

UBER CLEAN HOUSE WEBSITE TERMS AND CONDITIONS

BACKGROUND

A. Uber Clean House is the business name of Heimberry Pty Ltd.

We provide an online platform at www.ubercleanhouse.com.au ('the Website') which allows Users ('you'), to access our network of third party cleaning businesses to book Cleaning Services.

B. UCH facilitates agreements between you and your Cleaner as follows. We:

- inform you of the terms and conditions of the Cleaning Agreement that you would enter into with any Cleaning business you can access through our network
- receive your requests for Cleaning Services
- accept your payment and later transmit payment to your Cleaner
- transmit the suburb, scope and duration of your cleaning request to our network of Cleaning businesses
- confirm that your Cleaner has won the job by sending your Cleaner a confirmation email.
- Inform you when your Cleaning Agreement is in place by sending you a confirmation email. Your email will contain the Cleaning Agreement, as set out on the UCH website at the time of your booking, as a PDF attachment. The body of the email becomes an annexure to your Cleaning Agreement. ('the Annexure'). It will include the job details, the customer's name and address and Your Cleaner's name address and ABN.

C. You enter into two separate contractual relationships.

The first is between you and UCH. It is headed 'User Agreement' and it takes effect when you submit your Booking.

The second is between you and your Cleaner. It is headed 'Cleaning Services Agreement.' It takes effect when your Cleaner accepts your Booking Request and we send you the confirmation email.

USER AGREEMENT

This Agreement applies to:

Heimberry Pty Ltd (CAN 607 199 315)
trading as Uber Clean House
of PO Box 2251, Greenvale, VIC, 3059, Australia
(hereafter 'UCH', 'we' or 'us'.)

and to

Users of UCH's online platform
(hereafter, 'you' or 'the User')

Collectively, 'the Parties.'

1. Definitions and Interpretation

In this Agreement, including the background, unless the context requires otherwise:

"Booking" means the booking made by you on the Website for the provision of Cleaning Services;

"Booking System" means our online system which allows you to make a Booking;

"Agreement" means this Online Services Agreement.

"the Annexure" refers to the Annexure to the separate Cleaning Services Agreement which you will enter into with a Cleaning Business. There is no Annexure to *this* Online Services Agreement.

"Cleaning Fee" or "Payment Amount" means the fee (inclusive of goods and service tax, if applicable) payable by the Customer in relation to booked Cleaning Services.

"Duration" means the number of hours for which the user has booked cleaning services.

"Intellectual Property Rights" means all present and future rights anywhere in the world in relation to copyright, trademarks, designs, patents or other proprietary rights, or any rights to registration of such rights whether existing before or after your access to the Website;

"Hourly Cleaning Fee" means the Cleaning Fee divided by the Duration.

"Scheduled Time" means the time and date the Services are to be undertaken by the Business.

"Site Content" means all material, content and information made available on the Website including but not limited to text, images, photographs, graphics and audio or visual material.

"You" or "your" means you as the user of the Website.

1.2. In this Agreement including the Background, unless the context requires otherwise:

(a) headings are for convenience only and do not affect interpretation or construction;

(b) the singular includes the plural and vice versa;

(c) words importing a gender include other genders;

- (d) the word “person” means a natural person and any association, body or entity whether incorporated or not;
- (e) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (g) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- h) all monetary amounts are in Australian currency;
- (i) a reference to time refers to Eastern Standard Time;
- (j) “includes” is not a word of limitation;
- (k) no rule of construction applies to the disadvantage of a party because the Agreement is prepared by (or on behalf of) that party;
- (l) a reference to any thing is a reference to the whole and each part of it;
- (m) a reference to a group of persons is a reference to all of them collectively and to each of them individually; and
- (n) a reference to a document includes all amendments or supplements to, or replacements of that document.

