



Customer Service Agreement

Terms & Conditions

These terms and conditions constitute the full and complete service agreement (the "Agreement") between you (the "Customer") and First Call Home Services Pty Ltd, ABN 69 169 399 517 ("First Call"), for the provision of services by First Call.

Please take some time to review this Agreement. Use of our services, including the act of booking, constitutes your acceptance of these terms and conditions.

1. Cleaning Services

- a) Subject to the terms of this Agreement, First Call agrees to provide domestic cleaning services, yard maintenance services, bond cleaning services or home maintenance services (the "Service") to the Customer at an address specified by the Customer (the "Premises").
- b) The Service will be for such cleaning duties as agreed with the Customer at the time of booking.
- c) First Call will provide one or more team members (the "Team Member") to attend the Premises to provide the Service at a time and date mutually agreed between First Call and the Customer (the "Service Time").
- d) First Call will provide all usual and necessary cleaning equipment and materials required by the Team Member to provide the Service to the Customer. Customers wishing for a Team Member to utilise customer owned equipment and materials shall advise First Call at the time of booking.
- e) First Call attempts to provide the Service faithfully, diligently and in a timely and professional manner.

2. Additions and Amendments

- f) Any changes to the Service to be provided must be agreed with First Call prior to the Service Time.
- g) If the Customer requires any additional services or variations at the time the Service is being performed, the Customer must first contact First Call by telephone, who may agree to provide the additional services in its absolute discretion. The Team Member is not authorised to agree to any changes to the Service being provided. The Customer must not request such changes directly from the Team Member.

3. Customer Representations and Warranties

The Customer represents and warrants that:

- a) it will provide a safe working environment at the Premises for the Team Member to perform the Service;
- b) the Team Member will have unencumbered and unobstructed access to those areas of the Premises requiring the Service;
- c) it will provide the Team Member with access to all services and utilities (including hot and cold water, electricity, and rubbish bins) as required by the Team Member to provide the Service;

- d) it will advise First Call prior to the commencement of the Service of any hazards, slippery surfaces, risks or dangers, ingrained dirt, grease, grime or high risk substances at the Premises;
- e) it is authorised to use the Premises and obtain the provision of Service;
- f) if the Customer requires the Team Member to clean behind or under any heavy items (e.g. a fridge, bookshelf, or other furniture), it will move those items prior to the commencement of the Service; and
- g) it will secure or remove any fragile, delicate, breakable or valuable items, including cash, jewelry, works of art, antiques, or items of sentimental value prior to the commencement of the Service.

4. Health and Safety Management

In addition to the obligations and warranties set out in clause 3 above, the Customer acknowledges and agrees that:

- a) the Team Member is entitled to undertake a job safety analysis before the commencement of any work to assess the health and safety risk at the Premises;
- b) the Team Member 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 the absolute discretion of the Team Member, a risk to health and safety;
- c) the Team Member may use their absolute discretion to determine if any specific tasks, jobs or activities represent a risk to the health and safety of either themselves, nearby people or animals, and decide if those specific tasks, jobs or activities should be completed.

Cautionary Items

When making any determinations, the Team Member may take into account the real or perceived presence of, but not limited to, any human or animal excrement, blood, blood splattering / spots or human or animal vomit. In most instances, where these items exist, Team Members will work around such items and will not clean them.

5. No Engagement of Team Members

- a) The Customer acknowledges that First Call invests significant resources in recruiting, selecting and training its Team Members. Unless First Call gives prior written permission, the Customer must not, directly or indirectly, engage, employ or contract with any Team Member to provide domestic services to the Customer or any associate of the customer for any period during which services are provided by First Call or for a period within 12 months after the conclusion of any Service.
- b) The Customer acknowledges that First Call may suffer loss and damage, including, without limitation consequential loss, as a result of a breach of this clause by the Customer.

6. Job Quotations

- a) The actual price payable by the Customer is calculated on the total number of hours worked by the Team Member.
- b) Any price quoted by First Call is an estimate only based on First Call's experience, without inspection, and based on information provided by the Customer. Subject to this clause, quotes are valid for a period of 4 days from the date of the quote.
- c) If at the commencement or during the course of providing the Service, it is apparent that the actual cost of the Service will exceed the quote provided by First Call, First Call will provide the Customer with the option to pay an increased fee to complete the Service, or pay the quoted amount without the Service being fully completed.
- d) The Customer must inform First Call whether any cleaning services required are for an end of tenancy, bond clean, spring clean or after party clean at the time of quotation.

- e) All one off cleans, including bond, end of tenancy, spring and after or before party cleans are a minimum of 2 hours.

7. Bookings

- a) The Customer may make a booking either in person, by telephone, email or through the First Call website. First Call is able to provide quotations at the time of booking.
- b) 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;
- c) The Customer agrees to provide First Call with valid credit card details at the time of booking, and authorises First Call to debit any card with an amount for any service and/or cancellation fees that may apply under this Agreement.
- d) First Call reserves the right not to accept a booking for any reason.

