



CLEAN GREEN STRATA TERMS & CONDITIONS

These terms and conditions shall apply for all work undertaken and services provided by CGS (**us** or **we**) as specified in the Scope of Services attached (collectively, the **Services**). They bind both the Owners Corporation for the relevant strata plan at the address specified in the Scope of Services attached (**Owners Corporation**) as well as the strata managers appointed by the Owners Corporation (**Strata Managers**).

1 **Interpretation** - In this agreement, a reference to:

- (a) **agreement** means this document and the Scope of Services and Schedule of Rates;
- (b) **Schedule of Rates** means our Schedule of Rates (as revised from time to time);
- (c) **Scope of Services** means the scope of Services provided with these terms (as revised from time to time);
- (d) **terms and conditions** means this document (as revised from time to time);
- (e) **you** or **your** is a reference to the Owners Corporation, as well as to the Strata Manager as its appointed agent; and
- (f) **work order** means a request for work to be undertaken by CGS by way of email, verbally, or any other format.

2 **Validity of Quotation** - Each Quotation issued by us is valid for three months from date of quote after which time we reserves the right to requote.

3 **Trading Terms** - Trading terms are 14 days from date of invoice.

4 **Term of agreement** - This agreement is valid for a period of 36 months (3 years) from the date of letter of acceptance, or if no letter of acceptance is provided then from the date of issue of the first Service order to us (**Term**).

5 **Renewal of agreement** - Unless this agreement is terminated by either party in writing at least 3 months prior to the agreement expiry date, then this agreement shall be taken to be automatically renewed on the same terms and conditions for a further period of 12 months (each, a **renewal period**), and each party shall be bound accordingly. This agreement shall continue to renew for successive 12 month renewal periods, unless terminated by either party in writing in the 3 month period prior to the expiry of the relevant renewal period.

6 **Access** - All necessary keys and remotes (2 complete sets) must be provided to us prior to Services commencing.

7 **Provision of Services** - Services will be provided as specified by us excluding statutory or public holidays.

8 **Initial Restoration Service** - Where, at the commencement of the Services, the property is not in a condition that can reasonably be maintained under the agreed Scope of Services, we may require an initial restoration, clean-up or make-safe service to be undertaken to bring the property to a maintainable standard. Any such service will be charged separately in accordance with our Schedule of Rates or as otherwise agreed. Ongoing maintenance services will commence once the property has been brought to a suitable standard for ongoing maintenance.

9 **Increase in fees and charges** - Our fees and charges are subject to annual NSW CPI fee adjustments for year ending June effective on and from the next following September.

10 **Sub-contracting** - We may sub-contract all or any part of the Services to any third party contractors (**Contractors**). We will however remain liable under this agreement for the acts and omissions of any such Contractors. We will also be liable for all costs charged by the Contractors if their work comprises part of the CGS Services (unless, by agreement with you, they are separately and directly charged to you).

11 **Assignment** - We may assign this agreement in the event of the sale of our business at any time, on notice to you. If such notice is given then as between the buyer and the Owners Corporation, the Owners Corporation shall continue to be bound by this agreement accordingly.

12 **Cost recovery** - The Owners Corporation shall be liable for all reasonable costs (including debt collection) which are incurred by us if you fail to pay for any Services provided within our usual trading terms and/or in the event of any loss or damage arising from a breach by you of this agreement.

13 **Interest for overdue fees and expenses** - If any invoice is unpaid by the due date then we may charge interest at the rate of 5% per annum on all outstanding fees and charges until they are paid in full.

14 **Breach/termination** - If either party breaches this agreement then the other party shall allow a reasonable period to rectify the breach (having regard to the nature of the breach and the action required to remedy it) failing which the other party may terminate this agreement in writing to the defaulting party. In each case the other party must give the defaulting party written notice of the breach, specifying the nature of the breach and the action required to remedy it, and the remedy period allowed in the circumstances. Where no remedy period is specified it shall be taken to be 14 days. If this agreement is terminated then it shall be without prejudice to any pre-existing rights and entitlements of the parties.

