



CUSTOMER SERVICE AGREEMENT

These terms and conditions for commercial, residential and builders cleaning services in Perth constitute the full and complete service agreement (the "Agreement") between you (the "Customer") and Zavvers Pty Ltd ("Zavvers") of 14A Newbury Street, Balga, Western Australia 6061 for the provision of services by Zavvers.

Please take some time to review this Agreement. Use of our cleaning services constitutes your acceptance of these terms and conditions.

1. Cleaning services

- a. Subject to the terms of this Agreement, Zavvers agrees to provide cleaning services for commercial, residential and builders purposes (the "Service") to the Customer at an address specified by the Customer (the "Premises").
- b. The Service will be for such cleaning duties as agreed with the Customer at the time of booking/confirmation.
- c. Zavvers will provide one or more cleaners (the "Cleaner") to attend the Premises to provide the Cleaning Service at a time and date/s mutually agreed between Zavvers and the Customer (the "Service Time").
- d. Zavvers endeavours to provide the Service faithfully, diligently and in a timely and professional manner.
- e. Zavvers may subcontract the provision of the Cleaning Services; providing that if Zavvers does subcontract cleaning services, Zavvers will remain liable to the Customer for the performance of the sub-contracted obligations.
- f. Zavvers may suspend the provision of the Services if the Customer fails to pay by the due date any amount due in respect of an engagement.
- g. Zavvers will ensure that all cleaning personnel involved in the provision of the services at the premises have:
 - been interviewed by the Zavvers;
 - supplied proof of identity and satisfactory references; and
 - been properly trained in the provision of the services and the use of the Equipment and Consumables.



2. Additions and amendments

- a. Any changes to the Service to be provided must be agreed by Zavvers prior to the Service Time.
- b. If the Customer requires any additional services or variations at the time the Cleaning Service is being performed or in a near future, the Customer must first contact Zavvers who must agree to provide the additional cleaning services in its absolute discretion. The Cleaner is not authorised to agree to any changes to the Cleaning Service being originally agreed. The Customer must not request such changes directly from the Cleaner and if there is any amendment required by Customer, customer should directly contact the Zavvers by using any mode of communication that have been provided.

3. Equipment and consumables

- a. Zavvers may, (with the agreement of the Customer) store equipment and consumables at the Premises for the duration of the service period.
- b. The Customer must not use, move or otherwise interfere with equipment or consumables stored at the premises, without any prior arrangements with Zavvers.
- c. Save to the extent caused by the actions or omissions of the Provider or its personnel, the Customer will be responsible for all damages to and loss of any Equipment and/or Consumables whilst the Equipment and/or Consumables are at the Premises.
- d. If the Customer agrees to allow Zavvers to manage and provide adequate consumable stock as needed, the customer must notify Zavvers of any faulty items within 7 days of receipt of the goods.

4. Customer obligation for representations and warranties

The Customer represents and warrants that:

- a. it will provide a safe working environment at the Premises for the Cleaner to perform the Cleaning Service;
- b. the Cleaner will have unencumbered and unobstructed access to those areas of the Premises requiring the Cleaning Service;
- c. it will provide the Cleaner with access to all services and utilities (including hot and cold water, electricity, and rubbish bins) as required by the Cleaner to provide the Service;
- d. it will advise Zavvers prior to the commencement of the Service of any hazards, slippery surfaces, risks or dangers, ingrained dirt, grease or grime at the Premises;



- e. it is authorised to use the Premises and obtain the provision of Cleaning Service;
- f. if the Customer requires the Cleaner to clean behind or under any heavy items (eg. a fridge, bookshelf, or other furniture), it will move those items prior to the commencement of the Service; and
- g. it will secure or remove any fragile, delicate, breakable or valuable items, including cash, jewellery, works of art, antiques, machinery or items of sentimental value prior to the commencement of the Service.

5. Health and safety risks

In addition to the obligations and warranties set out in section 3 above, the Customer acknowledges and agrees that:

- a. the Cleaner is entitled to undertake a job safety analysis before the commencement of any work to assess the health and safety risk at the Premises;
- b. the Cleaner may, either before or during the provision of the Service not provide or cease the provision of the Service where carrying out the Service presents, in the absolute discretion of the Cleaner, a risk to health and safety.

