

CLEANING SERVICES AGREEMENT

This Agreement is effective from 21/08/2025.

Between:

Service Provider: PRIMEWORKS CLEANING, ABN 28 687 310 407

Address: 167 Rosebank Drive, Cranbourne North VIC 3977

("Provider")

And:

Client: The person or entity booking cleaning services through PRIMEWORKS CLEANING's online booking system and ticking the acceptance box.

("Client")

By ticking the acceptance box when booking, the Client acknowledges and agrees to be bound by the terms of this Agreement.

1. Definitions & Interpretation

- "Services" means the cleaning services described in Schedule A (or in a written quotation / work order) to be provided by the Provider.
- "Premises" means the location(s) where Services will be performed.
- "Fee" means the amount payable by Client under this Agreement (as per quotation / invoice).
- "Invoice" means a written demand for payment by Provider specifying the Fee, due date, and description of Services rendered.
- "Party" means either Provider or Client; "Parties" means both.
- Headings are for convenience and do not affect interpretation.

2. Scope & Variations

- Provider will perform the Services with reasonable care and skill, in a professional manner, consistent with industry standards.
- The exact scope, frequency, timing, and specifications will be set out in a written quotation, work order, or schedule attached as Schedule A (or a separate "Job Sheet").

- Any request by Client for Services outside the agreed scope is a Variation. Provider may accept or decline. If accepted, Provider will issue a written variation quotation; the Fee and schedule will adjust accordingly. Client must approve in writing before work starts.
- Provider is not required to move or handle items classified as high risk (fragile objects, antiques, high-value items, items of uncertain structural integrity, hazardous materials, or items requiring specialist handling) unless Client gives prior written consent and accepts full liability for any damage.

3. Term & Commencement

- This Agreement commences on the date above and continues until the Services are completed, or until terminated under clause 12.
- Recurring or ongoing arrangements (weekly, fortnightly, monthly) shall be set out in a schedule (e.g. “weekly”, “monthly”) in Schedule A or a Job Sheet.

4. Fees, Invoicing & Payment

- Client will pay the Fee as set out in the quotation / work order / invoice.
- Payment is due within 7 days from the date of Invoice, unless otherwise agreed in writing.
- All Fees are exclusive of GST (if applicable).
- Late payment: if Client fails to pay by the due date, Provider may charge interest at 2% per month (or the maximum allowed by law) on the outstanding amount from due date until paid.
- Providers may withhold future performance of Services or suspend the Agreement until outstanding amounts are paid.
- Providers may require a deposit or advance payment before commencing Services, especially for new Clients or large jobs.
- If Client disputes any portion of an Invoice, Client must notify Provider in writing before the due date, stating the nature of dispute. The undisputed portion must be paid on time.

5. Client Obligations & Access

- Clients must provide safe, unobstructed access to the Premises, including keys, security codes, parking, lighting, power, water, and any necessary permissions.
- Clients must secure or remove valuables, cash, jewellery, documents, personal items, animals, fragile items, or anything of sentimental value prior to Services. Provider is not liable for loss or damage to unsecured items.
- Client must inform Provider in writing (before Services begin) of any hazards, risks, chemicals, structural defects, pest infestation, or unsafe conditions at the Premises.
- Clients must ensure pets are restrained or removed during Services. Providers are not liable if pets escape, are injured, or cause damage.
- Clients must not interfere with or hamper the progress of the work unreasonably.

6. Insurance & Liability

- Provider will maintain public liability insurance covering injury to third parties and property damage (minimum coverage amount: \$5m).
- To the maximum extent permitted by law, Provider's total liability to Client (whether in contract, tort, negligence, or otherwise) shall be capped at the lesser of: (a) the total Fees paid by Client under this Agreement for the relevant Services; or (b) the cost to repair or replace the damaged item (if applicable).
- Provider is not liable for: (a) pre-existing defects, structural weaknesses, wear and tear, latent conditions or faulty fixtures / building work; (b) indirect or consequential losses (loss of profit, business interruption, loss of opportunity, reputational loss); (c) damage to unsecured valuables, cash, jewellery, documents; (d) damage or loss arising from Client's instructions, acts or omissions; (e) damage due to misuse of cleaning products or equipment by others after Service; (f) loss or damage beyond the scope of the Services agreed.
- Nothing in this Agreement excludes liability for: death or personal injury caused by negligence; fraud or wilful misconduct; or misleading or deceptive conduct under the Australian Consumer Law (ACL).
- Any claim by Client must be made in writing and delivered to Provider within 48 hours after completion of the relevant Services (or within a shorter period required by law). If not so notified, the Provider has no liability.
- Client must mitigate any loss or damage once aware of it (e.g. stop further cleaning, isolate damage, notify Provider).

Acceptance of Terms

- By booking a service with PRIMEWORKS CLEANING and ticking the acceptance box at the time of booking, the Client acknowledges that they:
- Have read and understood this Cleaning Services Agreement.
- Agree to be bound by these Terms of Service.
- Understand this acceptance is legally binding and has the same effect as a signed agreement.
- This Agreement is governed by the laws of New South Wales and Victoria, and the laws of the Commonwealth of Australia.