2. Acceptance

2.1 In order to use our online platform for the purpose of making a Booking, you must first accept this Agreement. It is not possible to submit a Booking Request without first warranting that you have read, understood and accepted our User Agreement and the Cleaning Services Agreement which will apply to you and to the Cleaning Business which accepts your Booking Request.

2.2. You accept this Agreement by providing the warranty described in clause 2.1 when prompted by the website during the Booking process.

2.3 Notwithstanding clause 2.2, you may not accept this Agreement or access the Website if: (a) you are not of legal age to form a binding contract with UCH; or (b) you are a person barred from entering into contracts under legislation, in which case, you must immediately leave the Website.

2.4. By accepting the Agreement, you warrant that you have carefully read and understood the Agreement and agree to be bound by it. If you do not understand any part of the Agreement you should seek independent legal advice.

3.1 Updates to Our Terms of Service and your Cleaning Agreements

Periodically there may be changes to our terms of service or to the terms of service which govern the Cleaning Agreements which we facilitate between users of our online platform and cleaning businesses. Any changes of these kind take immediate effect from the date of publication on our website and apply to any bookings made after publication. It is your responsibility to review our terms of service before making a Booking as we are not able to provide notification of changes to every person who accesses our website or who has ever used it to make a Booking. You accept the terms outlined on our site by making a Booking.

3.2 Third Party Sites

You acknowledge that hyperlinks or other redirection tools on our Website which take you to other websites operated by third parties ("Third Party Sites") are not controlled by UCH and do not form part of the Website. You agree that you will not hold UCH liable or accountable for anything that occurs on any Third Party Site.

4. User Profile

4.1. You agree to register your personal information, including your name, email address, home address, phone number and payment details on the Website in order to make a Booking ("User Profile").

4.2 You promise to only provide truthful and accurate information to UCH.

4.4. After you make your first Booking, we will send you an email with your username and a link to click to choose your password. This username and password are linked to your User Profile. Your username is your email address. The username and password are personal to you and are not transferable. You are responsible for all information posted on or transmitted via the Booking System by anyone using your username and password and any payments due for Cleaning Services acquired through the Booking System by anyone using your username and password. You agree to take all reasonable steps to maintain control of your UCH User Profile. You agree not to allow others to use your User profile to make a Booking.

4.5 You should notify us of any breach of security of your username and password immediately.

4.6. You must manage Bookings through the UCH platform; cancelling and rescheduling as and when needed.

4.7. UCH may delete or block User Profiles at its own discretion. Blocked users are prohibited from setting up a new User Profile.

5. Booking System

5.1. To make a Booking you must use the online Booking System.

5.2. UCH will then make the suburb, time, date, duration and scope of the requested cleaning job available to our network of Cleaning Businesses.

5.3 We provide your name, address and contact details to your Cleaner only after we have matched you with your specific Cleaner.

5.4. When your Cleaner accepts your Booking Request, your Cleaner accepts the terms of the Cleaning Services Agreement provided on our Website, which is set out below this Agreement, as well as your offer to be bound by those terms.

5.5 UCH will send you a Confirmation Email when your Cleaner has accepted your Booking Request. This confirmation email will contain the Cleaning Agreement, as set out on the UCH website at the time of your Booking, as a PDF attachment. The body of the email becomes an annexure to the cleaning Agreement. ('the Annexure'). It will specify the date, time, cost, duration and scope of the job, your name and address and your Cleaner's name, address and ABN.

5.6. If the requested Booking cannot be facilitated, UCH will arrange an alternative time for the Cleaning Service with you and your Cleaner.

5.7. Please be aware that your Cleaner is not permitted to provide you with Cleaning Services other than those booked through the Booking System on the Website. If you wish to extend the *duration* of a Booking only and your Cleaner agrees to this, you may do so by logging in to the Website with your username and password, clicking on the booking, selecting 'add time' under optional extras, clicking the number of additional hours agreed, saving changes and making payment for the additional time.

