



## Contractor Services Agreement

These terms and conditions constitute the full and complete service agreement (the "Agreement") between you (the "Contractor/Service Provider") and Oz City Cleaners and its subsidiaries (ABN 69 156 302 082) of PO Box 7211, Bondi Beach, NSW, 2026, Australia for the provision of services as an outsourced service provider.

Please take some time to review this Agreement. Use of your cleaners (hereinafter referred to as 'Service Provider') constitutes your acceptance of these terms and conditions.

**Whereas:** – Oz City Cleaners and its subsidiaries (hereinafter referred to as 'OCC') role is the role of an agent facilitating the communication, coordination and business transaction between the Service Provider and the end user who is making a cleaning service booking (hereinafter referred to as "The Customer").

### 1. Cleaning services

Subject to the terms of this Agreement, the Service Provider agrees to provide all types of cleaning including and not limited to domestic, construction or commercial cleaning services (the "Service") to OCC (if requested) or the Customer at the addresses specified (the "Premises").

- a. The Service will be for such cleaning duties as agreed with the Customer at the time of each booking and may vary when on site.
- b. The Service Provider will provide one or more highly skilled and experienced cleaners (the "Cleaner") to attend the Premises to provide the Service at a booked time and date (the "Service Time"). If more than two cleaners attend, you must inform OCC prior to starting the job.
- c. The Service Provider will conduct a standard rigorous screening, background and police checks and cleaning competency training on all cleaners prior to providing the Service.
- d. The Service Provider will assign a dedicated customer support representative, as well as allocate and regularly update availability of service teams as per booked services. The Service Provider understands that failing to promptly confirm and update the availability schedule may be considered as a breach of this Agreement.



- e. The Service Provider will comply with all laws and the requirements of any authority in the conduct of the Service, including obtaining and maintaining all necessary accreditations, permits, licenses, approvals, bonds and insurances required to operate. The Service Provider will provide OCC's clients, if required with evidence of such documents when requested.
- f. The Cleaners will be employed or contracted by, trained (to a standard mutually set by both parties), and paid by the Service Provider, who has full responsibility and liability for all its obligations as employer and all its employees' entitlements as employees or contractor payments, statutory or otherwise including without limitation, all matters relating to the employees' superannuation, group tax, payroll tax, occupational health and safety and any other matters howsoever relating to their employment by the Service Provider.
- g. The Service Provider endeavors to provide the Service faithfully, diligently and in a timely and professional manner. If a Cleaner is convicted of a criminal offence, or is guilty of dishonesty, misconduct or disobeys any policies, procedures or instructions, the Service Provider must promptly bring it to the attention of OCC, and may be required to have the Cleaner stopped from servicing the Customers.
- h. The Service provider acknowledges that it is there responsibility to re-clean a property whereby the clean does not meet either the realtors, the clients or OCC's cleaning standards.
- i. The Service provider acknowledges that if they are unable to attend a re-clean, OCC reserves the right to send another cleaning team to complete the clean. Any charged incurred will be deducted from the Services Providers invoice.

### **1.1 Guarantee**

The Service Provider will provide each Customer with a service level guarantee. Whereby if certain elements of the cleaning checklist do not meet Customer's expectations, the Service Provider will return and re-clean the areas of concern, free of charge. The Service Provider will also continuously monitor the Customer's feedback to further insure a high level of standard.



## **2. Additions and amendments**

- a. Any changes to the Service to be provided must be agreed by OCC prior to the Service Time.
- b. If the Customer requires any additional services or variations at the time the Service is being performed, the Service Provider must first contact OCC 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 Customer must not request such changes directly from the Cleaner.

## **3. Representations and warranties**

The Service Provider acknowledges and agrees that OCC does not provide any representations or warranties in respect of safe working environment at the Premises for the Cleaner or Cleaners to carry out the Service.

## **4. Health and safety risks**

OCC acknowledges and agrees that:

- a. The Cleaner is entitled to undertake a job safety analysis before the commencement of the Service to assess the health and safety risk at the Premises.
- b. 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 Customer if the Cleaner's opinion, in their absolute discretion, that the use of such materials or cleaning equipment poses a risk to health and safety.
- c. 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 their absolute discretion, a risk to health and safety.

## **5. No engagement of clients**

- a. The Service Provider acknowledges that they are a representative of OCC when on site and we invest significant resources in marketing our services and sourcing clients. Unless OCC gives prior written permission, the Service Provider must not,



directly or indirectly, engage or contact any Customer to provide domestic or commercial services to the Customer or any associate of the customer for any period during which services are provided by OCC or for a period within 12 months after the conclusion of any Service.

b. The Service Provider acknowledges that OCC may suffer loss and damage, including, without limitation consequential loss, as a result of a breach of this clause by the Service Provider.

c. The Service Provider acknowledges that a penalty fee up to the sum of \$1000 will be applied in the above instances set out in clause 5a and 5b.

d. The Service Provider acknowledges they must not leave any business cards except OCC or attend site-wearing uniforms advertising their own company brand.

