

# **-:Terms & Conditions:-**

By ordering OZ House Maintenance ABN: 8334207160 by telephone, e-mail or web site the client agrees to be bound by the terms and conditions of OZ House Maintenance.

## **A. GENERAL TERMS**

1. OZ House Maintenance agrees to provide cleaning services to the Customer subject to the terms and conditions.
2. The customer should provide the valid address to perform the cleaning tasks in Melbourne and Surrounding suburbs only.
3. At the time of booking the cleaning service duties will be agreed, that what duties the cleaner will perform, by stating the package from the website.
4. The customer should inform if there is any changes in service needed eg. Extra hr of work or end of lease cleaning date changed.
5. For any additional services or variations the Customer must first contact OZ House Maintenance by telephone before the cleaners starts the job. Any additional services may include the extra charge to the actual quoted price.
6. The date and time will be agreed by both OZ House Maintenance and Customer and will send one or more cleaners for cleaning.
7. OZ House Maintenance reserves the right not to accept a booking for any reason.
8. The Customer is not allowed to employ any cleaners for at least 6 months after the termination of services by OZ House Maintenance. Customer and OZ House Maintenance are obligated not to disclose any confidential information about each other to a third party.
9. We reserve the right to re-schedule or cancel any appointment if the property is not as described either in condition or size, or if unexpected circumstances occur.

## **B. QUOTATIONS TERMS**

1. Quotes are valid for a period of 15 days from the date of the quote and subject to current availability.
2. OZ House Maintenance will provide the quote from the information received by the customer through website-email/phone. The provided quote will be totally estimated by our experience and without seeing the property.
3. If the cleaners before starting the work or while working realize that the quoted time/price is less than what it should be OZ House Maintenance will discuss with the customer about the different options. E.g. finish the work with extra agreed cost or do as much as they can do in given quote. If the customer is not agree with any options OZ House Maintenance will not provide the service further to avoid any disputes.
4. OZ House Maintenance provides the services in two different ways in terms of payment- Actual quoted price or Hourly rates. Whichever is agreed by the customer.

**OZ HOUSE  
MAINTENANCE**

5. To finish the work in time and to get the precise quote customer must inform OZ House Maintenance if they are booking the service for Moving In/out or End of Lease cleaning service or commercial cleaning or construction cleaning.

### **C. CUSTOMER AGREES TO PROVIDE THE FOLLOWING: -**

1. The Cleaner will have clear access to those areas of the Premises requiring the Service. The premises will be totally empty for end of lease cleaning jobs. OZ House Maintenance has rights to refuse to do the job if the house is not ready for cleaning. Customer must provide us the empty house.
2. Access to all services and utilities including hot and cold water, electricity, and rubbish bins and safe working environment at the Premises for the Cleaner
3. Will authorized OZ House Maintenance to use the Premises.
4. The Customer will make sure that there will no health and safety related risks At the time of booking the Customer must provide details of any hazards, slippery surfaces, risks or dangers, ingrained dirt, grease or grime located at the Premises.

### **D.EXCLUSIONS AND LIMITATIONS**

To the extent permitted by statute, the liability, if any, of OZ House Maintenance is, at OZ House Maintenance's option, limited to and completely discharged by the resupply of the Service. OZ House Maintenance is not responsible for:

- 1.not completing or providing the Service as a result of a breach of a warranty by the Customer in clause 3 (including a failure by the Customer to provide utility services, a safe working environment or unencumbered access to the Premises); or
- 2.not completing or providing the Service as a result of the Cleaner not proceeding for health and safety reasons under clause 4;
- 3.any loss or damage incurred by the Customer or any third party as a result of the effects of a force majeure, being any event beyond the reasonable control of OZ House Maintenance;
- 4.not completing or providing the Service due to an act or omission of the Customer or any other person at the Premises during provision of the Service;
- 5.existing dirt, wear, damage or stains that cannot be completely cleaned or removed;
- 6.any wear or discolouring of fabric or surfaces becoming more visible once dirt has been removed;
- 7.any loss incurred as a result of any breakage or damage to goods, items of value (including antiques, items of sentimental value) or the Premises; or
- 8.the cost of any key replacement or locksmith fees, unless keys were lost by OZ House Maintenance or the Cleaner.
9. Except as provided in this clause, all conditions and warranties implied by law in respect of the state, quality or condition of the Service which may apart from this clause be binding on OZ House Maintenance are excluded.
10. The Customer acknowledges that the results of any services provided may vary depending on a number of factors (including materials used, equipment provided, time elapsed since Premises was last cleaned, and nature of cleaning required), and that OZ House Maintenance gives no

**OZ HOUSE  
MAINTENANCE**

guarantee as to the actual results of the Service.