5.8. The Booking System is provided on the Website to enable you to make legitimate Bookings and to make payments for those Bookings, and for no other purposes.

5.9. You confirm that you are at least 18 years of age and possess the legal authority to use the Booking System in accordance with this Agreement. You also agree that all information supplied by you in using the Website and the Booking System will be true and accurate at all times.

5.10. Any speculative, false or fraudulent Booking is prohibited. You agree that the Booking System will only be used to make legitimate Bookings for you or another person for whom you are legally authorised to act. You acknowledge that abuse of the Booking System may result in you being denied access to the Booking System.

5.11. UCH has the right at any time to add, change or withdraw functions available on the Website at its own discretion.

6. Payment

6.1. You agree that at the time of Booking, your payment details will be transferred to the Stripe online payment gateway. UCH may check the availability of funds on your nominated payment method to ensure sufficient funds are available.

6.2. Upon completion of your Cleaning Service, you agree to the automatic debit of the Payment Amount to your nominated payment method. You must ensure that sufficient funds are available for debit at that time. Fees and charges relating to insufficient funds at time of debit will be passed on to you.

6.3. On receipt of the Payment Amount, UCH will hold the Payment Amount until payment is due to be made to Your Cleaner, refunded to you (if you are entitled to a refund) or transferred to UCH, as agreed with your Cleaner, to pay for the services we provide. No interest will be payable by UCH to you or your Cleaner on amounts held by UCH.

6.4. UCH, on behalf of and in the name of your Cleaner's business, will issue you with an invoice upon request.

6.5. Your payments to UCH are processed via an overseas gateway and from time to time, financial institutions or payment providers may charge an additional fee for transacting with UCH. If this occurs, UCH will, at your request, arrange a refund for this fee. Such requests can be made by email to support@ubercleanhouse.com.au.

7. Changes and Cancellations

7.1. You can cancel or amend a Booking on the Website, free of charge, up to 48 hours before the Cleaning Service is scheduled to begin.

7.2. If you cancel or amend a Booking within 48 hours before the Cleaning Service is scheduled to begin, a cancellation fee will be collected by UCH to cover our administrative costs and to cover us for our obligation to compensate Your Cleaner for lost opportunity as a result of setting time aside to complete your Booking.

The Parties agree that a cancellation cost equivalent to 1.5 hours of the hourly cleaning fee is a genuine and reasonable estimate of the loss UCH would otherwise suffer as a consequence of your cancellation. We reserve the right to reduce the fee payable under this clause at our discretion.

7.3. A Booking can not be cancelled during the performance of the Cleaning Services.

7.4 As a general rule, a booking cannot be amended during performance of the Cleaning Services. There is an exception to this rule as follows:

Where you wish to extend the *duration* of a Booking only and your Cleaner agrees to this, you may extend the job by logging in to the Website with your username and password, clicking on the booking, selecting 'add time' under optional extras, clicking the number of additional hours agreed, saving changes and making payment for the additional time.

7.5. If your Cleaner is unable to fulfil a confirmed Booking (in full or part), we will attempt to find you an alternative business from our network to fulfil the Booking. If we cannot find you an alternative business, we will reschedule your Booking to a time which

suits you. If we cannot find a suitable time for you, you may cancel the Booking at no charge.

8. Cleaning Services

8.1. UCH is not a cleaning services provider. Rather, we provide you with a platform to purchase Cleaning Services. We facilitate contracts between third party Cleaning Businesses and Users seeking Cleaning Services.

8.2. You enter into any transaction with your Cleaner at your own risk. UCH is not an agent or broker for you. UCH is an agent for third party Cleaning businesses only for the limited purpose of collecting payments and issuing invoices on their behalves.

8.3. UCH does not make any representation as to the safety, quality, condition or description of any products used or Cleaning Services provided by your Cleaner. Any concerns regarding safety, quality, condition or description should however be notified to UCH to be communicated to your Cleaner.

