

## STANDARD SERVICE TERMS

These terms are the terms under "The Trustee for CBCG Trust" ABN 45 358 659 727 (the **Service Provider**) provides the Services (defined in clause 2.1(a)) to you or the company which you represent (the **Client**).

### 1. THESE TERMS, CLIENT FORMS

- (a) These terms will apply to all the Client's dealings with the Service Provider, including by being incorporated in all booking confirmations, agreements, quotations, invoices or orders under which the Service Provider is to provide services to the Client ('**Client Form**'), together with any additional terms included in such Client Form (provided such additional terms are recorded in writing).
- (b) The Client will be taken to have accepted these terms if the Client signs or otherwise accepts a Client Form, or if the Client orders, accepts or pays for any services provided by the Service Provider after receiving or becoming aware of these terms.
- (c) In the event of any inconsistency between these terms and any Client Form, these terms will prevail to the extent of such inconsistency.
- (d) An obligation or a liability assumed by, or a right conferred on, 2 or more persons under these terms binds or benefits them jointly and severally.

### 2. SERVICES

#### 2.1 SERVICES

- (a) The Service Provider will provide the Client with the cleaning services and related services set out in a Client Form sent to the Client's email address (**Services**) to the premises set out in a Client Form (**Premises**).
- (b) Unless otherwise agreed in writing, the Service Provider may, in its discretion:
  - (i) not commence work on any Services until the Client has paid any deposit or upfront fee payable in respect of such Services; and
  - (ii) withhold delivery of Services until the Client has paid amounts due and payable to the Service Provider in respect of such Services.

#### 2.2 TIME OF DAY

- (a) The time of day for Services to be provided, specified in a Client Form or otherwise communicated to the Client, is an estimate only and is subject to delays and reasons beyond the Service Provider's control.
- (b) The Client releases the Service Provider in respect of any loss or damage suffered in connection with the Service Provider not providing the Services at the time(s) set out in a Client Form.

### 3. CLIENT OBLIGATIONS

#### 3.1 PROVIDE INFORMATION AND LIAISON

- (a) The Client must provide the Service Provider with all documentation, information and assistance reasonably required for the Service Provider to perform the Services.
- (b) The Client agrees to liaise with the Service Provider as it reasonably requests for the purpose of enabling the Service Provider to provide the Services.

#### 3.2 HOT WATER, ELECTRICITY, CAR PARKING

The Client must ensure that the Premises, on the Service Date:

- (a) has a working hot water connection sufficient for the Service Provider to perform the Services;
- (b) has a working electricity connection sufficient for the Service Provider to perform the Services; and
- (c) has car parking adjacent to the Premises.

#### 3.3 COMMUNICATION AFTER SERVICE DATE

The Client must not communicate with a contractor of the Service Provider, or request or entice a contractor of the Service Provider to communicate with the Client, after the Service Date. For any

enquiries or complaints, please contact the Service Provider directly, using the contact details specified in the Client Form.

#### 4. THIRD PARTY TERMS

- (a) Any Services that require the Service Provider to acquire goods or services supplied by a third party on behalf of the Client may be subject to the terms & conditions of that third party (**Third Party Terms**), including 'no refund' policies.
- (b) The Client agrees to any Third Party Terms applicable to any goods or services supplied by a third party that the Client acquires as part of the Services and the Service Provider will not be liable for any loss or damage suffered by the Client in connection with such Third Party Terms.

#### 5. PAYMENT

##### 5.1 FEES

- (a) The Client must pay fees to the Service Provider in respect of the Services (**Fees**), in the amounts estimated and at the times set out in the Client Form, and in any invoice issued to the Client, or as otherwise agreed in writing.
- (b) The Client agrees and acknowledges that the amounts of Fees set out in Client Forms issued before the Service Date are solely based on the information provided by the Client about the required Services. If, on or after the Service Date, the Service Provider deems that the Services required to properly service the requested areas within the Premises differ from the Services specified in a Client Form, additional Fees may be payable for these Services and these additional Fees will be set out in a subsequent invoice.
- (c) To the extent of any inconsistency between an invoice issued on or after the Service Date, and one issued before the Service Date, the invoice issued on or after the Service Date will prevail.

