GST.

9. Late Payment Fee

1. The Client agrees that if 1Eco Clean has not received payment in full for the Service by the Service date then a late payment fee of \$50 will apply. Interest will be charged at 12% per annum for each day that any amount remains outstanding thereafter.
2. In addition to the amounts set out above, the Client agrees to indemnify 1Eco Clean for all legal costs and other expenses incurred by 1Eco Clean in connection with a demand, action, or other proceeding (including mediation, out of court settlement or any action taken for recovery of debt from the Client) arising out of a breach of these terms including the failure by the Client to pay an amount by the due date.

10. Non-Appearance

If a Cleaner fails to attend the Premises within 1 hour of the Service Time and does not provide the requested Service, 1Eco Clean will provide the Client with either:

1. a full refund of payments made by the Client; or
2. offer to reschedule the Service at another time mutually agreed between the Client and 1Eco Clean.

11. Complaints

If the Client is dissatisfied for any reason with the Service provided, it must inform 1Eco Clean within 24 hours of completion of the Service. 1Eco Clean aims to achieve 100% client satisfaction and will strive to resolve the problem quickly and efficiently. Subject to clause 13, 1Eco Clean may, at its discretion, offer the Client either of the following:

1. provide the Service again without charge;
2. a partial or full refund
3. Any such resolution as deemed appropriate by 1Eco Clean.

12. Exclusions & Limitations

1. The only conditions and warranties which are binding on 1Eco Clean in respect of the state, quality or condition of goods and services supplied by 1Eco Clean to Clients are those imposed and required to be binding by statute (including the Trade Practices Act 1974).
2. To the extent permitted by statute, the liability, if any, of 1Eco Clean is, at 1Eco Clean's option, limited to and completely discharged by the re-supply of the Service. 1Eco Clean is not responsible for:
 - a. not completing or providing the Service as a result of a breach of a warranty by the Client in clause 3 (including a failure by the Client to provide a safe working environment or unencumbered access to the Premises); or

- b. not completing or providing the Service as a result of the Cleaner not proceeding for health and safety reasons under clause 4;
 - c. any loss or damage incurred by the Client or any third party as a result of the effects of a force majeure, being any event beyond the reasonable control of 1Eco Clean;
 - d. not completing or providing the Service due to an act or omission of the Client or any other person at the Premises during provision of the Service;
 - e. existing dirt, wear, damage or stains that can not be completely cleaned or removed;
 - f. any wear or discolouring of fabric or surfaces becoming more visible once dirt has been removed;
 - g. any loss incurred as a result of any breakage or damage to goods, items of value (including antiques, items of sentimental value) or the Premises; or
 - h. the cost of any key replacement or locksmith fees, unless keys were lost by 1Eco Clean or the Cleaner.
3. Except as provided in this clause, all conditions and warranties implied by law in respect of the state, quality or condition of the Service which may apart from this clause be binding on 1Eco Clean are excluded.
4. The Client acknowledges that the results of any services provided may vary depending on a number of factors (including materials used, equipment provided, time elapsed since Premises was last cleaned, and nature of cleaning required), and that 1Eco Clean gives no guarantee as to the actual results of the Service.
5. Except to the extent provided in this clause, 1Eco Clean has no liability (including liability in negligence) to any person for any loss or damage, consequential or otherwise, suffered or incurred by that person in relation to the products or services provided by 1Eco Clean (including any loss caused by, or resulting directly or indirectly from, any failure, defect or deficiency or any kind of or in the products used or services provided by 1Eco Clean).

13. Indemnity

The Client indemnifies 1Eco Clean against:

1. all losses or liabilities arising directly or indirectly as a result of the provision of the Service including all losses or liabilities caused as a result of a breach of the warranties of the Client set out in clause 3; and
2. all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by 1Eco Clean in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal and including any action taken for the recovery of a debt from the Client).

14. Accidents, Breakage, Damage & Theft

1. The Client must inform 1Eco Clean of any incident where an accident, breakage, damage to property or theft has occurred due to any act of the Cleaner within 24 hours of completion of the Service.

2. To the extent permitted by law, the Client is not entitled to claim any loss for any incident if the incident is not reported to 1Eco Clean within 24 hours of completion of the Service.
3. To the extent permitted by law, damage or loss to the following items is specifically excluded from the liability of 1Eco Clean under these terms and conditions: cash, jewellery, art, antiques, and items of sentimental value.

15. Cancellation Charges

1. The Client must provide 1Eco Clean with at least 48 hours notice prior to the Service Time, if they wish to suspend, postpone or cancel the Service for any reason.
2. In the event that such notice has been given, 1Eco Clean will endeavour to reschedule the Service if required.
3. In the event that the Client does not provide 48 hours notice prior to the commencement of the Service, the Client agrees to pay the cost for the Service as a 100% cancellation fee.

16. Charge For Non-Access To Premises

In the event that the Client does not provide unencumbered access the Premises for 1Eco Clean or its Cleaners to provide the Service, the Client agrees to pay the cost for the Service.

17. Privacy Policy

1. The Client acknowledges that any information provided by the Client may be used by 1Eco Clean for the purpose of providing the Service. 1Eco Clean agrees not to share any information provided by the Client with any third party not directly involved in the provision of the Service (unless required to do so by law).
2. The Client agrees to 1Eco Clean communicating with them electronically and/or via other means in order to provide the Service or for reasons related to the provision of the Service.
3. 1Eco Clean will take all reasonable precautions to protect personal information provided by the Client from loss, misuse, unauthorised access or disclosure, alteration or destruction.

18. Changes To This Agreement

1. 1Eco Clean reserves the right to update or modify these terms and conditions at any time without prior notice, and may do so by publishing an updated agreement on its website. Each updated agreement will take effect 24 hours after it has been published on the website.
2. The Client agrees that any use of the Service following any such change, constitutes their agreement to follow and be bound by the terms and conditions as changed.

19. Law & Jurisdiction

The Client and 1Eco Clean acknowledge and accept that this Agreement shall be construed and interpreted in accordance with the laws of the State of Queensland and both agree to submit to the exclusive jurisdiction of the courts of Queensland in the event of any dispute.

20. Severability

The Client agrees that if any term or provision is held invalid, void or unenforceable, then that provision will be considered severable and the remaining terms and provisions shall continue to be binding.

21. Termination

1. This Agreement may be terminated by the Client by providing at least 48 hours notice prior to the Service Time.
2. Subject to clause 18(c), 1Eco Clean may terminate this Agreement by providing the Client with at least 48 hours notice prior to the Service Time.
3. 1Eco Clean may terminate this Agreement with immediate effect if the Client is in breach of this Agreement, and in the opinion of 1Eco Clean, that breach is incapable of remedy.