

# Happy Day Clean Pty Ltd

## Terms and Conditions

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## **1. General**

- 1.1. In these Terms and Conditions headings to not limit themes and are only for convenience.
- 1.2. Singular case includes plural case, feminine includes masculine and vice versa.
- 1.3. Customer or “person” can be any person, a natural person or an corporation, association, body or entity.
- 1.4. If a code, regulation, law, amendment rule or any other government regulation is updated, reprinted or replaced, the reference to this regulation includes also the update.
- 1.5. If a text refers to a document, all replacements of that documents are included.
- 1.6. If a group of persons is mentioned all people who are part of the group are included.
- 1.7. All references of “\$”, “payment”, “dollars” or “amount” are in Australian Dollar (AUD), no matter if especially mentioned or not.
- 1.8. All reference to time refers to Australian Eastern Standard Time (AEST) for bookings in Sydney. For bookings in other cities the time zone will be the local time-zone according to the postcode and the state.

## **2. Acceptance of Terms and Conditions**

- 2.1. The terms and conditions as stated in this agreement frame each access and use of the website by the user. The user agrees to accept terms and conditions with every use of and access to the website.
- 2.2. Happy Day Clean has the right to change the Terms and Conditions without notice to the customer by updating the document on the website. The customer has to review the document regularly to be informed about eventual changes made. Each change of the Terms and Conditions comes into immediate effect from the date that the document was published.
- 2.3. Third Party links, hyperlinks or tools to redirection that take you to other websites that might appear on our website are not controlled by Happy Day Clean and do not form part of the website or of any of the agreements. The customer agrees that he will not hold Happy Day Clean liable or accountable for actions that occur on or through any Third Party Site.
- 2.4. The user agrees to the Terms and Conditions before he make a booking.
- 2.5. The user accepts the Terms and Conditions by clicking “accept”, as well as by making a payment and through the use of and login to his membership area.
- 2.6. Users under the age of 18 must immediately leave the website and are not allowed to access the website, make bookings or send payments.
- 2.7. Users who are legally not allowed to enter into contracts must immediately leave the website and are not allowed to access the website, make bookings or send payments.
- 2.8. The user who takes action to agree to the Terms and Conditions states that he has read and understood these Terms and Conditions and agrees to legally be bound by them.
- 2.9. Users who do not understand parts of the Terms and Conditions should seek legal advice before accepting and agreeing to the Terms and Conditions through booking.

### 3. Definitions

- 3.1. "ABN" stand for Australian Business Number
- 3.2. "ACN" stands for Australian Company Number
- 3.3. "Agreement" stands for any contractual agreement between the Users and Happy Day Clean on the terms of service
- 3.4. "Booking" stands for the booking and payment for the booking that you made on the Website in order for the subcontractor to provide cleaning services to you.
- 3.5. "Booking System" stands for the online system that makes it possible for you to make the booking.
- 3.6. "Business Day" stands for any day between Monday to Friday which is not a public holiday on which banks operate.
- 3.7. "Clean" means the Cleaning Service that the service provider is booked to perform at the customer's cleaning address.
- 3.8. "Cleaner" is the person who provides the cleaning service, also called cleaning subcontractor, subcontractor, cleaner or service provider.
- 3.9. "Cleaning Fee" stands for the payment you need to make (inclusive GST) to Happy Day Clean in order to arrange the provision of the number of hours booked.
- 3.10. "Cleaning Subcontractor" means the cleaner who is booked to perform the cleaning service at the customer's house.
- 3.11. "Cleaning Products" means the sprays, creams cloths and cleaning utensils other than vacuum cleaner and mop that are applied or used within the customer's house during the cleaning process.
- 3.12. "Company" stands for Happy Day Clean Pty Ltd
- 3.13. "Confidential Information" stands for any information in written or verbal format which is any nonpublic information pertaining to company's business. A party can inform the other party that this information is confidential information. Confidential information is also information that is reasonably considered to be confidential and not meant for the public in the circumstances. Confidential information is information that can't be passed on within the definitions of the Privacy Act.
- 3.14. "Corporations Act" stands for Corporations Act 2001
- 3.15. "Customer" stands for a User of Happy Day Clean who has booked an appointment through the website.
- 3.16. "Cleaning Equipment" stands for vacuum cleaner and mop.
- 3.17. "Cleaning Products" stands for sprays, creams, bleach, sanitizers, cloths, sponges and other products the cleaner may use for the performance of the cleaning service.
- 3.18. "Cleaning Service" means the service provided by the subcontractor in order to clean the house of the customer.
- 3.19. "Emailing System" means the automatically generated emails that are sent to the client confirming his booking and concerning other information concerning the booked cleaning service. The emailing system will contact the client's email address and in urgent cases his mobile phone via text.
- 3.20. "GST" stands for Goods and Services Tax as defined in the New Tax System Act 1999.  
"Happy Day Clean" stands for the digital platform under the name [www.happydayclean.com](http://www.happydayclean.com) on desktop and mobile website.
- 3.21. "Intellectual Property Rights" stands for all present and future rights concerning immaterial property anywhere globally for example copyrights, inventions, patents, know-how, designs, data-bases, brand names, names used for domains or businesses, unregistered trademarks, trade secrets or other proprietary rights or any rights to register such rights which might be before or after accessing the website.
- 3.22. "Location" stands for the address that the customer entered in the field "Cleaning Address" in the booking process, which is the address at which the service provider is meant to perform the cleaning job.
- 3.23. "Payment" stands for the payment amount that is to be paid or has been paid by the user in order to book a service provider.

