



## Echo Cleaning Company Terms of Service

This Agreement for cleaning services between you, the client (hereafter referred to as "Client") and Echo Professional Services Ltd t/a Echo Cleaning Company (hereafter referred as "Company") is made and entered into upon the date of booking is confirmed, to clean the Client's property (hereafter referred as "Premises").

The above mentioned parties hereby agree to following terms and conditions:

### 1. Definitions

"Agreement" – means the terms and conditions as follows which constitute the full and complete service agreement (the "Agreement") between the Client and the Company for the provision of services by the Company.

"Cleaner" - means the person carrying out cleaning services on behalf of the Company.

"Cleaning Visit" - means the visit to the Client's service address by the Cleaner in order to carry out the Service.

"Premises" – means the address specified by the Client where the services are to be carried out by the Company.

"Service" - means the cleaning services carried out on behalf of the Company.

### 2. Contract

2.1 These Terms and Conditions represent a contract between the Company and the Client.

2.2 This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

2.3 The Client agrees that any use of the Company's services, including placing an order for services by telephone, email or website shall constitute the Client's acceptance of these Terms and Conditions.

2.4 Unless otherwise agreed in writing these Terms and Conditions shall prevail over any other terms of business or purchase conditions put forward by the Client.

2.5 No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by a director of the Company.

2.6 The Company endeavours to provide the Service faithfully, diligently and in a timely and professional manner.

### 3. Bookings

3.1 At the time of booking the Client must provide details of any hazards, slippery surfaces, risks or dangers, ingrained dirt, grease or grime located at the Premises and the company reserves the right not to accept a booking for any reason and without explanation.

### 4. Payment

4.1 The Company has agreed to invoice the Client for payment after the Service has been completed the Client agrees to pay in full by the invoice due date.

4.2 For recurring clients, prompt payment is required to avoid any interruption to services. If client fails to pay within 7 days, the company reserves the rights to withdraw its services. The Client acknowledges that the Company works on a waiting list model, whereby the Client may forfeit their regular service time slot due to non-payment. The Client agrees to contact the Company as soon as possible if an invoice payment is delayed for any reason. Client must pay any cancellation fees or charges due set out in clause 10.

4.3 The Company does not accept cheques.

4.4 All payments must be made in New Zealand dollars.

### 5. Late Payment Fee for Invoiced clients

5.1 Client understands that late payments may be subject to additional charges.

5.2 The Client agrees that if the Company has not received payment in full for the Service within 7 days of the original invoice date then a late payment fee may be charged on the fixed rate of 15% per annum on each

day that any amount remains outstanding thereafter. You agree as part of this contract to pay this sum which represents our reasonable costs in collecting the unpaid amounts.

- 5.3 In addition to the amounts set out above, the Client agrees to indemnify the Company for all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by the Company 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 Client) arising out of a breach of these terms including the failure by the Client to pay an amount by the due date. The Client will be liable to pay for any debt collector fees incurred in the recovery of overdue payments.

## **6. Refunds**

- 6.1 No refund claims will be given once the cleaning service has been carried out. If for any reason the Client is dissatisfied with any aspect they must notify the Company within 24 hours and the Company will make their best efforts to rectify it. For more information on Complaints, see Clause 14.
- 6.2 If a payment has been already received by the Company, a refund may only be issued only if the Client has cancelled the service by the allowed time (24 hours) prior to the start of the cleaning session.
- 6.3 Refund will be issued if a Cleaner does not attend a booking payment for which has been already received by the Company, unless another date for service is arranged to cover this missed service.

## **7. Equipment**

- 7.1 Toilet brush and toilet cleaner must be provided by the Client for the Cleaner to use during the Service. If these items are not located next to the toilet, the Client must provide instructions for the Cleaner to find them.
- 7.2 All other cleaning materials are provided by the Company. If you require us to use your solutions or equipment they must be approved in advance by Company management, safe to use/operate, in full working order and must not require any special skills to be used for the purpose of cleaning.
- 7.3 The Client is responsible for replenishing stock of any of their own preferred products and/or toilet cleaner that is used by the Cleaner.
- 7.4 If the Client has equipment that is complicated to operate, the Client must provide clear and detailed instructions to the Cleaner.
- 7.5 If the Client requires the Cleaner to use their own materials and equipment including but not limited to vacuum cleaner, iron, washing machine and tumble dryer the Company cannot accept any liability should anything go wrong with either the equipment or the outcome of using it.