8.4. All Bookings are subject to availability of a Cleaning Business to accept your Booking.

9. Termination

9.1. UCH may at its discretion terminate your use of or access to the Website at any time. If this happens we may notify you by email. If your use of the Website is terminated:

- (a) you are no longer authorised to access the Website or use any other UCH services with the email address you used to register with the Website or any other email address you possess;
- (b) you will continue to be subject to and bound by all restrictions imposed on you by this Agreement; and
- (c) all licences granted by you and all disclaimers by UCH and limitations of UCH's liability set out in the Agreement or elsewhere on the Website will survive termination.

9.2. You may terminate this agreement by emailing UCH at support@uberclanhouse.com.au. UCH will disable your User Profile within fourteen days of receipt of the email requesting termination of your User Profile.

9.3. UCH reserves the right to deduct any outstanding fees and charges owed to UCH and/or a cleaning business booked through our platform prior to disabling your User Profile.

10. Dispute Resolution

10.1. UCH will negotiate with you in good faith to resolve any dispute concerning the use of the Website.

10.2. UCH has no obligation to any User or Cleaning Business to assist or involve itself in any dispute between Users and Cleaning Businesses from UCH's network, although may do so to improve the parties' experience of our platform.

Any issue with your Cleaning Service would need to be reported to UCH within 24 hours to enable UCH to assist you and your Cleaner to resolve your issue. You would need to provide us with photos of an unsatisfactory clean within 24 hours of completion to enable us to assist.

10.3. Disputes in relation to the Cleaning Services carried out by your Cleaner or any other issue may be referred, where appropriate, to external dispute resolution services or authorities.

11. Security of Payment

The Stripe Secure Payment Gateway is used to process all Website transactions. The Parties acknowledge that this Gateway is widely used in the online purchasing industry. You understand however that Stripe is a third party service and UCH makes no warranties as to the effectiveness of the Secure Payment Gateway. It is up to the Client to ensure that any transmission standards meet your operating and legal requirements. UCH is not liable in the event that Stripe's security is breached.

12. Privacy

12.1 You agree that personal information you provide to UCH may be collected, stored and used by UCH for the purpose of facilitating an Agreement between you and Your Cleaner and enabling Your Cleaner to provide you with a Cleaning Service.

12.2 You agree that personal information you provide to UCH may be collected, stored and used by UCH for the purpose of maintaining your User Profile and account with us.

12.3. You agree that UCH may disclose your personal information, including your name, address and phone number to Your Cleaner in order for Your Cleaner to carry out the Cleaning Services.

12.4 UCH agrees not to share any personal information which you provide to UCH with any third party not directly involved in the provision of your Cleaning Service unless we are required to do so by law.

12.5 You agree that UCH may communicate with you electronically and/or via other means for the purposes of facilitating an Agreement between you and Your Cleaner or enabling Your Cleaner to provide you with a Cleaning Service or for reasons related to either of these purposes.

12.6 UCH agrees to take all reasonable precautions to protect personal information provided by the User from loss, misuse, unauthorised access or disclosure, alteration or destruction.

13. Intellectual Property

13.1. UCH reserves all Intellectual Property Rights existing in the Site Content and/or the Website.

13.2 Our logo is a registered trademark. Subject to applicable law, use of our logo is forbidden without the prior written permission of UCH.

13.3. By accepting this Agreement, you are granted a non-exclusive licence to view the Website, print pages from the Website in their original form and to download any material from the Website for caching purposes only.

13.4. You must not, without UCH's prior written consent, copy, reproduce, republish, extract, redistribute, sell, rent, licence, edit, modify or vary the Site Content.

14. Acceptable Use

14.1. You must not use, or cause this Website to be used in any way which breaches this Agreement; infringes the Intellectual Property Rights of UCH or any third party; is fraudulent, illegal or unlawful; or impairs accessibility or availability of the Website.

