

Terms and Conditions

1. Definitions and Interpretations

Customer means the party who is the recipient and/or who is liable for the Services;

Charges means the amount payable by the Customer;

Services means the McArdles products and services as made available to, agreed with, and delivered to the Customer. The products and services can include but not limited to residential cleaning, commercial cleaning, post-construction/builders cleaning, carpet cleaning, rug cleaning, upholstery cleaning, tile and grout cleaning, vehicle interior cleaning, structural drying, restoration services related to but not limited to fire, water, mould, decontamination;

Services Agreement means the McArdles Corporation Pty Ltd ("**McArdles**", the "**Company**", or the "**Service Provider**") Services Agreement including any annexures which is created and executed for long-term arrangements with the Customer;

Confidential Information means any information that is confidential by nature, stipulated as confidential or any other information that would be reasonably considered to be confidential due to the value of the information.

2. Commencing and completing the Services

2.1 Commencing the Services

- a) McArdles will commence the Services based on the date or dates agreed with the Customer.
- b) McArdles must provide a written notice to the Customer or obtain the information by phone from the Customer within forty-eight (48) hours requesting additional information if the relevant information required to complete the Services has not been provided. If no additional information has been provided, it is implied all relevant information have been supplied by the Customer.

2.2 Completing the Services

- a) McArdles agree to complete the Services based on the date or dates agreed with the Customer.
- b) If McArdles foresee being unable to complete the Services, McArdles agree to inform the Customer within twenty-four (24) hours or any reasonable time by phone and/or in writing.

2.3 Alterations to the Services

- a) Both Parties may request to alter the description of the Services by phone or in writing, preferably the latter.

2.4 Guarantee of Services

- a) Where the Customer is dissatisfied with the outcome of the completion of the Services, McArdles agrees to rectify the outcome by redoing the Services. Where the Customer is still dissatisfied with the outcome of the completion of the Services, McArdles agrees to refund or not invoice for the Charges, whichever is appropriate and applicable.
- b) Where the Services the Customer chooses does not comply with the recommendations by McArdles or does not completely resolve the problems and/or underlying issue, McArdles does not guarantee the outcome of the Services.

3. Payment

- 3.1 The Customer agrees to pay McArdles for completion of the Services in accordance with the payment terms of seven (7) days from the invoice date, unless a different arrangement has been made.
- 3.2 All amounts, including out of pocket expenses, expressed and described on or in connection with the Services Agreement are listed in Australian Dollars (AUD) and are GST inclusive, being goods and services tax as defined in **A New Tax System (Goods and Services Tax) Act 1999**, inclusive amounts.
- 3.3 The Charges may not be all the charges which the Customer must pay as additional charges may apply if or when circumstances change.
 - a) Additional Charges apply where McArdles, its employees, representatives or agents perform additional Services not outlined in the Services Agreement and/or original arrangements.
 - b) Additional Charges will be communicated and discussed by McArdles with the Customer by phone and/or in writing and requires the Customer's approval before commencing the additional Services.
- 3.4 Payments can be made via bank transfer or credit card. Card payment fees apply and will vary depending on the payment card used.
- 3.5 McArdles with charge interest on all late payments by the Customer at the rate of 3% per annum from the due date of the Charges until the date of actual payment, whether before or after judgement.
- 3.6 For ad hoc or once-off Services only and where a long-term Services Agreement is not required, McArdles require 100% payment for any Services where the Charges is less than \$500.00 or 50% payment for any Services where the Charges is more than \$500.00, before commencing the Services.

4. Force Majeure

- 4.1 McArdles, its employees, representatives or agents shall not be deemed to be in breach of this agreement for any delay or failure in providing the Services caused by reasons out of its reasonable control, including natural disasters, equipment failures, failure of a third party to perform, changes in law and regulations, power outage or other disruptions which would be out of reasonable control by McArdles.

5. Autonomy

- 5.1 Except otherwise agreed, the employees, representatives or agents of McArdles will have full control of the provision of the Services including time, methods, and decision making as required to complete the Services. The employees, representatives or agents of McArdles will work autonomously and not at the direction of the Customer. However, McArdles, its employees, representatives, or agents will be responsive to the reasonable requirements and concerns of the Customer.

