

CORNERSTONE RENOVATIONS AND PROJECTS PTY LTD (ABN 39 695 278 070)

STANDARD TERMS AND CONDITIONS OF QUOTATION AND TENDER FOR RESIDENTIAL AND COMMERCIAL CLEANING AND CONCIERGE MATERIAL AND SERVICES CONTRACT (Residential and Commercial Quotation and Tender Terms and Conditions).



A) CLEANING SERVICES TERMS AND CONDITIONS.

Definitions

“Contractor” means CORNERSTONE RENOVATIONS AND PROJECTS PTY LTD (ABN 39 695 278 070) - CORNERSTONE, its successors and assigns or any person acting on behalf of and with the authority of Cornerstone.

“Customer” means the person/s ordering the Services as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally. Customer has the same meaning, and is interchangeable with the word ‘Client’.

“Services” means all Works, Services or Materials supplied by the Contractor to the Customer or Client at the Customer’s or Clients request from time to time.

Terms and Conditions: These terms and conditions constitute the full and complete service agreement (the “Agreement”) between you (the “Customer”) and Cornerstone of Woodcroft, Adelaide, 5162, Australia for the provision of Services by Cornerstone. Please take some time to review this Agreement. Use of our services constitutes your acceptance of these terms and conditions.

Heads of Agreement

- The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of any Services.
- These terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and the Contractor.
- Where the Customer is a tenant (and therefore not the owner of the land and premises where the Services are to be performed) then the Customer warrants that full consent has been obtained from the owner for the Contractor to perform the Services on the owner’s land and premises. The Customer acknowledges and agrees that they shall be personally liable for full payment of the Price for all Services provided under this agreement and to indemnify the

Contractor against any claim made by the owner of the premises (howsoever arising) in relation to the performance or completion of the Services by the Contractor except where such claim has arisen because of the gross negligence of the Contractor when performing or completing the Services.

- The Customer agrees that they shall upon request from the Contractor provide evidence that:
 - they are the owner of the land and premises upon which the Services are to be undertaken; or
 - where they are a tenant, that they have the consent of the owner for the Services to be completed on the land and premises where the Services are to be or are being undertaken.

Customer Responsibilities

The Customer acknowledges that;

- it is their responsibility to ensure that all Services the Contractor is required to perform or complete are of the correct type, size, rating, standard, quality, colour and finish, and are as specified and therefore, the Customer agrees to indemnify the Contractor against any costs incurred by the Contractor in rectifying such errors if required.
- Unless stated, the Contractor is not responsible for the removal of trade waste (including, but not limited to, contaminated soil stockpiling of excess spoil) from or clean-up of the home/building/construction site/s. This is the responsibility of the Customer or the Customer's agent. Under no circumstances will the Contractor handle removal of asbestos product.
- It is further agreed that the Customer will supply power, temporary lighting, toilet, eating and first aid facilities if required.

Compliance with Laws

The Customer and the Contractor shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services.

The Customer shall obtain (at the expense of the Customer) all licenses and approvals that may be required for the Services.

The Customer agrees that the site will comply with any work occupational health and safety laws health and safety (WHS) laws and any other relevant safety standards or legislation.

Terms and Conditions

1. Residential and Commercial Cleaning Services

1.1 Subject to the terms of this Agreement, Cornerstone agrees to provide residential and/or commercial cleaning services (the "Service") to the customer at an address specified by the Customer (the "Premises").

1.2 The Service will be for such cleaning duties as stipulated in Cornerstone' STANDARD CLEANING SPECIFICATIONS, or when alterations are made from the afore mentioned Specification with the Customer at the time of booking, it shall be agreed to in writing.

1.3 Cornerstone will provide one or more cleaners (the "Cleaner") to attend the Premises to provide the Service at a time and date mutually agreed between Cornerstone and the Customer (the "Service Time").

1.4 Cornerstone endeavours to provide the Service faithfully, diligently and in a timely and professional manner.

2. Additions and Amendments

2.1 Any changes to the Service to be provided must be agreed by Cornerstone prior to the Service Time.

2.2 If the Customer requires any additional services or variations at the time the Service is being performed, the Customer must first contact Cornerstone by telephone, who may agree to provide the additional services in its absolute discretion. Unless they are an owner of Cornerstone, 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 unless they are an owner of Cornerstone.