## **8. Priority Lists**

- 8.1 Clients are responsible for providing a list of priorities to Company management team prior to the booking. This allows the cleaner to prioritise their time accordingly and your most important tasks are done first and foremost. If no priorities are provided, the Cleaner will work from our standard task list. Some tasks may be rotated between cleans and not completed on every visit.
- 8.2 Please reassess your cleaning time and frequency regularly to ensure your cleaner has enough time to complete all cleaning tasks you require. If there are any additional tasks you would like done please contact the Company's office to discuss. More time may be required for occasional Deep Cleaning tasks.

## **9. Additions and Amendments**

- 9.1 Any changes to the Service must be agreed by the Company prior to the Service time.
- 9.2 If the Client requires any additional services or variations at the time the Service is being performed, the Client must first contact the Company Management who may agree to provide the additional services in its absolute discretion. The Cleaner is not authorised to agree to any changes to the Service being provided. The Client must not request such changes directly from the Cleaner.

## **10. Cancellation**

- 10.1 Client may cancel the scheduled cleaning job up to 24 hours prior to the agreed start time with no cancellation fee.
- 10.2 Client agrees to pay 50% of the quote or normal invoice as a cancellation fee if he/she cancels or reschedules the date/time less than 24 hours prior to the scheduled appointment.
- 10.3 Clients agrees to pay 50% of the quote or invoice as a cancellation fee in the event of a lock-out caused by our cleaners being turned away; no one home to let them in; no water or power available at Client's premises or problem with clients keys. If keys or door codes are provided they must open the lock without any special efforts or skills.
- 10.4 If an initial deposit has been paid to the Company then the Client agrees that deposit funds may be used to cover the cancellation fee.
- 10.5 If the Client needs to change a cleaning day or time the Company will do its best to accommodate them. A minimum of 24 hours' notice is required. Please note that the Company cannot guarantee that the same Cleaner will be available on the new day and time the Client requires. Any changes in the cleaning schedule are subject to availability.

- 10.6 The Company's Cleaners work on any weekdays only and not on Public Holidays. If the Client's cleaning visit is due on a Public Holiday and they have not called or e-mailed the Company to reschedule the visit at least 24 hours prior to the start of the cleaning session, the Client agrees to and understands that the service will not be provided on that day, and that regular amount due for that cleaning visit will not be charged.

## **11. Termination**

- 11.1 The Client may terminate this contract by giving 48 hours prior written notice by email.  
11.2 The Client agrees to pay a cancellation fee equivalent to one regular clean if:  
11.2.1 No notice is given; or  
11.2.2 The Client provides a termination of notice less than 48 hours.

## **12. Employment Referral Fee**

- 12.1 The Client is liable for an employment referral fee of \$500.00 per person, should the Client directly employ (either legally or on a cash basis) anyone currently employed/sub-contracted by the Company, or employed/sub-contracted by the Company within the 1 year period prior to such employment. The Client agrees to pay this fee whether they notify the Company of their action or the Company discovers this employment independently at any time after it occurs. The Client further agrees to reimburse the Company for any and all collection or legal fees the Company incurs in collecting this fee.

## **13. Insurance**

- 13.1 The Company's public liability insurance will cover damages caused by a Cleaners working on behalf of the Company up to \$2,000,000.00. All claims are subject to an excess of \$500.00 payable by the Client.  
13.2 The Client agrees that due to the nature of the service the Company guarantees only to correct any problems reported within 24 hours. If a problem occurs on a Saturday it must be reported ASAP and no later than the following Monday at 12:00pm. The Company may require entry to the location of the claim to correct the problem. Any refunds or adjustments must be requested to the Company directly and subject to approval by the Company.  
13.3 While the Cleaners make every effort not to break items, accidents do happen. Identical replacement is always attempted but not guaranteed. For this specific reason, the Company requests all irreplaceable items (whether monetarily or sentimentally valuable) be stored away and/or not cleaned by the Cleaner, with instructions for such measures to be provided ahead of the Service.  
13.4 In case of damage, The Company will repair the item at its cost. If the item cannot be repaired the Company will rectify the problem by crediting the customer with the item's present actual cash value toward a like replacement from a Company's source upon payment of cleaning services rendered.  
13.5 The Company shall not be responsible for damage due to faulty and/or improper installation of any item. All surfaces (i.e., marble, granite, etc.) are assumed sealed and ready to clean without causing harm.  
13.6 Any attempt to commit insurance fraud or any use of false information to commit any type of fraud will be prosecuted to the fullest extent of the law together by the Company and the Insurance Provider(s). Monetary compensation as well as legal fees may be incurred at the Clients expense.  
13.7 Key replacement/locksmith fees are paid only if keys are lost by our Cleaners.

## **14. Complaints**

- 14.1 All complaints are taken seriously. If you are not happy with any aspect of our service, Client must notify the Company as soon as they notice anything that might be to their dislike by email or phone and give us the chance to rectify it. Your custom is very important to us and we want you to be happy.

