

TERMS AND CONDITIONS

(Also available at www.ardentclean.com)

Ardent Cleaning Services Terms and Conditions are an integral and fundamental part of every Quotation and set out the Terms and Conditions upon which the Agreement of Services is operated.

VARIATIONS TO TERMS AND CONDITIONS

Ardent Cleaning reserves all rights in respect to varying its terms and conditions at any time and it is the sole responsibility of the client to ensure they have fully read and understood all Terms and Conditions and or any updates or changes. These Terms and Conditions, excluding those Clauses that explicitly apply to Vacate/Bond Cleaning are equally applicable to all other types of Cleaning and Services.

All enquiries in respect to Terms and Conditions must be **immediately directed** to ardentclean@gmail.com or alternatively call 0418 738 817 or 0467 584501.

MEANINGS

Agreement of Services means that agreement both verbal and in writing between Ardent Cleaning and the Client

Ardent Cleaning means Ardent Cleaning Services Townsville

Client means that person/s, entity or entities engaging Ardent cleaning Services Townsville

Excessive means 'exceeding what is usual, proper or normal' **REF:** The Merriam-Webster Dictionary

Force Majeure means 'an event or effect that cannot be reasonably anticipated or controlled — compare [act of god](#)' **REF:** The Merriam-Webster Dictionary

Reasonable means 'being in accordance with reason, not extreme or excessive, moderate, fair, inexpensive' **REF:** The Merriam-Webster Dictionary

Spoiled means dirty/untidy, already dirty/untidy or made dirty/untidy

Soiled means spoiled

Ensemble means 'a group of items viewed as a whole rather than individually' **REF:** <http://oxforddictionaries.com/definition/english/ensemble>

the buildings in the square present a charming provincial ensemble

VACATE/BOND CLEANING PAYMENT TERMS

We thank you for noting that all payments, including any additional charges in excess of the quoted price are due immediately upon completion of the job, unless specifically advised otherwise in writing.

Late fees apply as following: \$5.75 per Week Administration Fee plus 15%pa Interest Calculated Daily on Total Balance Outstanding from Date of Completion of Services.

Non-payments will be placed with an accredited debt collection Agency with all costs related to the recovery of funds being an additional charge, in excess of the Total invoiced amount.

VACATE/BOND CLEANING DEPOSIT AND PAYMENTS

A 50% deposit **must be** paid prior to the commencement of work (Commencement Deposit) with the balance **payable immediately upon completion.**

If the Final Balance is not paid within 24 hours of final services and prior to Agent/Landlord inspections Ardent Cleaning reserves all rights to immediately and unconditionally Suspend it's Commitments as detailed in the Service Guarantee until such time as Full and Final payment is received and receipted as received.

What does this mean?

"This means that if we are not paid the full amount that is owing to us then we believe it unfair and unjust to expect us to continue working without the guarantee that we will be fully paid for our services. When we are fully paid, then we will honor our Service Guarantee and promises.

We would certainly NOT put our Guarantee in writing if we didn't mean it.

We believe it only fair that clients demonstrate their Bona fide by making full and final payment if the expectation is for us to demonstrate our Bona Fide by completing any requirements as covered by our Service Guarantee".

CREDIT CARD CHARGES

All Credit Card payments will incur an Administrative Fee of 1% of the total invoice.

CLIENT RATINGS

Client Ratings are extremely important and a vital and integral component in the formulation of Quotations. Where a Client incorrectly or mistakenly represents a rating, Ardent Cleaning reserves it's rights to cancel or suspend the delivery of services until a more fair and equitable Quotation (Fee for Services) is negotiated with the Client.

If Ardent Personnel are already in attendance at the designated site for services and a Client upon being contacted by Ardent to re-negotiate the Fee for Services refuses to negotiate a Fair and Equitable increase in fees, then Ardent Cleaning will cancel services and retain 50% of any Deposit Paid or \$150.00 which ever is the lesser amount.