14.2. You must not cause the Website to store, host or transfer any malicious software or program.

15. Indemnity and Liability

15.1. General indemnity

You agree to indemnify UCH, on demand, against any claim, action, damage, loss, liability, cost, charge, expense or payment which UCH may pay, suffer, incur or be liable for, in relation to any act you do or cause to be done, in breach of this Agreement.

15.2. General limitation of liability

We will not be liable to you in contract, tort or equity in relation to any direct, indirect or consequential loss you incur in relation to the contents, use of or reliance on Site Content or otherwise in connection with the Website.

15.3. Cleaning Services Liability

To the extent permitted by law, UCH will not be responsible and will be excluded from all liability, for any loss or damage whatsoever (including personal injury, loss of life and damage to property) that you or another person may suffer in connection with the offer or supply of (or default in supplying) the Cleaning Services.

15.4. Information accuracy

You acknowledge and agree that some of the Site Content may be provided by way of blogs or comments made by other users of the Website and that UCH does not accept any liability for the accuracy of such information or your reliance on the same. The Site Content is provided to you as general information only and is not intended to substitute or replace the advice of a duly qualified professional.

15.5. Acceptance

By using this Website, you agree and accept that the indemnity and limitations of liability provided in this clause 15 are reasonable.

16. Warranties and Representations

16.1. The use of this Website is at your own risk. The Site Content and everything from the Website is provided to you on an “as is” and “as available” basis without warranty or condition of any kind.

16.2. None of UCH’s affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors make any express or implied representation or warranty about the Site Content or Website.

17. Severability

If any part of this Agreement is held to be void, illegal or unenforceable, it may be severed without affecting the enforceability of the remainder of this Agreement.

18. Law and Jurisdiction

This Agreement shall be construed in accordance with the laws of Victoria and the Parties agree to submit to the exclusive jurisdiction of the Courts of Victoria in the event of any dispute which cannot be resolved by mediation or negotiation between the Parties.

19. Entire Agreement

To the extent permitted by law, this Agreement constitutes the entire agreement between the Parties in relation to UCH’s online platform and there are no other representations, promises, warranties, covenants, undertakings, terms or conditions, whether oral or in writing, in relation to the subject matter of this Agreement of any force or effect.

Cleaning Agreement

THIS AGREEMENT takes effect on the date that the Annexure reaches the Customer's email inbox confirming acceptance of the Customer's Booking by the Cleaning business or when the Customer grants the Cleaning Business access to the location for cleaning, whichever is earlier.

BETWEEN:

'The Business,' defined in the Annexure (also referred to as 'your Cleaner' or 'the Cleaning Business').

and

'The Customer,' defined in the Annexure.

(collectively the "Parties").

BACKGROUND

A. The Parties were connected by Uber Clean House (hereafter 'UCH'). UCH operates an online platform through which independent Cleaning Businesses can accept Booking Requests from Customers seeking Cleaning Services. The Platform also facilitates the confirmation of Cleaning Agreements entered into by Cleaning Businesses and Customers.

B. UCH is not a party to this Cleaning Agreement. This Cleaning Agreement is between the Customer named in the Annexure and the Cleaning Business named in the Annexure. It sets out the obligations between them.

C. This Cleaning Agreement takes effect when the Cleaning Business accepts the Customer's Request for Cleaning Services and the Customer receives the confirmed Cleaning Agreement by email from UCH. The confirmation email (hereafter, 'the Annexure') forms part of this Cleaning Agreement. It includes the job details, the Customer's name and address and the Cleaning Business's name, address and ABN.

THE PARTIES AGREE THAT:

1. Definitions and Interpretation

In the interpretation of this Agreement the following words shall have the following meanings unless the contrary intention is indicated:

"Agreement" means this agreement together with any schedules or annexures hereto, which may be amended from time to time in writing, as agreed to by the Parties;

“Annexure” means the email which confirms the Cleaning Business’s acceptance of the Customer’s Cleaning Booking. It Specifies the Booked Services, their Scheduled Time, Duration and Location, and the Payment Amount. It also specifies the Customer’s name and address and the Cleaning Business’s name, address and ABN. The confirmation email acts as an Annexure to this Agreement.

