

# Capital Chem-Dry

ABN: 34 960 401 761

(02) 6259 7864

### **Terms & Conditions:**

**NOTE**: YOUR USE OF OUR SERVICES CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS. PLEASE BE AWARE OUR TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE AT OUR SOLE DISCRETION. WE WILL HOWEVER NOTIFY YOU ABOUT THE NEW AMENDMENTS OF OUR TERMS AND CONDITIONS BY WAY OF POSTING THEM TO OUR WEBSITE capitalchemdry.com.au. YOU SHOULD CHECK THIS PAGE FROM TIME TO TIME TO ENSURE THAT YOU ARE AWARE OF ANY CHANGES.

**INTERPRETATION:** In these terms and conditions, the following words shall have the following meanings;

- "Customer" or "You" means any person who purchases services from Capital ChemDry
- "We" means Capital ChemDry
- "Us" means Capital ChemDry
- "Services" or "Service" any service that the client would like performed.
- "Terms and Conditions" means the terms and conditions of supply contained within this contract and any conditions agreed in writing by Us.
- "Cleaner" or "Cleaners" means any person who performs the service working for Us.
- "Heavily Soiled" means the existence of additional grime, dust or dirt that has been identified
  to exist at higher levels than that of a normal residence.
- "Property" means the property that is requiring an End of Lease Bond Clean.
- "Managing Agent" means the agent who manages the rental affairs of the Property. For instance, a Real Estate agent.
- "Bond Cleaning Standards" means cleanliness in the Property that would pass the Managing Agents' scrutiny (under the governance of the Residential Tenancies and Rooming Act 2008) and release the bond to the Customer.

#### **GENERAL:**

- These Terms and Conditions shall apply to all contracts for the supply of Services by Us to the Customer and shall prevail over any other documentation or communication from the Customer.
- Inappropriate behaviour will not tolerate. Inappropriate behaviour towards Us/our cleaners including harassment, intimidation, threatening or uses fear (either verbally, written or physical) by the Customer, this includes explicit language, racism and defamatory remarks. We will take whatever action is necessary (including legal action) against any person who is involved in threatening or abusive behaviour. We reserve the right to terminate any Services immediately without refund. You the Customer agree to this and agree that you have no such claim to receive any refund.



#### ACCESS:

- It is the Customers responsibility to be contactable at all times and 1 hour prior to the agreed start of the job. Failure to be contacted may result in the job being incomplete and will void any warranty. In this event, if we are required to return to the property a return fee will be applicable based on the number of hours the cleaner is required at the Property.
- It is solely the Customers responsibility to give access to the Property to the Cleaner.
- A key collection location may be agreed upon with the cleaner in writing (SMS or email) and
  may be subject to additional charges pending how far the location of the pickup area is to
  the property. Charges are calculated in 10Km increments based the shortest route calculated
  by Google Maps. This will be charged at \$30 per 10km increment.
- Failure to gain access to the Property at the agreed time, The customer agrees to an \$80 cancellation fee or a \$80 postponement fee, postponements will be subject to availability.
- Our Cleaners require unencumbered and unobstructed access to all areas of the premise that requires the service.
- The Customer agrees to allow photographic images to be taken of the Property, before, during and at the end of the service, these images will be used strictly for the purpose of recording before and after images for quality assurance and proof of limitations if applicable.
- Customers are required to provide our Cleaners access to electricity and running water. This
  is a mandatory requirement for an End of Lease Clean. If the Property does not have these
  utilities, the Cleaner will do their best without these services, however the End of Lease Bond
  Cleaning Guarantee will not be applicable. In such an event the Cleaner will contact the
  Customer to get advice.
- If our Cleaners are required to clean behind or under a heavy item such as a fridge, stove, washing machine, bookshelf or any other item deemed heavy (weighted above 5kgs), the Customer will be required to move these items prior to the commencement of the service at the Customers own risk and cost. Unless agreed upon in writing if the heavy item/s are not removed the Customer voids the End of Lease Bond Cleaning Guarantee for that particular area.
- Before our Cleaners start the cleaning, the Customer is required to remove all personal belongings such as furniture, art, etc. prior to the commencement of any Service. We endeavour to be both careful and safe however we take no responsibility for any damage that may be caused at the time of the service.
- All rubbish is to be removed from the premise including rubbish that may be in draws cupboards and rooms. We will not be responsible for removal of any rubbish (inside the premise or outside) and will not warrant the End of Lease Bond Cleaning guarantee in such an event. You have the right to negotiate with the Cleaner to remove the rubbish at an additional cost.
- We don't accept any responsibilities to look after pets if there are any in the house.