6. Liability and Waiver

6.1 Liability

- a) The total liability of the Customer, its employees, representatives or agents to McArdles for damage, loss, or reliance shall be limited to any outstanding payments (if any) for Services completed by McArdles and not paid by the Customer.
- b) McArdles expressly understands and agrees that the Customer, its employees, representatives or agents shall not be liable to McArdles for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by McArdles, however, caused and under any theory of liability; including but not limited to any loss of profit (incurred directly or indirectly), any loss of goodwill or business reputation, death or personal injury and any other intangible loss.
- c) McArdles agrees to strictly apply and maintain respect and care in the proper handling of properties owned by the Customer at all times. McArdles will be liable to pay part of or the full cost of any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by McArdles, however, caused and under any theory of liability; including but not limited to any loss of profit (incurred directly or indirectly), any loss of goodwill or business reputation, death or personal injury and any other intangible loss.

6.2 Waiver

- a) A waiver of any right, power or remedy under in relation to the Services must be in writing signed by the party granting it. A waiver is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- b) The fact that a party fails to do, or delays in doing, something the party is entitled to do under this terms and conditions does not amount to a waiver.

7. Variations

- 7.1 The Customer and McArdles may vary from time to time the Services. In the event of such variations, either party will provide the other party in writing of the changes.

8. Return of Property

- 8.1 Upon completion and/or termination of the Services or the term of the Services Agreement, whichever is applicable, McArdles will return to the Customer any property, documentation, records, or Confidential Information which is the property of the Customer.

9. Confidentiality

- 9.1 Each Party shall not disclose Confidential Information of the other party except to that party's employees, representatives, or agents including professional advisors who need to know it, whether business or personal, which would be reasonably considered as private or proprietary and is not publicly known and where the release of the confidential information could reasonably harm either party.

10. Term and Cancellation

- 10.1 The Customer can request to postpone or cancel the Services free of charge by providing a minimum of 24-hours' notice by email or phone.
 - a) Where the notice is within 24-hours, 50% of the Charges applies.
 - b) Where the notice is within 5-hours, 75% of the Charges applies.
 - c) Where there is no notice and the Customer is a "no show", 100% of the Charges applies.
- 10.2 Where the Services is recurring and a Services Agreement exists with a minimum term, the Customer can request for an early termination and the Customer is liable for the remaining balance of the Total Charges set out in the Services Agreement.
- 10.3 Without prejudice to any remedies McArdles may have, if at any time the Customer is in breach of its obligations including those relating to the payment under these terms and conditions, McArdles may terminate the provision of the Services to the Customer.
- 10.4 McArdles will not be liable to the Customer for any loss or damage as a result of cancellation because McArdles has exercised its rights under this clause.

11. Dispute and Remediation

- 11.1 If a dispute arises out of or relates to the provision of the Services, either party may not commence any legal proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).
- 11.2 Where a party is claiming a dispute (the "**Dispute**") in relation to the Services, a written notice must be provided to the other party detailing the nature of the Dispute, the desired outcome and the action required to settle the Dispute (the "**Notice**").
- 11.3 On receipt of the Notice by the other party, McArdles and the Customer must endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree within seven (7) days of notice.
- 11.4 If for any reason the Dispute has not been resolved after twenty-one (21) days after the date of the Notice, McArdles and the Customer must agree upon selection of a mediator.
- 11.5 It is agreed that mediation will be held in Orange, New South Wales, Australia.
- 11.6 McArdles and the Customer are equally liable for fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing, undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. McArdles and the Customer must each pay their own costs associated with the mediation.
- 11.7 All communications concerning negotiations made by McArdles and the Customer arising out of and in connection with this dispute resolution clause are confidential and to the fullest extent possible, must be treated as "without prejudice" negotiations.
- 11.8 If thirty (30) days have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either McArdles and/or the Customer may ask the mediator to terminate the mediation and the mediator must do so.

11.9 In the event that the Dispute is not resolved at the conclusion of the mediation, either McArdles and/or the Customer may institute legal proceedings concerning the subject matter of the Dispute thereafter.

12. **Miscellaneous**

12.1 Neither McArdles and/or the Customer shall be liable for failure to perform or delay in performing any obligation of the Services if the failure or delay is caused by any circumstances beyond reasonable control.

12.2 Nothing in this terms and conditions shall create or convert any rights or benefits in favour of any person other than the parties, McArdles and the Customer, to this Agreement.

13. **Governing Laws**

13.1 This terms and conditions is governed by the law applicable in the state of New South Wales, Australia. Any proceedings arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of New South Wales, Australia.

13.2 All notices should be addressed to either Party or nominated representative.