“Booked Services” means the booked Cleaning Services as defined in the Annexure;

“Booking” means the reservation made on the Website for the Cleaning Services to be carried out at the Scheduled Time and Location for the Duration;

"Business" means the person or entity named as such in the Annexure;

“Claim” shall mean any and all present and future claims, actions, demands and rights arising out of, or in connection with the Services, including any claim for damages, complaint, action, suit, cause of action or proceedings, arbitration, debt due, cost and expense (including legal cost and expense), demand, verdict or judgment arising out of any provisions under statute, award, order or determination whether or not known at the date of this Agreement;

“Cleaning Fee” or “Payment Amount” means the fee (inclusive of goods and service tax, if applicable) payable by the Customer in relation to booked Cleaning Services. It may vary from the sum identified in the Annexure, for instance, where the Duration is subsequently extended by agreement between the Parties.

“Cleaning Products and Equipment” means the cleaning products and equipment required to provide the Services effectively;

"Cleaning Services" means the cleaning services to be provided to the Customer by the Business in accordance with this Agreement.

“Customer” means the person or entity named as such in the Annexure;

“Dollar” or “\$” means Australian Dollars;

“Duration” means the number of hours for which the Customer has booked the services of the Business. The Duration may exceed the hours identified in the Annexure where the Duration is subsequently extended by agreement between the Parties.

“Hourly Cleaning Fee” means the Cleaning Fee divided by the Duration.

“Location” means the address where the Booked Services are to be carried out as identified in the Annexure;

“Scheduled Time” means the time and date the Services are to be undertaken by the Business as identified in the Annexure;

“Website” means www.ubercleanhouse.com.au.

1.2 In this Agreement, unless the context otherwise requires:

- a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any entity, partnership, joint venture, association, corporation and any Governmental Agency;
- (e) a reference to a 'Party', 'Plaintiff' and/or 'Defendant' collectively refers to the respective entity and, without limitation, its directors, officers, members, employees and agents;
- (f) a reference to anything (including, but not limited to, any right) includes a part of that thing;
- (g) a reference to a part, clause, party, annexure, exhibit or schedule is a reference to a part and clause of, and a party, annexure, exhibit and schedule to, this Agreement and a reference to this Agreement includes any annexure, exhibit or schedule;
- (h) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.
- (i) a reference to a document includes all amendments or supplements to, or replacements or novations of that document;
- (j) no provision of this Agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Agreement or that provision;
- (k) a covenant of Agreement on the part of two or more persons binds them jointly and severally.

2. Booking

2.1. The Customer has made a Booking and agreed to pay the Payment Amount to the Business through the Website. No cash payments are to be made, and any cash provided to the Business is considered a tip.

2.2. The Business accepts the Booking and in doing so confirms that the business is able to provide the Booked Services at the Scheduled Time and Location for the Duration.

3. Business' Obligations

3.1. In providing the Cleaning Services to the Customer, the Business shall:

- (a) undertake the Cleaning Services with reasonable care and skill;
- (b) take all reasonable steps to avoid loss and/or damage to the Customer's property;
- (c) utilise the Duration effectively and efficiently in providing the Cleaning Services; and
- (d) deliver the Cleaning Services in accordance with the Booked Services to the extent that is reasonably possible within the Duration.

3.2. The Business should provide all Cleaning Products and Equipment unless the Customer has chosen to supply the Cleaning Products and Equipment.

3.3 When the Business, working efficiently, cannot complete the Booked Services within the Duration:

The Parties acknowledge that the Booking System estimates the Duration required to complete the Booked Services based on the time it would take an average Cleaning Professional to complete the service to a reasonable standard in ordinary circumstances.