MAKING PAYMENT

Vacates/Bond Cleans

WE ACCEPT CASH, CREDIT CARD, AND BANK TRANSFER ONLY

DEPOSIT AND PAYMENTS

- A 50% COMMENCEMENT DEPOSIT IS REQUIRED FOR ALL VACATE/BOND CLEANING JOBS.
- **ARDENT RESERVES IT'S RIGHT TO VARY THIS DEPOSIT AND REQUEST 100% BEFORE COMMENCEMENT.**
- IF CLIENTS ARE LEAVING TOWNSVILLE, FULL PAYMENT IS REQUIRED BEFORE COMMENCEMENT
- CLIENTS MUST PROVE THAT THEY HAVE MADE PAYMENT. WHEN THIS IS CONFIRMED, RECEIPTS WILL BE ISSUED.

IF DEPOSITS OR FULL PAYMENTS ARE NOT RECEIVED THEN SERVICES MAY NOT BE PROVIDED

- IF PAYING BY CASH/CARD PLEASE CALL US 0418 378 817
- IF PAYING BY BANK TRANSFER – PAY TO THE FOLLOWING
- **ACCOUNT NAME:** WESTPAC – ARDENT CLEANING SERVICES
- **ACCOUNT BSB:** 034 222
- **ACCOUNT NUMBER:** 344 541

PLEASE PLACE YOUR NAME OR ADDRESS AS THE REFERENCE

RECEIPTS WILL BE ISSUED FOR ALL PAYMENTS

PAYMENT TERMS – ALL OTHER CLEANING

All Payment Terms are net seven (7) days from date of invoice or as specifically agreed in writing between the parties.

Late fees apply as following: \$5.75 per Week Administration Fee and 15% Interest, calculated daily on the Total Balance.

Non-payments will be placed with an accredited debt collection Agency with all costs related to the recovery of funds, including Legal and Court costs being an additional charge, in excess of the Total invoiced amount.

RE-CLEANING

Any areas already cleaned that are spoiled by third parties by whatever means and are required to be re-cleaned will incur an additional service cost above the quoted price.

SHOWER/BATH SCREENS

Not all shower screens can be cleaned effectively due to mineralization stain and etching. All effort will be made to clean screens, though Ardent Cleaning will not move beyond a point where damager will occur.

CLIENT RATING

Ardent Cleaning Services reserves all rights to withhold services where a client has not accurately described the level of soilage (Client Rating) and or the condition or contents of a premises.

Any such inaccuracies requiring additional unanticipated work will require full agreement from the Client in respect to any and all additional charges and fees in order to proceed.

Ardent Cleaning reserves its rights to take photos and or video in such instances in support of its decisions.

EXCESS/ADDITIONAL RENTAL CHARGES

Ardent Cleaning Services will not be responsible for the payment of additional or excess rent as a result of any reasonable and unforeseen delays, other than complete and total negligence. Where Ardent Cleaning is undertaking rectification work as per it's Service Guarantee this cannot and must not be taken as Negligence and Ardent Cleaning will not accept any reduction in payments as a result

FORCE MAJEURE

Ardent Cleaning will not be liable or responsible for any delay or cancellation of services due to Force Majeure and or circumstances that affect the integrity of Safely providing services that result from Force Majeure.

When in circumstances of Force Majeure Ardent Services has hired equipment or engaged personnel for the performance of services and is unable to provide the services, the Client accepts all responsibility for the payment for such equipment and personnel as invoiced by Ardent Cleaning and unconditionally agrees to indemnify and hold exempt the Business of Ardent Cleaning and it's Management from any liability or responsibility connected and in relation to not providing full services and or completing services as originally scheduled.

DAY RATES AND VARIATIONS

GENERAL AND CONSTRUCTION CLEANING

[^] Standard Day work charges apply for work required or directed to be done that is not contained in the Scope of Works and is additional to the quoted price.