- 3.24. "Privacy Act" stands for the Privacy Act 1989
- 3.25. "Privacy Policy" stands for Happy Day Clean's privacy policy which can be found in the updated version on our website.
- 3.26. "Service Provider" means the cleaning subcontractor (=cleaner) who performs the booked job for customers and has signed a Subcontractor Agreement with Happy Day Clean.
- 3.27. "Site Content" stands for the website content including but not limited to all text, information, graphical material, logo, trademark, audios, videos and all other forms of information that can be found on or through the website or is distributed via our emailing system.
- 3.28. "Tax Invoice" stands for the meaning it has been given by the A New Tax System (Goods and Services Tax) Act 1999.
- 3.29. "Terms of Service" stands for the terms and conditions that are applied when using Happy Day Clean which can be found on the website.
- 3.30. "User" means the customer who uses the website to book his cleaning service.
- 3.31. "You" or "Your" stands for the user.

## 4. Specifications

- 4.1. We as Happy Day Clean Pty Ltd, ABN 55 614 281 775 (short "Happy Day Clean", act as an online platform at [www.happydayclean.com](http://www.happydayclean.com) with the purpose that a customer ("User") can book a subcontractor ("Cleaner", "Service Provider", "Subcontractor") to provide cleaning and housekeeping services as specified on the website. This booking will be done by the client by submitting a booking request through the website [www.happydayclean.com](http://www.happydayclean.com) in the desktop or mobile version. Happy Day Clean then notifies the subcontractor who is the most fitting for your area and requested service from its database of subcontractors.
- 4.2. When booking one of our subcontractors through our website the subcontractor you booked will provide the service of cleaning your house or housekeeping as specified in our offer ("cleaning service") to you in the number of hours booked.
- 4.3. Happy Day Clean is the facilitator of the booking and the matching of the subcontractor, it is not the service provider of the cleaning service. Happy Day Clean is a third party facilitator of the contracts between the User and the Service Provider. Happy Day Clean will receive and confirm booking requests for cleaning and housekeeping services as offered on our website. Happy Day Clean will issue invoices on behalf of the Service Provider and pass on payments for cleaning services to the Subcontractor.
- 4.4. When booking the Customer confirms two contractual relationships. The first contract is with Happy Day Clean and concerns the use of the desktop or mobile website, the access to his customer member area where he can edit the booking and the compliance with the "Terms and Conditions" of this agreement. The second contract that the customer enters is the "Cleaning Agreement" which he has with the Subcontractor which concerns the provided cleaning services.
- 4.5. The Happy Day Clean website is operated through Happy Day Clean Pty Ltd as a platform to purchase cleaning services from our subcontracting Service Providers (=cleaners).
- 4.6. Happy Day Clean is not a broker or an agent for you or for the cleaner. You enter into a contract, agreement and transaction with the cleaning subcontractor entirely at your own risk.
- 4.7. Happy Day Clean does its best to ensure our subcontracting businesses are identity checked and checked for their cleaning quality. However, Happy Day Clean doesn't give guarantees for the safety, condition, quality, reliability or condition of products and services provided by the cleaning subcontractor.
- 4.8. All bookings are subject to availability of the booked cleaning subcontractor.

## 5. Using Happy Day Clean

- 5.1. To use Happy Day Clean the user must be on the website or mobile version of the website, enter his postcode and follow the booking process.
- 5.2. A booking is only confirmed once the payment process on the website is finished.
- 5.3. The user will get an email with his login details to his member area and can then edit, change, reschedule or cancel the booking through his member access.
- 5.4. The User agrees that all Happy Day Clean jobs booked through Happy Day Clean are subject to these Terms and Conditions and Terms of Service.
- 5.5. Once a cleaning subcontractor accepts her assignment to a Happy Day Clean Job from a customer, an independent agreement (Cleaning Agreement) between the cleaning subcontractor and the User is formed on the terms stated in this agreement.
- 5.6. Anyone over the age of 18 with a valid credit card can use Happy Day Clean to book cleaning jobs in the areas offered on the website.
- 5.7. Happy Day Clean jobs can only be undertaken by cleaning subcontractors with a valid and signed Subcontractor Agreement.
- 5.8. The user acknowledges that the cleaning subcontractor performs the cleaning job independently. The company Happy Day Clean Pty Ltd does not provide any cleaning or housekeeping services directly to the customer.
- 5.9. Happy Day Clean allows customers to request and book cleaning jobs that will be performed by the subcontracting cleaner, to pay for the cleaning service, to give feedback about cleaners and to manage their Happy Day Clean member account in their member area on the website.
- 5.10. Happy Day Clean allows the subcontracting cleaner to receive bookings from customers, to manage their bookings and allocate the booking to another cleaner if they are not available, to communicate with the customer and with Happy Day Clean via emails and emails that are sent to the client as text in emergency cases such as not property not accessible and similar, to manage payments and invoices and to manage their Happy Day Clean account, availability, details to bookings etc. in their own cleaner member area.
- 5.11. Users are required to enter personal information including but not limited to first name, last name, phone number, payment details, address and email address on the website.
- 5.12. Users agree that they only enter true information in the booking process.
- 5.13. Username is the user's email address which he has to confirm twice. Password will be chosen by the user in the booking process and also confirmed twice by the user.
- 5.14. Happy Day Clean will send the user a link to their member area. If the user loses his password he can request a link to create a new password.
- 5.15. Username and password are not transferrable to another customer. The user is responsible for all information transmitted via the booking system by anyone who may use the customer's username and password. Any payments made through the booking system, all changes and all cleans booked are to be paid by the person who entered his details as a user. In case breach of security or theft of username and password the client has to notify us immediately.
- 5.16. Bookings must STRICTLY ONLY be managed through the customer's member area on the website of Happy Day Clean. Any cancellation, changes or rescheduling that is communicated with the cleaner or sent through email will not be taken into consideration.
- 5.17. Happy Day Clean reserves the right to block or delete users. Blocked users are prohibited from using the website and undertaking bookings through the old or through a new user profile and may be recognized through cleaning address, phone number, name, email address or credit cards payment.

