

Terms & Conditions

RECITALS

Reliable Cleaning Service – Domestic and Commercial (A.B.N. 97 487 703 405) (“**Reliable Cleaning Service**”) operates an online platform at www.reliablecleaningservice.com.au (the “**Website**”) through which customers (“**Users**”) can make enquiries for the provision of cleaning services (“**Cleaning Services**”), by submitting a Booking Request.

The Business is in the business of providing Cleaning Services.

AND THE PARTIES HEREBY AGREE:

Access to and use of the Website is subject to the terms and conditions outlined in this agreement (the “**Terms**”).

1. Definitions and Interpretation

1.1. In these Terms (including the recitals), unless the context otherwise requires:

“**Booking**” means the booking made by you on the Website for the provision of Cleaning Services;

“**Booking System**” means the online system which enables you to make a Booking;

“**Cleaning Fee**” means the fee (inclusive of goods and service tax, if applicable) for the Cleaning Services charged on an hourly basis, as advised by Reliable Cleaning Service from time to time;

“**Intellectual Property Rights**” means all present and future rights anywhere in the world in relation to copyright, trademarks, designs, patents or other proprietary rights, or any rights to registration of such rights whether existing before or after your access to the Website;

“Payment Amount” means the amount that you are required to pay for the Cleaning Services under your Booking;

“Site Content” means all material, content and information made available on the Website including but not limited to written text, graphics, images, photographs, logos, trademarks, audio material, video material and any other forms of expression;

“you”, “your” means you as the user of the Website.

1.2. In these Terms, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect its interpretation or construction;
- (b) the singular includes the plural and vice versa;
- (c) references to recitals, clauses, subclauses, paragraphs, annexures or schedules are references to recitals, clauses, subclauses, paragraphs, annexures and schedules of or to these Terms;
- (d) words importing a gender include other genders;
- (e) the word “person” means a natural person and any association, body or entity whether incorporated or not;
- (f) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (g) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- (h) all monetary amounts are in Australian currency;
- (k) no rule of construction applies to the disadvantage of a party because these Terms are prepared by (or on behalf of) that party;
- (l) a reference to any thing is a reference to the whole and each part of it;
- (m) a reference to a group of persons is a reference to all of them collectively and to each of them individually; and
- (n) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document.

2. Terms and Conditions

2.1. Access to and use of this Website is governed by these Terms.

2.2. Reliable Cleaning Service periodically reviews the Terms and reserves the right to change the Terms, without any notice to you, by updating this document. You should review this document, as available on the Website, regularly as any changes to the Terms take immediate effect from the date of the publication on this document. Your continued use of the Website after any such changes are made will be deemed to constitute your acceptance of those changes.

2.3. You acknowledge that any hyperlinks or other redirection tools taking you to other operated by third parties that appear on the Website ("**Third Party Sites**") are not controlled by Reliable Cleaning Service and do not form part of the Website. You agree that you will not hold Reliable Cleaning Service liable or in any way accountable for anything that occurs on any Third Party Site.

3. **Acceptance**

3.1. In order to use this Website and make a Booking, you must first agree to the Terms.

3.2. You accept the Terms by:

- (a) creating a User Profile; and
- (b) clicking to accept/agree to the Terms; or
- (c) making a booking

3.3. Notwithstanding clause 3.2, you may not accept the Terms or access the Website if:

- (a) you are not of legal age to form a binding contract with Reliable Cleaning Service; or
- (b) you are a person barred from entering into contracts under legislation, in which case, you must immediately leave the Website.

3.4. By accepting the Terms, you agree that this is clear and unequivocal proof that the Terms are not unconscionable, that there is no unfair bargaining power or position, that there is no duress, and that you have carefully read and understood the Terms.

3.5. If you do not understand any part of the Terms you should seek independent legal advice.

4. **User Profile**

4.1. You will be required to register your personal information, including your name, address, phone number and payment details on the Website in order to make a Booking ("**User Profile**").

4.2. Reliable Cleaning Service may delete or block User Profiles at its own discretion. Blocked users are prohibited from setting up a new User Profile.

5. **Booking System**

5.1. To make a Booking you must login to your User Profile and use the Booking System to request a Booking. You will receive a Booking request confirmation receipt from Reliable Cleaning Service after submitting your Booking request.