## **15. Liability**

- 15.1 The Company reserves the right to not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with:  
15.1.1 A cleaning job not complete due to the lack of hot water or electricity;  
15.1.2 Third party entering or present at the Client's premises during the cleaning process, whose presence prevents the cleaner from providing their service;  
15.1.3 Any existing damage to Clients property in the form of old stains/burns/spillages etc. which cannot be cleaned/removed completely by the Cleaner;  
15.1.4 A delay for a cleaning visit due to a traffic congestion;  
15.1.5 A postponed service due to broken equipment.

## **16. Supplementary Terms**

- 16.1 The Company reserves the right to re-evaluate rates at any time should the Client's initial list of tasks change.  
16.2 The Company reserves the right to amend the initial quotation, should the Client's original requirements change.

- 16.3 If any estimates of how long it will take the Cleaner to complete the job are being provided these are only estimates based on the average time it takes to clean a home or an office of similar size to the Client's, it being difficult to calculate precisely how long such tasks may take and that a degree of flexibility may be required. Please note that one off cleans may take longer to complete due to longer intervals between cleaning sessions, number and type of cleaning tasks required, when compared to the regular maintenance cleaning of the same property.
- 16.4 The Client understands that the price quoted may vary according to condition of property and room sizes etc.
- 16.5 The Company shall endeavour to arrange a replacement cleaner if your regular cleaner cannot attend a scheduled visit, and will inform the Client prior to the visit.
- 16.6 The Company reserves the right to make any changes to any part of these Terms and Conditions without giving any prior notice. The Company may add to or alter these Terms and Conditions from time to time and any alterations or additions will apply to new business but not to existing contracts. Please refer to your copy of these Terms and Conditions.

## **17. Marketing**

- 17.1 The Company will never take photographs of your home or publish your name and property in connection with the Company for promotional purposes, without your express written consent.

## **18. Health and Safety**

- 18.1 The Client represents and warrants that:
  - 18.1.1 It will provide a safe working environment at the Premises for the Cleaner to perform the Service;
  - 18.1.2 The Cleaner will have unencumbered and unobstructed access to those areas of the Premises requiring the Service;
  - 18.1.3 The Client 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;
  - 18.1.4 All cleaning equipment and materials provided by the Client are safe, have not been tampered with and are in full working order;
  - 18.1.5 It will advise the Company prior to the commencement of the Service of any hazards, slippery surfaces, risks or dangers, ingrained dirt, grease or grime at the Premises;
  - 18.1.6 It is authorised to use the Premises and obtain the provision of Service;
  - 18.1.7 If the Client requires the Cleaner to clean behind or under any heavy items (e.g. a fridge, bookshelf, or other furniture), the Client will move those items prior to the commencement of the Service; and
  - 18.1.8 It will secure or remove any fragile, delicate, breakable or valuable items, including cash, jewellery, works of art, antiques, or items of sentimental value prior to the commencement of the Service.
- 18.2 Health and Safety Risks: In addition to the obligations and warranties set out in clause 18.1 above, the Client acknowledges and agrees that:
  - 18.2.1 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;
  - 18.2.2 The Cleaner may, either before or during the provision of the Service not use or cease using any materials or cleaning equipment provided by the Client if the Cleaner thinks, in their absolute discretion, that the use of such materials or cleaning equipment poses a risk to health and safety;
  - 18.2.3 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.
  - 18.2.4 The Company has a policy not to touch or handle any items that are directly related to personal hygiene such as used condoms, used sanitary products or worn underwear. The client acknowledges that such items are to be safely disposed, where the Cleaner cannot come into physical contact with them.

## **19. Security**

- 19.1 If valuable items are found, they will be left in a secure location to be agreed.
- 19.2 The Company will not be responsible for triggering of any alarm systems. The Client should give any special instructions for deactivation/activation of any household alarm systems prior to the booking commencement time.

## **20. Confidentiality**

- 20.1 Any information or knowledge obtained during the term of this cleaning services contract about the Client is considered confidential.
- 20.2 The Company agrees to keep all information not openly known to the public confidential and private as such.
- 20.3 Should the Company or its Cleaners' actions lead to the Client's confidential information being disclosed to unauthorized parties, the Client shall have the right to seek full remedy in accordance with applicable New Zealand law.

**21. New Zealand Law**

- 21.1 These terms and conditions shall be governed by the relevant New Zealand law, and by agreeing to be bound by them the customer agrees to submit to the exclusive jurisdiction of the relevant courts of the New Zealand.

**22. Acceptance**

- 22.1 Both parties are in agreement to all terms and conditions above and will, to their best abilities, fulfil all aspects of this cleaning services contract.