

Terms and Conditions

Website Terms and Conditions

RECITALS

Amazing Cleaning Ladies Pty Ltd, ABN 73626697185 ("Amazing Cleaning Ladies") operates an online platform at www.amazingcleaningladies.com (the "Website") through which customers ("Users") can book a business for the provision of cleaning services, by submitting a booking request. Amazing Cleaning Ladies then matches the most suitable business from its database of businesses to the booking request. The business is in the business of providing cleaning services.

Amazing Cleaning Ladies does not offer the cleaning services itself but is a third party facilitator of the contracts between the user and the business. Accordingly, Amazing Cleaning Ladies can receive and confirm users' requests for services, issue invoices on behalf of the business and pass on payments to the business.

The user enters into two contractual relationships. The first contract being with Amazing Cleaning Ladies, governing the access to and use of the Website in accordance with the terms and conditions of this agreement. The second contract being with the business for the provision of the cleaning services ("Cleaning Agreement").

AND THE PARTIES HEREBY AGREE:

Access to and use of the Website is subject to the terms and conditions outlined in this agreement (the "Terms").

1. Definitions and Interpretation

1.1. In these Terms (including the recitals), unless the context otherwise requires:

"**Booking**" means the booking made by you on the Website for the provision of Cleaning services;

"**Booking System**" means the online system which enables you to make a Booking;

"**Cleaning Fee**" means the fee (inclusive of goods and service tax, if applicable) for the Cleaning services charged on an hourly basis or flat price, as advised by Amazing Cleaning Ladies from time to time;

"**Intellectual Property Rights**" means all present and future rights anywhere in the world in relation to copyright, trademarks, designs, patents or other proprietary rights, or any rights to registration of such rights whether existing before or after your access to the Website;

"**Payment Amount**" means the amount that you are required to pay for the Cleaning services under your Booking;

"**Site Content**" means all material, content and information made available on the Website including but not limited to written text, graphics, images, photographs, logos, trademarks, audio material, video material and any other forms of expression;

"**you**", "**your**" means you as the user of the Website.

1.2 In these Terms, unless the context otherwise requires:

(a) headings are for convenience only and do not affect its interpretation or construction;

(b) the singular includes the plural and vice versa;

(c) references to recitals, clauses, subclauses, paragraphs, annexures or schedules are references to recitals, clauses, subclauses, paragraphs, annexures and schedules of or to these Terms;

(d) words importing a gender include other genders;

(e) the word "person" means a natural person and any association, body or entity whether incorporated or not;

(f) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;

(g) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;

(h) all monetary amounts are in Australian currency;

(i) a reference to time refers to Eastern Standard Time;

(j) "includes" is not a word of limitation;

(k) no rule of construction applies to the disadvantage of a party because these Terms are prepared by (or on behalf of) that party;

(l) a reference to any thing is a reference to the whole and each part of it;

(m) a reference to a group of persons is a reference to all of them collectively and to each of them individually; and

(n) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document.

2. Terms and Conditions

2.1. Access to and use of this Website is governed by these Terms.

2.2. Amazing Cleaning Ladies periodically reviews the Terms and reserves the right to change the Terms, without any notice to you, by updating this document. You should review this document, as available on the Website, regularly as any changes to the Terms take immediate effect from the date of the publication on this document. Your continued use of the Website after any such changes are made will be deemed to constitute your acceptance of those changes.

2.3. You acknowledge that any hyperlinks or other redirection tools taking you to other operated by third parties that appear on the Website ("Third Party Sites") are not controlled by Amazing Cleaning Ladies and do not form part of the Website. You agree that you will not hold Amazing Cleaning Ladies liable or in any way accountable for anything that occurs on any Third Party Site.

3. Acceptance

3.1. In order to use this Website and make a Booking, you must first agree to the Terms.

3.2. You accept the Terms by:

- (a) creating a User Profile; and
- (b) clicking to accept/agree to the Terms.

3.3. Notwithstanding clause 3.2, you may not accept the Terms or access the Website if:

- (a) you are not of legal age to form a binding contract with Amazing Cleaning Ladies; or
 - (b) you are a person barred from entering into contracts under legislation,
- in which case, you must immediately leave the Website.

3.4. By accepting the Terms, you agree that this is clear and unequivocal proof that the Terms are not unconscionable, that there is no unfair bargaining power or position, that there is no duress, and that you have carefully read and understood the Terms.

