Terms and Conditions

Last Updated: [Date]

These Terms and Conditions ("Terms") govern your use of the Cleaning Superboss Worldwide Pty Ltd, ACN: 676626529 website which is available at [URL] ("Site") as well as the provision of services ("Services") by us Cleaning Superboss Worldwide ("we", "us", "our") to you, the client ("Client", "you", "your").

1. Acceptance of Terms

By accessing or using our Site and Services, you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as our Privacy Policy [link]. If you do not agree with any provision of these Terms, you should discontinue the use of our Site and Services immediately.

2. Eligibility

To access and use our Site and Services, you must be at least 18 years of age. By using our Site and Services, you represent and warrant that you meet these eligibility requirements.

3. Modifications to the Service

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the Service.

4. General Conditions

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

5. Services

We provide comprehensive general cleaning services and bond cleaning services. Details and pricing are available on our website.

6. Bookings

Bookings can be made via our website or by emailing or calling us directly.

7. Cancellation Policy

If you cancel a booking with more than 24 hours' notice before the scheduled service, 30% of the booking fee will be retained as a cancellation fee. If you cancel a booking with less than 24 hours' notice before the scheduled service, 50% of the booking fee will be retained as a cancellation fee. If you request to reschedule your booking more than 24 hours before the scheduled service, there will be no additional fees. If you request to reschedule your booking within 24 hours of the scheduled

service, it will be treated as a cancellation and may incur the same fees as outlined in the cancellation policy above.

8. Payment Terms

Full payment must be made at the time of booking.

8.1 Payment Methods

We accept the following payment methods:

- Credit card
- Direct Deposit
- PayPal

8.2 Online Payments

For online bookings, you can pay immediately through the secure payment portal provided on our website. For phone and email bookings, payment details will be included in the invoice, and you are required to complete the payment promptly.

8.3 Currency

All payments are to be made in Australian Dollars (AUD) and are inclusive of Goods and Services Tax (GST). You are responsible for any currency conversion fees or additional charges imposed by your financial institutions.

8.4 Receipts and Confirmation

Upon successful payment, you will receive a payment confirmation email, which serves as a receipt for the transaction. The booking will be confirmed once the payment is processed. You will receive a confirmation email with details of the scheduled service.

8.5 Changes to Payment Terms

We reserve the right to update or modify the payment terms at any time. Clients will be notified of any significant changes that may affect their payments. Changes to the payment terms will become effective immediately upon notification to the Clients.

9. Refunds

10. Payment Processing

We utilise the services of Stripe, our trusted third-party payment processor, to securely handle credit card transactions on our website. Stripe is responsible for collecting, processing, and storing your credit card information. As a third-party, Stripe has their own terms of service and privacy policy that govern the handling and storage of your payment information. We encourage you to review Stripe's privacy policy and terms of service to understand how they handle your payment information.

11. Intellectual Property

All intellectual property rights associated with the content, materials, and designs provided as part of our Services, including but not limited to logos, trademarks, text, images, and graphics ("Intellectual Property"), are the property of the Company or its licensors.

You are granted a limited, non-exclusive, non-transferable license to use the Intellectual Property solely for the purpose of receiving and evaluating our Services. You may not modify, reproduce, distribute, transmit, display, perform, publish, or create derivative works of the Intellectual Property without prior written consent from the Company.

11.1 Client Content

Any content, materials, or information provided by you to the Company in connection with the Services ("Client Content") shall remain your property or the property of your licensors. By providing Client Content, you grant the Company a worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, modify, adapt, publish, translate, distribute, and display such Client Content solely for the purpose of providing the Services.

11. Client Reviews

If you provide any public reviews, you hereby grant the Company a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, modify, adapt, publish, translate, distribute, and display such reviews for any purpose without compensation or attribution.

12. Prohibited Uses

By accessing and using our website, you agree not to engage in any of the following prohibited activities:

- a) Attempt to gain unauthorised access to our website, servers, systems, or networks.
- b) Use our website in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the website or that could damage, disable, overburden, or impair the functioning of our website in any manner.
- c) Introduce any viruses, trojans, worms, logic bombs, or other harmful material.
- d) Engage in any form of cyber-attack, including but not limited to denial-of-service attacks, mail bombing, or sending unsolicited or unauthorised advertisements, spam, chain letters, or other forms of solicitation.
- e) Use the website for any illegal or unauthorized purpose or engage in, encourage, or promote any activity that violates these Terms and Conditions or any applicable laws, regulations, or guidelines.
- f) Use the website to commit fraud, impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity.
- g) Upload, post, transmit, share, or otherwise make available any content that is unlawful, harmful, defamatory, obscene, infringing, threatening, harassing, abusive, inflammatory, or otherwise objectionable.
- h) Use our website to upload, post, transmit, share, or otherwise make available any content that infringes upon the rights of any third party, including intellectual property rights, privacy rights, or publicity rights.
- i) Harvest, scrape, or collect any information from our website without our express written consent.
- j) Use automated means, including spiders, robots, crawlers, data mining tools, or the like to download or scrape data from our website.