15 **Excluded Services** - You acknowledge that under 2012 NSW Workplace Health and Safety legislation we cannot undertake any tasks over 4 metres (including replacement of globes, removal of cobwebs, pruning of vegetation, window cleaning) or clearing drain pits deeper than 30cm and that such tasks are expressly excluded from the Services. Strata Managers will be notified in such cases and will need to make alternative arrangements to attend to such matters.

16 **Replacement of consumables** - Globes & consumables (toilet paper, hand towels) will be charged by us based on consumption. These expenses are to be reimbursed to us as and when invoiced in the usual manner.

17 **Directions in relation to pruning** - If you require pruning of specific plants/shrubs/hedges to be carried out in a certain way, we must be notified in writing prior to the visit otherwise we cannot accept responsibility. If we are not notified then



the task will be handled in a professional manner but we cannot accept responsibility if the task is not handled as expected.

- 18 **Insurances** - At all times during the term of this agreement, you must maintain and keep current a public liability insurance policy with coverage for our employees/ contractors in the event of personal injury or death arising from any single accident to a maximum amount of \$10m. If so requested you must provide a copy of same to us.
- 19 **Waste removal** - Green waste that is generated will be charged at \$40 + GST per 1 cubic metre. Any other waste will be charged as per our Schedule of Rates or as otherwise advised (plus tip fees, labour and administration fees).
- 20 **Additional Services** - If we are requested or directed by any person to undertake any additional Services in the course of carrying out our usual Services under the Scope of Services (including any owner or occupant of a strata lot) (**Additional Services**) then we shall not be bound to seek the prior approval of the strata committee or Strata Managers as to whether or not we should proceed with such Additional Services. We shall be entitled to charge a fee for such Additional Services (plus any expenses incurred). If the Additional Services is covered by our then current Schedule of Rates then the Schedule of Rates shall apply and if it is not covered then we can charge a reasonable fee for such Additional Services. If the Additional Services is undertaken by a third party then the costs thereof (and any expenses incurred) shall be payable by you and we shall be entitled to charge a service fee of 10% to cover our costs of engaging such third party and supervising the performance of such Additional Services.
- 21 **Termination of this agreement** - If this agreement is terminated for any reason then we shall be entitled to all fees and charged invoiced to date together with a termination fee that is the lesser of 6 months of our then current monthly Service Fee and the total Service Fees payable for the balance of the Term. Clauses 11 and 12 shall apply if such amounts are not repaid on the date that is 7 days following the termination date.
- 22 **Termination Notice** - Where this agreement is not subject to a fixed term or renewal period, either party may terminate this agreement by providing the other party with thirty (30) days' written notice. Where this agreement is subject to a fixed term, termination shall be dealt with in accordance with Clauses 4, 5, 13 and 20.
- 23 **Force majeure** - Despite clause 13 a party shall not be in breach of this agreement in the event of any act, matter or thing beyond the reasonable control of that party that renders the party unable to perform its obligations under this agreement - for instance in the event that all or any part of the strata property is destroyed by fire or natural disaster, or in the event that due to the COVID19 or any other pandemic we are restricted by Public Health Order to attend the property or to perform the services as required (each, a **Closure Event**). If a Closure Event occurs then this agreement shall not be terminated but the obligations of the parties shall merely be taken to be suspended from the start of the Closure Event until the end of the Closure Event (the **Suspension Period**) and the parties shall resume their obligations under this agreement as soon as practicable after the Closure Event has ended. The term of this agreement shall be extended by the Suspension Period.
- 24 **Review of Terms and Conditions** - We may review and update these terms and conditions and our Schedule of Rates at any time and from time to time (other than the provisions of clauses 4, 5 and 8). If we do so, we shall notify you of the updated terms and conditions and they shall apply from the date that is 1 month from the notice date. The updated terms and conditions shall have full force and effect from that date even though they have not been signed by the parties.
- 25 **Review of Scope of Services** - We may review and update the Scope of Services at any time. If we do so we shall notify you of the updated Scope of Services and they shall apply from the date that is 1 month from the notice date. The updated Scope of Services shall have full force and effect from that date even though they have not been signed by the parties.
- 26 **Updated CGS services** - If you wish to increase the Scope of Services (**additional CGS services**) at any time then you may do so provided we agree to provide such additional CGS services and we both agree on the additional fees, and conditions associated with the provision of such additional CGS services, the charges payable for such additional CGS services and the date of commencement of such additional CGS services. The Scope of Services shall be updated accordingly from such commencement date.
- 27 **Governing Law** - This agreement shall be governed by the laws of New South Wales.
- 28 **Authority to sign this document** - The person signing this document on behalf of the Owners Corporation warrants and acknowledges to and for our benefit that it is duly authorised to sign this document and bind the Owners Corporation and Strata Managers accordingly, and indemnifies us in the event of a breach of this clause. If this document is not signed for any reason then it shall be taken to have been accepted on the earliest date we receive a work order from you, and the Term shall commence on and from that date accordingly.
- 29 **Authority of Strata Managers** - The Strata Managers further acknowledge they are duly authorised to act for and on behalf of the Owners Corporation and bind the Owners Corporation to this agreement accordingly. The Strata Managers will notify us if the Owners Corporation terminates or suspends its appointment for any reason. The Owners Corporation shall notify us if any new Strata Manager is appointed. Any new Strata Manager appointed shall be bound by this agreement as if they had signed the document below.
- 30 **Notices** - All notices and other communications under this agreement must be in writing but may be sent by email, fax, post or delivery by hand to the last known address of the intended recipient. We may communicate with the Strata Managers on all aspects relating to this agreement and any such communication with the Strata Manager shall be taken to be a communication served on the Owners Corporation, and vice versa.
- 31 **Strata Committee Members** - We care about the health and welfare of our employees and contractors. You acknowledge that all members of the strata committee shall abide by the following code of conduct in its dealings with us and/or any members of our team or any of our contractors.



