

THE CLEANICIAN

TERMS AND CONDITIONS

PREAMBLE

- The Cleanician appreciates your business.
- For both the protection of our Clients and our Company, take some time to review this Agreement as the use of our services constitutes your acceptance of these terms and conditions.
- By ordering The Cleanician services by call, e-mail, website, WhatsApp, social media and others the Client agrees to bind itself to The Cleanician Terms and Conditions.
- In relation to the proposal or quote for cleaning services given to the Client by The Cleanician, the Client accepts the proposal or quote and the following Terms and Conditions ("The Agreement").
- The Client herewith warrants that acceptance of the Quotation issued by The Cleanician is done by an authorized company representative.

1. Definitions

- 1.1. "The Company" – means The Cleanician and/or any franchisees trading under a franchisee agreement.
- 1.2. "Cleaner" – means the person or firm carrying out cleaning services on behalf of the Company.
- 1.3. "Client" – means the person, firm or corporate body together with any subsidiary or associated company to whom the cleaning services are supplied by the Company.
- 1.4. "Service" – means the cleaning services carried out on behalf of the Company.
- 1.5. "Cleaning Visit" – means the visit to the Client's service address by the Cleaner in order to carry out the Service.

2. Contract

- 2.1. These Terms and Conditions represent a contract between The Cleanician and the Client.
- 2.2. The Client agrees that any use of the Company's services, including placing an order for services by call, e-mail, website, WhatsApp, social media and others shall constitute the Client's acceptance of these Terms and Conditions.
- 2.3. Unless otherwise agreed in writing these Terms and Conditions shall prevail over any other terms of business or purchase conditions put forward by the Client.
- 2.4. No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by a director of the Company.
- 2.5. The Company operates a minimum charge of two hours for two cleaners with a maximum of 2,000 square feet per cleaning session.
- 2.6. The Client or houseowner or representative should be present during the entire period of the cleaning service.

3. Payment

- 3.1. All work carried out by the Company at the Client's request, whether experimental or otherwise will be charged accordingly. Any work undertaken by the Company on behalf of the Client is carried out on the basis that the Client has fully approved such work whether or not the Company has received an official order providing there is evidence of written or verbal confirmation to proceed, including letter, facsimile, or email correspondence between the parties.
- 3.2. 50% of deposit should be paid during booking.
- 3.3. 50% of the remaining cleaning fees are due once the Cleaners have completed the session.
- 3.4. Payment of cleaning fees should be paid via Touch n Go, FPX, or cash.
- 3.5. Unless otherwise expressly stated, all prices shall be in Malaysia Ringgit.
- 3.6. The Company provides services on a one-off and retainer basis.

- 3.7. Any additional work requested that isn't covered in the original brief will be quoted separately and added to the original invoice.
- 3.8. All cleaning service prices are reviewed each year and adjusted in line with inflation, minimum wage increases or any reasonable circumstances.

4. Equipment

- 4.1. Cleaning materials and equipment are provided by the Client. The cleaning materials and equipment must be safe to use/operate, in full working order and must not require any special skills to be used for the purpose of cleaning.
- 4.2. If the Client has equipment that is complicated to operate, the Client must provide clear and detailed instructions to the Cleaners.
- 4.3. The Company cannot accept any liability should anything going wrong with either the equipment or the outcome of using it.
- 4.4. Cleaning equipment could be provided by the Company upon request on an extra charge.

5. Checklists

- 5.1. The Company shall provide the Client a checklist or ask all Clients to leave a list of priorities for the Cleaner. This means that the Cleaners can tick off top to bottom what the Cleaners are able to do within the allotted time.
- 5.2. The Client shall confirm that all job tasks or areas have been completed based on the checklist at the end of the service.

6. Refunds

- 6.1. No refund claims will be given once the cleaning service has been carried out. If for any reason the Client is dissatisfied with any aspect, the Client must notify the Cleaners or the Company immediately and this will be rectified.
- 6.2. Refund will be issued only if the Client has cancelled a cleaning visit within the allowed time (24 hours) prior to the start of the cleaning session and a payment has been already received by the Company.
- 6.3. Refund will be issued if the Cleaners do not attend a cleaning visit, payment for which has been already received by the Company.

7. Cancellation

- 7.1. The Client agrees to pay the full price of the cleaning visit, if: (a) The Client cancels or changes the date/time less than 24 hours prior to the scheduled appointment; (b) The Client fails to provide access to the service premises thus preventing the Company to carry out the booked work; (c) There is a problem with the Client's keys and the Cleaners cannot let themselves in. If keys are provided, they must open all locks without any special efforts or skills.

- 7.2. If the Client needs to change a cleaning day or time the Company will do its best to accommodate them. A minimum of 24 hours notice is required. Please note that the Company cannot guarantee that the same operative will be available on the new day and at the time the Client requires. Any changes in the cleaning schedule are subject to availability.
- 7.3. The Company's cleaning operatives work on Monday to Saturday, including Public Holidays. If the Client's cleaning visit is due on a Public Holiday and the Client hasn't contacted the Company to cancel the visit 24 hours prior to the start of the cleaning session, the Client agrees to and understands that the regular amount due for that cleaning visit will be charged regardless of whether the cleaning operatives have cleaned the Client's property or not.