^{^^} Variation charges apply to work required as a result of spoilage from third parties and or other trades, including but not limited to excessive glue, cements, render, overspray and other such materials used in the building process, including delays caused by other trades, personnel and or equipment and or re-cleans as a result of any reason other than clearly defined defects of the cleaning process. Variation charges are invoiced additional to the quoted price. Variation charges will also apply to any work requirements before 6am or beyond 6pm, unless specifically agreed to in writing by Ardent Cleaning Services Townsville and the client can produce a copy of such written agreement.

EXCESSIVE AMOUNTS

Excessive amounts of glue, cement, render, overspray, debris and or material and or any other such items or materials in any way connected with the a premises are excluded from quotations and if required to be cleaned, as an additional, will be charged out as a variation, with the cost of specialized chemicals also being an additional charge.

EXPOXY

Epoxy grout, glues, paints and products consisting of epoxy, resins, hardeners or similar substances that cannot reasonably be removed with standard cleaning methods will incur additional charges and no guarantee is given or implied that areas spoiled by such substances and products can be cleaned effectively.

POROUS AND OR UNSEALED SURFACES

No Guarantee or Warranty express or implied is given in respect to porous and or unsealed surfaces that are soiled with stains and or etched by chemical compounds, paints, solvents, mineralization and or any other substance/s unknown to and or undisclosed to Ardent Cleaning.

SEALANTS

No Guarantee or Warranty express or implied is given in respect to the application of sealants to any surfaces other than the manufacturers general product warranty.

PAINT AND PAINTING

No Guarantee or Warranty express or implied is given in respect to the application of Paints and or the painting of any surfaces other than the manufacturers general product warranty and this also applies to the matching of paints applied to any areas as directed by Clients, whether the paints were supplied by the Client or purchased or acquired by Ardent.

PRESSURE CLEANING/CLEANER

Unless otherwise agreed to in writing it is the sole responsibility of the Client to move and secure all vehicles, items of equipment, personal and commercial items including but not limited to stock items, Administrative equipment, furniture, computers, electrics and electronics, storage containers, Copyrighted products or materials and or anything belonging to the Client and or their neighbors or any entity or person within close proximity to the Client and the areas of work, such as to mitigate any exposure to any of the cleaning process, components, parts, liquids, detergents, and water involved in the pressure cleaning or in conjunction with using a pressure cleaner.

Clients must take every necessary step to advise all stakeholders within close and general proximity to service areas the dates and times of proposed services and the need to protect, cover or insulate products and equipment that may be at risk.

Whilst every reasonable effort will be made to mitigate overspray and soilage to all property and equipment, Ardent Cleaning Services Townsville makes no Guarantee, either directly, indirectly or by inference that it will be 100% successful in being able to do so and therefore does not accept responsibility or liability in such circumstances and situations.

GARDENING

Ardent will only be responsible for items as specified in the Scope of Works. If additional requests are made then this will incur additional fees that will be invoiced to the Client/s.

For example: *If Ardent is engaged to mow and trim edges and is then asked or directed to pick up a few fronds, then this additional work and Dumping costs will be additional to any Quoted price.*

EXTRA SERVICES

Any additional services that Clients may require and request that Ardent undertake will incur additional costs. Any items or services that are not clearly defined and specified in the Scope of Works will be considered as additional services and will be an additional charge.

For Example: *If Ardent is providing carpet cleaning and a Client asks us to “just take care of the sofa”, then we will be more than happy to do so, but this service will be additional to the Quoted price and unless a Client requests an indication of price whether verbal or written then the Client is liable for these additional costs.*

CURTAINS AND BLINDS

Ardent Cleaning does not accept responsibility or liability for the condition of Curtain/s and or Blind/s, including all attachment/s, cord/s, clip/s and any miscellaneous component/s that are either directly or indirectly connected to and or in any way part of the Curtain and or Blind ensemble.

Ardent Cleaning will not be liable for the condition of any such item, nor will Ardent Cleaning be responsible for the purchase and or replacement of such items. Unless directed by the Client as part of the Services and such directive forms part of the Scope of Works.