3.5. If you do not understand any part of the Terms you should seek independent legal advice.

4. User Profile

4.1. You will be required to register your personal information, including your name, address, phone number and payment details on the Website in order to make a Booking.

4.2. You can create a username and password which are linked to your User Profile. The username and password are personal to you and are not transferable. You are responsible for all information posted on or transmitted via the Booking System by anyone using your username and password and any payments due for the Cleaning services acquired through the Booking System by anyone using your username and password. You should notify us of any breach of security of your username and password immediately.

4.3. Amazing Cleaning Ladies may delete or block User Profiles at its own discretion. Blocked users are prohibited from setting up a new User Profile.

5. Booking System

5.1. To make a Booking you must use the Booking System to request a Booking. You will receive a Booking request confirmation receipt from Amazing Cleaning Ladies after submitting your Booking request.

5.2. Amazing Cleaning Ladies will then make your contact details, location, requested time and the scope of the Cleaning Service available to their Business network. An available Business will then confirm their acceptance of the Booking.

5.3. You are able to select a preferred Business. Amazing Cleaning Ladies will take your preference into account when facilitating the Cleaning Service, however a specific Business cannot be guaranteed and will depend on the Business's availability.

5.4. Amazing Cleaning Ladies will not, in anyway, be involved in the Cleaning Agreement between you and the Business, aside from processing the Payment Amount on behalf of the Business and providing you with an invoice in accordance with clause 6.4.

5.5. If the requested Booking cannot be facilitated, Amazing Cleaning Ladies will arrange an alternative time for the Cleaning Service with you and a Business.

5.6. You are not permitted to engage the Cleaning services of a Business other than through the Booking System on the Website.

5.7. The Booking System is provided on the Website to enable you to make legitimate Bookings and to make payments for those Bookings, and for no other purposes.

5.8. You confirm that you are at least 18 years of age and possess the legal authority to use the Booking System in accordance with these Terms. You also agree that all information supplied by you in using the Website and the Booking System will be true and accurate at all times.

5.9. Any speculative, false or fraudulent Booking is prohibited. You agree that the Booking System will only be used to make legitimate Bookings for you or another person for whom you are legally authorised to act. You acknowledge that abuse of the Booking System may result in you being denied access to the Booking System.

5.10. Amazing Cleaning Ladies has the right at any time to add, change or withdraw functions available on the Website at its own discretion.

6. Payment

6.1. You agree that at the time of Booking, your payment details will be transferred to Amazing Cleaning Ladies's secure payment gateway.

6.2. Upon the successful booking of your Cleaning Service, you agree to the automatic debit of the Payment Amount to your nominated payment method. You must ensure that sufficient funds are available for debit at that time. Fees and charges relating to insufficient funds at time of debit will be passed onto you.

6.3. On receipt of the Payment Amount, Amazing Cleaning Ladies will hold the Payment Amount on behalf of the Business until such time as they are remitted to the Business, refunded to you (if you are entitled to a refund) or transferred to Amazing Cleaning Ladies in payment of our fees and charges. No interest will be payable by Amazing Cleaning Ladies to you or the Business on amounts held by Amazing Cleaning Ladies

6.4. Amazing Cleaning Ladies, on behalf and in the name of the Business, will issue you with an invoice.

6.5. Late Payments, if for any reason your payment does not go through by 7 days of the service being completed, you will be sent a PayPal invoice to be paid within 10 days. If you don't pay the account within 10 days you agree to pay a late fee of \$20 per day. If your account is still not paid after 14 days, it will be sent to collections. By using the services of Amazing Cleaning Ladies, you agree to pay a compounded late fee as well as any fees associated with collection of the debt.

7. Changes and Cancellations

7.1. You can cancel or amend a Booking on the Website, free of charge, up to 48 hours before the Cleaning Service is scheduled to begin. Cancellation or rescheduling directly with the Cleaner is not possible, such changes must be performed through the website or per email.

7.2. If you cancel or amend a Booking within 48-24 hours before the Cleaning Service is scheduled to begin, you will have to pay cancellation costs of \$20. If you cancel or amend a Booking within 24-2 hours before the Cleaning Service is scheduled to begin, you will have to pay cancellation costs of \$40. If you cancel or amend a Booking within 2-0 hours before the Cleaning Service is scheduled to begin, you will have to pay the full price of the booking.