## 6. Make a Booking

- 6.1. To make a booking the user needs to go to the website or the mobile version of the website and enter his postcode. He then needs to click the fitting answer to the questions asked. According to his request he will be given available cleaning times in his area. He then needs to select the most suitable appointment for him. If he already has a permanent cleaner he will be able to book by the name of the cleaner those appointments that are still available in the schedule of the cleaner.
- 6.2. After pressing the button “confirm” after the booking and payment process the user will get a booking confirmation with an invoice and a link to the terms and conditions to his email address.
- 6.3. The cleaner receives the booking directly into her member area and schedule. In case she is not able to keep the appointment in emergency cases like sickness she can allocate it to another cleaner to ensure that the customer receives the booked clean at his desired time.
- 6.4. If the cleaner is not available at the booked time and there is no replacement for your area available, Happy Day Clean will inform you and ask you to reschedule your booking to the most fitting time for your needs. If the booking can't be rescheduled to a time the customer will be able to cancel the cleaning job entirely and get his money back.
- 6.5. Happy Day Clean can't guarantee that the cleaner will accept and keep the job request.
- 6.6. Happy Day Clean also will attach a Cleaning Agreement that states the relationship between you and the cleaner who provides the cleaning service. Happy Day Clean will not be involved in the cleaning agreement. Happy Day Clean will only process the payment amount on behalf of the cleaner and provide an invoice to you as a customer.
- 6.7. If the booking was cancelled on side of the cleaner, Happy Day Clean will arrange a replacement. If a replacement cannot be found on time, Happy Day Clean will send you a link for an alternate appointment. If none of the alternate appointments is suitable for you, Happy Day Clean will refund the payment amount we received from your credit card.

## 7. Restrictions to hire the cleaner directly

- 7.1. The customer is not permitted to hire the Happy Day Clean subcontracting cleaner directly. The Happy Day Clean subcontracting cleaner who has been sent from Happy Day Clean must not be hired other than through the booking system of the website up to 5 years after the last booking through Happy Day Clean website. The customer can't hire the cleaner for any other job, not in cleaning, related jobs or completely different jobs for 5 years after the last contact through the website. This is the case no matter if the subcontracting cleaner keeps working for Happy Day Clean or if the cleaning subcontract is ended meanwhile. If the customer needs to hire this specific cleaner to work for him directly he must pay the acquisition fee of \$3.000 which is due at the first appointment he has with the cleaner apart from the appointments that were booked through the booking system of the website.
- 7.2. The customer is not permitted to refer the cleaner to other jobs or to other people who could hire the cleaner directly for jobs, not in cleaning, related jobs or completely different jobs. Any job the customer refers the cleaner to will lead to an acquisition fee of \$3.000 payable by the customer in the moment of establishing contact.
- 7.3. If a customer tries to hire the cleaner without use of the website, an acquisition fee of \$3.000 is due.
- 7.4. Customers agree not to ask the cleaner for phone number, email address, address or other contact details of the cleaner. Customers are not allowed to contact the cleaner privately or for cleaning other than through their member area on the website. Any contact that occurs between the customer and the cleaner needs to be done through the website and the communication system in the member area of the customer and cleaner where communication is possible.

- 7.5. The cleaner has signed a subcontractor agreement with Happy Day Clean in which she agreed to not service clients Happy Day Clean established contact for.
- 7.6. The cleaner has signed a subcontractor agreement with Happy Day Clean in which she agreed that she must report any incident in which a customer tries to establish contact directly with her instead of through our booking system.
- 7.7. If the customer must contact the cleaner he is welcome to do so by sending a note, an email, or an email sent as text through the membership area of the website. The cleaner has the same option to contact the customer through mentioned membership area in which she can manage her bookings.
- 7.8. The purpose of the booking system on the website is to enable the customer to make bookings and to make payments for these bookings.
- 7.9. The user confirms that he is 18 years of age and has the legal authority to accept Terms and Conditions and enter into legal contracts. The customer agrees that all information supplied by the customer using the booking system is true and accurate.
- 7.10. Any fraudulent use of the booking system is prohibited. The customer agrees that the booking system will only be used to legitimately book a cleaner to perform a clean. Any abuse of the booking system will result in denial of access to the booking system and to the loss of all payments made.
- 7.11. Happy Day Clean can update and change the booking system, rates, availability or change the booking in any way that is necessary for business success at its own discretion.
- 7.12. Happy Day Clean will not give guarantees, information or preferences concerning the age, gender, race or nationality of your cleaner. Customers are unable to request male or female cleaner or select cleaners in any discriminatory manner.