6. No engagement of cleaners

- a. The Customer acknowledges Zavvers invests significant resources in recruiting, selecting and training their Cleaners. Unless Zavvers gives prior written permission, the Customer must not, directly or indirectly, engage, employ or contract with any Cleaner to provide domestic cleaning services to the Customer or any associate of the customer for any period during which services are provided by Zavvers or for a period within 12 months after the conclusion of any Cleaning Service.
- b. The Customer acknowledges that Zavvers may suffer loss and damage, including, without limitation consequential loss, as a result of a breach of this clause by the Customer.

7. Job quotations

- a. The actual price payable by the Customer is calculated on the total number of hours worked by the Cleaner excluding any meal breaks and including costs of providing any special/ additional services.
- b. Any prices quoted by Zavvers for one-off cleaning projects are only estimates (**guestimate**) that are prepared by using Zavvers's experience and assumptions, may be without prior inspection, and based on information provided by the Customer. Subject to this clause, quotes are valid for a period of 30 days from the date of the quote.



- c. If at the commencement or during the course of providing the Cleaning Service, it is apparent that the actual cost of the Service will exceed the quote provided by Zavvers, Zavvers will provide the Customer with the option to pay an increased fee to complete the Cleaning Service, or pay the quoted amount without the Service being completed.
- d. The Customer must inform Zavvers specifically the type, nature and additional requirements if there are any of the cleaning services which are required at the time of quotation.
- e. If the Customer requires the Cleaner to provide cleaning service, in a section which are not mentioned initially at the time of booking/agreement, the customer also should acknowledge that the total cost of completing the project will be subjected to change according to the total number of hours that the Cleaner has actually spent additionally.

8. Bookings

- a. The Customer may make a booking for a Cleaning Service either in person, by either telephone, email, or through the CS portal using credential that are provided at the time when setting up the client account by Zavvers.
- b. At the time of booking, the Customer must provide details of any hazards, slippery surfaces, risks or dangers, sharps, ingrained dirt, grease or grime located at the Premises.
- c. Zavvers provides option to receive all price quotations and company T&C statement prior to the time of booking confirmation.
- d. When the estimated price of a one-off cleaning project exceeds \$1000, then Customer agrees to make a payment of 30% of the total quoted amount to Zavvers as an advance payment, prior to the date of booking, and should provide a proof document of the payment before to commence work.
- e. The Customer should understand that, Zavvers has right to consider, not to provide cleaning service if failure to make required initial payment and provide evidence prior to the commencing date.
- f. The Customer should also, acknowledges and authorises Zavvers to consider the initial payment as an equal to any service and/or cancellation fees that may apply under this Agreement.
- g. Zavvers reserves the right not to accept a booking for any reason.



9. Fees

- a. Zavvers may increase its base service fees according to market behaviours.
- b. Weekends, Public or Bank Holidays, this service will be charged additionally on top of the regular rate.

10. Payment terms

- a. The Customer will pay the Charges to the Provider in accordance with the provisions of this Clause [10].
- b. The Provider may issue an invoice for the Charges to the Customer [from time to time during the Term / on or after the dates set out in the Statement / at any time after the relevant Services have been delivered to the Customer].
- c. the Customer agrees to pay the price quoted by Zavvers in full within 14 days, unless otherwise made a prior arrangement in advance with Zavvers.
- d. If no payment has been made at the end of 14th day, Zavvers will use reasonable endeavours to contact the Customer for payment. In the event that Zavvers cannot contact the Customer or,
- e. the payment is not made by the agreed time, the Customer will be deemed to restrain from receiving any future services or promotions and will be subjected to paying a late payment fees set out in section 12.
- f. Payments may be made via credit/debit card, bank transfer, or in cash. Payments by bank transfer should be made using following details and additional of 2.6% will be charged additionally for credit card transactions:

Account Name: Zavvers Pty Ltd

Account BSB: 016270

Account No: 300476502

Transaction Ref: Invoice Ref no. or Surname/Address

- g. Cheque payments should be made payable to Zavvers Pty Ltd.



