



SchoonInHuis.com / AIUTARE.IT
Cleaning Agreement
Terms and Conditions

First Adopted - February 2011
Last Revised - July 2015

RECITALS

- A. SchoonInHuis.com (“**AIUTARE.IT**”) operates an online platform www.aiutare.it. through which Customers can book Cleaners for Cleaning Services.
- B. The Cleaners are cleaning service providers who are registered with AIUTARE.IT to provide the Cleaning Services.
- C. AIUTARE.IT does not offer the Cleaning Services itself but is a third party facilitator of the contracts between Customer and Cleaners. Accordingly, AIUTARE.IT can receive and confirm Customers requests for the Cleaning Services, issue invoices on behalf of the Cleaners and pass on payments to the Cleaners.
- D. Customers enter into two contractual relationships, the first contract being with AIUTARE.IT, governing the Customers' access to and use of the website www.aiutare.it. (“Website Terms and Conditions”). The second contract being a contract between the Customer and the Cleaner for the provision of the Services (“**Cleaning Agreement**”).
- E. Through the Website, the Customer has requested and the Cleaner has agreed to provide the Cleaning Services in accordance with these terms and conditions.

AND THE PARTIES HEREBY AGREE:

Definitions and Interpretation

1. In the interpretation of the Cleaning Agreement the following words shall have the following meanings unless the contrary intention is indicated:
 - a) “**Address**” means the address where the Booked Services are to be carried out as identified in the Annexure;
 - b) “**Cleaning Agreement**” means the agreement between the Cleaner and the Customer (collectively “**the Parties**”);
 - c) “**Annexure**” means the email received by the Customer confirming the Cleaner or the email received by the Cleaner confirming its acceptance of the Booking acting as an annexure to the Cleaning Agreement;

- d) **“Booked Services”** means the Cleaning Services to be undertaken by the Cleaner as defined in the Annexure;
- e) **“Duration”** means the amount of hours that the Customer has booked the services of the Cleaner as identified in the Annexure;
- f) **“Booking”** means the reservation made on the Website for the Cleaning Services to be carried out at the Scheduled Time and Address for the Duration;
- g) **“Cleaner”** means the person or entity named as such in the Annexure;
- h) **“Cleaning Fee”** means the fee (inclusive of goods and service tax, if applicable) for the Cleaning Services charged on an hourly basis, as advised by AIUTARE.IT from time to time;
- i) **“Cleaning Products and Equipment”** means the cleaning products and equipment required to effectively provide the Services;
- j) **“Cleaning Services”** means the standard cleaning services to be provided to the Customer by the Cleaner in accordance with the Cleaning Agreement, excluding any “end of lease” cleaning services;
- k) **“Customer”** means the person or entity named as such in the Annexure;
- l) **“Payment Amount”** means the amount payable by the Customer for the provision of Cleaning Services by the Cleaner as identified in the Annexure;
- m) **“Scheduled Time”** means the time and date the Services are to be undertaken by the Cleaner as identified in the Annexure;
- n) **“Website”** means **Error! Hyperlink reference not valid.**and associated AIUTARE.IT smart phone applications.

1. Terms and Conditions

- 1.1. The Cleaning Agreement is subject to the following terms and conditions (the **“Terms”**).

2. Booking

- 2.1. The Customer has made a Booking and agreed to pay the Payment Amount to the Cleaner through the Website. No cash payments are to be made, and any cash

provided to the Cleaner is considered a tip.

- 2.2. The Cleaner confirms to be able to comply with the Booking, including the provision of Cleaning Services at the Scheduled Time and Address for the Duration.

3. Cleaner's Obligations

- 3.1. In providing the Cleaning Services to the Customer, the Cleaner shall:
 - (a) undertake the Cleaning Services with acceptable care and skill;
 - (b) take all necessary steps to avoid any loss and/or damage to the Customer's property;
 - (c) deliver the Cleaning Services in a manner, to the greatest extent possible, which gives the desired results as agreed by the Parties;
 - (d) utilise the Duration effectively and efficiently in providing the Cleaning Services; and
 - (e) deliver the Cleaning Services in accordance with the Booked Services.
- 3.2. The Cleaning Services will be deemed to have been performed and accepted in accordance with the Cleaning Agreement, if the Customer does not, as soon as practicable, but no later than 24 hours after the completion of the Cleaning Services, advise AIUTARE.IT that the Cleaning Services were not performed to an acceptable standard. AIUTARE.IT shall immediately pass on any complaints to the Cleaner, if the Customer has not already reported the deficiency to the Cleaner. Failure to make contact within 24 hours means AIUTARE.IT is unable to assist with a resolution.
- 3.3. If the Cleaner has performed the Services unsatisfactorily, the Cleaner and the Customer agree to negotiate in good faith to reach an agreement on the reduced time or payment. AIUTARE.IT will facilitate the investigation of the Customer complaint and negotiation for a dispute resolution. The Customer must provide photos of the unsatisfactory areas to AIUTARE.IT within 24 hours.
- 3.4. If for any reason, the Cleaner leaves the Address prior to the scheduled end of the Duration, the Cleaner must notify AIUTARE.IT as soon as practicable. If the customer allows the Cleaner or requests that the Cleaner personnel leave before the end of the booked time the Customer will pay for the booked duration with no time reductions.
- 3.5. If the Cleaner does not complete the Cleaning Services within the Duration, it must notify AIUTARE.IT immediately that the Cleaning Services were not completed and the reason for non-completion. AIUTARE.IT, acting reasonably, will assist the Parties to determine whether the Booking should be extended, or a new Booking should be made. If the Parties cannot agree, the Cleaner should leave the Address at the scheduled end of the Duration.
- 3.6. Statutory entitlements of the Customer against the Cleaner over and above the right to

a resupply of the Cleaning Services remain unaffected.

- 3.7. The Cleaner should provide all Cleaning Products and Equipment except for a vacuum cleaner unless the Customer has chosen to supply the Cleaning Products and Equipment.
- 3.8. Cleaning Services provided are not 'end of lease' cleaning services and while the services provided will be to an acceptable standard, they will not be of the nature of an end of lease clean.

4. Customer's Obligations

- 4.1. The Customer shall do all things necessary to enable the Cleaner 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 do all things necessary to provide a safe workplace for the Cleaner.
- 4.4. The Customer should notify AIUTARE.IT of any damage caused by the Cleaner to the Customer's property as soon as practicable, but no later than 24 hours after the completion of the Services.
- 4.5. The customer agrees to only book AIUTARE.IT for the standard cleaning package and extra's available through the site.
- 4.6. AIUTARE.IT doesn't perform end of lease cleans and they are not to be booked through the AIUTARE.IT platform.

5. Payment

- 5.1. The Customer agrees that upon the successful completion of the Cleaning Services, AIUTARE.IT, on behalf of the Cleaner 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. AIUTARE.IT will issue the Customer with an invoice in the Cleaner's name.

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 between 24 and 48 hours before the

Cleaning Service is scheduled to begin, they will have to pay cancellation costs equivalent to one hour of the Cleaning Fee. If the Customer cancels or amends a Booking within 24 hours before the Cleaning Service is scheduled to begin, they will have to pay cancellation costs equivalent to two hours of the Cleaning Fee.

- 6.3. The Booking cannot be amended, extended or cancelled during the performance of the Services, unless a determination has been made pursuant to clause 3.5.
- 6.4. The Customer acknowledges and agrees that if the Cleaner is unable for any reason to perform the Cleaning Services, the Cleaning Services may be performed by another Cleaner pursuant to the Website Terms and Conditions.
- 6.5. Any fortnightly or other recurring booking cancelled after the first cleaning will be retroactively charged the one-time cleaning rate and any reduced rates charged on the basis of the recurring booking will not apply.

7. Refunds

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

8. Termination

- 8.1. A Party can immediately terminate the Cleaning Agreement, if the other Party breaches any material term of the Cleaning Agreement.
- 8.2. The Cleaning Agreement shall terminate immediately once both Parties have fulfilled their obligations under the Cleaning Agreement.

9. General Provisions

- 9.1 Time is of the essence in the performance by the Parties of their obligations under the Cleaning Agreement.
- 9.2 If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this.
- 9.3 Any provision of, or the application of any provision of these Terms which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- 9.4 If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in these Terms.

9.5 The Agreement and the Terms shall be governed by and construed in accordance with the laws of the Netherlands and the Parties agree to submit to the non-exclusive jurisdiction of the Courts of Amsterdam.