## **8. The Cleaning Appointment – Accessing the Property**

- 8.1. The location of the service will be at the address the customer put into the field “Cleaning Address”.
- 8.2. The cleaner agrees to be at the house of the client at the booked time. Due to eventual traffic delays we ask the customer to allow up to 30 minutes delay from the exact booking time on.
- 8.3. If the property is not accessible at the booked time the cleaner will wait 20 minutes and then leave. There are no discounts or refunds for cleans that haven’t taken place because the property was not accessible.
- 8.4. If there are any problems with finding the house, time delay or property not being accessible the cleaner agrees to send an email that is forwarded as a text to the mobile number of the customer.
- 8.5. If the cleaner does not show up at the booked time the customer agrees to send an email to the mobile number of his cleaner through his member area on the website to see what the problem is.
- 8.6. If the cleaner does not show up at all and doesn’t answer the text the customer agrees to send an email to Happy Day Clean to inform us about the incident. We then will get in touch with the cleaner to see what happened. The customer will be offered a re-scheduling or a refund.
- 8.7. The customer agrees to inform Happy Day Clean on the website if the customer will be at home, leave the key in the letterbox or leave the key somewhere else.
- 8.8. If the customer doesn’t comply with the information he gave and the key is not in the place he told us, or the property is not accessible, the cleaner will contact the customer via his online area. This contact will be used as proof of no-access for Happy Day Clean. If there is no answer the cleaner will wait 20 minutes and leave. The clean will be due in full.
- 8.9. There are no cancellations possible after the scheduled cleaning time. There are no cancellations possible from the customer’s side due to lacking access to the property.
- 8.10. Happy Day Clean advises that keys should not be given to the cleaner. Happy Day Clean does not take any responsibility for keys given to the cleaner. If house keys that the

customer gave to the Service Provider disappear, are lost or are misused, the customer must arrange a solution directly with the cleaner. Happy Day Clean will not activate insurances or customer service for incidents concerning the keys a customer gave to his cleaner.

## 9. The Length of the Cleaning Service

- 9.1. The cleaner will use the amount of hours booked to provide cleaning or housekeeping services as to the booking request. If the amount of hours booked is not enough to get to all the tasks the customer wants, the customer should change his booking to a longer time frame for the next regular clean.
- 9.2. The amount of hours worked must match the amount of hours booked. The customer cannot change the amount of hours during the appointment.
- 9.3. The cleaner agreed to undertake the Happy Day Clean job to a professional standard.
- 9.4. Where the booking includes help with washing, folding clothes and ironing the cleaner can only do that in the amount of hours provided for it within the clean.
- 9.5. The cleaner will work the agreed amount of hours. If the customer has priorities he must advise the cleaner which cleaning or housekeeping service she should do first so that those get done in any case.
- 9.6. If the customer wants tasks additional to a standard domestic clean he should leave instructions for the cleaner in the member area so she can comply with his wishes.

## 10. Dealing with Complaints

- 10.1. The cleaner is a professional cleaner with her own ABN who has undergone a selection process to ensure good cleaning quality for the customers who book through Happy Day Clean. Responsible for performing a high standard clean is the cleaner and not Happy Day Clean.
- 10.2. Generally said discounts can't be applied if the booked cleaning time is too short to fulfill all the expected duties. The cleaner is booked for a certain amount of hours (4 hours or 8 hours). The cleaner will clean as much as she can in the given time without a guarantee of cleaning results or speed of cleaning services because each house is different.
- 10.3. The customer will have the right to tell priorities to the cleaner through the notes on the website and has to ensure the cleaner receives and understands the priorities in case the customer communicates the expected cleaning tasks verbally. Cleaners will take different amounts of time for different tasks, there is no option to complain about slow cleaning or about not enough fulfilled tasks. Our cleaners are professional cleaners who have also been trialed internally. If a cleaner takes longer for a task than a customer expects it is because this task requires this amount of time and there is no option to discuss the amount of time needed for tasks.
- 10.4. Complaints and expectations should immediately be communicated with the cleaner on site. Our cleaning subcontractors try to keep their clients happy and will try to comply with expectations. Only if it isn't possible to communicate the complaint with the cleaner because the customer is not at home at the point of finishing the clean the customer shall send an email to Happy Day Clean through the contact form on the website.
- 10.5. Please note that cleaners only can clean in the booked amount of time. If they are asked to clean items that haven't been communicated in the booking process or if they are asked to perform tasks that are not covered by our cleaning service the quality of the remaining clean cannot be guaranteed and doesn't underlie our complaint management system.
- 10.6. Cleaners will not perform tasks that are not commonly understood as domestic cleaning and housekeeping tasks.