11. Except to the extent provided in this clause, OZ House Maintenance has no liability (including liability in negligence) to any person for any loss or damage, consequential or otherwise, suffered or incurred by that person in relation to the products or services provided by OZ House Maintenance (including any loss caused by, or resulting directly or indirectly from, any failure, defect or deficiency or any kind of or in the products used or services provided by OZ House Maintenance).

## **E.ACCIDENTS, BREAKAGE, DAMAGE & THEFT CLAIM**

1. The Customer must inform OZ House Maintenance of any incident where an accident, breakage, damage to property or theft has occurred due to any act of the Cleaner within 24 hours of completion of the Service.

2. To the extent permitted by law, the Customer is not entitled to claim any loss for any incident if the incident is not reported to OZ House Maintenance within 24 hours of completion of the Service.

3. To the extent permitted by law, damage or loss to the following items is specifically excluded from the liability of OZ House Maintenance under these terms and conditions: cash, jewellery, art, antiques, and items of sentimental value.

4. No refund claims will be considered once the service has been completed and the team has vacated the property unless otherwise stated by us.

5. All services are considered performed to a standard the customer would expect unless otherwise stated by the customer within 24 hours of the service being conducted. All complaints will be investigated and a resolution be made to the satisfaction of the customer or a standard we deem reasonable.

6. The customer must agree to allow a re-clean or an inspection of any work deemed unsatisfactory before he/she arranges a third party to conduct services.

7. If damage has been proven to be caused by us and we have been informed within 24 hours we will either repair the item or if the item cannot be repaired we will compensate with the items current cash value.

8. Even though our technicians make every effort not to damage items, accidents occasionally happen. Therefore we recommend that all items of special value (either monetary or sentimental) are to be put away and/or not cleaned during this service.

9. We may request access to a property where a problem has occurred within 24 hours of the service to investigate in an attempt to come to a resolution.

10. We advise not to place any furniture on carpet that is not complete which is not 100% dry and shall not be liable for any damage this may cause.

11. We are not responsible for any existing damage to the customers property that is not able to be cleaned or repaired by our technicians using standard methods of practice.

12. We are fully insured are covered for every job we agree to take.

13. Our team will do their to clean kitchen appliances, but please note that if they have not been regularly cleaned or there is some existing damage we are not liable for items that cannot be cleaned using standard methods.

14. If you require your fridge/freezer to be clean, you are responsible for emptying and defrosting it in advance.

**OZ HOUSE  
MAINTENANCE**

## **F. CANCELLATION FEES**

1. The Customer must provide OZ House Maintenance with at least 48 hours notice prior to the Service Time, if they wish to suspend, postpone or cancel the Service for any reason. advance payment will be returned after deduction of admin cost and any bank/credit card/paypal charges \$50
2. In the event that the Customer does not provide 48 hours notice prior to the commencement of the Service, the Customer agrees to pay a cancellation fee \$100.00

## **G. NO ACCESS FEE**

1. In the event that the Customer does not provide access to the Premises for OZ House Maintenance or its Cleaners to provide the Service, the Customer agrees to pay a cancellation fee equivalent to 1 hours cleaning for administrative and travel costs which is \$100.

## **H. PAYMENT TERMS-DEBT COLLECTION AGENCY FEE**

1. Payments may be made via bank transfer, cheque or in cash. Payments by bank transfer should be made to: <https://ozvacatecleaning.com.au/payment-option/>
2. Cheque payments should be made payable to “**OZ House Maintenance**”
3. Where OZ House Maintenance has agreed to invoice the Customer for payment of fees latest after the Service has been completed, the Customer agrees to pay in full, all fees due, within the due date.
4. In addition to the amounts above clause the customer is agree to pay any legal cost to collect the payment after due date. Our Debt collection agency will charge you = Amount Due +Debt Collection agency cost +GST . In the event where your overdue account is referred to a collection agency and/or law firm, you will be liable for all costs which would be incurred as if the debt is collected in full, including legal demand costs
5. Our customer's can pay the payment (either quoted or invoiced) 30 days in advance from the booked service date-using our online payment options stated on website

## **I. ABOUT OUR 100% BOND BACK GUARANTEE**

1. The customer should inform us within 4 working days for any re-cleaning work (for bond back guarantee) to be done at the property by email. we will only collect the key from the agents office if there office is in the radius of 2 km from the property to be clean.
2. Our Bond back guarantee means after our cleaning service if the agent have any issues regarding cleaning done, we will come back and do the re-cleaning of those issues, subject to which package you have chosen.