8. Termination

- 8.1. For long-term agreement, the Client may terminate the contract by giving 30 days prior notice in writing once the initial contracted term has ended.
- 8.2. If the Client wishes to terminate the contract within the initial contracted term, the Client must pay the outstanding balance for the remainder of the contract.
- 8.3. The Client agrees to pay a cancellation fee equivalent to 30 days service if: (a) No notice is given; (b) The Client provides a termination of notice less than 30 days.

9. Insurance/Damages

- 9.1. The Company will NOT be liable for any damages caused during the service(s). There will be an optional insurance charge should the Client requires one at an additional cost.
- 9.2. While the Cleaners make every effort not to break items, accidents do happen. For this specific reason, the Company requests all irreplaceable items (whether monetarily or sentimentally valuable) be stored away and/or not cleaned by the cleaning operatives. In case of damage, the Company shall not be responsible for its repair and/or replacement fees.
- 9.3. The Company shall not be responsible for damage due to faulty and/or improper installation of any item. All surfaces (i.e., marble, granite, etc.) are assumed sealed and ready to clean without causing harm.
- 9.4. The Client should inform the Company during booking should the Client requires the insurance option.
- 9.5. Any attempt to commit insurance fraud or any use of false information to commit any type of fraud will be prosecuted to the fullest extent of the law together by the Company and the Insurance Provider(s). Monetary compensation as well as legal fees may incur.

10. Complaints

- 10.1. All complaints are taken seriously. The Client custom is very important to the Company and the Company wants the Client to be happy.
- 10.2. If the Client is not happy with any aspect of the Company's service, the Company asks the Client to notify the Company as soon as the Client notices anything that might be to their dislike by calling 012 945 2429.
- 10.3. If the Client is not happy with the currently occurring cleaning service, the Company asks the Client to notify the Cleaners immediately to rectify it. Please do not wait until the service is ending.

11. Liability

- 11.1. The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs, or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with a late arrival of Company operatives at the service address. The Company endeavours to be right on time on any visit but sometimes due to transport related and other problems which are beyond the Company's control, the Company operatives may arrive with a delay or the cleaning visit may be re-scheduled.
- 11.2. The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs, or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with – (a) A cleaning job not complete due to the lack of hot water or electricity; (b) Third party entering or present at the Client's premises during the cleaning process; (c) Any existing damage to the Client's property in the form of old stains/burns/spillages etc. which cannot be cleaned/removed completely by the cleaning operative.

12. Supplementary Terms

- 12.1. The Client agrees to treat all Cleanician employees, irrespective of their nationality, gender, ethnicity, social and legal status, race, religion, or other protected status to be treated with dignity, respect, and fairness and will not be subject to any form of harassment, discrimination, abuse, or inhuman or degrading treatment.
- 12.2. If the Client requests keys to be collected by the Company's operatives from a third party's address, there will be an additional cost based on the e-hailing charges to-and-fro to the pick-up location. The similar charges will apply if said key needs to be returned to a different location.
- 12.3. The Company reserves the right to re-evaluate rates at any time should the Client's initial list of tasks changes.
- 12.4. The Company reserves the right to amend the initial quotation, should the Client's original requirements change.

- 12.5. If any estimates of how long it will take the cleaning operatives to complete the job are being provided those are only estimates based on the average time it takes to clean a home or an office of similar size to the Client's, it being difficult to calculate precisely how long such tasks may take and that a degree of flexibility may be required. Please note that one off cleans may take longer to complete due to longer intervals between cleaning sessions, number and type of cleaning tasks required, when compared to the regular maintenance cleaning of the same property.
- 12.6. The Client understands that the price he has been quoted may vary according to condition of property and room sizes etc.
- 12.7. The Company shall endeavour to arrange a replacement cleaner if your regular cleaner cannot attend a scheduled visit, and will inform the Client prior to the visit.
- 12.8. Post Construction Cleaning (Builders Cleaning), Event Cleaning or badly neglected homes may take up to three times longer than a well-maintained home requiring general cleaning. Therefore, the Company advises the Client to seek for other specialist cleaning services.
- 12.9. The cleaning operatives are not allowed to hand wash any items of clothing belonging to the Client. The Company advises that the Company operatives can only use a washing machine for such tasks.
- 12.10. All fragile and highly breakable items must be secured or removed. In case of damage, the company shall not be responsible for its repair or replacement fees.
- 12.11. The Company reserves the right to make reasonable changes to the Terms and Conditions in agreement with the other party.

13. Our Guarantee

- 13.1. The Company have complete confidence in the quality of our services and firmly believe that you will be more than delighted with your decision. However, we understand that sometimes things may not go as planned. That's why we offer this amazing Happiness Guarantee. If you have a problem, we will solve it on the spot! A checklist (as mentioned in clause 5) will be run through by you and the cleaners to ensure that every cleaning service provided is up to a satisfactory standard. Your satisfaction is our utmost priority, and we'll ensure that you're a happy customer!
- 13.2. Please note that this guarantee will not apply if the condition of the premises has deteriorated since the original cleaning was undertaken.