



## CLEANING SERVICES TERMS AND CONDITIONS

This Cleaning Services Agreement (“Agreement”) is entered into between (the “Service Provider”, “we”, “us”, “our”) and The Client (“you”, “your”), as identified in the accepted Quote.

By engaging our Services, you acknowledge and agree to be bound by this Agreement.

### 1. Definitions

In this Agreement, the following definitions apply (unless the context requires otherwise).

- **Agreement** means this Cleaning Services Agreement, including the Quote and its specifications and pricing, these Terms and Conditions and any policy documents referred to in the Quote.
- **Business Day** means a day that is not a Saturday, Sunday or Public Holiday in New South Wales.
- **Cleaning Specifications** means the cleaning scope, inclusions, frequency, areas and standards set out in the accepted Quote (and any attached specification or scope documents).
- **Consumables** means consumable products supplied in connection with the Services (for example bin liners, paper products, soaps and similar items), whether included in the Quote or ordered as additional items.
- **Force Majeure Event** means an event beyond a party’s reasonable control, including extreme weather, transport disruptions, site safety concerns or government directions.
- **GST** has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- **Minimum Service Period** means the minimum contract term stated in the Quote, or if not stated, 12 months from the Start Date for Ongoing Services.
- **Ongoing Services** means Services provided on a recurring basis under a regular schedule (for example weekly, fortnightly or monthly), commencing on the Start Date and continuing for the Service Period.
- **One-Off Services** means Services provided as a single booking or ad-hoc job on an agreed date, which end once the service is completed and do not renew unless agreed in writing.
- **Premises** means the site address where the Services are to be performed, as set out in the Quote or otherwise confirmed in writing.
- **Public Holiday** means a public holiday that applies at the Premises location (including a public holiday declared in New South Wales).

- **Quote** means the written quotation (including any attachments) issued by the Service Provider and accepted by the Client, which sets out the Cleaning Specifications and pricing.
- **Service Period** means the initial term for Ongoing Services described in clause 4.1 (or as otherwise stated in the Quote) and any renewal term(s).
- **Services** means the cleaning and related services to be provided by the Service Provider as described in the Quote and any agreed variations.
- **Start Date** means the date Ongoing or One-off Services commence, as stated in the Quote or otherwise agreed in writing.
- **Variation** means a change to the Services or Cleaning Specifications (including additional services) requested by the Client and approved in writing by the Service Provider.
- **Waste Services** means any waste-related services (including supply, servicing, collection or disposal of bins) arranged by the Service Provider or its suppliers in connection with the Services.
- **Worker** means any employee, contractor or subcontractor engaged by the Service Provider to perform the Services.

If there is any inconsistency, the Quote prevails, followed by these Terms, then any policies.

### 2. Scope of Services

The Service Provider agrees to provide cleaning related services at the client site in accordance with the following terms and agrees to:

- to perform the services diligently and in accordance with the accepted Quote.
- to document any additional or varied Service requests for approval.
- to provide all necessary equipment and cleaning products, which are suitable for the purpose and supported by Material Safety Data Sheets (MSDS).

### 3. Client Responsibilities

The Client acknowledges and agrees:

- that the Service Provider is not a labour hire company and therefore, Workers performing the Services are employees or contractors engaged by us and are not employees of the Client. This Agreement does not create any employment, agency, or partnership relationship between the Client and the Service Provider’s workers; and we retain full control, direction and supervision over all workers performing the Services.

- they are authorised to use the Premises and obtain the provision of Services at the premises.
- to provide safe, hazard-free access (including keys, passes and alarm codes and as required, provide any safety induction training for workers attending sites). Safety induction sessions required will be charged to the client on the initial invoice at the agreed hourly rate.
- to provide suitable storage for the Service Provider’s equipment, if required.
- to ensure electricity, water and waste facilities are available.
- to notify the Service Provider promptly of hazards or safety concerns.
- to secure fragile or valuable items before Services commence.

#### 4. Service Period & Renewal

##### 4.1. Ongoing Services

Ongoing Services commence on the Start Date and continue for an initial **12-month Service Period**, unless otherwise agreed in writing.

This Agreement will **automatically renew for a further 12-month period** unless either party gives at least **45 days’ written notice** before the end of the current Service Period. Refer to the notice period in Clause 5.5.