- Always communicate in a polite and courteous way.
- Act honestly, be straightforward, genuine and sincere.
- Act ethically and be respectful of CGS Team Members.
- Act with integrity and objectivity.
- Do not provide false, misleading or deceptive information to CGS team members.
- Be objective, fair and not allow prejudice or bias to override that objectivity.
- Act in a lawful manner and comply with the law and all by-laws as may apply from time to time.
- Always declare a conflict of interest.
- Do not engage in any conduct that wrongfully brings disrepute to us or any member of our team.
- Keep us informed if there are any issues with the level of service by us or any of our team members.
- Ensure that its representatives and contractors are aware of and comply with the above.

The following additional conditions apply where we provide Building Management Services to you:

- 32 **Attendance at AGM or ECM** - If we are required to attend any AGM and ECM then we are entitled to charge an attendance fee at our standard hourly charge (noting a minimum charge of 2 hours is applicable).
- 33 **Call outs** - The following provisions apply in relation to call outs – ie when the Building Manager is required to visit the property to attend and deal with an issue onsite:
- **Authorised call outs** - For any authorised call outs that may be requested by the Strata Manager or any member of the strata committee from time to time - we shall be entitled to charge an hourly rate for such call out as per our current Schedule of Rates, plus all expenses incurred.
 - **Unauthorised call outs** - For all call outs that have not been duly authorised by the Strata Manager or any member of the Strata Committee from time to time - we shall be entitled to charge an hourly rate for such call out as per our current Schedule of Rates plus all expenses incurred. We suggest the Owners Corporation implement a 'by law' that allows for a false or unauthorised call outs to be charged to the individual lot owner.
 - **For all emergency call outs** - We shall be entitled to charge an hourly rate as per the Schedule of Rates plus all expenses incurred.
 - **After hours call outs** - After Hours Callouts will be charged at \$150 + GST per hour including travel time, plus any expenses incurred.
 - **Weekend and Public Holiday call outs** - Weekends & Public Holidays Callouts will be charged at \$150 + GST per hour including travel time, plus any expenses incurred.

Acceptance:

I _____ agree to Clean Green Strata Pty Ltd carrying out the above Services as per

These terms and conditions in regards to property _____ SP _____

I confirm I am duly authorised to sign this document for any on behalf of the above Owners Corporation and bind the above Owners Corporation accordingly.

Signed _____ Date: _____