8. Deposit Required for Bond & End of Lease Cleaning Services

- a) For all bond and end of lease cleaning services, the Customer agrees to provide First Call with valid credit card details at the time of booking, and authorises First Call to debit any card with an amount as requested by First Call at the time of booking. This deposit allows First Call to secure a future booking for your Premises.

9. Payment Terms

For regular (ongoing) cleaning services, the Customer agrees to pay the full price in accordance with the payment terms of any issued invoice, unless otherwise agreed in advance with First Call.

Payments can be made by credit card or by EFT / bank transfer to the below account:

Account Name:	First Call Home Services Pty Ltd
Account BSB:	302-162
Account No:	0644719
Transaction Ref:	Invoice Ref Number or Surname/Address

Should a customer fail to make payment to First Call within the required time period, the Customer agrees that First Call is permitted to debit any card (taken at time of booking) with an amount equal to any service, credit card surcharges and/or cancellation fees that may apply under this Agreement.

For bond / end of lease cleaning, payment for any outstanding amount is to be made by credit card upon the completion of the cleaning service. The customer agrees and acknowledges that First Call will debit the provided credit card following the completion of the provided bond or end of lease service for all outstanding amounts and fees, less any deposit that may have already been paid.

All credit card and Paypal payments attract a surcharge. This surcharge value will be provided on our website payment portal, as updated from time to time.

10. GST

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

11. Late Payment Fee

- a) Where First Call has agreed to invoice the Customer for payment after a Service has been completed, the Customer agrees to pay in full, all amounts due, in accordance with the Payment Term included on the invoice.
- b) The Customer agrees that if First Call has not received payment in full for the Service within 7 days of the original invoice date then a late payment fee of \$25 applies for the first month. Interest will be charged on the fixed rate of 10% per annum on each day that any amount remains outstanding thereafter.

- c) In addition to the amounts set out above, the Customer agrees to indemnify First Call for all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by First Call in connection with a demand, action, or other proceeding (including mediation, out of court settlement or any action taken for recovery of debt from the Customer) arising out of a breach of these terms including the failure by the Customer to pay an amount by the due date.
- d) First Call retains the right under this Agreement to not apply Late Payment Fees at its discretion.

12. Non-Appearance

- a) If a Team Member fails to attend the Premises within 1 hour of the Service Time and does not provide the requested Service, First Call will provide the Customer with either:
 - i. a full refund of any payments made by the Customer related to that service; or
 - ii. offer to reschedule the Service at another time mutually agreed between the Customer and First Call.

13. Complaints – Regular & Spring Cleaning

- a) If the Customer is dissatisfied for any reason with a regular or spring cleaning Service provided, it must advise First Call within 24 hours of completion of the Service. First Call strives to achieve a high level of customer satisfaction and will attempt to resolve the problem quickly and efficiently. Subject to clause 12, First Call may, at its discretion, offer the Customer either of the following:
 - i. a partial or full refund of any payments made by the Customer related to that service;
 - ii. re-supply of the Service without charge;
 - iii. such other remedy as deemed appropriate by First Call.

14. Rectification Guarantee for Full Internal Bond / End of Lease Cleaning Services

- a) If a Customer is dissatisfied for any reason with a bond / end of lease cleaning Service, it must inform First Call within 72 hours of completion of the Service.
- b) First Call agrees to return to a customer's property to rectify issues identified by either the Customer or Customer's Property Manager, at First Call's discretion, where associated with the cleaning service provided by First Call.
- c) Where issues identified by the Customer or Customer's Property Manager are related to issues or matters that did not form part of original Service, First Call may agree to return to the property to provide additional cleaning support, with or without charge, at its absolute discretion.

15. No Rectification Guarantee for Express Bond Cleaning Services

- a) Our Express Bond service is based upon the provision of a set number of cleaning hours and as such First Call's full bond clean rectification guarantee does not apply.
- b) In discussion with a Customer, First Call may agree to return to a customer's property to rectify issues identified by either the Customer or Customer's Property Manager, at First Call's absolute discretion.

16. Exclusions and Limitations

- a) The only conditions and warranties which are binding on First Call in respect of the state, quality or condition of goods and services supplied by First Call to Customers are those imposed and required to be binding by statute (including the Trade Practices Act 1974).
- b) To the extent permitted by statute, the liability, if any, of First Call is, at First Call's option, limited to and completely discharged by the resupply of the Service. First Call is not responsible for:

- i. 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
 - ii. not completing or providing the Service as a result of the Team Member not proceeding for health and safety reasons under clause 4;
 - iii. 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 First Call;
 - iv. 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;
 - v. existing dirt, wear, damage or stains that cannot be completely cleaned or removed;
 - vi. any wear or discolouring of fabric or surfaces becoming more visible once dirt or adhesive products has been removed;
 - vii. 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
 - viii. the cost of any key replacement or locksmith fees, unless keys were lost by First Call or the Team Member.
- c) 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 First Call are excluded.
- d) The Customer acknowledges that the results of any services provided may vary depending on a number of factors (including time elapsed since premises last cleaned, and the nature of cleaning required), and that First Call gives no guarantee as to the actual results of the Service.
- e) Except to the extent provided in this clause, First Call 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 First Call (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 First Call).