3. Customer Representations and Warranties

Customer represents and warrants that:

3.1 It will provide a safe working environment at the Premises for the Cleaner to perform the Service;

3.2 The Cleaner will have unencumbered and unobstructed access to those areas of the Premises requiring the Service;

3.3 It will provide the Cleaner with access to all services and utilities (including hot and cold water, electricity, and rubbish bins) as required by the Cleaner to provide the Service;

3.4 All cleaning equipment and materials provided by the Customer are safe, have not been tampered with and are in full working order;

3.5 It will advise Cornerstone prior to the commencement of the Service of any hazards, slippery surfaces, risks or dangers, at the Premises;

3.6 It is authorised to use the Premises and obtain the provision of Service;

3.7 If the Customer requires the Cleaner to clean behind or under any heavy items (e.g. a fridge, bookshelf, or other furniture), it will move those items prior to the commencement of the Service; and

3.8 It will secure or remove any fragile, delicate, breakable or valuable items, including cash, jewellery, works of art, antiques, food, or items of sentimental value prior to the commencement of the Service.

4. Health and Safety Risks

In addition to the representations and warranties set out in clause 3 above, the Customer acknowledges and agrees that:

4.1 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 Premises;

4.2 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.

4.3 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.

5. No Engagement of Cleaners

5.1 The Customer acknowledges Cornerstone invests significant resources in recruiting, selecting and training its Cleaners. Unless Cornerstone gives prior written permission, the Customer must not, directly or indirectly, engage, employ or contract with any Cleaner to provide any cleaning services to the Customer or any associate of the customer for any period during which services are provided by Cornerstone or for a period within 12 months after the conclusion of any Service.

5.2 The Customer acknowledges that Cornerstone may suffer loss and damage, including, without limitation consequential loss, as a result of a breach of this clause by the Customer.

6. Job Estimates

6.1 The actual price payable by the Customer is calculated on either:

a. an agreed fee for the outcome – i.e. a fixed fee for the outcome (the Services); irrespective of how long it takes (times can vary from Service to Service depending upon the condition of the Premises, or number of Cleaners working at the Premises;

b. the total number of hours worked by the Cleaner and/or by the quoted contracted time allocated at time of Contract signing or verbal/mobile text agreement.

6.2 Any price quoted by Cornerstone is an estimate only based on Cornerstone's experience, and based on information provided by the Customer. Subject to this clause, quotes are valid for a period of 30 days from the date of the quote.

6.3 If at the commencement or during the course of providing the Service, it is apparent that the actual cost of the Service will exceed the quote provided by Cornerstone, Cornerstone will provide the Customer with the option to pay an increased fee to complete the Service, or pay the quoted amount without the Service being completed.

6.4 The Customer must inform Cornerstone whether any cleaning services required is only short term at the time of quotation.

7. Bookings

7.1 The Customer may make a booking either in person either by, telephone, fax, email or on the Cornerstone website.

7.2 At the time of booking the Customer must provide details of any hazards, slippery surfaces, risks or dangers, ingrained dirt, grease or grime located at the Premises;

7.3 Cornerstone provides all quotations at the time of booking.

7.4 The Customer agrees to provide Cornerstone with their valid banking details at the time of booking, and authorises Cornerstone to debit any card with an amount equal to any service and/or cancellation fees that may apply under this Agreement.

7.5 Cornerstone reserves the right not to accept a booking for any reason.

8. Payment Terms

8.1 The Customer agrees to pay the price quoted by Cornerstone in full prior to or at the Service Time, unless otherwise agreed in advance with Cornerstone in which a 5-day account would be setup.

8.2 If no payment has been made by the Service Time, Cornerstone will use reasonable endeavours to contact the Customer for payment. In the event that Cornerstone cannot contact the Customer or payment is not made by the Service Time, the Customer will be deemed to have cancelled the Service, and the Customer must pay any cancellation fees or charges due set out in clause 16.

8.3 Payments may be made via credit card, bank transfer, cheque or in cash. The risk of payment by cheque through the post or by electronic funds transfer rests with the Customer.

