

## TERMS AND CONDITIONS OF CLEANING

These terms and conditions ('Terms') apply to all cleaning services provided to any person or entity ('Customer') by Sydney Eco Cleaning and its subsidiaries. The Terms are deemed to apply to all cleaning for the Customer provided after the Customer has been given notice of these Terms.

### 1. Service of Cleaning

1.1 Neither these Terms nor any written or verbal quotation by Sydney Eco Cleaning represent a binding agreement to service cleaning submitted by Customers ('Cleaning'). A binding agreement in relation to a request for Cleaning will only be formed between Sydney Eco Cleaning and a Customer when Sydney Eco Cleaning accepts a request for Cleaning in writing confirming the details of the service to be supplied by Sydney Eco Cleaning ('Cleaning Confirmation').

1.2 Subject to clause 2, Sydney Eco Cleaning will use its best endeavours to service the Cleaning in accordance with the Cleaning Confirmation provided to the Customer.

### 2. Servicing Conditions

2.1 Sydney Eco Cleaning reserves the right to refuse or withdraw any Cleaning from service at any time (even if the Cleaning has previously been serviced by Sydney Eco Cleaning).

2.2 Sydney Eco Cleaning may, at its discretion and at any time, cancel, reschedule or replace any page or cleaning spots or breaks within or between pages.

2.3 After Sydney Eco Cleaning has issued an Cleaning Confirmation in respect of particular Cleaning:

- (a) Sydney Eco Cleaning will have sole discretion to accept or reject any Customer's request to cancel the Cleaning or vary the terms relating to the Cleaning; and
- (b) Sydney Eco Cleaning will be entitled to payment in full irrespective of any request by the Customer to cancel or vary any Cleaning.

2.4 The Customer may not resell or sub-licence cleaning spots made available by Sydney Eco Cleaning.

2.5 Sydney Eco Cleaning makes no warranties with respect to:

- (a) the proximity of Cleaning relative to the service of the Customer's competitors' cleaning; and
- (b) providing Cleaning spots without interruption.

2.6 The Customer must use the entire number of Cleaning Spots set out in the Cleaning Confirmation within the Cleaning Term. Any Cleaning Spots not used by the Customer during the Cleaning Term will be forfeited by the Customer.

### 3. Lodgement of Cleaning

3.1 The Customer must lodge the Cleaning copy in accordance with Sydney Eco Cleaning's requirements, including without limitation Sydney Eco Cleaning's requirements as to format.

3.2 Sydney Eco Cleaning will have no liability to the Customer for any failure to service Cleaning, or for any other loss suffered by the Customer, as a result of late delivery of the Cleaning.

3.3 The Customer must collect the Cleaning material submitted to Sydney Eco Cleaning promptly after the final service date. Sydney Eco Cleaning will endeavour to take reasonable care of Cleaning material in its custody and control, but will not be responsible for any loss or damage to Cleaning material.

### 4. Warranties

4.1 By lodging Cleaning for service, the Customer warrants to Sydney Eco Cleaning that the Cleaning does not breach or infringe:

- (a) the Trade Practices Act (Cth), Fair Trading Acts (State) and equivalent legislation;
- (b) State and Commonwealth anti-discrimination legislation;
- (c) any copyright, trade mark or obligation of confidentiality;
- (d) any other right of any third party anywhere in the world, including without limitation that no service of the Cleaning will constitute a moral rights infringement, injurious

falsehood, passing off, unfair competition or misleading conduct;

(e) any law relating to or concerning terrorism or national security, the cleaning of therapeutic goods or medicines, the cleaning of alcohol or tobacco products, or any other cleaning laws, regulations or guidelines;

(f) any law of defamation or obscenity;

(g) any law of contempt of any court, tribunal or royal commission;

(h) The Anti-Terrorism Standard under the Servicing Services Act;

(i) the Privacy Act (Cth) or any other privacy law or obligation; and

(j) any other law (including but not limited to any common law, statute, delegated legislation, codes of practice, standards, rule and ordinance of the Commonwealth, any State or Territory, regulatory agency or industry selfregulatory body).

### 5. Cleaning Rates and Payment

5.1 Subject to clause 5.4, the Customer must pay for Cleaning on or before the time of lodgement of the Cleaning copy and in accordance with the rates set out in the Cleaning Confirmation. The rates are exclusive of taxes, duties or GST ('Taxes').

5.2 The Customer must pay an additional amount equal to any Taxes payable by Sydney Eco Cleaning in respect of Cleaning. Without limiting the foregoing, if Sydney Eco Cleaning makes any taxable supply to the Customer, the Customer shall pay to Sydney Eco Cleaning, on provision of a valid tax invoice, an amount equal to the GST which is payable in respect of that taxable supply.

5.3 Time is of the essence with respect to all of the Customer's payment obligations.

5.4 Within five business days of the date of the Cleaning Confirmation, the Customer must pay any deposit specified in the Cleaning Confirmation.

5.5 If Sydney Eco Cleaning terminates or ceases Cleaning in accordance with clause 2.6 or clause 6.1, the Customer shall not be entitled to a refund of any payment made for the Cleaning.

