

# Terms & Conditions

These Terms and Conditions shall apply to the exclusion of all others including any Terms and Conditions of the Customer (whether on the Customer's order form or otherwise). No goods or services shall be supplied by Cleancorp on any Terms or Conditions other than those set out herein and by accepting the services and/or taking delivery of the Goods, the Customer shall be deemed to agree to these Terms and Conditions.

## 1. Definitions

- **Cleancorp** is the principal contractor of goods and services known as Cleancorp and/or Cleancorp (NSW) Pty Ltd, ABN: 90 070 909 616.
- **the Customer** means the person/s, firm or company requesting the supply of goods or services. This is the party to whom the goods and services are provided for and/or in whose name an account is maintained by Cleancorp.
- **Goods** means the consumable items, or any products provided by Cleancorp for the Customer for use at the customer site.
- **Services** means a regular or one-off cleaning service provided by Cleancorp at the premises requested by the Customer.
- **Commencement Date** means the Commencement Date of Cleaning as set out in the Cleancorp Quotation or Service Amendment forms.
- **Agreement** means these Service Agreement Terms and Conditions, the attached Cleancorp Quotation or Service Amendment form, and Site Cleaning Schedule.
- **Non-Performance** means the failure, neglect, or refusal by any party to perform any act stipulated under this Agreement.
- **Party** means a party to this Agreement.
- **Price** means the Annual Value amount specified in the attached Cleancorp Quotation or Service Amendment Form, and any documented amendments to same.
- **Services** means the services we supply to You, including but not limited to the services outlined in the attached Site Cleaning Schedule (contained in the Cleancorp quote document).
- **Term** means a period of one (1) year from the Commencement Date unless otherwise agreed in writing between the parties.
- **Us or We or Our** means Cleancorp (NSW) Pty Ltd and its subsidiaries and representatives.
- **You or Your** means the person, jointly and severally if more than one, acquiring Services from us, including but not limited to the Customer as specified in the attached Cleancorp Quotation or Service Amendment Form.

## 2. Term

- The Agreement is for 12 months and shall automatically renew at the end of the Term.
- Written notice to info@cleancorp.com of termination at least thirty (30) days' prior to the end of the relevant term must be provided.

## 3. Prices

- Prices are calculated on an annual basis and this amount is then divided into 12 equal monthly payments.

Unless specified in writing by Cleancorp:

- The Contract prices quoted do not include any services on any gazetted public holidays unless stipulated. Therefore, no discount refund or alternative cleaning day/s will be provided, as these days are not included in monthly charges. Should cleaning be required on a public holiday, additional holiday rates will be charged.
- **Price Variations.** Cleancorp may adjust its prices during the term of the Agreement for reasons such as but not limited to changes in government fees or levies, increased operational costs, changes in disposal fees, site profitability or changes to disposal of rubbish facility locations. Cleancorp will provide 30 days' notice to any such increases.
- *All prices quoted exclude GST.*

## 4. Invoicing

- Unless otherwise agreed in writing, all accounts must be paid within 7 days of the date of our tax invoice. Invoicing shall take place in advance and all accounts are sent by email within the first week of each month. Invoices are payable in accordance with the terms on the quote document.
- Any discrepancies relating to products and services provided must be raised to Cleancorp within 2 business days. At no time can the customer short pay or waive payment of any invoiced fee without acceptance by Cleancorp management.
- Amounts owing after the due date will accrue interest at the rate of 15% per annum, calculated daily from the first day overdue until payment.
- All remittances and accounts queries are to be directed to Cleancorp by email at accounts@cleancorp.com.

## 5. Fees & Charges

- Cleancorp may increase its base service fees annually or from time to time.
- Cleancorp charge processing fees for credit card and cheque payments, and late payment fees on outstanding invoices.
- If Cleancorp are required to appoint a recovery agent, debtors will be held accountable for any recovery costs.
- The Customer shall agree to pay and reimburse Cleancorp for legal costs, or other expenses incurred in respect of the preparation of any documentation required by Cleancorp secure the provision of credit to the customer together with all collection and enforcement costs and expenses which Cleancorp may suffer or incur in connection with the sale of goods or supply of services or provisions of credit to the Customer including (without limitation) legal costs on a full Indemnity basis.

## 6. Termination

Should the Customer decide to discontinue using the services, 30 days' notice by email to info@cleancorp.com is required. Alternatively, payment of one months' service fees in lieu of notice is required.

### 6.1 We may terminate the Agreement if:

- (a) there is non-performance on our part; or
- (b) you breach the Agreement in any way whatsoever.

### 6.2 You may terminate the Agreement if:

- (a) there is a period of 14 consecutive days in which we fail to attend to the Services; or
- (b) there is non-performance on our part.

