



CLEANING & PROPERTY SERVICES

# TERMS & CONDITIONS CONTRACTOR SERVICES

DATED THE 1st DAY OF JULY 2017

Star Express Cleaning & Property Services Pty Ltd

ABN 70 103 332 109

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## **Star Express Cleaning & Property Services Pty Ltd**

**ABN 70 103 332 109**

### **STANDARD TERMS AND CONDITIONS**

These are the Contractor (“we” or “our”) standard Terms and Conditions which will apply to every contract when you as the Customer engage the Contractor to perform its services. When providing our services, we may also need to supply product/s.

Please refer to our Privacy Policy linked on our home page for information relating to our collection, storage and use of the details you provide when engaging us to provide our service.

The Contractor reserves the right to amend these Terms and Conditions from time to time at its discretion. Any changes made in such revision take immediate effect without further notice.

### **ENGAGEMENT**

1. The Contractor represents and warrants that the Contractor has all the necessary skills, knowledge, experience and expertise to perform the services in a professional manner.
2. The Contractor holds all relevant licenses and permits required in order to allow the Contractor to perform the services. Where there are any applicable industry standards and codes, they will at all times be complied with by the Contractor. The Contractor and all the Contractor’s employees and permitted sub-contractors are properly qualified, experienced, licensed (where applicable) and competent to properly perform and will perform the service to the required standards and codes.
3. Where any manuals are required in order for the Customer to enjoy or use the services, the Contractor will provide these to the Customer in such form as the Customer may reasonably require and for no additional fee.
4. If an event occurs that is beyond the reasonable control of the Contractor which prevents the Contractor from performing the service on or by the date agreed, the Contractor will immediately notify the Customer and give an estimate of the time for completion of the service.



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5. Any quote(s) and document(s) and their content(s) are compiled using all known factors at the time of the inspection and / or the Customer's phone call description. Consequently, we cannot reasonably anticipate any additional item(s) that may present themselves during or after the quote period. Any additional charges will be paid by the Customer.
6. The Contractor will provide all equipment and materials as may be necessary to professionally perform the service. Unless otherwise agreed in writing all materials including products supplied will be new and or of high quality fit for their purpose. All Contractor equipment will be safe for use, be properly maintained and capable of being used to carry out the service.
7. If the Customer requires a variation to the service for any reason prior to completion of the service, the Contractor may provide a quotation for performing the service as varied which additional charges will be added to the price. If the Customer does not accept the quotation, the Contractor is not obliged to carry out the variation. If the variation is necessary due to unforeseen circumstances, the customer will incur the extra charges.
8. The Contractor may use sub-contractors to provide any of the service. In such circumstances, the Contractor will ensure that:
  - a) the sub-contractors so engaged are suitably qualified, hold all necessary licenses and are otherwise able to perform the service in a proper and professional manner;
  - b) the sub-contractors so engaged do not by act or omission do or not do anything that would if done or not done by the Contractor be a breach any of these terms;
  - c) The sub-contractors so engaged have current or necessary insurances.
  - d) The Contractor is only responsible for all agreed fees payable to sub-contractors upon job completion and customer satisfaction.

## ACCEPTANCE OF THESE TERMS

9. Any act by the Customer or those legally acting on behalf of the customer which requests the Contractor to begin performing any services or providing any materials will be deemed as acceptance to these Terms and Conditions.

10. Once these Terms and Conditions are accepted they are irrevocable and cannot be amended without the written consent of the Contractor.
11. In the event there is more than one party as a Customer to these Terms and Conditions, all Customers will be jointly liable for these Terms and Conditions.
12. Should the Customer cancel the engagement of the Contractor after it has been accepted, the Customer agrees they may be held liable for any costs incurred by the Contractor in relation to the provision of the services and/or provision of products up to the point of cancellation.
13. Customer agrees to pay a penalty in the event of a lock-out caused by our cleaners being turned away; no one home to let them in; or problem with customer's keys. If keys are provided by the customer / or collected from the agent / third party they must open the lock without any special efforts or skills. Charges of \$66 inc GST per key collection attempt / access attempt will be incurred or equivalent time deducted from cleaning allowances as a result of any delay.
14. Electricity and running water must be accessible within the property where the cleaning will be conducted. Failure to provide these is subject to \$66 inc GST non-refundable fee.

## QUOTES, INVOICES AND PAYMENT

15. A Quote provided by the Contractor will remain valid for seven (7) days unless otherwise stated on Quote. On expiry of that period, if the Customer wishes to proceed a new quote will need to be provided prior before the Contractor agrees to undertaking of the service and this will be decided at the Contractor's discretion.
16. The Customer will pay the Contractor's fee the day prior to services commencing unless you are an approved account holder. The price includes GST and is the full amount which the Customer will pay for the service unless Engagement Clause 5. action is required.
17. Due to consistent increases in premiums, insurance, products, protective gear, travel costs, and external associated factors Star Express prices increase by 5% each 9 month block and this allows us to consistently deliver a premium service and provide you with the very best products, training for staff and growth for the business to remain a leader in bespoke cleaning services in the Brisbane



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region.

18. The Contractor will issue a tax invoice for the service setting out the service performed, including but not limited to any variation and the date the service was performed. The tax invoice will also separately identify all expenses and any GST payable. This tax invoice will include the final price for the services performed and any goods provided, this price may vary from the quoted price at the discretion of the Contractor.
19. Payments
  - a) Bond cleaning services: Quoted amount, payment required in full prior to services commencing or at the Contractor's discretion.
  - b) Regular house cleaning service: Payment due on the day of service or at the Contractor's discretion.
  - c) Initial regular house cleaning service: Payment due on day of service or at the Contractor's discretion.
  - d) Any other services: Payment due on day of service or at the Contractor's discretion.