##### 5.2 TIME FOR PAYMENT

- (a) Unless otherwise agreed in writing:
  - (i) if the Service Provider issues an invoice to the Client, payment must be made by the time(s) specified on such invoice; and
  - (ii) in all other circumstances, the Client must pay the Fees in the following installments:
    - A. a booking fee specified in the Client Form (**Booking Fee**), by direct deposit in order to secure a date for the provision of the Services (**Service Date**); and
    - B. the remaining Fees specified in the Client Form, minus the Booking Fee, on or before the date the Services are provided.
- (b) The Client acknowledges and agrees that:
  - (i) the Booking Fee must be paid to secure a Service Date; and
  - (ii) if the Booking Fee is paid less than 48 hours before a proposed Service Date, the Service Provider may postpone that Service Date, in its absolute discretion.

##### 5.3 LATE PAYMENT

- (a) If the Client does not pay the Service Provider the amount due and payable under an invoice on or before its due date, without limiting any of the Service Provider's other rights under these terms, the Client must pay the Service Provider interest at the rate of 12% per annum on each amount outstanding, from the due date for payment to the date on which the payment is received by the Service Provider.
- (b) Without limiting clause 5.3(a), the Service Provider will generally not provide the Services unless Fees have been paid in full.

##### 5.4 PAYMENT METHOD

The Client must pay Fees using the payment method specified in the Client Form.

## 5.5 EXPENSES

Unless otherwise agreed in writing:

- (a) the Client will bear all expenses set out in the Client Form; and
- (b) any third party costs incurred by the Service Provider in the course of performing the Services may be billed to the Client, unless specifically agreed otherwise by the parties in writing.

## 5.6 GST

- (a) Unless otherwise indicated, amounts stated in a Client Form or an invoice provided by the Service Provider do not include GST.
- (b) In relation to any GST payable for a taxable supply by the Service Provider, the Client must pay the GST, subject to the Service Provider providing a tax invoice.

## 5.7 CARD SURCHARGES

The Service Provider reserves the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard, American Express or Diners Club).

## 6. CHANGES

- (a) The Client must pay additional charges for changes to Services requested by the Client which are outside the scope of the Services in the relevant Client Form, including if the state of the Premises differs in any way from how it was described by the Client or in a Client Form (**Changes**).
- (b) Generally, where Changes are required, the Service Provider will provide a fixed-fee quote for the additional Services in advance of them being performed.
- (c) The Service Provider may at its discretion extend or modify any delivery schedule or deadlines for the Services as may be reasonably required by such Changes.

## 7. CANCELLATIONS

### 7.1 CANCELLATION BY THE CLIENT

- (a) To the maximum extent permitted by applicable law, if the Service Provider issues a Client Form in respect of a Service and the Client subsequently seeks to cancel the Service, then the Fees will be dealt with as follows:
  - (i) if the Client notifies the Service Provider of the cancellation more than 7 days before the Service Date, no cancellation fee will be payable, and the Service Provider will provide the Customer with a full refund of any payments already made (**Upfront Payments**);
  - (ii) if the Client notifies the Service Provider of the cancellation more than 24 hours, but less than 7 days, before the Service Date, a \$50 cancellation fee will be payable; and
  - (iii) if the Client notifies the Service Provider of the cancellation less than 24 hours before the Service Date, an \$80 cancellation fee will be payable.
- (b) If the Client has made any Upfront Payment to the Service Provider before the cancellation of a Service, the Service Provider will retain the applicable cancellation fee from the Upfront Payment.
- (c) If no Upfront Payment has been made, or if the Upfront Payment is less than the cancellation fee owed to the Service Provider, the Client must pay the remaining payable amount in accordance with the Service Provider's invoice issued to the Client in respect of that amount.

