



TERMS AND CONDITIONS

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These Terms and Conditions shall apply to the exclusion of all others including any Terms and Conditions of the Customer. No goods or services shall be supplied by Merit Cleaning (the Contractor) 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.

Term and Cancellation of Service

1. The agreement shall exist on an ongoing basis and may be terminated by giving 30 days' notice in writing by either party. Notice of termination will be accepted by email to either's party email address.

Cleaning Cancellation Policy

2. The Contractor understands that sometimes things happen and you may need to reschedule or cancel a clean. We will do our best to accommodate you, all we ask is that you give your cleaner at least 24 hours' notice. If not, then a non-cancellation fee of 50% of the service fee will need to be paid. The same applies if we have problems accessing the customer's property, we will try to contact you and will allow 15 minutes' leeway.

Confidentiality

3. Any information acquired by us in the course of the engagement is subject to strict confidentiality requirements. That information will not be disclosed by us to other parties except as required or allowed for by law or professional standards, or with your express consent.

Fees

4. The price payable for the Services is the cost per service.
5. The Contractor may increase its base service fees annually.
6. The Contractor may increase the price payable should the Scope of Works/Services change from what was originally agreed. Should an increase to the price be necessary the Contractor will provide written notice to the Customer that the price has increased.

Access

7. The Customer agrees to provide to the Contractor any keys, swipe cards and alarm codes to the Customer's premises.
8. The Customer further agrees that any keys, swipe cards and alarm codes can be provided by the Contractor to the individual cleaner. The Contractor is not liable for any loss of keys or swipe codes or for any disclosure of the alarm code to a third party.

Terms of Payment

9. All payments to the Contractor:
 - a) must be made by either cash, direct deposit into the Contractor's nominated bank account;
 - b) must be made on the day of service or within 7 days of the date as noted on the Tax Invoice or as otherwise directed by the Contractor
10. The Contractor reserves the right at any time to withhold or cancel the supply of Services any time, without notice, if the Customer fails to comply with the terms of this Agreement.
11. The Contractor may withhold access to and delivery or performance of any Services until clear payment is received

Default

12. If the Customer makes default in any payment:
 - a) breaches any terms contained herein this Agreement;
 - b) is insolvent, or is likely to become insolvent, within the meaning of the Corporations Act 2001 (Cth);
 - c) has an administrator, liquidator or provisional liquidator, receiver and manager, or controller appointed over the Customer;
 - d) is subject to a winding up application under the Corporations Act 2001 (Cth); or
 - e) has a judgment awarded against it by any court or tribunal;then the Contractor may terminate this Agreement and all Tax Invoices and other monies owing to the Contractor become immediately due and payable.

13. In the event of default under this clause, the Contractor may, at its discretion:
 - a) elect to apply an interest charge against the Contractor's account at the rate of current market/bank interest rate of the outstanding monies per month or part thereof;
 - b) charge an administration fee of \$100.00 for each month, or portion thereof, that an amount owing by the Customer is overdue;
 - c) commence proceedings against the Customer or enforce any personal guarantee;
 - d) call and act upon any security interest that the Contractor is entitled to enforce;
 - e) recover against the Customer all moneys that are owed to the Contractor including incidental costs that are incurred in relation to the Customer's default including legal or debt collection costs;
 - f) list the default in payment with the appropriate credit reporting agency; and
 - g) perform any other action that the Contractor deems appropriate to enforce this Agreement and recovery monies owed.
14. At no time can the customer short pay or waive payment of any invoiced fee without acceptance the Contractor.

Change of Cleaner

15. The Contractor agrees to provide the services contained in the specification and at its discretion may change the allocated cleaner servicing the premises at any time.

Restrictive Covenant

16. The Customer agrees that should the Agreement 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 Merit Cleaning employee or Sub Contractor to work directly for the Customer in any capacity unless a selection fee equal to 30% of the Merit Cleaning employee or Sub-Contractor's last 12 month's earnings is paid by the Customer or recruiting organisation to Merit Cleaning.

Accidents and Damages On-site

17. All the Contractor's subcontractors are deemed to be insured with Public Liability Insurance. The Contractor will not be responsible for any accidental damages incurred by the Contractor's subcontractors at any time. Any damage to a customer site must be reported by the Customer to the Contractor within 24 hours and documented by the customer in writing.

Liability

18. The Contractor is not be liable to the Customer for any claim of any kind arising directly or indirectly (whether under statute, contract, tort, negligence or otherwise) in relation to any direct or consequential loss (including but not limited to any loss of actual or anticipated profits, revenue, savings, production, business, opportunity, access to markets, goodwill, reputation, publicity, or use) of any remote abnormal or unforeseeable loss or any similar loss whether or not in the reasonable contemplation of the parties, as a result of or in connection with the provision of the supply or performance of the Services.
19. The Customer agrees that they waive any claim, future or present, that they may have or may arise against the Contractor that is in any way connected directly or indirectly with the supply of the Services.
20. Notwithstanding any other provision of this Agreement, the Contractor is in no circumstances (whatever the cause) liable in contract, tort including without limitation, negligence or breach of statutory duty or otherwise to compensate the Customer for:
 - a) any increased costs or expenses;
 - b) any loss of profit, revenue, business, contracts or anticipated savings;
 - c) any loss or expense resulting from a claim by a third party; or
 - d) any special, indirect or consequential loss or damage of any nature whatsoever caused by the Contractor's failure to complete or delay in supply of the Services.
21. The Customer further indemnifies the Contractor from any costs or charges that in anyway either directly or indirectly relate to the supply of the Services and further for any services that the Contractor performs

Jurisdiction

22. This Agreement will be governed by the laws of New South Wales, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales.