

TERMS AND CONDITIONS

The Lean Company Limited



1. Application

1.1 The following terms of conditions ("Terms") shall apply to the cleaning services ("Services") purchased by you from The Lean Company Limited ("us, we, our"). These Terms will prevail if there is any inconsistency with any other document. The Services will be provided to you by one of our The Lean Company Limited ("Cleaners") who are required to strictly follow our standards in all respects.

2. Services

2.1. If you have selected to receive the Services on an hourly basis, the following applies:

2.1.1. The minimum purchase is 2 hours;

2.1.2. The number of cleaners attending your Premises to perform the Services may vary, but this does not affect the initial quoted price, nor will it affect the cleaning time booked;

2.1.3. Factors such as the current condition of the premises, number of rooms, bathrooms, WCs, shower rooms and ensuites, etc, may mean that the service time will vary to be completed;

2.1.4. We make no warranty that the estimated time for the Service will be sufficient for the job to be completed, but only that the estimated time is for a typical job of the same general specification indicated in a standard dwelling of a similar size and condition.

2.2. If you have purchased our Deep Clean and End of Tenancy Clean Services by quote, we are based on the assumption that the Premises are in a reasonable state and the Services can readily be provided. If we consider that this is not the case, we will be in contact to approve additional costs related to the service.

2.2.1. We reserve the right not to provide the Services, in which case we will provide you with a refund, with \$50 deducted for travel and other expenses incurred.

2.3. Our hourly cleans, Deep Cleans and End of Tenancy Cleans do not include extras such as: carpet and upholstery wash/steam cleaning, stripping and polishing floors, washing up dishes, taking more than 10 items out of cupboards and then putting them back in, dusting books, cleaning balconies/terraces, cleaning patios/gardens. Any extra services are priced separately and need to be requested in writing at least 5 days before the start date.

2.4. You agree to provide a list of extra services to be completed, if other than the tasks on the general specification of standard service. You understand that the price you have been quoted does not include anything apart from labour and equipment to complete the indicated tasks.

2.5. We agree to provide all cleaning supplies and cleaning equipment necessary to carry out the Services, unless you have made other arrangements with us.

2.6. You must provide running water, electricity and sufficient lighting at the premises where the Services take place.

2.7. On grounds of health and safety, we are under no obligation to clean vomit, blood, excretion or any other body spillages. A special price for such cleaning will be quoted on demand.

2.8. We reserve the right not to continue with the job if, on inspection, it is found that the material to be cleaned or treated is not suitable for cleaning or treatment. We will also will

not continue with the job if water or power is not available or if there is interference in the work from the Client or any other person. Costs related to travel will be charged.

2.9. We reserve the right not to provide the Services on the agreed date if we are unable to reasonably access the Premises for any reason whatsoever, including due to clauses 3 (a), (b) and (c) not being complied with. No refund will be provided if this clause applies.

3. Your Obligations and Risk

3.1. You acknowledge that you are solely liable for:

- (a) ensuring that we have unimpeded access to the Premises to perform the Services on the agreed date;
- (b) instructions regarding the deactivation/activation of any alarm systems;
- (c) ensuring that any dogs at the Premises are adequately restrained while the Services are being performed;
- (d) providing us with full detail of what areas you want cleaned;
- (e) informing us of any areas which are not to be cleaned or require special cleaning instructions.

3.2. If you wish to cancel the Services, you must immediately notify us either by email or by calling 021 022 91705. If you cancel within 24 hours of the scheduled start time, a cancellation fee of up to 100% of the booked service may apply.

4. Limitation of Liability

4.1. Subject to 6, we will not be liable for any direct or indirect loss or damage, including without limitation; economic loss, loss of profits or savings (or for any indirect or consequential loss or damage), however caused, arising out of or in connection with the supply of Services or for any inability to provide the Services or to continue to provide the Services, including without limitation as a result of the following

4.1.1. Fair wear and tear to the Premises arising from the normal provision of the Services;

4.1.2. Unavailability of electricity and water (including a lack of hot water) or insufficient lighting;

4.1.3. Interference by a third party;

4.1.4. Inability to access the Premises due to not being provided with the correct keys and/or alarm codes, or for some other reason beyond our Cleaner's control;

4.1.5. Delays or termination of the Services due to any circumstances outside our control, including as a result of weather conditions, traffic congestion, delay or cessation in the supply of materials we require to complete the Services, strikes, lockouts, war or violence or any other event outside our control;

4.1.6. Incorrect information supplied by you or your failure to comply with our Instructions.

4.2. Our liability in respect of all claims for loss, damage or injury arising from a breach of our obligations under these Terms or from any act or omission by us is limited in each case to the lesser of:

4.2.1. Resupply of the Services.

4.2.2. Payment of the reasonable cost of supplying the Services.

4.2.3. The price of the affected Services.

4.3. All claims must be made in writing and are subject to verification or acceptance by us. No claim for any loss, damage or injury arising out of the supply of the goods or services by us, may be brought more than 72 hours after the date you become aware or reasonably ought to have been aware of the circumstances giving rise to the claim.

5. No Refunds

5.1. Subject to our obligations under the Consumer Guarantees Act 1993 or under law, you agree that there are no refunds of any amounts you have paid for the Services.

5.2. Complaints must be received in writing (including by email) within 72 hours of the service being completed.

5.3. If you are not satisfied with the Services provided and a complaint has been placed within the stated 72 hours after the Services have been completed, we reserve the right to return a cleaner to perform the Services again. You agree to allow the cleaner to be returned and to be present at all times when the Services are re-performed.

6. Consumer Guarantees Act 1993

6.1. You agree that, in case the Goods or Services are being supplied for the business, the Consumer Guarantees Act 1993 will not apply.

6.2. Where the Consumer Guarantees Act 1993 applies, nothing in these Terms shall be construed as an attempt to contract out of this Act.

7. Warranties

7.1. All statutory or implied warranties (including merchantability or fitness for purpose) are excluded to the extent permitted by New Zealand law.

8. Privacy Information

8.1. You agree that any information about you provided to us may be used by us at any time for any purposes connected with our business, including but not limited to marketing and promotional purposes. Any personal information is held at 2/51 Bombay Street, Wellington, and you have certain rights of access to your personal information under the Privacy Act 2020.

9. Unsolicited Electronic Messages Act 2007

9.1. You consent to us sending you emails related to our service. The email address for unsubscribing to commercial emails is hello@tlcleaning.co.nz

10. General

10.1 Any provision of these terms that is held to be invalid or unenforceable for any reason shall be severed from and shall not affect the remaining provisions of these terms.

10.1. You agree that these terms express the entire understanding between us and that there have been no representations made by or on behalf of us that have been relied upon by you that are not contained in these terms.

10.2. These Terms are governed by **New Zealand law**, and any disputes will be handled by the **courts of New Zealand**.