- 10.7. Customers agree to not make the cleaner clean common hallways in apartment complexes, schools or hospitals.
- 10.8. Customers agree to not expose the cleaner to dangerous situations that would threaten her health, well-being or safety. Customers agree to comply with Work Health Safety standards at all times.
- 10.9. The customer agrees that the house is in a reasonable tidied up state. Floors and surfaces must be accessible so they can be cleaned. If the floors are covered with items, or there are more than 7 dishes to wash, or the property hasn't been cleaned in a long time so it is very greasy, dirty or dusty, or the house is trashed with old garbage, or it is not a usual domestic clean but a party clean up, the clean can take longer than expected. In these cases the cleaner will take before-photos and a perfect quality of the clean in the booked time is no longer guaranteed if a perfect clean would take longer than the booked amount of hours.
- 10.10. If the house is in a state that it can't be cleaned to a satisfactory level in the booked time because it hasn't been maintained in a long time, the cleaner will work the booked hours and the payment for the clean is due in full. No refunds will be granted for houses that are in such a poor cleaning state that the cleaner can't get on top of the house in the booked time. The cleaner might take photos to prove her point for the case of complaints.
- 10.11. If the house is too big for the booked amount of time there are no complaints possible for poor cleaning quality.
- 10.12. If the customer asked for many other tasks to be performed there will be no complaints possible for poor cleaning quality.
- 10.13. The cleaner has the right to take before-photos and after-photos of items she cleaned. This is only for proof in case of complaints and will stay in the company intern database between Happy Day Clean, the cleaner and the customer without being made public.
- 10.14. If the cleaning job is not completed to a satisfactory level the customer should send an email to Happy Day Clean on the same day of the clean through the contact form on the website. The customer will have to submit photos as proof of lacking cleaning quality. The customer will undergo our complaint procedure. If none of the above mentioned cases apply and the cleaner just did not do a good job without valid reason, Happy Day Clean will negotiate a discount with the cleaner which will be paid by the subcontracting cleaner and will be applied to the customer's account.
- 10.15. Happy Day Clean reserves the right to exclude customers who complained or asked a refund or discount from the booking of further cleans and from the use of our website after complaint solution without further explanation.
- 10.16. Disputes that concern the cleaner or the provided cleaning services will be forwarded to the cleaner who was assigned to the job and will have to be communicated directly with the subcontracting cleaner as Happy Day Clean is not the provider of cleaning services.
- 10.17. Happy Day Clean has an internal dispute management system (complaint management system) which suggests partial discounts for heavy cleaning mistakes. Approval of discounts underlies photo proof on the same day and also explanation of the cleaner. In unreasonable complaint cases (house too big, house too dirty, too many other tasks) there will be no discounts available for complaints.
- 10.18. If clients fail to submit photo proof of the cleaning mistakes on the same day of the clean, the customer cannot ask for a discount or for a refund or submit a complaint later on as the cleaner can't guarantee that the house stays tidy and clean after the cleaning job.
- 10.19. After submitting a complaint Happy Day Clean will forward the complaint to the cleaner and suggest to find a solution. In proven cases the solution can be a discount that has to be paid by the cleaner. The cleaner has the right to deny the discount and submit her point of view to the customer and to Happy Day Clean. The cleaner also has the right to rectify the cleaning mistake instead of giving a discount.
- 10.20. Ongoing disputes between the customer and the cleaner will be referred to an institution for external resolution services or authorities.
- 10.21. Complaints concerning the website or the use of the website will be addressed by our customer service team. Customers can address Happy Day Clean through the contact form if any such issues arise.

## **11. Cleaning Equipment, Cleaning Products**

- 11.1. In the booking process the customer is asked if he has vacuum and mop. Where the job includes a provision of vacuum cleaner and mop by the customer, the customer must ensure this equipment functions well and is ready to use for the cleaner. If those items don't work in a satisfying quality, the cleaner can only perform the clean as far as they work. In the case that the customer has equipment but it doesn't work, the customer should rather say "I don't have a vacuum cleaner" so that the cleaner is required to bring her own and a great cleaning quality is ensured.
- 11.2. The cleaner will always bring her own cleaning products (sprays, creams, other products). If the client wants the cleaner to use special products for special materials (products for cleaning marble, eco products, etc.) he should buy these products herself and let the cleaner know that the supplied products should be used.

## **12. Work Environment and Work Health Safety**

- 12.1. The customer must make sure that the cleaner can follow Work Health Safety standards and can work in a safe working environment.
- 12.2. The customer must not ask the cleaner to handle poisonous substances, climb higher than 2 metres, clean toxic waste and similar scenarios.
- 12.3. The house must be in a safe state so that the cleaner's health and safety is not threatened, for example no loose things, broken steps or broken glass.
- 12.4. The customer must make sure there are not toxic fumes and no toxic or poisonous substances in the house.
- 12.5. The customer agrees to keep animals under control or shut them away.
- 12.6. The customer agrees to ensure that vacuum cleaner, iron and other electrical equipment that might have to be used or touched is safe to work with or to touch and approved for use.
- 12.7. The customer must ensure that the environment the cleaner works in is not dangerous or hazardous.
- 12.8. The customer must ensure that there are no other persons other than the ones living there or their guests in the cleaning location and it is safe for the cleaner to be in that location.
- 12.9. The customer must ensure that there are no known pest control issues on his property and the cleaner is safe from attacks, bacteria, germs, disease or poison that could come from these pest control issues, for example through wasps, hornets, spiders, snakes, cockroaches, mice, rats and similar, including the feces of those species.
- 12.10. If there are safety issues, pest control issues or any other issues that threaten the health or safety of the cleaner, the cleaner has the right to leave the property immediately without finishing the cleaning job and will get paid the full amount of the clean.
- 12.11. The customer must also ensure that the cleaner can work in a convenient work environment. The customer must leave the cleaner to her cleaning job without distracting her, criticizing her work before the job is finished, making her feel uncomfortable through yelling or negative comments, or making the cleaner leave because the customer thinks she is not able to do a good job.
- 12.12. In case that the customer would like the cleaner to do her job differently the customer must follow common politeness rules in asking her to do different things or to do things differently. Our cleaners are happy to fulfill our customer's wishes concerning the cleaning job, but our cleaners are not obliged to work in a hostile work environment.
- 12.13. In any case where the cleaner is restricted in her right and space to perform the booked clean, the payment is due in full with or without the cleaner finishing her job.

