

Terms and conditions of business

These terms and conditions constitute the full and complete service agreement (the "Agreement") between you (the "Customer") and Mercy Consulting Pty Ltd (trading as Mercy Cleaning Service), 28 Dunlin Road, Terenure Ext 20, Kempton Park, Company registration number: 2012/110583/07

Please take some time to review this Agreement. Use of our services constitutes your acceptance of these terms and conditions.

Interpretation

In these Terms of Business the following definitions apply:

"The Company", "we", "us", and "our" – means Mercy Consulting trading as "Mercy Cleaning Service"

"Cleaner" - means any cleaning operative working for the company or firm carrying out cleaning services on behalf of the Company.

"You" or "Customer" – means a person, community representative or company who is a beneficiary of the services being provided.

"Service" – means the cleaning services provided by the Company to the client for an amount of money for a specified amount of time.

"Additional Service" – Means any other cleaning works which is requested either before, or during the cleaning task or after it is completed with the approval of the company.

"Cash" – Means any payment made by cash or any other means of payment given by hand as payment for services.

"Cleaning Visit" – means a visit to the customer's service address by the Cleaner in order to carry out the Service.

"Service address" – means any address and post code in South Africa, provided by the customer in order for the company to deliver the service.

"Start Date" – means a day which is scheduled in agreement between the customers for the Company to commence the service.

"Booking" means to secure the use of one of our services on one particular occasion.

Services

- Subject to the terms of this Agreement, Mercy Cleaning Service agrees to provide **Residential/Community/Corporate** cleaning services to the Customer at an address specified by the Customer
- The Service will be for such cleaning duties as agreed with the Customer at the time of booking
- For Residential cleaning services, Mercy Cleaning Service will provide one or more cleaners to attend to the Service at a time and date mutually agreed between the company and the customer
- For Community/Corporate cleaning services, Mercy Cleaning Service will provide a team of cleaners to attend to the Service at a time and date mutually agreed between the company and the Customer
- Mercy Cleaning Service cleaner will work 8hours per day to accomplish daily services to the customer; unless arranged otherwise with the customer.
- For Community and Corporate services, Mercy Cleaning Service agrees to bring its own cleaning products and equipment; unless arranged with the customer otherwise
- For Residential services, Mercy Cleaning service agrees that cleaners will use cleaning products and equipment as provided by the customer; unless special arrangement made between the customer and Mercy Cleaning service; an extra fee will be charged to the customer if the company is required to bring its own products
- Mercy Cleaning Service strives to provide its services with determination, confidence and in a timely and professional manner.

Additions and amendments

- Any changes to the Service to be provided must be agreed by Mercy Cleaning service prior to the Service Time.
- If the Customer requires any additional services or variations at the time the Service is being performed, the Customer must first contact Mercy Cleaning service by telephone or email, who may agree to provide the additional services in its absolute discretion. The Cleaner is not authorised to agree to any changes to the Service being provided. The Customer must not request such changes directly from the Cleaner.
- A formal assessment of the additional services will be performed, quoted and discussed with the customer. Payment of the additional service can be paid separately or as part of the outstanding payment by the customer

Bookings

- The Customer may make a booking either by telephone, fax, email or on the Mercy Cleaning service website.

The Customer represents and warrants that:

- It will provide a safe working environment for the Cleaner to perform the Service;
- the Cleaner will have unencumbered and unbarred access to those areas that are requiring the Service;
- it will provide the Cleaner with access to all services and utilities as required by the Cleaner to provide the Service;
- all additional cleaning equipment and materials provided by the Customer are safe, have not been tampered with and are in full working order by the time the cleaner leaves the sites;
- it will advise Mercy Cleaning service prior to the commencement of the Service of any hazards, slippery surfaces, damaged equipment, risks or dangers, ingrained dirt, grease or grime at the Premises;
- it is authorised to use the sites and obtain the provision of Service;
- if the Customer requires the Cleaner to clean behind or under any heavy items (eg. a fridge, bookshelf, or other furniture), Mercy Cleaning Service is not liable for any damaged happen during the move of these items;
- it will secure or remove any fragile, delicate, breakable or valuable items, including cash, jewellery, works of art, antiques, or items of sentimental value prior to the commencement of the Service.

Health and safety risks

In addition to the obligations and warranties set out above, the Customer acknowledges and agrees that:

- The Cleaner is entitled to undertake a job safety analysis before the commencement of any work to assess the health and safety risk at the sites;
- the Cleaner may, either before or during the provision of the Service not use or cease using any materials or cleaning equipment provided by the Customer if the Cleaner thinks, in their absolute discretion, that the use of such materials or cleaning equipment poses a risk to health and safety.
- the Cleaner may, either before or during the provision of the Service not provide or cease the provision of the Service where carrying out the Service presents, in the absolute discretion of the Cleaner, a risk to health and safety.
- The cleaner is advised not to enter an environment that is considered to be unsafe, dangerous to health, or inoperable for any reason, but are instructed to withdraw from the site and to report the problem.