- k) Use our website for any commercial purpose or the benefit of any third party, except as expressly permitted by us.
- l) Sell, resell, lease, or rent access to our website or any services provided through our website.
- m) Misuse our review or rating system, including by submitting false reviews or manipulating the ratings for any service or contractor.
- n) Attempt to probe, scan, or test the vulnerability of any system or network or breach any security or authentication measures.

If you engage in any of the prohibited uses outlined above, we reserve the right to terminate or suspend your access to our website and take appropriate legal action. We may also report any such activities to law enforcement authorities as required or deemed appropriate.

13. Personal Information

Your use of our website is also governed by our Privacy Policy, which is incorporated by reference into these Terms. Please review our Privacy Policy to understand our practices regarding your personal information.

14. Accuracy, Completeness and Timeliness of Information

We are not responsible if information made available on this Site is not accurate, complete, or current. The material on this Site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on this site is at your own risk.

15. Third Party Tools

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the Site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms.

16. Third-Party Links

Certain content, products, and services available via our Site may include materials from third parties. Third-party links on this Site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

17. Dispute Resolution

17.1 Negotiation

In the event of any dispute or disagreement arising out of or in connection with these Terms, the Parties agree to first attempt to resolve the matter amicably through good-faith negotiations. Either Party may initiate the negotiation process by providing written notice to the other party outlining the nature of the dispute.

17.2 Mediation

If the dispute cannot be resolved through negotiation within five (5) business days, the Parties agree to submit the dispute to mediation. The mediation shall be conducted in accordance with the rules of a recognised mediation body or the Resolution Institute. The Parties shall jointly appoint a mediator, or if they fail to agree on a mediator within five (5) business days, a mediator shall be appointed by the Resolution Institute. The mediation shall take place at a mutually agreed location within Sydney. The Parties shall participate in the mediation process in good faith and share the costs of the mediation equally.

17.3 Arbitration

If mediation does not result in a resolution within five (5) business days from the commencement of the mediation, or if either Party fails to participate in the mediation, the dispute shall be referred to and finally resolved by arbitration. The arbitration shall be conducted in accordance with the rules of the Resolution Institute, and the seat of arbitration shall be Sydney. The arbitration shall be conducted by a single arbitrator appointed in accordance with the said rules. The decision of the arbitrator shall be final and binding on the Parties and may be enforced in any court of competent jurisdiction.

18. Notices

Any notice, demand, request, consent, or other communication required or permitted to be given under this Agreement shall be in writing and may be delivered by electronic mail ("email"), or through the messaging system provided by the Company's website or application. Notices to the Company shall be sent to the following email address: [Email]. Notices to the Client shall be sent to the email address provided during the registration or booking process. Notices sent by email or through the messaging system shall be deemed effective upon transmission, provided that the sender does not receive an automated notification of delivery failure or non-receipt.

19. Discontinuance

We may, at any time and without notice to you, discontinue our Site, in whole or in part. We may also exclude any person from using our Site, at any time and at our sole discretion. We are not responsible for any liability you may suffer arising from or in connection with any such discontinuance or exclusion.

20. Severability

If a provision of these Terms is held to be void, invalid, illegal, or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or other provisions in these Terms.

21. No Waiver

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

22. Interpretation

The headings used in this Agreement are included for convenience only and will not limit or otherwise affect these Terms.

23. Entire Agreement

These Terms and any policies or operating rules posted by us on this Site or in respect to our Services constitutes the entire agreement and understanding between you and us and govern your use of the Site and our Services, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

24. Governing Law

Your use of our Site or our Services are governed by the laws of New South Wales (NSW) Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in NSW Australia and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

Our Site may be accessed throughout Australia and internationally. We make no representation that our Site complies with the laws (including intellectual property laws) of any country outside Australia. If You access our Site from outside of Australia, you do so at your own risk and are responsible for complying with the laws of the jurisdiction where you access our Site.

25. Contact

Any questions or complaints relating to these Terms, or our Services should be directed to our owner/director by emailing [email].