## END OF LEASE BOND RETURN GUARANTEE: (T'S & C'S APPLY)

As well as the End Of lease Bond Cleaning Exclusions, other exclusions exist that we can't warrant under the Bond Back Guarantee (T's & C's Apply) at Capital ChemDry.

 Our End of Lease Bond Cleaning Guarantee means that we will return free of charge to rectify any issue the Managing Agent has with the cleaning (under governance of the Residential Tenancies and Rooming Act 2008) provided by Us within the bounds of these Terms and Conditions and our Inclusions and Exclusions.



- Our End of Lease Bond Cleaning Guarantee only applies to the Service You have engaged Us for. For instance, if You engage Us for an End of Lease Bond Clean but not a carpet clean then Our Guarantee only covers the End of Lease bond clean. Carpets would be excluded from our End of Lease Bond Cleaning Guarantee.
- Our End of Lease Bond guarantee does not include certain items. Please see our End of Lease Bond Cleaning Inclusions and Exclusions for a complete list of the Service items. For example, Ceilings, Garage walls or deep stains that require a professional third party to clean are not included in the End of Lease Bond Cleaning Guarantee.
- A re-clean will only be applicable upon receipt of a report from the Managing Agent clearly listing the problems with the clean along with the images. The re-clean is only valid within 72 hours from the clean, provided that the property was not occupied or empty within the said period.
- We require 24-48 working Hours, dated from the receipt of the report from the Managing Agent to reschedule a re-clean if required.
- A re-clean will only address the problems listed in the property manager / agents original report if applicable.
- After a re-clean We will warrant any work for one day. Unless otherwise agreed upon in writing, if we have not heard from the Managing Agent within 1 day (24 hours), We will consider the re-clean to have addressed any issues under the End of Lease Bond Cleaning Guarantee and consider the job completed as per our Terms and Conditions.
- Until commencement and finalisation of this Service, these Terms and Conditions still apply (Whether the service is a clean, re-clean or the waiting period between re-cleans and inspections)
- All re-cleans are subjected to these Terms and Conditions.
- All Customers acknowledge that our End of Lease Bond Back Guarantee is only applicable
  if you contact us within 3 calendar days of the performed Service.
- We do not guarantee for natural events occurring over time. Items such as (but not limited
  to) settled dust, water marks, open windows, doors etc. An empty house can accumulate
  dust very quickly and is susceptible to dead insects and alike. We do not guarantee anything
  arising from these events including all aspects of the End of Lease Bond Back Guarantee.
- The End of Lease Bond Back Guarantee is deemed null and void if the property does not remain vacant after our cleaners have cleaned the premise. The only exception to this clause is if carpets are cleaned by a qualified carpet cleaner authorised by Us or you have an agreement in writing from Us.
- You MUST book your End of Lease bond clean to be performed once all the furniture is removed, the premise is not inhabited and all the necessary maintenance or other work to the premises has been completed.
- We will not be responsible for any incident that could be classified as an Act-of-God e.g., flood, storm, fire earthquake, cyclone and similar.
- A claim may also not be made if a set time limit was selected, and the cleaners did not have enough time to complete the task.

#### END OF LEASE BOND CLEANING EXCLUSIONS OF CAPITAL CHEMDRY

These items are excluded from our End of Lease Bond Cleaning Service



#### **MOULD**

• We do our best to remove mould from areas however mould can be imbedded into silicon, grout and other areas. These areas will require a specialist to restore back to a normal state.