##### 4.2. One-Off Services

One-off Services, including specialist cleans and ad-hoc jobs, will be performed on the agreed service date only and will end once the service is completed.

One-off Services do not renew unless expressly agreed in writing.

#### 5. Booking, Cancellations & Rescheduling

We schedule our cleaning teams ahead of time to keep services running smoothly, which means short-notice cancellations or rescheduling are not always easy to accommodate and may result in additional costs.

##### 5.1. Booking Confirmation

All bookings, whether one-off or ongoing, must be confirmed by the Service Provider by email or phone, with written confirmation to follow.

##### 5.2. Site Access and Readiness

The Client must ensure the Service Provider has **clear, safe and unobstructed access** to the areas requiring service.

If the Service Provider attends the site and the site is **not ready for services to commence**, the Client will be notified in writing.

Delays, aborted services, or the need to re-attend may result in **additional** charges such as rescheduling fee being applied to the invoice.

##### 5.3. How to Cancel or Change a Booking

All cancellations or **rescheduling** requests must be:

- made **in writing**
- sent to **service@pharo.com.au**
- include the contracted company name, site address, service date and service time.

#### 5.4. Cancellation and Rescheduling Fees

Cancellation and rescheduling fees are calculated on the quoted price for that service and Notice periods are measured before the scheduled service start time.

Service Type	Minimum Notice Required	Fee (based on quoted prices)
Ad-hoc One-off services	2 business days	Reschedule 10% fee Cancellation 25% fee
Changes to Scheduled Ongoing services (including services on Public Holidays or Pause Requests)	14 days	Reschedule 10% fee
Cancellation of Ongoing Services	45 days	Refer to 11. Termination

#### 5.5. Deemed Receipt of Notices

If you email us at **service@pharo.com.au**, we treat your email as “being received” at the following times:

- If your email arrives **Monday to Friday between 9:00am and 5:00pm** (AEST or AEDT), it is treated as being received **that same day**.
- If your email arrives **outside these hours** (including weekends and Public Holidays), it is treated as being received on the **next Business Day**.

#### 6. Pricing, Payment Terms & Service Additions

You agree to pay the quoted price and any applicable charges. Payment timing depends on whether you are on an Ongoing Services contract or booking a one-off or ad-hoc service, refer to clauses 6.2 and 6.3.

Your Quote and any specification documents may include additional terms relevant to the products and services to be provided.

##### 6.1. General Payment Terms

Payments may be made via Electronic Funds Transfer (EFT) or credit card (including AMEX). Credit card payments may incur a surcharge. Bank transfers must be processed at least 3 business days prior to the scheduled service. Cheque payments are no longer accepted.

##### 6.2. Clients with Ongoing Cleaning Service Contracts

- Services are billed monthly from the start date specified in the quotation.
- Your agreed Annual charge is payable in 12 equal monthly instalments.
- The initial invoice may be prorated based on the number of service days in the first month.
- Payment is due within 7 days of the invoice date, unless otherwise stated in the accepted quote.
- Additional services or consumables may be invoiced separately or added to the monthly invoice and will follow the same payment terms.

### 6.3. Clients without an Existing Ongoing Contract

- Clients without an existing ongoing contract that request one-off, ad-hoc services including consumables and waste services must pay in advance for all products and services associated with service.
- If payment is not received by the scheduled service time and the Service Provider is unable to contact the Client, the service may be deemed as cancelled and cancellation fees may apply.

### 6.4. Service Amendments and Variations

Any changes to the agreed scope of services must be approved in writing before the scheduled service time.

- Cleaners are **not authorised** to accept service changes on site.
- Requests for additional services must be made by email.
- Approval is at the Service Provider's discretion and may incur additional charges or require a new quotation to be prepared.

If the site is not ready for service delivery, the Service Provider may treat the service as a variation, cancellation, or re-attendance, and applicable fees may apply.

### 6.5. Public Holidays, Christmas/New Year period, Temporary Closures and Service Pauses (Ongoing Services only)

Cleaners working on public holidays at the service location may be entitled to penalty rates under the applicable industrial award. Therefore, the arrangement for public holiday services must be confirmed when quoting.