11. GST

- a. Unless specified otherwise, all prices and quotations are expressed to be GST inclusive amounts.
- b. If GST is payable in respect of anything supplied to the Customer under this Agreement, then the amount which the Customer is obliged to pay for that supply (Original Amount) will (subject to the receipt of a valid tax invoice) be grossed up so that Zavvers receives an amount which, after subtracting the GST liability of Zavvers, results in
- c. Zavvers retaining the Original Amount.

12. Late payment fee

- a. Where Zavvers has agreed to invoice the Customer for payment of fees after the Service has been completed, the Customer agrees to pay in full, all fees due, within 14 working days of the invoice date.
- b. The Customer agrees that if Zavvers has not received payment in full for the Service within 14 days of the original invoice date then will be transferred for the collection actions.
- c. Penalties of 25% (from the invoiced amount) will be applied for invoices on the 15th day of non-payment and every 14th day thereafter.
- d. Legal collection actions will be carried out against customers who does not compliance to the payment terms for more than 100 days.
- e. In addition to the amounts set out above, the Customer agrees to indemnify Zavvers for all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by Zavvers in connection with a demand, action, or other proceeding (including mediation, out of court settlement or any action taken for recovery of debt from the Customer) arising out of a breach of these terms including the failure by the Customer to pay an amount by the due date.

13. Non-appearance

If a Cleaner fails to attend the premises within 30mins of the agreed Service Time or does not service for the entire agreed time period or provide a substantial work, Zavvers will investigate and provide the Customer with appropriate solutions to mitigate any losses caused by us:

- a. a partial/full refund of the initial payment made by the Customer; or
- b. a reschedule of the booking to the earliest convenient day up to 30% discount.
- c. a free touch up cleaning session to fix any issues caused for the projects that have been already completed.



14. Complaints

If the Customer has reasonable evidence to prove that customer has suffered loss due to a cleaner's negligence or a substandard service delivery, Customer's required to lodge a complaint immediately or at least within 5 days and Zavvers is bound by its ethics to provide prioritised attention to the inquiry and re-supply the service to resolve the issue or to offer an appropriate remedy as deemed by Zavvers.

If Customer immediately noticed and identified cleaner's mistakes or errors or dissatisfied with the Cleaning Service provided, in such incidents for any reason which is based on reasonable and obvious grounds, Zavvers is bound to provide immediate attention to resolve the issue as fastest as possible in a way that agreed with the customer. Zavvers strives to achieve 100% customer satisfaction and will endeavour to resolve the problem quickly and efficiently. Subject to section 12, Zavvers may, at its discretion, offer the Customer either of the following:

- a. a partial or full refund;
- b. re-supply of the Service without charge;
- c. such other remedy as deemed appropriate by Zavvers.

15. Exclusions and limitations

- a. The only conditions and warranties which are binding on Zavvers in respect of the state, quality or condition of goods and services supplied by Zavvers to Customers are those imposed and required to be binding by statute (including the **Trade Practices Act 1974**).
- b. To the extent permitted by statute, the liability, if any, of Zavvers is, at Zavvers's option, limited to and completely discharged by the resupply of the Cleaning Service. Zavvers is not responsible for:
 - i. Not completing or providing the Service as a result of a breach of a warranty by the Customer in section 3 (including a failure by the Customer to provide, utility services, a safe working environment or unencumbered access to the Premises); or
 - ii. Not completing or providing the Cleaning Service as a result of the Cleaner not proceeding for health and safety reasons under clause 4;
 - iii. Any loss or damage incurred by the Customer or any third party as a result of the effects of a force majeure, being any event beyond the reasonable control of Zavvers;
 - iv. Not completing or providing the Cleaning Service due to an act or omission of the Customer or any other person at the Premises during provision of the Service;
 - v. Long deposited dirt, wear, damage or stains that cannot be completely cleaned or removed;
 - vi. Any wear or discolouring of fabric or surfaces becoming more visible once dirt has been removed;



- vii. The cost of any key replacement or locksmith fees, unless keys were lost by Zavvers or the Cleaner.
- viii. Except as provided in this clause, all conditions and warranties implied by law in respect of the state, quality or condition of the Cleaning Service which may apart from this clause be binding on Zavvers are excluded.
- ix. The Customer acknowledges that the outcomes of any services that are being provided by the previous contractors might vary from the outcomes of Zavvers due to number of factors (including materials used, equipment provided, time elapsed since Premises was last cleaned, and nature of cleaning required), and that Zavvers gives no guarantee as to the actual results of the Service.