5.2. When a Booking is confirmed, Reliable Cleaning Service will issue you with an acceptance email that constitutes the relationship between you and Reliable Cleaning Service for the provision of the Cleaning Services.

5.3. If the requested Booking cannot be facilitated, Reliable Cleaning Service will arrange an alternative time for the Cleaning Service with you.

5.4. The Booking System is provided on the Website to enable you to make legitimate Bookings and to make payments for those Bookings, and for no other purposes.

5.6. You confirm that you are at least 18 years of age and possess the legal authority to use the Booking System in accordance with these Terms. You also agree that all information supplied by you in using the Website and the Booking System will be true and accurate at all times.

5.7. Any speculative, false or fraudulent Booking is prohibited. You agree that the Booking System will only be used to make legitimate Bookings for you or another

person for whom you are legally authorised to act. You acknowledge that abuse of the Booking System may result in you being denied access to the Booking System.

5.8. Reliable Cleaning Service has the right at any time to add, change or withdraw functions available on the Website at its own discretion.

6. Payment

6.1. You agree that at the time of Booking, your payment details will be transferred to Reliable Cleaning Service's secure payment gateway. Reliable Cleaning Service may check the availability of funds on your nominated payment method to ensure sufficient funds are available.

6.2. Upon the successful completion of your Cleaning Service, you agree to the automatic debit of the Payment Amount to your nominated payment method. You must ensure that sufficient funds are available for debit at that time. Fees and charges relating to insufficient funds at time of debit will be passed onto you.

6.3. Reliable Cleaning Service will call once receiving your booking enquiry information. A formal invoice will then be issued to you for payment via email, with confirmed date and cost for payment prior to booked date. The invoice will include an online payment link for convenience. Invoice must be paid 24 hours prior to confirmed booking.

7. Changes and Cancellations

7.1. You can cancel or amend a Booking on the Website, free of charge, up to 24 hours before the Cleaning Service is scheduled to begin.

7.2. If you cancel or amend a Booking within 24 hours before the Cleaning Service is scheduled to begin, you will have to pay cancellation costs.

7.3. You cannot amend, extend or cancel a Booking during the performance of the Services.

7.4. The Cleaning Agreement shall expire once the Cleaning Services under the Booking have been performed.

7.5. If the Business is unable to fulfil a confirmed Booking (in full or part), we will attempt to find you a replacement Business. If we cannot find you an alternative Business, we will reschedule your Booking to a new time which suits you. If we cannot find a suitable time for you, you may cancel the Booking at no charge.

8. Cleaning Services

8.1. Reliable Cleaning Service operates the Website as the facilitator for the Cleaning Services and provides you with the platform to purchase the Cleaning Services.

8.2. All bookings are subject to Business availability.

9. Business Ratings

9.1. You can post ratings on the Website for the Cleaning Services provided ("**Ratings**").

9.2. Ratings must be based on demonstrable facts. They must be written fairly and objectively and must not contain any content which is offensive or abusive, liable to criminal prosecution or otherwise unlawful (e.g. content which infringes third parties' intellectual property rights). Ratings which violate this clause will not be published or will be deleted. Ratings will identify the User that has posted the Rating.

9.3. By sending in a Rating, you grant Reliable Cleaning Service, free of charge, the usage rights to the text of the Rating without any territorial or time limitation.

9.4. Reliable Cleaning Service will have the right to deal with the Rating in any manner it sees fit, including using it for further rating services, passing it on to third parties or publishing it.

9.5. Unjustified multiple Ratings, self-Ratings and other forms of Rating which attempt to have a distorting influence on the rating system are prohibited.

10. Termination

10.1. Reliable Cleaning Service may at its discretion terminate your use of, or access to, the Website at any time. If this happens we may notify you by email. If your use of the Website is terminated:

- (a) you are no longer authorised to access the Website or use any other Reliable Cleaning Service services with the email address you used to register with the Website or any other email address you possess;
- (b) you will continue to be subject to and bound by all restrictions imposed on you by the Terms;
- (c) all licences granted by you and all disclaimers by Reliable Cleaning Service and limitations of Reliable Cleaning Service's liability set out in the Terms or elsewhere on the Website will survive termination.

10.2. You may terminate this agreement by emailing Reliable Cleaning Service at eddie@reliablecleaningservice.com.au. Reliable Cleaning Service will disable your User Profile within fourteen (14) days of receipt of the email requesting termination of your User Profile.