7.3. You cannot amend, extend or cancel a Booking during the performance of the Services.

7.4. The Cleaning Agreement shall expire once the Cleaning services under the Booking have been performed.

7.5. If the Business is unable to fulfil a confirmed Booking (in full or part), we will attempt to find you a replacement Business. If we cannot find you an alternative Business, we will reschedule your Booking to a new time which suits you. If we cannot find a suitable time for you, you may cancel the Booking at no charge.

8. Cleaning services

8.1. Amazing Cleaning Ladies operates the Website as a third party facilitator for the Cleaning services and provides you with the platform to purchase the Cleaning services.

8.2. Amazing Cleaning Ladies is not an agent or broker for you or the Business. You enter into any transaction with a Business entirely at your own risk.

8.3. Amazing Cleaning Ladies uses their best efforts to monitor the Cleaning services offered by a Business. However, Amazing Cleaning Ladies does not make any representation as to the safety, quality, condition or description of any products used or Cleaning services provided by Business. Any issues regarding safety, quality, condition or description should be notified to Amazing Cleaning Ladies, who will then pass the issue onto the Business designated to your Booking. You should refer to the terms and conditions of your Cleaning Agreement for further information.

8.4. All bookings are subject to Business availability.

9. Termination

9.1. Amazing Cleaning Ladies may at its discretion terminate your use of, or access to, the Website at any time. If this happens we may notify you by email. If your use of the Website is terminated:

- (a) you are no longer authorised to access the Website or use any other Amazing Cleaning Ladies services with the email address you used to register with the Website or any other email address you possess;
- (b) you will continue to be subject to and bound by all restrictions imposed on you by the Terms; and
- (c) all licences granted by you and all disclaimers by Amazing Cleaning Ladies and limitations of Amazing Cleaning Ladies's liability set out in the Terms or elsewhere on the Website will survive termination.

9.2. You may terminate this agreement by emailing Amazing Cleaning Ladies at amazingcleaningladies@outlook.com

Amazing Cleaning Ladies will disable your User Profile within fourteen (14) days of receipt of the email requesting termination of your User Profile.

9.3. Amazing Cleaning Ladies reserves the right to deduct any outstanding fees and charges owing to Amazing Cleaning Ladies and/or the Business on your User Profile prior to disabling it.

10. Dispute Resolution Policy

10.1. Amazing Cleaning Ladies will use reasonable endeavours to mediate any dispute concerning the use of the Website.

10.2. Disputes in relation to the Cleaning services carried out by a Business or any other issue will be referred, where appropriate, to external dispute resolution services or authorities.

11. Security of Payment

11.1. We have taken all practical steps from both a technical and systems perspective to ensure that all of your information is well protected. A secure payment gateway is used to process all transactions and credit card details. Amazing Cleaning Ladies does not give any warranty or make any representation regarding the strength or effectiveness of the secure payment gateway and is not responsible for events arising from unauthorised access to your information.

12. Privacy

- 12.1. Amazing Cleaning Ladies collects and stores the personal information you enter into the User Profile. The personal information collected by Amazing Cleaning Ladies will be maintained in accordance with our Privacy Policy available on the Website.
- 12.2. You agree that Amazing Cleaning Ladies will disclose your personal information, including your name, address and phone number to Business in order for the Business to carry out the Cleaning services.

13. Intellectual Property

13.1. The Site Content is protected by copyright and Amazing Cleaning Ladies reserves all Intellectual Property Rights which may subsist in the Site Content and/or the Website.

13.2. By accepting the Terms, you are granted a non-exclusive licence to:

- (a) view the Website;
- (b) print pages from the Website in its original form; and
- (c) download any material from the Website for caching purposes only.

13.3. You must not, without Amazing Cleaning Ladies' prior written consent which may be withheld at its absolute discretion:

- (a) copy, republish, reproduce, duplicate or extract Site Content;
- (b) redistribute, sell, rent or licence any Site Content; or
- (c) edit, modify or vary the Site Content.

14. Acceptable Use

14.1. You must not use, or cause this Website to be used, in any way which:

- (a) breaches any clause of the Terms;
- (b) infringes Amazing Cleaning Ladies's or any third party's Intellectual Property Rights;
- (c) is fraudulent, illegal or unlawful; or
- (d) causes impairment of the availability or accessibility of the Website.