### 6.3 Prior to any termination for non-performance being effective, the terminating party must give the other party (defaulting party) notice, specifying in detail the nature of any failure, defect or refusal to perform. Upon the receipt of notice of non-performance, the defaulting party shall have seven (7) days in which to rectify the breach.

In the event the breach is not rectified at the end of the seventh (7th) day from such notice, the terminating party shall provide a second notice (the second notice) to the defaulting party of the failure to rectify the breach.

In the event the defect remains un-rectified at the time of the second notice, this agreement shall terminate seven (7) days from the date of the second notice.

### 6.4 In the event that you terminate the Agreement for any reason other than Non-Performance, as described in clause 6.3 above, or fail to give the notice required by clause 6.3, you agree to pay to us as liquidated damages, an amount equal to the annual Price (as amended from time to time) divided by the number of months remaining under the Term.

### 6.5 You agree that the damages specified in this clause are a genuine pre-estimate of the loss to us resulting from your unlawful termination of this Agreement, including factors such as our transaction costs, legal costs, finance costs, cost of recovery and lost opportunity.

### 6.6 The customer shall make full payment of all monies outstanding before the agreement can be terminated. This includes current outstanding invoices as well as the amount calculated for the remaining amount in the term of the contract.

## 7. Specification Changes

- We reserve the right to alter our fees should the scope or complexity of the work change from that originally contracted.
- Should a change in fee be necessary, written notice will be given and your invoicing will be amended from the date a change occurred.
- Your service specification is found only in the proposal document provided.

## 8. Consumables, Washroom & Waste Services

- If the Customer agrees to allow Cleancorp to manage and provide adequate consumable stock as needed, the customer must notify Cleancorp of any faulty items within 7 days of receipt of the goods. A restocking fee and freight will be charged for returns. Consumables orders of less than \$300.00 supplied to Customer sites will be charged a delivery fee.
- The customer shall reimburse Cleancorp for all garbage bags and bins liners used by cleaners at customer sites.
- Cleancorp require 90 days' notice for termination and removal of all washroom services installed at the customer's premises, including but not limited to dispensers, hygiene bins and air fresheners. Alternatively, payment of service fees in lieu of notice is required. If any washroom services are cancelled within 12 months of installation, an early cancellation fee of 20% of the annual value of the services will be charged. A unit replacement fee will be charged if the unit or bin is unable to be retrieved. Payment is calculated up until the date the items are removed from the customer premises. Any item situated at a customer site that are placed on service hold will be charged a rental fee until the service is reinstated.
- **Waste Services.** The customer acknowledges that excessive weight charges may apply if the waste deposited in the general waste exceeds 90 kg/m<sup>3</sup>. The customer shall ensure that no combustible, corrosive, toxic, reactive, radioactive, volatile, highly flammable, explosive or any other dangerous or hazardous waste is placed in the waste containers. The customer shall not hold Cleancorp agents responsible for the waste disposed of and when placed in the waste containers on the premises, deems the waste to be of a safe nature to be disposed of. The customer warrants the ground surfaces traversed by our waste agents' vehicles is suitable for purpose. Charges for delivery and collection of bins to customer sites will apply. It is the customer's responsibility to maintain the sanitary condition and safe storage location of all waste containers on the customer premises. Cleancorp require 30 days' notice for termination and removal of all waste services at the customer's premises. Alternatively, payment of service fees in lieu of notice is required.

## 9. Goods or Service Claims

- The Customer shall be deemed to have accepted goods or services provided as being in accordance with its requirements unless; it notifies Cleancorp of its

claim within 7 days of receipt of the goods or 48 hours from the provision services;

- Cleancorp will not accept any return of allegedly defective or faulty goods or offer any leniency on the contract price payable, unless Cleancorp has given prior written authorisation.

#### 10. Events beyond the control of Cleancorp

- Cleancorp will be exempted from performing its obligations under this Agreement for so long as it is unable to do so due to reasons beyond its reasonable control (i.e. Customer changes alarm or access codes, or customer changes locks and does not supply new codes and/or locks to Cleancorp). Under these circumstances Cleancorp shall still be paid for the service irrespective and shall not incur any expenses, nor suffer damages, for such withdrawal of services.

#### 11. Contract Hold Provisions

- A customer may only suspend or reduce the frequency of a contract for a minimum of one week to a maximum period of one (1) calendar month effective from the start of the next calendar invoice period. The Customer must provide a written request to info@leancorp.com of at least 14 days' notice from the requested start date of the hold period. Services shall be reinstated after this period. The terms and condition for the original contract remain in place.