## **6. Job quotations**

a. Without limiting Clause 2, If at the commencement or during the course of providing the Service, it is apparent that the actual time of the Service will exceed the estimated number of hours provided, the Service Provider will provide the Customer and OCC with a request to adjust the cleaning hours approve the increased fee with client and OCC to complete the Service. This must be signed off on client signature form to ensure Service Provider payment.

b. The actual price payable to the Service Provider is calculated on the total number of hours worked by the Cleaner/s, multiplied by hourly rate of \$25, inclusive of GST.

The rates for carpet cleaning are:

Domestic –\$20 per room, Stairs \$20, Hallways free

Commercial carpet cleaning is \$1 per square metre

Pest Treatment \$70 internal/\$90 internal and external treatment

(All prices include GST)

c. If the Service Provider is not registered for GST the rates set out in clause 6b will be paid excluding the GST sum.

d. The Service Provider must not discuss with the clients their own rate of pay.



## 7. Bookings

a. The Customer must make a booking by contacting OCC or its subsidiaries websites. If a customer books through the Service Provider clause 5 will be deemed valid.

## 8. Payment terms

a. Service Provider payments are made via bank transfer on the 15<sup>th</sup> or 30<sup>th</sup>/31<sup>st</sup> of each month. Note if it falls on a weekend then the payment will be processed on the next business day.

b. Your final summary invoice, outlining jobs worked within the billable period must be received one week prior to scheduled payment date. This ensures sufficient time to check the document and process payment.

c. The Service Provider agrees to raise invoices for each job worked prior to scheduled payment days and send through all client sign off forms.

d. The Service Provider agrees to fill out Subcontractors Declaration Forms

e. In the event of any claim by the client against the Service Provider payment may be withheld and settled only in the event the claim is resolved.

f. The Service Provider agrees that payment may be withheld if client sign off forms are not completed.

g. If a Service Provider has been given keys to a property they acknowledge that it is their responsibility to maintain safekeeping of them and loss of such item will be at their own risk. OCC accepts no liability and responsibility within this area.

## 9. GST

a. Unless specified otherwise, all prices and quotations are expressed to be GST inclusive amounts.

b. For the purpose of this Clause 9, "GST" means any past, present or future goods and services taxes, consumption taxes or value added taxes that apply in Australia and includes GST within the meaning of GST Law. "GST Law" means any law of the



Commonwealth or a State or Territory of Australia that relates to the administration of a goods or services tax and includes *A New Tax System (Goods & Services Tax) Act 1999 (Cth)* as amended.

## **10. Non-Appearance**

If the Service Provider fails to attend the Premises within **2 hours** of the booked Service Time and does not provide the requested Service, the Service Provider will provide OCC with either:

- a. A full refund of payment made by the Customer; and/or
- b. Offer to reschedule the Service at another time mutually agreed between the Customer and the Service Provider. The Service Provider understands that any delay in respect of booked service time or non- appearance may lead to loss of the Customer's business, and may be considered as a breach to this Agreement and an additional penalty fee of \$100 may be charged to invoice.

## **11. Complaints**

The Service Provider will strive to achieve 100% customer satisfaction, in the event that the Customer is dissatisfied for any reason with the Service provided, the Service Provider will use best endeavor to resolve the problem quickly and efficiently. Subject to the guarantee provided in Clause 1.1, the Service Provider may, at its discretion, offer the Customer either of the following:

- a. Re-supply of the Service without charge;
- b. A partial or full refund;
- c. Such other remedy as deemed appropriate by both parties.
- d. Should customer require a refund the Service Provider agrees this will be deducted from their invoice.

## **12. Termination**

- a. This Agreement may be terminated by either party by providing at least 2 weeks notice prior to the Service Time. Either party may terminate this Agreement with immediate effect if the other party is in breach of this Agreement.



b. OCC may terminate this Agreement with immediate effect if The Service Provider is in breach of this Agreement, and in the opinion of OCC, that breach is incapable of remedy.

c. Should the Service Provider or OCC terminate this agreement, OCC reserves the right to withhold final invoice for a month or until the time that they deem fit.

### **15. Changes to this Agreement**

Updates or modifications in respect of the terms and conditions of this Agreement must be agreed upon in writing by both parties.

### **16. Law & jurisdiction**

The parties acknowledge and accept that this Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth or a State or Territory of Australia the Service Provider is operating in and both agree to submit to the exclusive jurisdiction of the courts in the event of any dispute.

### **17. Severability**

The parties agree 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.

### **18. Privacy policy**

The Service Provider must not individually solicit any of OCC clients.

### **19. Copyright**

The content of this Agreement is protected by international copyright laws and may be used for personal reference only. Subject to applicable law, permission to copy, alter, reproduce, publish, transmit and/or otherwise distribute this content is forbidden without first obtaining the prior written permission of OCC.



**20. Acknowledgement of Acceptance**

Please take some time to review this Agreement. Use of your cleaners constitutes your acceptance of these terms and conditions.

Signed on Behalf of:

**“The Service Provider”**

Sign .....

Print Name .....

Company Name .....

ABN .....