#### **DAMP SPOTS**

Damp spots can happen anywhere in the house, often the 'dry wall' plaster can be affected.
 We will do our best to remove any mould and marks from Damp spots however we can't completely make these spots disappear. These marks can return quickly due to excess moisture.

#### **COMPLETE WALL CLEAN**

• We spot clean the walls for insect marks etc. however, a full wall clean requires more time and often does not have a different result. A full wall clean is only required if marks exist beyond normal 'wear and tear'.

#### **DISCOLOURATION**

 We will do our best to clean all items with our commercial experience however discoloration happens with normal wear and tear of the property. Often grout, toilets and plastics can discolour (often into a yellow colour) over time, and they can't be returned to their original colour without specialist intervention.

#### **TILE AND NATURAL ROCK STAINS**

 We do our best to remove stains however due to the composition of the tiles or benchtops (some being extremely porous) it is not possible to remove stains without specialist intervention.

#### **CEILINGS**

We do not clean ceilings.

#### **DANGEROUS AREAS**

 Any areas considered by our cleaner dangerous for them to operate, this includes broken cracked PowerPoints/switches, rubbish, bio waste or any other hazard than can be deemed dangerous.

#### **HEIGHTS**

 Our cleaners do not clean at heights. Any cleaning that requires a ladder will not be performed. For instance, Windows in a unit complex on the second floor.

#### **GARAGE/GARAGE WALLS**

 We do not clean Garage walls, Garage Doors or floors, Except for sweeping or Cobweb removal if agreed upon by both parties in writing. Extra Charges may apply



#### **SPECIALIST SERVICES**

Areas that require special cleaning equipment, specialist chemicals or a trained technician.
 Examples are Pressure cleaners (grease on garage floor), painters (walls extremely bad) or plasterer (holes in walls).

#### **ADDITIONAL ITEMS**

• Items such as fridges, furniture or any items not listed in the inclusions will not be cleaned unless otherwise agreed upon by both parties in writing.

#### **FURNISHED (IF APPLICABLE)**

We will not clean inside cupboards, if items are not removed.

#### KITCHEN ITEMS (FURNISHED IF APPLICABLE)

• We do not clean nor warrant all kitchen items that occupy cupboards and draws.

#### **FURNISHED PROPERTY EXCLUSIONS**

• We do not clean or warrant, 'nick knacks', picture frames, vases, lamps, clocks, fruit bowls, linen and any item that may be decorative.

#### **OUTSIDE WINDOWS**

• We will clean the outside windows where we can (excluding windows at heights or difficult access) however due to weather circumstances we cannot warrant them.

#### **OUTSIDE GLASS**

• We will clean outside glass where we can (excluding glass at heights or difficult access) however due to weather circumstances we cannot warrant this.

#### **OUTSIDE AREAS**

Outside areas are areas that cannot be fully protected (closed off) from weather elements.
 Examples are balconies and patios, or any area that cannot be completely closed off such as an outside area of a house with only three walls. As per our inclusions we will clean any outside area as required however due to weather circumstances we cannot warrant these areas.

#### POST PEST CONTROL

• We will not be responsible and do not warrant items post pest control that may require additional cleaning directly related to the Pest Control. Examples are dead insects or animals that have accumulated due to Pest control being applied to the property.

#### **SMOKE ON WALLS/CEILING**

Cleaning of smoke marks on walls/ceilings is excluded



#### **OVEN CLEANING**

Please note we do not clean between the oven door glass (inside the glass)
unless the oven door is removed by the tenant/owner/agent and it is the
responsibility of the tenant/owner/agent to reinstall the oven door following
cleaning.