#### 12. Liability

- Cleancorp ensure all cleaning operatives, service partners and employees, are covered with Public Liability Insurance followed by the incident management process detailed in our, ISO certified, Integrated Management System. Any damage to a customer site must be reported by the Customer to Cleancorp within 24 hours and documented by the customer by email to info@cleancorp.com or using the Cleancorp operations app message board.
- Except as this Agreement specifically states, or as contained in any express warranty provided in relation to the Services, the Agreement does not include by implication any other term, condition, or warranty in respect of the quality, acceptability, condition, description, or performance of the Services or any contractual remedy for their failure.
- Other than as stated in this Agreement or any written warranty statement, we are not liable to you in any way arising under or in connection with the use of or any other dealings with the Services by you or any third party, save for our cost of re-attending to the Services.
- We are not liable for any indirect or consequential losses or expenses suffered by you or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party, save for our cost of re-attending to the Services.

#### 13. Changes in Ownership

- In the event of the Customer, being an individual or partnership, incorporates his/her business and the Company continues to use the existing account, or the account is used by a Company of which he/she is a Director, he/she hereby agrees to personally guarantee all due debts. If ownership of the Customer's business changes, the Customer will remain liable for all debts incurred on this account until such time as Cleancorp is notified in writing of such change to info@cleancorp.com.

#### 14. Change of Worker

- Cleancorp agrees to provide the services contained in the specification and at its discretion may change the allocated cleaner servicing the customer site at any time.

#### 15. Force Majeure

- We will have no liability to you in relation to any loss, damage or expense caused by our failure to complete the Services because of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, strike, lockout, breakdown, war, the inability of our normal suppliers to supply necessary materials or services, or any other matter beyond our control.
- If an event of force majeure occurs, we may suspend or terminate the Agreement by written notice to you.

#### 16. Restrictive Covenant

- The Customer agrees that should the cleaning contract be terminated for any reason, that for a period of one (1) year from the date of termination, the Customer will not solicit or engage any Cleancorp employee or Service Partners to work directly for the Customer in any capacity unless a selection fee equal to 30% of the Cleancorp employee or Service Partner's last 12 month's invoices is paid by the Customer or recruiting organisation to Cleancorp.
- For the purposes of this covenant not to compete, competition is defined as soliciting or accepting employment by, or rendering services to, any person or organisation that is or was a customer of the Cleancorp.

#### 17. Jurisdiction

- The proper law of all contracts arising between Cleancorp, and the Customer is the law of the State of New South Wales and the parties agree that all claims and disputes relating to the goods sold shall be determined in the Court of competent jurisdiction nearest Sydney.

#### 18. Headings

- Headings to sections and paragraphs of this document are for ease of reference only.

#### Cleancorp agrees to:

- Provide the services referred to in the specification, on an ongoing basis in accordance with the Cleancorp Terms & Conditions until the termination of this agreement by either party and giving 30 days' notice in writing.
- Comply fully with all current legislation.
- Ensure the security and confidentiality of your premises.
- Always conduct itself in a courteous manner.
- Perform the Services with due care, skill, and diligence.
- Conduct regular site visits to verify quality assurance standards.
- Be responsible for the good and proper conduct of all persons controlled by us in the performing of the Services, and shall either personally or by a responsible representative, supervise their performance of the Services.
- Perform the Services in a timely manner to the extent that it is within our reasonable control to do so.
- Provide at our own cost and expense all labour, plant, equipment, and other materials including cleaning agents necessary for the execution and performance of the Services in the agreed scope.
- Provide on-going training for our employees on specific and best practice cleaning procedures.

#### The Customer agrees to:

- Provide access keys, swipe cards and alarm codes to the allocated Contractor for cleaning outside normal business hours.
- Advise Cleancorp of any restrictions on access to premises or any part thereof, provided that Cleancorp will not be liable for any loss or damage whatsoever if it has not confirmed in writing that it has received such advice.
- Settle all accounts in full by the due date.
- Report any product or service discrepancies, accidents or damages to Cleancorp as soon as possible.
- Keep Cleancorp advised of any contact changes.
- Provide us with your specific requirements, specifications, and safety documents, if any, in relation to the Services being provided. We need not commence any work until we have received all necessary details pertaining to the Agreement.
- Take all reasonable steps to avoid doing or omitting anything which may delay us in performing the Services.
- Discharge your obligations reasonably and in good faith.
- Provide all consumable products including garbage bags, bin liners and a secure area suitable for our cleaning equipment; and
- Provide training specific to you and/or the premises at which the Services are to be conducted, including but not limited to safety and procedural matters.

The Customer has read and accepts the terms contained in this Agreement are correct and agrees to abide by these Terms and Conditions.

Agreed & Accepted by Cleancorp

*Lisa Macquoen*

Lisa Macquoen  
CEO