The Parties acknowledge that where a cleaning job has unusual features, it may not be possible for the Business to Provide the Booked Services within the Duration.

The Parties agree to negotiate with each other in good faith to resolve any situations where they find a mismatch between the Duration and the Booked Services.

Where possible, the Parties may agree to extend the Duration of a Booking using the following process: The Customer would log in to the Uber Clean House Website with the Customer's username and password, would select 'add time' under optional extras, would click the number of additional hours agreed, would save changes and would make payment for the additional time on the website.

Alternatively, the Customer may agree to accept the Business's 'best efforts within the Duration.'

Where the parties are unable to easily resolve this issue between themselves they agree to involve UCH to determine the outcome within 24 hours of the Scheduled Time. The Parties agree that if they do not notify UCH in writing within 24 hours of the Scheduled Service then they will follow the dispute resolution procedure set out at clauses 10.1 to 10.7 of this Agreement.

4. Customer's Obligations

4.1. The Customer shall do all things that are reasonably necessary to enable the Business to efficiently perform the Cleaning Services in accordance with the Booking.

4.2. The Customer shall provide the Cleaning Products and Equipment if they have chosen to do so at the time of Booking.

4.3. The Customer shall provide a safe workplace for the Business and understands that the Business may suspend or cancel the Cleaning Services if a cleaner assesses, in good faith, that performance would involve an unacceptable safety risk.

4.4. The Customer acknowledges that if more than one person provides the Cleaning Services under the Booking, the Duration will be divided by the number of persons providing the Cleaning Services.

4.5. The Customer should notify UCH of any damage caused by the Business to the Customer's property as soon as practicable, but no later than 24 hours after the completion of the Services.

4.6 The customer agrees to only book the services available through the site.

5. Payment

5.1. The Customer agrees that upon completion of the Cleaning Services, UCH, on behalf of the Business, will effect the automatic debit of the Payment Amount to the Customer's nominated payment method in accordance with the Website Terms and Conditions.

5.2. The Customer can request to receive an invoice in the Cleaning Business's name via UCH.

5.3. Customer payments to UCH are processed via an overseas gateway and from time to time, financial institutions or payment providers may charge Customers an additional fee for transacting with UCH. If this occurs, the UCH customer care team, will at the request of the Customer, arrange a refund for this fee.

6. Changes and Cancellations

6.1. The Customer can cancel or amend a Booking on the Website through the customer profile, free of charge, up to 48 hours before the Scheduled Time.

6.2 If the Customer cancels or amends a Booking within 48 hours before the Cleaning Service is scheduled to begin, they will have to pay a cancellation cost equivalent to 1.5 hours of the hourly cleaning fee. The Parties agree that the cancellation cost is a genuine and reasonable estimate of the loss the Cleaning Business would otherwise suffer as a consequence of the Customer's cancellation due to loss of opportunity to accept other work and to cover the Cleaning Business for the obligation to compensate UCH for their costs in arranging the Cleaning contract between the Parties.

6.3. The Customer agrees to direct any requests for waiver or reduction of the cancellation fee to the third party business UCH.

6.4. The Customer acknowledges and agrees that if the Business is unable for any reason to perform the Cleaning Services, the Cleaning Services may be performed by another Business.

7. Refunds

7.1. Should the Customer be entitled to a refund as a result of a breach of this Agreement by the Business, the refund will be limited to the Payment Amount.

8. Termination and Survival

8.1. A Party can immediately terminate this Agreement, if the other Party breaches any material term of this Agreement.

8.2. This Agreement shall terminate immediately once both Parties have fulfilled their obligations under this Agreement.

8.3 Where a clause is described in such a way as to necessarily survive termination of this Agreement, it shall survive termination.

