

*This Agreement ("Agreement") is entered into by and between the following listed Parties to the Agreement;*

1. **HT Cleaning Services** (ABN 68 218 300 363) ("Service Provider"); having its principal place of business at Level 1, 21 Adelaide Street FREMANTLE WA 6160;
2. **The Client**; as specified in Section 4 - Service Agreement.
3. **The Site**; being the principal location where the cleaning services are to occur as specified in Section 4 - Service Agreement.
4. **Effective Date**; as specified in Section 4 - Service Agreement.

## 1. RECITALS

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- 1.1. Whereas the Service Provider carries on the business of the supply of cleaning services and products.
- 1.2. Whereas the Client wishes to engage the Service Provider to manage the cleaning requirements of the Site listed above.
- 1.3. Whereas this Agreement sets out the terms and conditions upon which the Service Provider has agreed to provide cleaning services and subsequently upon which the Client has agreed to accept.

## 2. DEFINITIONS

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- 2.1. In these Terms and Conditions, a reference to:
  - 2.1.1. "Client" is a reference to the party listed above and any management companies as nominated by the Client; and
  - 2.1.2. "Site" is a reference to the principal location where the cleaning services occur; and
  - 2.1.3. "Service Provider" is a reference to the party listed above and any subsidiary companies as nominated by the Service Provider.
- 2.2. "Calculated Fee" refers to the amount quoted for regular and periodical Services and outlined within this Agreement.
- 2.3. "Quotation" refers to the Contract Price Summary and Breakdown as outlined within this Agreement.
- 2.4. "Services" refers to any of the quoted services listed and outlined within this Agreement, including but not limited to Cleaning Services, Hygiene Services and Periodical Services.

## 3. TERMS AND CONDITIONS

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- 3.1. This Quotation is provided to the Client based on the Terms and Conditions contained herein. By accepting this quotation and engaging the Service Provider to perform the Services outlined, the Client agree that they have read, accept and agree to be bound by the Terms and Conditions.
- 3.2. Upon acceptance of the Quotation, the Service Provider agrees to provide the Services contained herein to the Client on and from the date specified, or on such other date as agreed between the parties.
- 3.3. This Agreement remains in place until terminated by either party giving to the other at least one month's prior written notice of termination expiring on any date.

- 3.4. The Client agrees to pay the Service Provider for the performance of the Services the appropriate amounts calculated in accordance with the Quotation. The Service Provider will issue the Client with an invoice for the Calculated Fee on a monthly basis. The Client must pay the Service Provider the Calculated Fee and any additional charges and expenses as invoiced, within 30 days from the date of issue of the invoice.
- 3.5. Where additional services are provided that are outside the scope of the services quoted, the Client agrees to pay the Service Provider any additional services fees as set by the Service Provider in accordance with the standard rates for providing that service. Unless specified otherwise, the Client must pay as invoiced, within 30 days from the date of issue of the invoice.
- 3.6. The Calculated Fee is subject to change and will increase on 1 July each year by the greater of:
  - 3.6.1. The total percentage increase in costs encountered by the Service Provider as a result of any increase in; the Cleaning Services Award (2020 MA000022) rate; the rate for mandatory superannuation contributions; any other payroll related expenses; or as a result of any change of law (Labour Cost Increase); or
  - 3.6.2. 3.5%.
- 3.7. Notwithstanding the above, if at any time there is any Labour Cost Increase, which does not coincide with a scheduled annual increase of the Calculated Fee, the Service Provider reserves the right to pass on the increase from the date the Labour Cost Increase becomes effective.
- 3.8. All amounts quoted in this agreement are exclusive of GST unless stated otherwise.
- 3.9. The Client must not engage any third party to perform any of the Services whilst this Agreement is in place.
- 3.10. The Client must provide the Service Provider with access to the Site for the purposes of providing the Services. This includes providing keys, access cards, security passes and any necessary identification badges or labels.
- 3.11. Where necessary and at the request of the Service Provider, the Client must provide access to a secure storage room for the purposes of storing equipment (at no cost) and must ensure that this storage room remains secure at all times.
- 3.12. The Client indemnifies the Service Provider and keeps them indemnified against any harm, loss, claim or damage suffered or arising as a result of the Client failing to comply with these Terms and Conditions, except to the extent caused by negligence or default that can be proven to be the responsibility of the Service Provider.
- 3.13. The Client must ensure that the Site is maintained and secured in accordance with all laws and so as not to pose any safety or other risk to the Service Provider, their personnel, or equipment.
- 3.14. The Service Provider may immediately cease providing the Services temporarily or permanently if the continuation of providing the Services would constitute a risk to the health or safety of any person.
- 3.15. The Service Provider is not responsible for rectifying faults that are deemed to outside the control of the Service Provider.
- 3.16. The Service Provider agrees to make reasonable endeavours to provide the services to the standards and within the timeframes specified within the quote.
- 3.17. The Service Provider will not be liable to the Client for any loss occasioned by a failure to provide the Services, in whole or in part, due to any industrial action or any other cause beyond the reasonable control of the Service Provider.
- 3.18. The Service Provider is not obliged to perform the Services during any period that the Client is in arrears of any of the fees or other amounts to be paid in accordance with this Agreement.

- 3.19. The Service Provider will take out and keep current:
- 3.19.1. Workers' Compensation (including common law liability) insurance covering all personnel employed by the Service Provider, as required by law;
  - 3.19.2. Public Liability insurance for at least \$20,000,000 for any one incident and containing a cross liabilities condition; and
  - 3.19.3. Any other insurance required by law.
- 3.20. If the Client should choose to terminate this Agreement, they will be liable for the payment of any fees and any expenses, including but not limited to purchases of consumables, for the Services provided up to the date of termination.
- 3.21. Any notices between the Service Provider and the Client are to be in writing.

## 4. SERVICE AGREEMENT

### 4.1. Client Details:

Company Name:	
Property Management Group (if applicable):	
Contact Name:	
Address for Invoices:	
Cleaning Site:	

### 4.2. Acceptance of Terms and Conditions:

I have read and accept the Terms and Conditions attached to this Service Agreement.

Full Name	Company
Signature	Date

## 5. CLIENT INFORMATION REQUEST

On acceptance of the Service Agreement, please complete and submit the below Client Account Information Request and email to [projects@htservices.com.au](mailto:projects@htservices.com.au)

Quote Number:	
Company Name:	
Accounts Contact Name:	
Address:	
Postal Address:	
Phone Number:	
Email Address:	