10.3. Reliable Cleaning Service reserves the right to deduct any outstanding fees and charges owing to Reliable Cleaning Service and/or the Business on your User Profile prior to disabling it.

11. Dispute Resolution Policy

11.1. Reliable Cleaning Service will use reasonable endeavours to mediate any dispute concerning the use of the Website.

11.2. Disputes in relation to the Cleaning Services carried out by Reliable Cleaning Service or any other issue that remains unresolved will be referred, where appropriate, to external dispute resolution services or authorities.

12. Security of Payment

12.1. We have taken all practical steps from both a technical and systems perspective to ensure that all of your information is well protected. A secure payment gateway is used to process all transactions and credit card details. Reliable Cleaning Service does not give any warranty or make any representation regarding the strength or effectiveness of the secure payment gateway and is not responsible for events arising from unauthorised access to your information.

13. Privacy

13.1. Reliable Cleaning Service collects and stores the personal information you enter into the User Profile. The personal information collected by Reliable Cleaning Service will be maintained in accordance with our Privacy Policy available on the Website.

14. Intellectual Property

14.1. The Site Content is protected by copyright and Reliable Cleaning Service reserves all Intellectual Property Rights which may subsist in the Site Content and/or the Website.

14.2. By accepting the Terms, you are granted a non-exclusive licence to:

- (a) view the Website;
- (b) print pages from the Website in its original form; and
- (c) download any material from the Website for caching purposes only.

14.3. You must not, without Reliable Cleaning Service's prior written consent which may be withheld at its absolute discretion:

- (a) copy, republish, reproduce, duplicate or extract Site Content;
- (b) redistribute, sell, rent or licence any Site Content; or
- (c) edit, modify or vary the Site Content.

15. Acceptable Use

15.1. You must not use, or cause this Website to be used, in any way which:

- (a) breaches any clause of the Terms;
- (b) infringes Reliable Cleaning Service's or any third party's Intellectual Property Rights;
- (c) is fraudulent, illegal or unlawful; or
- (d) causes impairment of the availability or accessibility of the Website.

15.2. You must not use, or cause this Website to be used, as a medium which stores, hosts, transmits sends or distributes any material which consists of:

- (a) spyware;
- (b) computer viruses;
- (c) Trojans;
- (d) worms;
- (e) keystroke loggers; or
- (f) any other malicious computer software.

16. Indemnity and Liability

16.1. General indemnity

You agree to indemnify Reliable Cleaning Service, on demand, against any claim, action, damage, loss, liability, cost, charge, expense or payment which Reliable Cleaning Service may pay, suffer, incur or are liable for, in relation to any act you do or cause to be done, in breach of the Terms.

16.2. General limitation of liability

We will not be liable to you in contract, tort or equity in relation to any direct, indirect or consequential loss you incur in relation to the contents, use or reliance of Site Content or otherwise in connection with the Website.

16.3. Cleaning Services Liability

To the extent permitted by law, Reliable Cleaning Service will not be responsible and will be excluded from all liability, for any loss or damage whatsoever (including personal injury, loss of life and damage to property) that you or another person may suffer in connection with the offer or supply of (or default in supplying) the Cleaning Services.

16.4. Information accuracy

You acknowledge and agree that some of the Site Content may be provided by way of blogs or comments made by other users of the Website (i.e. Ratings), and that Reliable Cleaning Service does not accept any liability for the accuracy of such information or your reliance on the same. The Site Content is provided to you as general information only and is not intended to substitute or replace the advice of a duly qualified professional (where applicable).

16.5. Acceptance

By using this Website, you agree and accept that the indemnity and limitations of liability provided in this clause 16 are reasonable.

17. Warranties and Representations

17.1. The use of this Website is at your own risk. The Site Content and everything from the Website is provided to you on an “as is” and “as available” basis without warranty or condition of any kind.

17.2. None of Reliable Cleaning Service’s affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors make any express or implied representation or warranty about the Site Content or Website.

18. General Provisions

18.1. Any provision of, or the application of any provision of these Terms which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.

18.2.

Any provision of, or the application of any provision of these Terms which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

18.3. If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in these Terms.

18.4. These Terms shall be governed by and construed in accordance with the law for the time being applicable to South Australia and you agree to submit to the non-exclusive jurisdiction of the Courts of South Australia.