14.2 You must not use, or cause this Website to be used, as a medium which stores, hosts, transmits sends or distributes any material which consists of:

- (a) spyware;
- (b) computer viruses;
- (c) Trojans;
- (d) worms;
- (e) keystroke loggers; or
- (f) any other malicious computer software.

15. Indemnity and Liability

15.1 General indemnity

You agree to indemnify Amazing Cleaning Ladies on demand, against any claim, action, damage, loss, liability, cost, charge, expense or payment which Amazing Cleaning Ladies may pay, suffer, incur or are liable for, in relation to any act you do or cause to be done, in breach of the Terms.

15.2 General limitation of liability

We will not be liable to you in contract, tort or equity in relation to any direct, indirect or consequential loss you incur in relation to the contents, use or reliance of Site Content or otherwise in connection with the Website.

15.3 Cleaning services Liability

To the extent permitted by law, Amazing Cleaning Ladies will not be responsible and will be excluded from all liability, for any loss or damage whatsoever (including personal injury, loss of life and damage to property) that you or another person may suffer in connection with the offer or supply of (or default in supplying) the Cleaning services.

15.4 Information accuracy

You acknowledge and agree that some of the Site Content may be provided by way of blogs or comments made by other users of the Website (i.e. Ratings), and that Amazing Cleaning Ladies does not accept any liability for the accuracy of such information or your reliance on the same. The Site Content is provided to you as general information only and is not intended to substitute or replace the advice of a duly qualified professional (where applicable).

15.5 Acceptance

By using this Website, you agree and accept that the indemnity and limitations of liability provided in this clause 16 are reasonable.

16. Warranties and Representations

16.1. The use of this Website is at your own risk. The Site Content and everything from the Website is provided to you on an "as is" and "as available" basis without warranty or condition of any kind.

16.2. None of Amazing Cleaning Ladies' affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors make any express or implied representation or warranty about the Site Content or Website.

17. General Provisions

17.1. Any provision of, or the application of any provision of these Terms which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.

17.2. Any provision of, or the application of any provision of these Terms which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

18.3. If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in these Terms.

18.4. These Terms shall be governed by and construed in accordance with the law for the time being applicable to New South Wales and you agree to submit to the non-exclusive jurisdiction of the Courts of New South Wales.

19. Unpaid Services

19.1. By using our cleaning services you agree to the following payment terms. Invoices are paid automatically from the stored card. If for any reason the stored card fails the invoice must be paid within 10 days of issue. Failure to do so will incur additional charges which are non-negotiable. After 10 days outstanding, a further \$20 will be added to the invoice as a late payment fee.

19.2. Any amount that is outstanding beyond 10 days will incur a daily late charge calculated at \$20 per day.

19.3. In the event where your overdue account is referred to a debt collection agency, lawfirm and or the NSW *New South Wales* Civil and Administrative Tribunal you will be liable for all costs which would be incurred as if the debt is collected in full, including legal demand costs, court costs and other miscellaneous costs associated with the collection of outstanding payment. .

19.4. Payment Options

Cash: We don't accept cash for all services. Giving cash to the cleaner will not be considered payment to Amazing Cleaning Ladies.

Credit/Debit Card: Amazing Cleaning Ladies uses the "Acuity" booking calendar system which is protected by Stripe and offers a secure payment gateway. All of your personal details are safe and confidential.

Over the Phone: We don't accept card details over the phone.

Paypal: We don't have the option to pay with PayPal.

Bank Transfer: We don't have the option to pay with bank transfer..

20. End of Lease Services

20.1. Booking an End of Lease clean

The house must be emptied and all rubbish removed already. No other people such as removalists or tenants are to come through the apartment after the clean for the bond back guarantee to be effective.

20.2. If a customer books a housekeeping service or spring clean when they are moving out from their home, the customer gives us the right to charge the End of Lease out cost to them and the bond back guarantee is not effective.

20.3. We will let the customer know as soon as it comes to our attention that we will be charging an End of Lease rate, via email and text message.

20.4. If the customer refuses to pay the excess, the customer gives us the right to cancel the job and charge a non-refundable fee equivalent to the cost for the booked service.