- Where your accepted quotation specifies that services are scheduled on public holidays, we will attend as scheduled, provided site access is available as arranged.
- Recurring services scheduled on a public holiday will proceed as scheduled unless the Client provides at least 14 days' advance written notice requesting cancellation or rescheduling.
- Credits will only be applied where the site is closed for more than one consecutive week, such as during the Christmas and New Year shutdown period. Where the

appropriate 14 days' notice is provided, affected services will be cancelled and the applicable adjustment will be applied to the next monthly invoice.

- Where a recurring or scheduled service falls on a single public holiday during the year and the service is not required, we're unable to apply a credit to the next monthly invoice.
- Where a scheduled service does not proceed, additional time may be required at the next visit to restore the expected cleaning standard. This may result in a longer service duration and additional charges.
- A public holiday surcharge applies to any services performed on public holidays, unless otherwise expressly included in the accepted quotation. For legacy service agreements where public holiday surcharges were not outlined in the original quotation, any public holiday attendance will incur the applicable surcharge unless otherwise agreed in writing.

### Temporary Closures and Service Pauses

- Temporary closures, including renovations or refurbishments, are not automatically treated as a pause in services. A service pause will only apply where the site is closed for more than one consecutive week and 14 days advance notice of the pause is agreed in writing.
- Single or short-term closures will be treated as skipped scheduled services, with no credits or refunds applying.

### 6.6. Additional Charges

The Service Provider may pass on costs for:

- Credit card processing fees
- Travel expenses
- Parking fees (where equipment prevents distant parking)
- Attendance at client safety inductions (charged at agreed hourly rates)

### 6.7. Late Payments

This clause applies to overdue invoices for Ongoing Services (see clause 6.2). For one-off or ad-hoc services, prepayment rules apply (see clause 6.3).

- If payment is not received by the due date, the Service Provider may charge interest at 10% per annum or up to 15% above the RBA cash rate (whichever is higher).
- A late payment fee of \$150 applies for the first month of non-payment.
- Where an invoice remains unpaid, we may follow it up with the Client's nominated accounts contact (including a strata managing agent or property manager where they are the authorised billing contact), and we may refer the overdue amount to a debt collection agency and recover reasonable costs of recovery, where permitted by law.
- The Client agrees to indemnify the Service Provider for all legal and recovery costs incurred due to late payment.

**For one-off and ad-hoc services** (which are payable in advance under clause 6.3), if pre-payment is not received by the

scheduled service time and the Service Provider cannot contact the Client, the service will be deemed cancelled and cancellation fees may apply. (Refer Clause 5.4)

### 6.8. Credit Card Authority

By providing credit card details, the Client authorises the Service Provider to automatically charge the card for:

- Monthly service fees;
- Additional services requested or required;
- Late payment or cancellation fees (if applicable).

This authority remains in effect until services are cancelled and all outstanding amounts are paid. The Client is responsible for ensuring the card remains valid and funded. The Client warrants they have authority to approve such charges and indemnifies the Service Provider against any claims arising from unauthorised use.

### 6.9. Annual Pricing Review

We conduct an annual review of our pricing in April, taking into account changes in CPI, **labour** costs, insurance and statutory requirements. CPI-related adjustments may take effect from July invoices. You'll receive at least 30 days' written notice of any changes.

### 6.10. GST

Unless otherwise specified, all prices and quotations are **exclusive of GST**. If GST is payable, the amount will be detailed in a tax invoice.

## 7. Additional Products and Services

### 7.1. General Charges

All associated costs for additional services will be passed on to the Client. This includes, but is not limited to:

- Delivery fees
- Disposal of hazardous or dangerous waste
- Futile visit charges (e.g. access not provided)
- Equipment hire or replacement costs

### 7.2. Bathroom Services

- Services include the provision and maintenance of soap dispensers, air freshener units and hygiene bins.
- Washroom services cannot be paused once commenced. Charges will continue until the date of confirmed removal.
- Replacement fees will apply for any damaged or missing units.

### 7.3. Consumable Products

- Bin liners and other consumables are supplied and charged on your monthly invoice.
- Orders delivered outside metropolitan areas may incur additional delivery fees if the order value is below the minimum spend threshold.
- A restocking fee will apply for any returns due to change of mind.

- Any dissatisfaction with supplied products must be reported promptly to allow us to seek a refund or credit from our supplier.
- All supplier charges will be passed on.