- 12.14. The customer must ensure that the cleaner's safety is ensured at all times while she is at his property.
- 12.15. Violating the Terms and Conditions in regard of Work Health Safety issues leads to immediate loss of all payments and rights that the customer has to a provision of the paid services.

### **13. Damages to the Customer's Property**

- 13.1. The Customer agrees that neither the cleaner nor Happy Day Clean can be held liable for minor wear and tear that happens during a Happy Day Clean job. Neither the cleaner nor Happy Day Clean shall be held liable for any damage with a value of under \$100 for any damage that happened accidentally while the cleaning job was performed.
- 13.2. The procedure to claim damages over \$100 is to send an email to Happy Day Clean on the same day of the clean with photo proof of the damage that has been done to the client's property. The claim will be forwarded to the cleaner.
- 13.3. Damages between \$100 and \$250 will be paid by the cleaner.
- 13.4. For damages over \$250 the cleaner shall then notify her public liability insurance which will inform the customer about all further necessary procedures to claim the damage.
- 13.5. For any property damages the customer must forward a receipt about the value of the original item to Happy Day Clean.
- 13.6. For any property damage that needs to be repaired the customer must forward a receipt of the repair to Happy Day Clean.
- 13.7. The customer agrees that the cleaner shall be the first one who gets the right to repair damages or rectify incomplete work.
- 13.8. Damages to fabric, sheets or clothes that might occur through washing or ironing can never be claimed.

### **14. Liability**

- 14.1. When or after the cleaner supplies cleaning services to the customer, the customer agrees that to the extent permitted by law Happy Day Clean Pty Ltd is not responsible and cannot be held liable for any damage to customer's property, any loss of customer's property or any personal injury or loss of life that the customer or another person may suffer in connection with the provided cleaning service that may occur during the cleaning service or after the cleaning service.
- 14.2. The customer agrees to indemnify the company Happy Day Clean for cases in which Happy Day Clean may suffer, have to pay for or be liable for any act the customer does in the breach of Terms. The customer agrees to indemnify Happy Day Clean against all possible losses, liabilities, claims, actions, charges, payments, costs, expenses that concern Happy Day Clean, either company intern or due to the claim of third parties.
- 14.3. The user accepts that Happy Day Clean is not responsible for site content or the accuracy of site content that is provided by third party users.
- 14.4. Happy Day Clean is not contractually liable or responsible to the customer for any losses that may occur for the customer relating to the use of the website, the contents of the website or in any other connection with the website.
- 14.5. By using the website the customer agrees to accept the limitations of liability and agrees that these limitations of liability are reasonable.

## 15. Payment

- 15.1. The user agrees that the payment is taken from his credit card at the time of booking or latest 48 hours before the cleaning appointment.
- 15.2. The user agrees that his payment details will be transferred to Happy Day Clean's secure payment gateway.
- 15.3. Happy Day Clean can check the availability of funds on the user's preferred payment method to check if sufficient funds are available.
- 15.4. For the case that there are no sufficient funds on the user's credit card, the cleaning appointment may or may not be cancelled from Happy Day Clean without further notice.
- 15.5. Fees and charges relating to insufficient funds at the time of debit will be carried entirely by the customer.
- 15.6. Happy Day Clean will have a hold on the payment amount for the clean on behalf of the cleaner.
- 15.7. After the cleaner has performed the cleaning service and the customer has not complained at the end of the day the cleaning job was performed, the funds minus the service fee for Happy Day Clean and organizational fees will go to the account of the service provider and the customer cannot claim the funds back at a later point of time.
- 15.8. If the customer claims a refund or discount at the end of the day that the clean was performed, the funds are held in the account of Happy Day Clean until a decision has been made if the refund or discount was granted.
- 15.9. If the cleaner must cancel the scheduled cleaning job and Happy Day Clean can't find another cleaner who can perform the cleaning job instead, the customer will receive a link to reschedule the cleaning service. If the customer is not able to reschedule the missed appointment, Happy Day Clean will refund the full amount to the customer.
- 15.10. Happy Day Clean will not pay interest to the customer for amounts held by Happy Day Clean.
- 15.11. Happy Day Clean will issue an invoice for the cleaning service the cleaner is booked to perform at your house.
- 15.12. Any amount of cash given to the cleaner by the customer always counts as tip and cannot pay for the clean you booked, for the clean the cleaner performs, for any other duties or for further cleans.
- 15.13. Customers are not allowed to give cash to cleaners for the fulfilment of private favors such as babysitting, walking the dog, shopping or any other job. Any cash given to the cleaner counts as a gift and does not entitle the customer to any services, duties or entitlements the customer expects the cleaner to perform in exchange for that cash.
- 15.14. When booking weekly or fortnightly the customer gives his consent to charge his credit card in the frequency he selected for the amount of hours he selected. As long as the customer doesn't cancel his subscription he is charged the cleaning fee and provided with the cleaning service. The customer must cancel his subscription more than 48 hours before the next scheduled appointment.
- 15.15. Security of payment: Happy Day Clean has undertaken steps to ensure the protection of your sensitive information and privacy. The facility to process transactions and credit card details is an approved online merchant facility provided by one of Australia's main bank institutions. Happy Day Clean itself doesn't give warranties or make representations regarding the strength and effectiveness of the presented online payment merchant facilities. Happy Day Clean is not responsible for any events that arise from unauthorized access to client information.