**OZ HOUSE  
MAINTENANCE**

3.If by any reason except cleaning done by us , Real estate agent or owner or landlord refuse to give you your 100% bond back ,in that case OZ House Maintenance is not liable for any money to be paid to customer.

4. After 4 working days of service date, our 100% Bond back Guarantee is Null and void.

5. None of our package includes curtains cleaning/fabric blinds cleaning nor outdoor cleaning e.g cobweb/sweeping of front yard. We do not take any responsibility of Garden cleaning/backyard cleaning. With the blinds cleaning we only dust face/front of the blinds.

## **J. REFUND POLICY**

1. We do not do the refund, but as per our 100% Bond back Guarantee we send our cleaning team back to the place and fix the issues to satisfy the Property Manager.
2. In case if you have paid extra money by mistake then we will refund the amount.
3. We may choose to refund via Bank Transfer or pay pal.
4. In case if the payment is taken in advance and customer wants to cancel the job then full amount will be refunded if notice given before 24 hrs of service date/time booked. If customer do not inform us in given time frame-no funds will be refunded.

## **K. THINGS WHICH ARE NOT INCLUDED IN PACKAGES &GUARANTEE**

What is not included in the packages but can be included with extra cost

1. Kitchen and bathroom floor tiles grout cleaning not included. Bathroom shower/floor tiles grout in shower cabin is included.
2. We do not clean the ceilings. Brick walls cleaning is not included.
3. Balcony rubbish removal or pot removal or balcony tile grout cleaning not included.
4. Hard rubbish removal from property to outside of house/apt is not included due to council law restriction.
5. We do not clean curtains/fabric blinds, not even with extra cost.
6. Dishwasher is not included from inside. We only clean from outside.
7. All the quote given for Empty house. If your property is furnished then you need to inform in advance.We do not clean any other area except mentioned in packages and unless confirmed before the quotation given or work started.
8. We clean only inside the house unless/until asked to clean before quote and work started with confirmation of price. E.g Balcony cleaning/fridge cleaning/ garage cleaning/patio cleaning/balcony glass cleaning.
9. Garage Cleaning only includes sweep and cobweb removal. Garage cleaning do not includes wall mark removal, oil spot from the floor or scrubbing of the floor. Washing the garage floor is not included.
10. We can clean anything (subject to terms & conditions) as per your requirements which are not included in the above packages with extra cost discussed prior to work start.
11. \* Internal only for any windows above ground floor level-because of safety reasons.

**OZ HOUSE  
MAINTENANCE**

12. We clean the blinds or lights however if very old blinds/lights or not working blinds or metals strip broken – we do not operate on them to prevent any further breakage unless the customer has asked to do so. If they are too old and seems more risk of breckage we will not proceed further to clean.
13. Heavily soiled carpet, paint on carpet, oil on carpet or special stain like pet pee,wine or cordial stained carpet are sometimes difficult to bring it to its original state but we will try our best to clean it up to best possible outcome. we can not give you a refund for the carpet not cleaned as new just because of the customer careless use of carpet.

#### **L. PRIVACY, LAW AND CHANGES TO TERMS &CONDITIONS**

1. The Customer acknowledges that any information provided by the Customer may be used by OZ House Maintenance for the purpose of providing the Service. OZ House Maintenance agrees not to share any information provided by the Customer with any third party not directly involved in the provision of the Service (unless required to do so by law).
2. OZ House Maintenance will take all reasonable precautions to protect personal information provided by the Customer from loss, misuse, unauthorized access or disclosure, alteration or destruction.
3. OZ House Maintenance reserves the right to update or modify these terms and conditions at any time without prior notice, and may do so by publishing an updated agreement on its website. Each updated agreement will take effect 24 hours after it has been published on the website.
4. The Customer agrees that any use of the Service following any such change, whether as a single job or as part of a regular cleaning schedule, constitutes their agreement to follow and be bound by the terms and conditions as changed. The Customer and OZ House Maintenance acknowledge and accept that this Agreement shall be construed and interpreted in accordance with the laws of Victoria and both agree to submit to the exclusive jurisdiction of the courts of Victoria in the event of any dispute. The Customer agrees 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.

**OZ HOUSE  
MAINTENANCE**