### 7.4. Waste Services

It is the Client's responsibility to:

- ensure suitable vehicle access is available for waste collection trucks.
- ensure bin weight limits and usage guidelines are adhered to.
- It is the Client's responsibility to maintain a safe and secure storage area for consumables and waste bins.
- Bins are accessible and unlocked, or keys must be provided.

If any of the above conditions are not met, any resulting additional charges will be included in the next invoice.

## 8. Equipment Supply & Purchase

From time to time, depending on your needs and the specific circumstances of your site, the Service Provider may determine that specialised equipment is required to deliver the Services (e.g., floor scrubbing machines, machinery, or equipment specific to flooring and cleaning needs). The Service Provider will provide a quotation for any equipment and obtain the Client's prior consent before purchasing such equipment.

Unless otherwise agreed, the equipment remains owned or leased by us (or our financier/lessor) and is used by our team to deliver the Services. The equipment cost will be charged as a fixed monthly equipment instalment (itemised on your monthly invoice) for the term of the lease or rental. If the Agreement ends early for any reason, you must pay the remaining outstanding equipment instalments, in addition any applicable early termination charges, which will be included on the final invoice.

The Client is responsible for the maintenance and service costs of that equipment.

If cleaning equipment and materials are provided by the Customer this is at their sole discretion. These products and equipment must not be tampered with and considered in full working order, tagged and tested and accompanied with the appropriate MSDS forms and applicable licenses, if warranted.

## 9. Health & Safety

We may undertake a job safety analysis before the commencement of any work to assess the health and safety risk at the Premises. The Cleaner may, either before or during the provision of the Service:

- refuse to use, or stop using, any materials or equipment where the Cleaner considers it may pose a health and safety risk.
- if they believe it's unsafe to continue (for example, exposed asbestos, aggressive behaviour, unsafe access, or other serious hazards), the Service Provider may suspend Services until the site is made safe and safe access is available.

## 10. Complaints & Service Issues

- The Client must report by email any concerns, defects, or dissatisfaction with the Services to the Service Provider's Operations Team within 24-hours of service completion at [service@pharo.com.au](mailto:service@pharo.com.au).
  - Where a valid complaint is received within this timeframe, the Service Provider will investigate and, if appropriate, either rectify or re-clean the affected area at no additional cost.
  - Complaints received after 24 hours may not be accepted, as site conditions may have changed beyond the Service Provider's reasonable control.

## 11. Contract Termination

- Termination for Convenience: Either party may terminate this Agreement for convenience by providing at least 45 days' written notice after the minimum service period.
- Termination for Breach: Either party may terminate this Agreement immediately if the other party fails to remedy a material breach within 14 days of receiving written notice of the breach.
- Termination for Insolvency: This Agreement may be terminated immediately if either party becomes insolvent, enters liquidation, or is otherwise unable to pay its debts as they fall due.
- Obligations on Termination: Upon termination, the Client must pay for all Services provided up to the effective date of termination and allow retrieval of any equipment belonging to the Service Provider. If access is not made available to retrieve equipment, any items will be charged for at the replacement value of each item
- Minimum Service Period: This agreement includes a minimum service period of 12 months unless otherwise outlined in your quotation document. If the Client chooses to terminate the Agreement before the end of this minimum period (other than in accordance with the termination rights outlined above), an early termination fee of 50% of the remaining annual service fees will apply. This reflects a genuine pre-estimate of the Service Provider's loss.
- A material breach may occur where there is non-payment, serious or repeated safety issues, denial of access, unauthorised service changes, or ongoing service issues that stop the services being delivered. The Client must raise any issues with us immediately in writing and give a reasonable chance to remedy the situation. These situations may result in termination of this Agreement.

## 12. Changes to this Agreement

- We may update these Terms and Conditions from time to time. If we make any material changes, we will give you at least 30 days' written notice. We may also publish the updated version on our website and provide it with invoices and quotes. The updated Terms will apply from the effective date shown in the footer.
- If you do not agree to the updated Terms, please notify us in writing before the effective date. (Refer Clause 5.5)
- If you continue to use the Services after the effective date (whether as a one-off job or as part of a regular cleaning

schedule), you will be taken to have accepted the updated Terms.