#### **COMPLETION EVENTS**

- A completion event is an event that has happened after the End of Lease bond clean and
  within the warranty period which may influence the Managing Agents release of the bond in
  which the bond cleaner is not responsible for. We will not be responsible nor guarantee
  cleanliness in such an event. To determine these events 'common sense shall prevail'.
  Examples of these events are;
  - o Build-up of dead insects that were alive during the clean and have since expired.
  - o A build-up of surface dust that has settled after the clean.
  - o Dirt or grime near a window or door that has been left open.
  - Insect/animal faeces.
  - New residents have moved or moving in.
  - o Access to the property by a third-party contractor that has not been approved by us.

#### PRICING:

- All quotes are estimates only. Quotes are based on the estimates of an average house and room sizes.
- We use reasonable Endeavor's to quote as accurately as possible however at times quotes are subject to change based on Us or the Customer identifying additional factors. Such factors are;
  - The property is not as described by the Customer. For example, the property has an additional room such as a bedroom, walk in robe, toilet, living area or study, or if there are additional blinds or different blinds than described.
  - If upon cleaning we find the property to be in a very poor condition or there is additional cleaning required not discussed at the time of quoting, we will contact the client to inform of the additional costs applicable.
  - Up to 2 standard sized windows and/or 1 sliding door per room shall be included, and anything above this will incur additional charges.
  - The condition of the property is heavily soiled. A heavily soiled room or residence may require extra time or solutions.
  - A part of the property requires a specialist service to clean the area. This includes any areas We deem dangerous such as windows at heights or areas that require a specific skill and or equipment.
  - Any area within the property including possible contents that fall outside the agreed service as defined within the cleaning schedule.
  - The cleaner has incurred additional costs such as parking fees or Property key pickup fees.
  - The customer's original requirements are altered. For instance, the Customer requires a particular item to be cleaned.
  - Removal of rubbish or personal effects.
- We reserve the right not to clean an item/area within the Property (at no discount price to the Customer) if the item may pose a possible risk to the cleaner. For instance, a cracked or broken power point, dangerous light fitting or working at heights. In such an instance the



Customer will be notified, and the Customer agrees that the End of Lease Bond Cleaning Guarantee related to that area or item is void and no such warranty will apply.

- It is understood some items will be subject to wear and tear, and some items may be unable to be cleaned due to long-term or excessive exposure or contact with a build-up of grime, in these instances, if identified no warranty will apply to these areas or items.
- If a quote variation is required, WE will contact you to agree on the variation.
- Once the quote variation is agreed, YOU agree to pay the variation amount on your supplied Credit Card before the variation work commences.
- If you do not agree with any quote variation, PLEASE NOTE this may void some areas or all areas of your End of Lease Bond back guarantee. In such a circumstance we will communicate this in person, via phone or via email.
- An email must be sent to <u>capitalchemdry@outlook.com</u> within 72 hours of the service if there is anything that needs to be re-attended to.

#### **CANCELLATIONS:**

- If you cancel your booking within a period of 2-5 days before the booked date, then the customer agrees to a \$80 Cancellation or postponement fee of \$80. This fee is not transferable but may be used within 1 calendar month of the original booked date at the same address of the original booking.
- If you cancel your booking within 24 hours from the booking date & time, the customer authorizes the following fees can be charged to the credit card details supplied and kept on file as follows: Job totals of up to \$500 will incur a \$150 cancellation charge; Job total over \$500 will incur a \$300 cancellation charge.
- If the cancellation is made on the day of the clean, Capital ChemDry reserves the right to charge up to 100% of the service charge.
- We hold all rights to cancel the job if we deem the condition of the property is dangerous for the safety, health or wellbeing of our staff or if We are unable to access the property as agreed. Same day cancellation fees will apply.
- We reserve the right to re-schedule or cancel any Service if the property is not as described either in condition or size, or if unexpected circumstances occur.

We go to great lengths to organize the schedule of our cleaning teams. If our cleaners reach your home and are unable to gain access, and you have not cancelled the appointment, we reserve the right to charge the customer \$80 for the cancellation or postponement.

We hold all rights to cancel the job if we deem the condition of the property is dangerous for the safety, health or wellbeing of our staff or if We are unable to access the property as agreed. Same day cancellation fees will apply.