Ardent Cleaning's responsibility is strictly limited to spoilage or damage to the main body of Curtain/s or Blind/s but only in so far to such areas that can be proved were a consequence of services provided by Ardent Cleaning.

Ardent will not be responsible nor liable for any other items including but not limited to attachments, assemblies and components, cords, strings, brackets, screws, nails, pins, clips, weights, coverings and so on.

Ardent Cleaning's liability will only extend to the re-cleaning, repair or purchase of such Curtain/s and Blind/s to the agreed value of the Curtain/s and Blind/s at the time of cleaning, not the original purchase price, unless the items were purchased 48 hours prior to commencement of services and such purchase/s can be proved by original receipts.

HOURS OF SERVICE

Quotations and prices **do not** include work on Public Holidays, weekends, after hours (after 6pm or before 6am) or for emergency cleaning, unless Ardent Cleaning Services Townsville has undertaken to do so and has clearly indicated such, in writing to the client.

Clients **MUST NOT** assume, infer, presuppose, determine or understand in any way that Ardent Cleaning Services verbally expressed willingness to work evening hours is a clear and unconditional indication that Ardent Cleaning Services or any of its staff or subcontractors have undertaken to work throughout the night and into the morning.

Such late work **MUST always** be agreed to by Ardent Cleaning Services; in writing and additional fees and costs may apply.

EXPOSURE TO CLEANING

Ardent Cleaning accepts no responsibility directly or indirectly for the affects that any exposure by any means or substance may have on items of any nature, within close proximity to the cleaning processes that has not been securely covered by a client, including but not limited to: furniture, personal items, vehicles, equipment, walls, garden beds, potted plants, lawn areas, glass areas, flooring and pavement areas, miscellaneous equipment and so on.

SERVICE GUARANTEE - IMPORTANT

Our Service Guarantee is provided in good faith that the area/s or component/s that may require rectification is/are due to an unintentional omission and clearly not due to negligence, incompetence or other parties spoiling areas already cleaned.

Errors, omissions, sub-standard work and or any suspected damage/s **MUST** be brought to the attention of Ardent Cleaning **within 72 hours** of the termination of work as specified in the Scope of Works. Ardent Cleaning reserves all rights in providing rectification services past the 72-hour period without additional charges and or fees.

Ardent Cleaning reserves the right to obtain and provide photographic and or video as evidence of completed work to clients and if directed or requested to re-perform services as a result of third party spoilage then also reserves the right to levy additional fees and charges for all such services.

ENTRY AND INSPECTION REPORTS

Clients may be requested to provide a copy of their Entry Report or any other such Report as available to them that indicates the original condition of the premises when occupied by them.

Ardent cleaning will not be responsible for the cleaning or repair of any pre-existing soilage or damage unless specifically requested to do so by the client in writing and this is made clear to Ardent prior to the commencement of work and is specified in the Scope of Works.

If such cleaning and repair is made known to Ardent cleaning subsequent to the commencement of work and is required to be completed then Ardent Cleaning will levy an additional charge for all such activities.

SERVICES INVOICED ON AN HOURLY BASIS

Where it has been agreed between Ardent Cleaning and a client that services will be invoiced on an hourly basis then such hourly rates will apply to each person involved in providing the services.

For example: if the rate is \$20 per hour and two people are providing the service then the fee is \$20 per hour, per person, NOT \$20 per hour for two people and so on.

If a Client agrees to engage Ardent Cleaning on an hourly basis and does not request a formal written indication of **maximum likely hours**, then the Client will be unconditionally responsible for the payment of all hours worked irrespective of what the Client may have thought, perceived, anticipated, expected, imagined, believed, dreamed or felt they could achieve by engaging their own efforts or that of friends, family, slaves, family pets, Spirits an associated entities.