### 7.2 CANCELLATION BY THE SERVICE PROVIDER

The Service Provider reserves the right to cancel a Client's order for any reason, and will notify the Client of this as soon as possible. Where any payment has already been debited from the Client, the full amount will be credited back to the Client's original method of payment.

## 8. SUBCONTRACTING

The Service Provider may subcontract any aspect of providing the Services and the Client hereby consents to such subcontracting.

## 9. RECTIFICATION SERVICE

- (a) Without limiting the Service Provider's obligations under the *Competition and Consumer Act 2010* (Cth), the Service Provider will re-attend the Premises to rectify problems with the Services identified by the Client (**Rectification Services**), subject to the terms of this clause 9.
- (b) The Service Provider will only provide Rectification Services under this clause 9 if the Client provides the Service Provider with:
  - (i) an itemised list of the problems with the Services (for example, the areas that should be cleaned again, what was insufficient about the Services in those areas) (**List of Problems**). The Client must ensure that the List of Problems refers to the checklist of Services provided by the Service Provider in the relevant Client Form or booking confirmation (**Service Checklist**); and
  - (ii) a written confirmation, from the real estate agent or property manager of the Premises, that there are no problems with the Services on the Service Checklist other than those included in the List of Problems,  
(together, a **Formal Rectification Request**).
- (c) The Service Provider will provide the Rectification Services:
  - (i) free of any additional charge, if the Service Provider receives a Formal Rectification Request from the Client within 7 days after the date the Services were provided; and
  - (ii) for an additional \$80 call out fee, if the Service Provider receives a Formal Rectification Request from the Client more than 7 days after the date the Services were provided, but less than 10 days afterwards.
- (d) The Service Provider will not provide the Rectification Services if it receives a request more than 10 days after the date the Services were provided.

## 10. WARRANTIES

- (a) To the maximum extent permitted by applicable law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in these terms are excluded.
- (b) Where any law (including the *Competition and Consumer Act 2010* (Cth)) implies a condition, warranty or guarantee which may not lawfully be excluded, then, to the maximum extent permitted by applicable law, the Service Provider's liability for breach of that non-excludable condition, warranty or guarantee will, at the Service Provider's option, be limited to:
  - (i) in the case of goods, their replacement or the supply of equivalent goods or their repair; and
  - (ii) in the case of services, the supply of the services again, or the payment of the cost of having them supplied again.

## 11. LIMITATION OF LIABILITY

The Service Provider's liability for all claims in aggregate (whether those claims be for breach of contract, negligence or otherwise, and whether those claims be only for economic loss, or for personal injury or other damage) arising under or in connection with these terms or the Services:

- (a) is totally excluded, to the extent it concerns liability for indirect, special and consequential damages, and damages (whether direct or indirect) reflecting loss of revenue, loss of profits and loss of goodwill; and
- (b) is limited, insofar as it concerns other liability, to the total money paid to the Service Provider under these terms as at the date the first event giving rise to the relevant liability occurred.

## **12. INDEMNITY**

The Client indemnifies the Service Provider from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of:

- (a) any breach of these terms by the Client; or
- (b) any negligent, fraudulent or criminal act or omission of the Client or its personnel.

## **13. TERMINATION**

### **13.1 TERMINATION FOR CONVENIENCE**

The Service Provider may terminate these terms in whole or in part with at least 7 days' written notice to the Client.

### **13.2 TERMINATION BY SERVICE PROVIDER FOR CAUSE**

The Service Provider may terminate these terms in whole or in part immediately by written notice to the Client if:

- (a) the Client is in breach of any of these terms; or
- (b) the Client becomes subject to any form of insolvency or bankruptcy administration.

### **13.3 TERMINATION BY CLIENT FOR CAUSE**

The Client may terminate these terms:

- (a) if the Service Provider has committed a material breach of these terms and has failed to remedy the breach within 30 days' written notice by the Client; or
- (b) in accordance with any cancellation process agreed in writing by the parties, subject to the payment of any cancellation fees.