17. Indemnity

The Customer indemnifies First Call against:

- a) all losses or liabilities arising directly or indirectly as a result of the provision of the Service including all losses or liabilities caused as a result of a breach of the warranties of the Customer set out in clause 3; and
- b) all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by First Call in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal and including any action taken for the recovery of a debt from the Customer).

18. Accidents, Breakage, Damage & Theft

- a) The Customer must inform First Call of any incident where an accident, breakage, damage to property or theft has occurred due to any act of the Team Member within 24 hours of completion of the Service.
- b) 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 First Call within 24 hours of completion of the Service.
- c) To the extent permitted by law, damage or loss to the following items is specifically excluded from the liability of First Call under these terms and conditions: cash, jewelry, art, antiques, and items of sentimental value.

19. Cancellation Fees

For regular (ongoing) and once off cleaning services

- a) The Customer must provide First Call with at least 24 hours' notice prior to the Service Time, if they wish to suspend, postpone or cancel the Service for any reason.
- b) In the event that such notice has been given, First Call will attempt to reschedule the Service if required.
- c) In the event that the Customer does not provide 24 hours' notice prior to the commencement of the Service, the Customer agrees to pay a cancellation fee of \$35.00 (inclusive of GST) for administrative costs and loss, if charged by First Call.

For bond, exit or end of lease cleaning services

- a) The Customer must provide First Call with at least 120 hours' (5 days) notice prior to the Service Time, if they wish to suspend, postpone or cancel the Service for any reason.
- b) In the event that such notice has been given, First Call will attempt to reschedule the Service if required.
- c) In the event that the Customer does not provide 120 hours' (5 days) notice prior to the commencement of the Service, the Customer agrees to pay a cancellation fee of \$100.00 (inclusive of GST) for administrative costs and loss, if charged by First Call. This fee will be deducted for the credit card taken at the time of booking or from monies held as deposit for the customer.
- d) A general cancellation fee of \$15.00 will apply to all services cancelled where more than 120 hours' (5 days) has been provided, to cover the costs of administration and credit card processing.

20. Fee for Non-Access to Premises

- a) In the event that the Customer does not provide unencumbered access the Premises for First Call or its Team Members to provide the Service, the Customer agrees to pay a cancellation fee of \$35.00 (inclusive of GST) for administrative and travel costs associated with attending the property.

21. Bond, Exit & End of Lease Service Provisions

The Customer agrees that as a part of a standard bond, exit and end of lease cleaning service, First Call has permission to:

- a) take photographs and/or videos of the premises before and after cleaning has been completed
- b) contact the relevant property's real estate Property Manager or Agent, at any time, to discuss matters relevant to the property's cleaning services and requirements
- c) provide any photographs, videos and forms & information to the real estate Property Manager or Agent
- d) in consultation with the property's real estate Agent or Property Manager, deduct from any bond monies held any amount owed to First Call by the Customer as a result of a non-payment for bond, exit or end of lease cleaning services.

22. Termination

- a) This Agreement may be terminated by the Customer by providing at least 72 hours' notice prior to the Service Time, with consideration given to any Cancellation Fees per Clause 18.
- b) First Call may terminate this Agreement by providing the Customer with at least 24 hours' notice prior to the Service Time.
- c) First Call may terminate this Agreement with immediate effect if the Customer is in breach of this Agreement, and in the opinion of First Call, that breach is incapable of remedy.

23. Privacy Policy

- a) The Customer acknowledges that any information provided by the Customer may be used by First Call for the purpose of providing our Services. First Call 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 or as permitted under this Agreement).
- b) The Customer agrees to First Call communicating with them electronically and/or via other means in order to provide the Service or for reasons related to the provision of the Service.
- c) First Call will take all reasonable precautions to protect personal information provided by the Customer from loss, misuse, unauthorised access or disclosure, alteration or destruction.

24. Changes to this Agreement

- a) First Call 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.
- b) 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.

25. Copyright

- a) 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 First Call Home Services Pty Ltd.

26. Law & Jurisdiction

- a) The Customer and First Call acknowledge and accept that this Agreement shall be construed and interpreted in accordance with the laws of Queensland and both agree to submit to the exclusive jurisdiction of the courts of Queensland in the event of any dispute.

27. Severability

- a) 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.