### 6. Failure to Pay and other Breaches

6.1 If a Customer fails to pay for Cleaning in accordance with clause 5 or if a Customer suffers an Insolvency Event as defined in clause 6.2, or if a Customer breaches any of the warranties set out in clause 4, Sydney Eco Cleaning may (in its discretion and without prejudice to any other rights or remedies it may have):

- (a) cancel any credit previously provided to the Customer and claim immediate payment of all amounts due by the Customer to Sydney Eco Cleaning on any and all accounts;
- (b) require cash pre-payment for further Cleaning;
- (c) charge interest on all overdue amounts at the rate 2% above the National Australia Bank Overdraft Base Rate;
- (d) recover from the Customer all costs relating to any action taken by Sydney Eco Cleaning to recover amounts owing for Cleaning, including without limitation any mercantile agency costs and legal costs on a full indemnity basis; and/or
- (e) cease or suspend the service of any further Cleaning on behalf of the Customer and terminate Cleaning not yet service upon notice to the Customer.

6.2 A Customer suffers an 'Insolvency Event' if:

- (a) the Customer is a natural person and the Customer commits an act of bankruptcy;
- (b) the Customer is a body corporate and the Customer:
  - (i) Cannot pay its debts as and when they fall due;
  - (ii) enters into any arrangement with its creditors other than in the ordinary course of business;
  - (iii) passes a resolution for administration, wind up or liquidation (other than for the purposes of re-organisation or reconstruction);
  - (iv) has a receiver, manager, liquidator or administrator appointed to any of its property or assets; or
  - (v) has any petition presented to it for the winding up of the Customer.

6.3 Sydney Eco Cleaning reserves the right to withhold any discounts or rebates if the Customer fails to comply with its payment obligations.

6.4 A written statement of debt duly signed by an authorised employee of Sydney Eco Cleaning shall be prima facie evidence and proof of the amount owed by the Customer to Sydney Eco Cleaning.

### 7. Liability

7.1 The Customer acknowledges that it has not relied on any advice given or representation made by or on behalf of Sydney Eco Cleaning in connection with the Cleaning.

7.2 Sydney Eco Cleaning excludes all implied conditions and warranties from these Terms, except any condition or warranty (such as conditions and warranties implied by the Trade Practices Act and equivalent State acts) which cannot by law be excluded ('Non-excludable Condition').

7.3 Sydney Eco Cleaning limits its liability:

- (a) for breach of any Non-excludable Condition (to the extent that liability for such breach can by law be limited); and
- (b) for any other error or omission in the service Cleaning caused by Sydney Eco Cleaning, or any other breach of these Terms by Sydney Eco Cleaning, to (at Sydney Eco Cleaning's option) re-supply of the Cleaning services affected by the breach, or payment of the cost of re-supply.

7.4 Subject to clauses 7.2 and 7.3, Sydney Eco Cleaning excludes (to the fullest extent permissible by law) all other liability to the Customer for any costs, expenses, losses and damages suffered or incurred by the Customer in connection with these Terms and any Cleaning servicemen by Sydney Eco Cleaning, whether that liability arises in contract, tort (including by Sydney Eco Cleaning's negligence) or under statute. Without limiting the foregoing, Sydney Eco Cleaning will in no circumstances be liable for any indirect or consequential losses, including without limitation loss of profits, loss of revenue and loss of business opportunity.

7.5 The Customer indemnifies Sydney Eco Cleaning and its officers, employees, contractors and agents (the 'Indemnified') against any costs (including without limitation legal costs on a full indemnity basis), expenses, losses, damages and liability suffered or incurred by the Indemnified arising from the Customer's breach of these Terms and any negligent or unlawful act or omission of the Customer in connection with the Cleaning.

### 8. Privacy

8.1 Sydney Eco Cleaning may collect a Customer's personal information to provide the servicing services to the Customer and for invoicing purposes. Sydney Eco Cleaning may disclose this personal information to its related companies, to credit reporting agencies and other third parties as part of the provision of the Cleaning. Where a Customer has an overdue account, Sydney Eco Cleaning may disclose personal information to debt collection agencies to recover the amount due.

8.2 Customers may gain access to their personal information by writing to Sydney Eco Cleaning.

### 9. General

9.1 These Terms represent the entire agreement of the Customer and Sydney Eco Cleaning in relation to Cleaning and cannot be varied except in writing by an authorised officer of Sydney Eco Cleaning. No purchase order or other document issued by the Customer will vary these Terms.

9.2 Sydney Eco Cleaning will not be liable for any delay or failure to service Cleaning caused by a factor outside Sydney Eco Cleaning's reasonable control (including but not limited to any Act of God, war, breakdown of plant, industrial dispute, electricity failure, governmental or legal restraint).

9.3 Sydney Eco Cleaning may serve any notice or court documents on a Customer by forwarding them by prepaid post or facsimile to the last known address of the Customer.

9.4 These Terms are governed by the laws of the State of New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of the State of New South Wales in connection with disputes concerning the subject matter of these Terms.