## **14. EFFECT OF TERMINATION**

### **14.1 PAYMENTS ON TERMINATION**

- (a) If the Client terminates these terms under clause 13.3(b), the Client must promptly pay the applicable cancellation fee specified in clause 7.
- (b) If the Service Provider terminates these terms under clause 13.1, then the Service Provider will refund the Client for Services paid for but not performed.
- (c) If the Service Provider terminates these terms under clause 13.2, then the Service Provider will have no obligation to issue a refund to the Client.

### **14.2 REFUNDS**

Except as set out in clause 14.1(b), the Service Provider generally does not offer refunds for any of its Services and any refunds issued will be solely at the Service Provider's discretion.

### **14.3 SURVIVAL**

Any provision of these terms which, by its nature, would reasonably be expected to be performed after the termination, shall survive and be enforceable after such termination, including without limitation clauses 5, 9, 11, 12 and 14.

## **15. DISPUTE RESOLUTION**

- (a) The parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with these terms or the Services prior to commencing any proceedings.
- (b) If the parties have complied with clause 16(a) and have failed to resolve a dispute after 30 days, the parties shall endeavour to settle any dispute arising out of or relating to these terms, including with regard to its existence, validity or termination, by mediation administered by the Australian Disputes Centre (**ADC**) before having recourse to arbitration or litigation.
- (c) The mediation shall be conducted in accordance with the ADC Guidelines for Commercial Mediation operating at the time the matter is referred to ADC (**Guidelines**).
- (d) The terms of the Guidelines are hereby deemed incorporated into these terms.

**16. FORCE MAJUERE**

The Service Provider will not be liable for any delay in performing its obligations or for a failure to perform its obligations under these terms if the delay or failure resulted from unforeseeable circumstances beyond its reasonable control including where third parties' goods or services are used in performing the Services and they fail to deliver or are subject to delays, errors or system updates.

**17. NOTICES**

**17.1 FORM OF NOTICE**

A notice or other communication to a party under these terms must be:

- (a) in writing and in English; and
- (b) addressed to that party to:
  - (i) the postal address of that party; or
  - (ii) the email address of that party that has been regularly used by the parties to correspond during the term of these terms (unless such email address is known to be inactive by the party giving notice).

**17.2 HOW NOTICE MUST BE GIVEN**

A notice must be given by one of the methods set out in the table below and is regarded as given and received at the time set out in the table below.

<b>Method</b>	<b>When Notice is regarded as given and received</b>
By hand	On delivery
By pre paid post in the same country	On the third business day after the date of posting
By pre paid post in another country	On the fifth business day after the date of posting by airmail
By email to the nominated email address	Unless the party sending the email knows or reasonably ought to suspect that the email and the attached communication were not delivered to the addressee's domain specified in the email address, 24 hours after the email was sent.

**18. GENERAL**

**18.1 GOVERNING LAW**

These terms are governed by the law applying in Queensland, Australia.

**18.2 JURISDICTION**

Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with these terms. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

**18.3 RELATIONSHIP**

- (a) Nothing contained in these terms creates an agency, partnership, joint venture or employment relationship between the Client and the Service Provider or any of their respective employees, agents or contractors.
- (b) Neither party nor any person acting on its behalf may hold itself out as being entitled to contract or accept payment in the name of or on account of the other party.

**18.4 ASSIGNMENT**

A party cannot assign, novate or otherwise transfer any of its rights or obligations under these terms without the prior consent of each other party (such consent not to be unreasonably withheld).

18.5 AMENDMENTS

These terms may only be amended by a document signed by each party.

18.6 WAIVER

No party to these terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

18.7 FURTHER ACTS AND DOCUMENTS

Each party must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by another party to give effect to these terms.

18.8 ENTIRE AGREEMENT

These terms, together with the terms specified in any quote for the Services provided by the Service Provider, embody the entire agreement between the parties and supersede any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the Services.