16. Indemnity

The Customer indemnifies Zavvers against:

- a. all losses or liabilities arising directly or indirectly as a result of the provision of the Cleaning Service including all losses or liabilities caused as a result of a breach of the warranties of the Customer set out in section 3; and
- b. all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by Zavvers in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal and including any action taken for the recovery of a debt from the Customer).

17. Accidents, breakage, damage & theft

- a. The Customer must inform Zavvers of any incident where an accident, breakage, damage to property or theft has occurred due to any act of the Cleaner within 24 hours of completion the Service.
- b. To the extent permitted by law, the Customer is not entitled to claim any loss for any incident if the incident is not reported to Zavvers within 24 hours of completion of the Cleaning Service.
- c. To the extent permitted by law, damage or loss to the following items is specifically excluded from the liability of Zavvers under these terms and conditions: cash, jewellery, art, antiques, and items of sentimental value.



18. Cancellation fees

- a. The Customer must provide Zavvers with at least 24 hours' notice prior to the Service Time, if they wish to suspend, postpone or cancel the Service for any reason.
- b. In the event that such notice has been given, Zavvers will endeavour to reschedule the Service if required or to refund the initial payment in full.
- c. In the event that the Customer does not provide 24 hours' notice prior to the commencement of the Service, the Customer agrees, Zavvers to withhold the initially required 30% deposit at the time of service booking, as a cancellation fee for administrative costs and loss.
- d. The booking will be automatically cancelled, if the Customer is unable to make the initial payment and to provide supporting documents/information before the date of cleaning service is supposed to provide.

19. Fee for non-access to premises

In the event that the Customer does not provide unencumbered access the Premises for Zavvers or its Cleaners to provide the Service even without a prior notice, the Customer agrees to pay a cancellation fee equivalent to initial 30% payment as to recover the cost of loss that are occurred.

20. Termination

- a. This Agreement may be terminated by the Customer by providing at least 24 hours' notice prior to the Service Time.
- b. Subject to section 18(c), Zavvers may terminate this Agreement by providing the Customer with at least 24 hours' notice prior to the Service Time.
- c. Zavvers may terminate this Agreement with immediate effect if the Customer is in breach of this Agreement, and in the opinion of Zavvers, that breach is incapable of remedy.



21. Privacy policy

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

22. Changes to this agreement

- a. Zavvers reserves the right to update or modify these terms and conditions at any time without prior notice, and may do so by publishing an updated agreement on its website. Each updated agreement will take effect 48 hours after it has been published on the website.
- b. The Customer agrees that any use of the Service following any such change, whether as a single job or as part of a regular cleaning schedule, constitutes their agreement to follow and be bound by the terms and conditions as changed.

23. Law & jurisdiction

The Customer and Zavvers acknowledge and accept that this Agreement shall be construed and interpreted in accordance with the laws of Western Australia and both agree to submit to the exclusive jurisdiction of the courts of Western Australia in the event of any dispute.

24. Severability

The Customer agrees that if any term or provision is held invalid, void or unenforceable, then that provision will be considered severable and the remaining terms and provisions shall continue to be binding.

25. Copyright

The content of this Agreement is protected by international copyright laws and may be used for personal reference only. Subject to applicable law, permission to copy, alter, reproduce, publish, transmit and/or otherwise distribute this content is forbidden without first obtaining the prior written permission of Zavvers Pty Ltd.



26. Trademarks

The name 'Zavvers' is a registered trademark. Subject to applicable law, permission to use this name is forbidden without first obtaining the prior written permission of Zavvers Pty Ltd.

25. Terms & conditions

This document contains the terms and conditions of the service we provide.

Please take some time to review this agreement. Use of our cleaning services constitutes your acceptance of these terms and conditions.

If you have any questions relating to this agreement please [contact us](#).