Payment for services can be made in the following manner:

- a) GeoPay – you'll receive a secure-link SMS which you can pay from your smartphone.
  - b) Visa or MasterCard over the phone or via our signed credit card payment form
  - c) Electronic funds transfer (EFT) to the Contractor's nominated bank account or by Cash deposit to the Contractor's nominated bank account.
20. Where the Customer fails to pay any tax invoice on or before the due date, the Customer agrees that the Contractor will add interest to the total outstanding amount at the rate of 3% interest per calendar month and that the Customer will be liable to pay an accrued interest in addition to the outstanding amount.
  21. In the event the Customer defaults in payment of an invoice, the customer shall indemnify the Contractor from any costs incurred by the Contractor in recovering the outstanding amount, including but not limited to solicitor's fees.
  22. The Customer is not entitled to deduct any invoiced amount from any amounts owing to the Customer by the Contractor.



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## OCCUPATIONAL HEALTH AND SAFETY/WORKPLACE HEALTH AND SAFETY

23. The Customer will ensure that, if the service is to be performed on the Customer's property, the Customer is authorized to occupy those premises and obtain the service.
24. The Customer will ensure that if the service is to be performed on the Customer's property, that at all times the property is safe and that all facilities provided by the Customer for the purposes of enabling the service to be performed are also safe.
25. The Customer will ensure that the Contractor will have unencumbered and unobstructed access to the area(s) of the premises requiring the service(s) and any interruption to this by the Customer or any third party associated to the Customer in any way shall void guarantee(s) and warranty(ies) associated with the service(s).
26. The Contractor will ensure that at all times in performing the service it uses safe and proper procedures and practices and that all its employees and Sub-contractors are properly trained and supervised and observe all proper safety practices. Where protective equipment, materials or clothing are required these will be provided by the Contractor and the Contractor will ensure that these are used at all relevant times.
27. The Contractor will at all times have current Insurance/s and will, on request with prior notice, provide evidence to the Customer of its currency.

## LIMITATION ON WARRANTY

28. The Contractor warrants that all the service it performs including any product it supplies as part of the service will be fit for its intended purpose, will be capable of being used by the Customer for its intended purpose and will perform in accordance within its applicable specifications (if any).
29. All statutory warranties that can be lawfully excluded are hereby expressly excluded.



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30. To the extent permitted by law, the Contractor is not liable for negligence or otherwise to any person including the Customer for any loss or damage including consequential loss suffered or incurred in relation to the Contractor's service or products supplied.
31. Where the service is not of the kind ordinarily required for personal, domestic or household use or consumption then the liability of the Contractor is limited pursuant to s.64A of the Competition and Consumer Act 2010 (Cth) to, at the discretion of the Contractor:
  - (a) the supplying of the service again; or
  - (b) The payment of the cost/s of having the service supplied again.

## DAMAGES / CLAIMS

32. Star Express Cleaning & Property Services Pty Ltd and Star Express Carpet Cleaning & Pest Control Pty Ltd each has public liability insurance. The policy will cover any accidental damages caused by an operative working on behalf of The Contractor. The customer accepts and understands that poor service; breakage/damage or theft must be reported within 24 hours from our service date. Failure to do so will entitle customer to nothing. The Contractor advises that the customer or a customer's representative must be present at the time of completion of the job so an inspection can be carried out and any corrections made on site on the same day. If the customer has scheduled an inventory check then it must be scheduled to commence no later than 24 hours after the cleaning job has been carried out. In case of damage The Contractor will repair the item at its cost and has the right to request proof of purchase and or photographic evidence of the manufacturer i.e. an image of product label to verify the items value. If the item cannot be repaired The Contractor will rectify the problem by crediting the customer with the item's present actual cash value toward a like replacement from a The Contractor's source upon payment of services rendered. If the customer is not completely satisfied with a cleaning job, The Contractor will re-clean any areas and items to customer's satisfaction and within the scope of the quote.
33. It is the Customer's responsibility that all fragile and highly breakable items must be secured or removed. Items excluded from liability are: cash, jewellery, items of sentimental value (the customer will be credited with the items present cash value), art and antiques. Key replacement/locksmith fees are paid only if our operatives lose keys. The contractor reserves the right not to be responsible for: cleaning job not complete due to the lack of suitable cleaning



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materials and/or equipment in full working order, hot water or power; third party entering or present at the customer's premises during the cleaning process; wear or discoloring of fabric/ materials becoming more visible once dirt has been removed; failing to remove old/permanent stains that cannot be removed using standard carpet cleaning / cleaning methods; existing damage or spillage that cannot be cleaned/removed completely including using provided by the customer cleaning materials and equipment or standard cleaning equipment; any damages caused by a faulty or not in full working order materials/equipment supplied by the customer; accidental damages worth \$50 or less; any accidental damages caused by our cleaners if the customer has an unpaid balance owed to The Contractor.

## JURISDICTION

34. It is agreed by the Parties that these Terms and Conditions will be construed in accordance with the Law of Queensland and each Party covenants that it submits to the jurisdiction of the Courts of Queensland for the resolution of any dispute under the Agreement.

## FORCE MAJEURE

35. Neither the Contractor nor the Customer shall be held liable for any breach of these terms where the breach arises from an act of God, war, natural disaster, terrorism or any other event beyond the reasonable control of either party.