## 13. Assignment & Transfer

In order to deliver consistent and high-quality service, the Service Provider may assign, subcontract, or transfer some or all of its rights or obligations under this Agreement to another reputable service provider.

- The Client may not assign, subcontract, or transfer any of its rights or obligations under this Agreement without the prior written consent of the Service Provider, which will not be unreasonably withheld.
- Any attempted assignment or transfer in breach of this clause is void and has no effect.

## 14. Staff Protection

- During the term of this Agreement and for 12 months after it ends, the Client must not employ, engage, contract with, or solicit any of our Workers.
- For this clause, solicit means to directly or indirectly approach, encourage or invite a Worker to stop working with us and to work for the Client (or another person), including offering them work outside this Agreement.
- This clause does not prevent a Worker responding to a general advertisement that is not targeted at our Workers.
- If the Client breaches this clause, the Client must pay liquidated damages equal to 30% of the annual contract value (a genuine pre-estimate of our loss), to cover recruitment, onboarding, training and service disruption costs.

## 15. Insurance

The Service Provider maintains Public Liability Insurance (up to \$20 million) and Workers' Compensation insurance. Certificates of Currency are available upon request.

## 16. Liability & Indemnity

- Each party agrees to indemnify the other against direct losses arising from their own negligence or misconduct.
- The Service Provider will not be liable for any indirect or consequential losses, including but not limited to loss of profits, business interruption, pre-existing damage, ingrained stains, or loss of cash or valuables.
- The Service Provider's maximum liability is limited to either re-supplying the Services or reimbursing the reasonable cost of re-supply.
- Customers are expected to take reasonable steps to secure or remove any fragile, delicate, breakable, or valuable items, such as cash, jewellery, artworks, antiques, or items of sentimental value, prior to the commencement of the Service.
- Except where loss is caused by our negligence or willful misconduct, we are not responsible for any loss resulting from your use of our services or products, or from any inability to use them.
- Where liability cannot be excluded, our total liability is limited to either re-supplying the relevant services or products or paying the reasonable cost of doing so.

## 17. Confidentiality

Both parties must protect each other's confidential information.

## 18. Privacy

- The Client acknowledges that any information provided by the Client may be used by the Service Provider for the purpose of providing the Services. The Service Provider agrees not to share any information provided by the Client with any third party not directly involved in the provision of the Services (unless required to do so by law).
- The Client agrees to the Service Provider communicating with them electronically and/or via other means in order to provide the Services or for reasons related to the provision of the Services.
- The Service Provider will take all reasonable precautions to protect personal information provided by the Client from loss, misuse, unauthorised access or disclosure, alteration, or destruction.

## 19. Public & Private Feedback Use

If you provide feedback in a public forum (e.g. online reviews, social media, or testimonials), you grant us permission to use that content and any related information for promotional or marketing purposes.

For feedback provided privately (e.g. via email or direct message), we will seek your permission before using it publicly. If you later change your mind, we will take reasonable steps to remove any published content upon request.

Client feedback may be used for training or marketing purposes (anonymously unless explicit consent is provided).

## 20. Photography & Filming

The Client acknowledges and agrees that we may take photographs and/or video recordings of the premises while providing services. Such material may be used for internal training, quality assurance and promotional purposes, including but not limited to marketing materials, social media and the company website. No images or footage will be published that intentionally identify individuals, confidential documents, or sensitive information.

If the Client does not wish for photographs or video recordings to be used in this way, the Client must notify us prior to the commencement of services.

## 21. Force Majeure & Safety

Neither party shall be liable for any delay or failure to perform obligations due to events beyond their reasonable control, including but not limited to extreme weather, transport disruptions, site safety concerns, or government directives. In such cases, the Service Provider reserves the right to cancel or reschedule services without penalty and will notify the Client via email with an alternative appointment time.

## 22. Severability & Waiver

If any provision of this Agreement is found to be invalid, unlawful, or unenforceable, that provision shall be severed and the remaining provisions shall remain in full force and effect. Failure by either party to enforce any right or provision shall not constitute a waiver of such right or provision.

## 23. Governing Law & Jurisdiction

This Agreement is governed by the laws of New South Wales, Australia. Both parties agree to submit to the exclusive jurisdiction of the courts of New South Wales for any disputes arising under or in connection with this Agreement.