## 16. Rescheduling and Cancellation

- 16.1. The user can cancel or reschedule a booking ONLY in his member area on the website 48 hours prior to the cleaning appointment for free.

- 16.2. Rescheduling or cancellation will STRICTLY ONLY be possible through the member area by clicking “reschedule” or “cancel” and it only is approved after the customer got a cancellation or rescheduling confirmation.
- 16.3. Cancellations or rescheduling that is communicated to the cleaner, in the contact form or in the intern communication system will not count as rescheduling or cancellation and will have no value at all for a refund.
- 16.4. If the client fails to change, update, reschedule or cancel his booking before the required 48 hours period there will be charges for late cancellation or rescheduling because we don't have the chance to allocate this booking to another client if it is cancelled short notice.
- 16.5. The charge for late cancellation is as follows: Cancellation 48-24 hours before the clean \$50 costs cancellation fee. Cancellation 24-0 hours before the clean costs \$100 cancellation fee. At time of the clean or later: Payment due in full.
- 16.6. The charge for late rescheduling is as follows: Rescheduling 48-0 hours before the clean costs \$30. Rescheduling at the time of the clean or later is not possible, payment is due in full.
- 16.7. There are no exceptions to the cancellation or rescheduling system.
- 16.8. To reschedule a booking, the user must log into his member area with the username we emailed him and the password he created and then follow the steps to manage his booking.
- 16.9. Once he changed his booking, a new booking confirmation will be sent to the customer. The customer must make sure the booking shows the changed times in his member area and he received a booking confirmation for the new appointment. If he didn't receive this booking confirmation the appointment has not been changed. It is the duty of the customer to ensure the booking is changed due to his wishes. It is the duty of the client to keep the copy of his confirmation or a screenshot of the changed booking. Happy Day Clean will not take responsibility for rescheduling, cancellations and updates that haven't been sent through the booking system properly by the client.
- 16.10. A clean has to be performed in the number of hours booked. If a cleaner is sent home earlier no refunds will be given.
- 16.11. Appointments cannot be extended longer than the booked time. If the customer wants the cleaner to do more duties and use more cleaning time, the customer must book another appointment through the website, the earliest time to book another appointment will be in 2 days as we don't offer short notice bookings.
- 16.12. The customer cannot extend, amend, reschedule or cancel a booking while the cleaner performs the clean or after the cleaning appointment time (8am or 1pm).
- 16.13. The Cleaning Agreement is only valid until the cleaning service has been performed by the cleaner.
- 16.14. If the cleaner doesn't keep a booked appointment, Happy Day Clean will attempt to find a replacement for the cleaner. If we can't find a replacement, the customer will receive a link to reschedule for free, without any time-frame to it. The customer can re-schedule this clean prior to the clean, during the clean or after the clean, the link will only expire a year after it has been sent. If the customer doesn't want to reschedule, the customer can cancel the booking at no charge and will receive a 100% refund for the funds he paid.
- 16.15. Any booking that was booked as weekly or fortnightly booking that is cancelled after the first clean of the cleaner, will retroactively be charged on the one-off cleaning rate. Discounts given for a regular weekly or fortnightly booking are not applied if the cleaning service is cancelled after the first booking. In this case the “one-off” rate will apply.
- 16.16. If the customer is not happy with the assigned cleaner he should rather “change cleaner” in his member area than cancel the booking to not lose his initial discounts.
- 16.17. Happy Day Clean reserves the right to exclude users who cancel or reschedule frequently from the use of our website because it disturbs the regularity of our schedules and the satisfaction of our cleaners in the long-term.

## 17. Ratings

- 17.1. The customer is asked to rate the cleaner after the first clean. This will help us to internally select the best cleaners.
- 17.2. If you rate a cleaner please be honest about the service provided. Ratings will not be made public so you won't hurt the cleaner's business. Ratings are helpful for Happy Day Clean because if we get less than 4 star ratings more than 3 times the cleaner will need to be trained and supervised again so we can ensure the best possible cleaning service providers to our clients.
- 17.3. Ratings shall be based on facts concerning cleaning quality and reliability, not on personal preference to race, gender or age of the cleaner. Ratings must not contain abusive, insulting or offensive content or the user will be banned from using our service. If ratings contain this kind of content, the feedback will be deleted from the internal database and the feedback will not be passed on to the cleaner. The user who emails the feedback is not anonymous, users and feedbacks can always be identified.
- 17.4. If you send a rating you give your consent that Happy Day Clean has the usage rights to the text you sent in your rating. Happy Day Clean may publish the rating, use it as feedback to the cleaner or may pass on the wording to any other third party while only using your first name and suburb.
- 17.5. The customer agrees to not submit multiple ratings or unjustified ratings. Ratings only serve as information for Happy Day Clean and will not have any influence on discounts, refunds or incentives for the client.