9. Force Majeure

9.1. If, by reason of any event of Force Majeure which was outside the control of a Party resulting in the delay in, or prevention from, performing any of the provisions of this Agreement: (a) then such delay of performance shall not be deemed to be a breach of this Agreement; (b) no loss or damage shall be claimed by a Party from the other by reason thereof; and (c) the Parties shall use their best endeavours to minimise and reduce any period of suspension occasioned by any event of Force Majeure.

9.2. An event of Force Majeure shall include fire, flood, casualty, lock out, strike, labour condition or industrial action of any kind, unavoidable accident, national calamity or riot, disease, act of God, the enactment of any act of Parliament or the act of any legally constituted authority, any cause or event arising out of or attributable to war or any other cause or event (whether of a similar or dissimilar nature), outside the control of the Parties.

10. Dispute Resolution

10.1. Neither Party shall start arbitration or court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of this Agreement ("Dispute") unless it has complied with this clause.

10.2. A Party claiming that a Dispute has arisen must give written notice to the other party to this Agreement specifying the nature of the Dispute ("Dispute Notice").

10.3. During the 14 day period after a Dispute Notice is served (or any longer period agreed in writing by the Parties), each Party must use its best efforts to resolve the Dispute.

10.4. If the Dispute is not resolved following the expiration of the 14 day period, the Parties must endeavour to jointly engage a Mediator and endeavour to agree on the Mediator's terms of engagement.

10.5. If the Parties fail to agree on the engagement of a Mediator and/or the Mediator's terms of engagement within 25 days of service of a Dispute Notice, either Party may apply to a local body of accredited mediators to appoint a Mediator and determine the terms of the Mediator's engagement.

10.6. Any information or documents disclosed by either Party under this clause: (a) is on a without prejudice basis; (b) must be kept confidential; and (c) may not be used except to attempt to resolve the Dispute.

10.7. Each Party must bear its own costs of complying with this clause, and the Parties must bear equally the costs of any mediator engaged.

General Provisions

11. Time is of the Essence

11.1. Time is of the essence in the performance by the Parties of their obligations under this Agreement.

12. Entire Contract constituted by this document, the Annexure and any Duration Extension through the Website

12.1 The Cleaning Agreement between the Parties is constituted by:

a) this document,

b) the Annexure emailed by UCH to both Parties (which contains only the Booked Service, Scheduled Time, Duration, Location, Payment Amount, the Parties addresses and names and the Cleaning Business's ABN.)

and

c) where applicable, any extension of Duration requested by the Customer and accepted by the Cleaning Business through the website together with any associated change to the Payment Amount.

12.2 The Parties acknowledge that the items set out in clause 12.1 constitute the entire Agreement between and understanding of the Parties and that there are no other representations, promises, warranties, covenants, undertakings, terms or conditions, whether oral or in writing, in relation to the subject matter of this Agreement of any force or effect unless contained in this Agreement.

13. Severability

13.1. If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Agreement.

14. Counterparts

14.1 This Agreement may be executed in any number of counterparts and all such counterparts when executed and taken together will constitute this Agreement.

15. Waiver

15.1. No right under this Agreement is deemed to be waived except by notice in writing to that effect signed by each party.

15.2. No waiver by any party to this Agreement of a breach by any other party shall be construed as a waiver of any subsequent breach.

16. Law and Jurisdiction

16.1. This Agreement shall be governed by and construed in accordance with the laws of Victoria and the Parties agree to submit to the exclusive jurisdiction of the Courts of Victoria where any dispute cannot be resolved in accordance with clauses 10.1 to 10.7 of this Agreement.

The Annexure (Template Only)

Cleaning Services Confirmation Email

Good News!

We are writing to confirm the details of the Cleaning Agreement between:

'the Cleaning Business'

Name:

Address:

ABN:

and

'the Customer'

Name:

Address:

The agreed job is as follows:

Booked Service:

Scheduled Time:

Duration:

Location:

Payment Amount:

Thank you for using our platform!

Uber Clean House