We reserve the right to re-schedule or cancel any Service if the property is not as described either in condition or size or if unexpected circumstances occur.

#### **PAYMENT:**

- Payments for the services are to be made via Credit Card or Bank Transfer prior to the day of the service. Unless agreed upon in writing, full payment is to be made before the commencement of the clean.
- If you proceed with our End of Lease bond cleaning service and hold a date, as security you must provide valid credit card details, a minimum \$50 non-refundable booking fee applies.



- If you are paying via bank transfer, please send the remittance details to our office and allow 3 days for Bank clearing. Failure to receive remittance advice or payment within our bank account 3 days prior, will result in cancellation of your service and a forfeit of the booking fee if applicable.
- You the Customer agree that if We have not received payment in full for the service within the
  period of 15 Days of the original invoice date then a non-negotiable late payment fee of \$50 will
  be added. Additional Late payment fees will be charged on a fixed rate of 10% per annum for
  each 3 days that any amount remains outstanding thereafter.
- Any outstanding amount beyond 15 days will incur a daily late charge calculated at \$20 per day.
- In the event that your overdue account is referred to a debt collection agency, law firm and or the Victorian Civil and Administrative Tribunal (VCAT) you will be liable for all costs which would be incurred as if the debt is collected in full, including legal demand costs, court costs and other miscellaneous costs associated with the collection of the outstanding payment.
- At its sole discretion We reserve the right to report any non-payment to collection agencies including reporting non-payment to the credit Reference Association (CRA), the TICA database and your property agent. In doing this your credit rating may be affected and or ability to seek rental properties/credit in the future.
- You understand and acknowledge that any chargeback on a Credit card without the written approval of a recognized regulatory authority or written agreement with US will be referred to a Recovery Agent and this may have an impact on your Credit Score.

#### **Payment options**

- 1. Over the phone: We accept card details over the phone through our customer support team or at the customers property before starting the cleaning. We accept all major credit cards as forms of payment.
- 2. Bank Transfer: This payment option is only available for payments made 3 days prior the cleaning date.

#### **CLAIMS:**

- Under no circumstances refund claims will be considered once the Service has been completed and We have vacated the property.
- The Customer must agree to allow a re-clean or an inspection of any work deemed unsatisfactory before he/she arranges a third party to conduct service.
- The Customer acknowledges that the End of Lease Bond Cleaning guarantee is only for the End of Lease Bond Cleaning services not any other. Carpet cleaning and pest control will be warranted by the contractor who provides these services.
- All care is taken during the Service. Some items are older and may be subject to 'wear and tear' and are prone to accidental breakage. Items like light fittings, fly screens and other perishable plastics are particularly prone. If You believe that any damage has been done beyond 'wear and tear' due to the Service, please provide in writing the damage with applicable photos.
- You agree to waive any right of claim against Us for any incidental costs incurred, including but not limited to, rent payable and or loss of bond monies applied arising from the service.
- Any damages claims will be subject to proof being provided by either party that the damage
  was caused during the service, these claims are to be strictly the responsibility of the
  contractor if fault is accepted, the contractor and the customer agree to exchange details and
  agree to the contractor gaining access to the property for the duration of the claim. This may
  include access for quoting of replacement and repair if applicable.



- If You require your fridge or freezer to be cleaned, then you are responsible for emptying and defrosting it in advance. Additional costs may apply.
- The Customer should inform Us about any incident where an accident, breakage, damage
  to property or theft has occurred due to any act of a cleaner within 24 hours of completion of
  the service.

#### **COMPLAINTS:**

- Any complaints must be made in writing and sent to capitalchemdry@outlook.com
- Any complaints must be made within 24 hours of the performed Service.
- Complaints must include the Customers name, contact number, the date of the complaint and a detailed explanation of the complaint including any relevant documentation and notes.
- Complaints must also include what resolution the Client would like.
- The Client acknowledges that if they do not file a complaint through via our email address within 24 hours of completing the End of Lease Bond Clean, we have the right to dismiss the complaint and or take no further action at our discretion.
- If you are satisfied with our proposed actions or remedies, we will close the complaint and record the findings for our continuous improvement program.