Where a written indication of maximum likely hours is provided this is not to be taken by the Client as the total hours required. This time allocation is only a reasonable estimate and calculation by Ardent. In such instances where services are not finalized, Ardent will suspend services at the maximum hour period and liase with the client/s in respect to the likely time requirement in order to finalise services.

In all such instances the Client if so directing Ardent to continue will be 100% liable for all additional costs irrespective of what they may be in terms of time charges, materials, additional equipment rental fees and personnel.

DEFECTS

Ardent Cleaning Services will only accept and make good defects that are formally issued by an accredited managing Agent or Landlord. Absolutely no defects will be accepted from tenants, either verbally or in writing, either prior to or after an inspection by a Managing Agent and or landlord.

If after the rectification of defect work the standard is still not acceptable or items have been missed, then any such defects must be brought to the attention of Ardent Cleaning, in writing and will be taken care of by Ardent Cleaning.

Ardent Cleaning will not accept the Client, Tenant, Agent or any of their representatives organizing third party Cleaners and then invoicing these costs to Ardent or reducing any balance owing to Ardent by any amounts.

In other words, if defects still exist and you do not provide Ardent Cleaning with the opportunity to stand by our Guarantee and rectify the work, then we will not be responsible for any additional costs that you may incur and we absolutely will not reduce our Invoice Total as a result of any such action or similar action taken.

In such an instance, you will be held unconditionally responsible for remitting full payment of any outstanding balances to Ardent and failure to do so will result in Late Payment Penalties, as already specified and Debt Collection Action. Ardent will pursue such action quite vigorously.

Ardent Cleaning will only accept responsibility for Defects that form part of an original Defect list. We will not accept responsibility for subsequent lists or additional items considered Defects, whether provided by the Original inspecting Agent/Person or by other inspecting Agents/Persons.

Ardent Cleaning will undertake to make good the Defects that are included in and form part of the Original Defect List and nothing further, unless they are original items not correctly rectified.

***Why?** Because we believe that just as parties have an expectation upon us to do things correctly, then we believe it's only fair that the same expectation is applicable to the Inspecting Party. We believe it incredibly unfair to have multiple people inspect multiple times, presenting multiple lists that are always different.*

Where a tenant/s or former tenant/s enters premises and conduct their own inspection and or work, Ardent Cleaning will not be responsible for the consideration or remuneration of any such work and such work will not affect the quoted amount to be invoiced and paid.

***What does this mean?** This means that if you go back into a property and do your own inspection and think you identify defects/work that you then rectify/perform and try and charge us for the work that you do, then we will not be paying you nor will we accept a reduction of our invoice as consideration of the work that you may allege to have done.*

Where a tenant chooses to enter a premises and perform work, they do so entirely of their own accord and no responsibility will be accepted by Ardent Cleaning in respect to any matter connected with such work, including but not limited to additional defects as may be identified or suggested by such tenant/s.

KEYS AND KEY RETURN

Ardent Cleaning Services **does not accept responsibility for the timely return of keys** to Agents/Landlords this responsibility rests with the client/Tenant and must be pursued and organized by the same irrespective of circumstances.

If in exceptional circumstances Ardent Cleaning agrees to return keys on behalf of Clients/Tenants, then any delay in returning the keys will be the responsibility of the Clients/Tenants, not Ardent.

In all such circumstances Ardent Cleaning will not be responsible for any additional costs, fees or lost rental that may be the responsibility of the Tenant or Client as in all such instances Ardent Cleaning is merely performing an unpaid favor.

COUNCIL RUBBISH BINS 'WHEELIE BINS'

Ardent Cleaning Services is not responsible for the removal of waste left in or placed in Wheelie Bins that belong to the premises or site. If Ardent Cleaning is asked or directed to discard of any such items left or placed in these bins then a **\$100 Dumping Surcharge for a single bin or \$75 per bin for multiple bins** and will apply and be additional to the quoted price.

WESTPAC WINNER

Ardent Cleaning was the winner of the Westpac NQ Business Excellence Awards in the Outstanding New Business Category.