## **18. Termination**

- 18.1. Happy Day Clean reserve the right to terminate the customer's use of the website or access to the website at any time. Happy Day Clean doesn't have to provide reasons for the termination of a customer's website access.
- 18.2. The user will be notified per email if his account is terminated.
- 18.3. If a user is terminated and prohibited from using our website, the login access and the membership account will be not accessible by the customer.
- 18.4. If a user account is terminated, all payments made through this account will be lost and all scheduled appointments will not be kept by the Service Provider. All scheduled payments will be cancelled.
- 18.5. If a user account is terminated from using the website, this user is not allowed to register for another account or make another booking under another email account. In the case that the user makes a payment although prohibited from using the website, Happy Day Clean has the right to keep all payments made without providing cleaning services. Terms and conditions are still to be applied even if the use of the website has been terminated by Happy Day Clean.
- 18.6. Users can terminate their account by using their member login and then go to "delete my account". It is recommended that the user cancels all scheduled appointments before doing and has no more open business with Happy Day Clean because there will be no more option to manage your booking and account after deleting the membership.
- 18.7. Termination of their membership account by the customer will lead to cancellation of all scheduled appointments.
- 18.8. It is recommended that users do not terminate their membership account 48 hours before the clean, because the payment cannot be refunded because of the short-notice cancellation, yet the termination will lead to the cancellation of the appointment with the Service Provider, so the customer will lose the payment he made and not be entitled for a refund or for a clean.
- 18.9. Happy Day Clean has the right to deduct outstanding payments for cleaning appointments and charges owing to Happy Day Clean from the user account before disabling it.

## **19. Privacy**

- 19.1. Sensitive, private and personal information collected by Happy Day Clean will be stored and maintained in accordance with our Privacy Policy that is displayed on our website.
- 19.2. The customer agrees that Happy Day Clean discloses personal information like first name, last name, address and phone number to the Service Provider selected to carry out the cleaning service.
- 19.3. The customer agrees that the Service Provider can send emails through the member account. The customer agrees that the Happy Day Clean send emails that are sent as text to his mobile number 30 minutes before the booking. The customer agrees that the Service Provider can send emails that are sent as text to his mobile phone number in case of emergency 30 minutes before the clean and during the cleaning appointment for communication about the clean.
- 19.4. The customer agrees that Happy Day Clean has the right to establish contact concerning the cleaning appointment, either through email, text or phone call as applicable.
- 19.5. The customer agrees to respect the privacy of the cleaner and not send messages to her that are not in connection with the clean. The customer further agrees to only use the “email sent as SMS” option right before and during the clean. In all other cases the communication must be done via the usual communication system on the website.

## **20. General Provisions**

- 20.1. Providing these Terms and Conditions or applying these Terms and conditions is valid unless the application and provision of these Terms and Conditions or parts of it is prohibited in the applicable jurisdiction. This would make mentioned parts of the Terms and Conditions ineffective. Jurisdictional contradiction of these Terms and Conditions doesn't prohibit Happy Day Clean from the provision of the Terms and Conditions.
- 20.2. If Happy Day Clean discovers or changing jurisdiction states that a clause is illegal, unenforceable or void, it can just be severed without having any effect on the enforcement of any other provisions in these Terms and Conditions.
- 20.3. These Terms and Conditions underlie and are governed by the law applicable to NSW. The customer agrees to submit to the jurisdiction including but not exclusively to the Courts of NSW.

## **21. Warranties**

- 21.1. The customer agrees that the use of the website is at his own risk.
- 21.2. The customer is aware that the website content, emails and all information distributed through the website is provided to the user without guarantee, conditions or warranties.
- 21.3. None of the internal stake holders of Happy Day Clean, not Service Providers, Employees, Owners, Directors, Managers, Franchisees, or any other contributors or content providers are eligible to represent the site content or the website or to give warranties about the content.

## **22. Acceptable Website Use**

- 22.1. Users are prohibited from breaching or violating Terms and Conditions.

- 22.2. Users are prohibited from using the website in a fraudulent manner.
- 22.3. Users are prohibited from extracting sensitive data in an unlawful or illegal way.
- 22.4. Users are prohibited from causing impairment of the accessibility or availability of the internal system or of the website.
- 22.5. Users are prohibited from misusing Happy Day Clean's or any Third Party's Intellectual or Property Rights.
- 22.6. Users are prohibited from installing or using any viruses, worms, Trojans, spyware or any other malicious software onto the website or use the website to store, transmit or distribute these kind of materials.

## **23. Intellectual Property**

- 23.1. All content displayed on the website, facilitated through the website or distributed through our email system is protected by copyright. Happy Day Clean reserves all Intellectual Property Rights which subsist in the website content, site content, email content, graphic content, franchising content, subcontractors content and business setup.
- 23.2. When accepting the Terms and Conditions the user has the right to view the website or download material for viewing.
- 23.3. The user is prohibited from editing, modifying, varying, copying, republishing, reproducing, duplicating or extracting contents of the website or of the emailing system.