Complaints

- If the Customer is dissatisfied for any reason with the service provided, it must inform Mercy Cleaning service within 24 hours of completion of the Service. Mercy Cleaning Service strives

to achieve 100% customer satisfaction and will endeavour to resolve the problem quickly and efficiently. Mercy Cleaning Service may, at its discretion, offer the Customer either of the following:

- a partial or full refund;
- re-supply of the service without charge;
- such other remedy as deemed appropriate by Mercy Cleaning Service.

Absenteeism

- If a Cleaner fails to arrive at the site within 1 hour of the service time and does not provide the requested service, Mercy Cleaning Service will provide the Customer with either:
- a full refund of payments made by the Customer; or
- offer to reschedule the service at another time mutually agreed between the Customer and Mercy Cleaning Service

Accidents, breakage, damage & theft

- The Customer must inform Mercy Cleaning Service of any incident where an accident, breakage, damage to property or theft has occurred due to any act of the Cleaner within 24 hours of completion of the Service.
- To the extent permitted by law, the Customer is not entitled to claim any loss for any incident if the incident is not reported to Mercy Cleaning service within 24 hours of completion of the Service.
- To the extent permitted by law, damage or loss to the following items is specifically excluded from the liability of Mercy Cleaning Service under these terms and conditions: cash, jewellery, art, antiques, and items of sentimental value

No engagement of cleaners

- The Customer acknowledges Mercy Cleaning Service invests significant resources in recruiting, selecting and training its Cleaners. Unless Mercy Cleaning Service gives prior written permission, the Customer must not, directly or indirectly, engage, employ or contract with any Cleaner to provide one of the Mercy Cleaning Services to the Customer or any associate of the customer for any period during which services are provided by Mercy Cleaning Service or for a period within 12 months after the conclusion of any Service.
- The Customer acknowledges that Mercy Cleaning Service may suffer loss and damage, including, without limitation consequential loss, as a result of a breach of this clause by the Customer.

Indemnity

The Customer indemnifies Mercy Cleaning Service against:

- all losses or liabilities arising directly or indirectly as a result of the provision of the service including all losses or liabilities caused as a result of a breach of the warranties of the Customer; and
- all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by Mercy Cleaning Service in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal and including any action taken for the recovery of a debt from the Customer).

Privacy policy

- The Customer acknowledges that any information provided by the Customer may be used by Mercy Cleaning Service for the purpose of providing the Service. Mercy Cleaning Service agrees not to share any information provided by the Customer with any third party not directly involved in the provision of the Service (unless required to do so by law).
- The Customer agrees to Mercy Cleaning Service communicating with them electronically and/or via other means in order to provide the service or for reasons related to the provision of the service.
- Mercy Cleaning Service will take all reasonable precautions to protect personal information provided by the Customer from loss, misuse, unauthorised access or disclosure, alteration or destruction.

Liability for death or personal injury

- Nothing in this contract shall limit or exclude Mercy Cleaning Service liability for death or personal injury caused by negligence

Changes to this agreement

- Mercy Cleaning Service reserves the right to update or modify these terms and conditions at any time without prior notice, and may do so by publishing an updated agreement on its website. Each updated agreement will take effect 24 hours after it has been published on the website.
- The Customer agrees that any use of the service following any such change, whether as a single job or as part of a regular cleaning schedule, constitutes their agreement to follow and be bound by the terms and conditions as changed.

Law & jurisdiction

- The Customer and Mercy Cleaning service acknowledge and accept that this Agreement shall be construed and interpreted in accordance with the laws of South Africa and both agree to submit to the exclusive jurisdiction of the courts of South Africa in the event of any dispute.

Severability

- The Customer agrees that if any term or provision is held invalid, void or unenforceable, then that provision will be considered severable and the remaining terms and provisions shall continue to be binding.

Copyright

- The content of this Agreement is protected by international copyright laws and may be used for personal reference only. Subject to applicable law, permission to copy, alter, reproduce, publish, transmit and/or otherwise distribute this content is forbidden without first obtaining the prior written permission of Mercy Cleaning service Pty Ltd.

Trademarks

- The name “**Mercy Cleaning Service**” is a registered trademark. Subject to applicable law, permission to use this name is forbidden without first obtaining the prior written permission of **Mercy Consulting Pty Ltd.**