Capital ChemDry requires 7 days to fix and resolve any and all issues and problems before relating negative feedback on any public website. This includes, but is not limited to Google, Facebook, Yelp etc.

If you are not satisfied with our proposed actions or remedies, we will record this and you acknowledge that either party reserve the right to refer the complaint to the relevant federal, state or territory consumer protection agency or legal advisor.

<u>Arrival Times:</u> We reserve the right to arrive to your home within a 30-minute window of the time of booking. For example, if the booking time is 12:00 PM, we may arrive anytime between 11:30 AM and 12:30 PM.

**Moving Heavy Furniture**: Due to safety concerns, Capital ChemDry will **not** allow its cleaners to move / lift heavy items or furniture. If you would like us to clean behind large appliances (e.g., stove, fridge) or furniture (e.g., couch), please move them prior to our arrival.

#### **End of Lease Cleaning Extras:**

- 1. Balcony area cleaning
- 2. Garage/Garage Door/basement car space cleaning
- 3. Storage enclosure cleaning
- 4. Carpet Steam Cleaning
- 5. Fridge Cleaning
- 6. Windows (external Cleaning)
- 7. Blinds Cleaning
- 8. Carpeted stairs
- 9. Blinds are excluded of this price. However, it can be added on the day at additional cost.



- 10. Balcony and garage cleaning allow a sweep and mop only.
- 2. Wall marks and dirt are limited to 10 marks per wall., If we have to wash whole walls an additional charge will apply (applicable to end of lease cleaning only).
- 3. Fridge cleaning is at an additional charge
- 4. Multi/double story property or large properties will be additional cost, if the correct information is not provided by the client at the time of quoting.
- 5. Properties in a bad condition may incur additional cost, for items such as carpet stains, extensive wall marks, extensive mould, dirty sliding door tracks etc.
- 6. Furnished properties or appliances left to be cleaned will be additional cost
- 7. If kitchen is full with utensils such as pots, cutlery, appliances we will only clean around, then if you require us to clean underneath of the items, we will remove the items and put back in and as such we will charge extra on the day of cleaning
- 8. If light fittings, fly screens & other items of this nature are required to be cleaned, they will need to be removed by the client beforehand & easy to put back in place.
- 9. Clean ceiling fans and light fittings is included in this quote for dusting only. Down lights or any other light fitting which is not easily removable or must unscrewed, we will not be able to clean unless is removed by the client
- 10. A lifting & handling fee may apply where carpet steam cleaning or heavy equipment is required to properties on levels higher than ground floor that do not have lift access.
- 11. We will only clean windows that we can access to. Also, in order to clean all windows please make sure fly screens are removed prior to cleaning, we will not remove any fly screens that require tools to remove.
- 12. Removal of concrete, grout, paint or glue residue from windows, walls, floors etc. is not included in our standard quote and will be subject to additional cost as this requires additional time to remove these items.
- 13. Carpet Steam Cleaning: We do not guarantee that all stains will be removed upon carpet steam cleaning. Stains derived from caustics, acids and permanent dyes may be permanent stains that cannot be removed. NOTE: If there are stains and we need to do a treatment we will charge extra per stain treatment we will let you know on the day. If property is furnished, we will only do the steam clean around the furniture unless the client moves it. Please advise if they require carpet stain removal. Stain Removal will be an additional cost per treatment per stain. Price can be provided upon inspection of the stain(s) on the day. However, we cannot guarantee stains can be removed completely. It is responsibility of the customer to give us as much information as possible to Capital ChemDry in order to treat stains successfully.
- 14. Grout cleaning if required, is at an additional charge
- 15. We only use toilet brush and toilet gel to clean the toilet bowl. If there are heavy stains on the bottom of the bowl, a normal cleaning process won't be able to remove them. If a special chemical/treatment is needed, extra charges apply.