8.4 Cheque payments should be made payable to Cornerstone.

9. GST

9.1 Unless specified otherwise, all prices and quotations are expressed to be exclusive of GST.

9.2 If GST is payable in respect of anything supplied to the Customer under this Agreement, then the amount which the Customer is obliged to pay for that supply (original amount) will (subject to the receipt of a valid tax invoice) be grossed up so that Cornerstone receives an amount which, after subtracting the GST liability of Cornerstone, results in Cornerstone retaining the Original Amount.

10. Late Payment Fee

10.1 Where Cornerstone has agreed to invoice the Customer for payment of fees after the Service has been completed, the Customer agrees to pay in full, all fees due, within 1 day of the invoice date.

10.2 The Customer agrees that if Cornerstone has not received payment in full for the Service within 5 days of the original invoice date then a late payment fee of \$15 applies per month.

10.3 In addition to the amounts set out above, the Customer agrees to indemnify Cornerstone for all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by Cornerstone in connection with a demand, action, or other proceeding (including mediation, out of court settlement or any action taken for recovery of debt from the Customer) arising out of a breach of these payment terms including the failure by the Customer to pay an amount by the due date.

11. Non-appearance If a Cleaner fails to attend the Premises within 1 hour of the Service Time and does not provide the requested Service, Cornerstone will provide the Customer at their discretion with either:

11.1 A full refund of payments made by the Customer; or

11.2 Reschedule the Service at another time mutually agreed between the Customer and Cornerstone.

12. Complaints If the Customer is dissatisfied for any reason with the Service provided, it must inform Cornerstone within 8 hours of completion of the Service. Cornerstone strives to achieve 100% customer satisfaction and will endeavour to resolve the problem quickly and efficiently. Subject to clause 13, Cornerstone may, at its discretion, offer the Customer either of the following:

12.1 A partial or full refund;

12.2 Re-supply of the Service without charge;

12.3 Such other remedy as deemed appropriate by Cornerstone.

13. Exclusions and Limitations

13.1 The only conditions and warranties which are binding on Cornerstone in respect of the state, quality or condition of goods and services supplied by Cornerstone to Customers are those imposed and required to be binding by statute (including the Competition and Consumer Act 2010).

13.2 To the extent permitted by statute, the liability, if any, of Cornerstone is, at Cornerstone's option, limited to and completely discharged by the resupply of the Service.

Cornerstone is not responsible for:

13.2.1 Not completing or providing the Service as a result of a breach of a warranty by the Customer in clause 3 (including a failure by the Customer to provide proper materials, cleaning equipment, utility services, a safe working environment or unencumbered access to the Premises); or

13.2.2 Any damages caused by defective cleaning materials or cleaning equipment provided by the Customer;

13.2.3 Not completing or providing the Service as a result of the Cleaner not proceeding for health and safety reasons under clause 4;

13.2.4 Any loss or damage incurred by the Customer or any third party as a result of the effects of a force majeure, being any event beyond the reasonable control of Cornerstone;

13.2.5 Not completing or providing the Service due to an act or omission of the Customer or any other person at the Premises during provision of the Service;

13.2.6 Existing dirt, wear, damage or stains that cannot be completely cleaned or removed;

13.2.7 Any wear or discolouring of fabric or surfaces becoming more visible once dirt has been removed;

13.2.8 Any loss incurred as a result of any breakage or damage to goods, items of value (including antiques, items of sentimental value) or the Premises; or

13.2.9 The cost of any key replacement or locksmith fees, unless keys were lost by Cornerstone or the Cleaner.

13.3 The Customer acknowledges that the results of any services provided may vary depending on a number of factors (including materials used, equipment provided, time elapsed since Premises was last cleaned, and nature of cleaning required), and that Cornerstone gives no guarantee as to the actual results of the Service.

13.4 Except to the extent provided in this clause, Cornerstone has no liability (including liability in negligence) to any person for any loss or damage, consequential or otherwise, suffered or incurred by that person in relation to the products or services provided by Cornerstone (including any loss caused by, or resulting directly or indirectly from, any failure, defect or deficiency or any kind of or in the products used or services provided by Cornerstone).

14. Indemnity

The Customer indemnifies Cornerstone against:

14.1 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 set out in clause 3, or where the liability of Cornerstone is excluded or limited by virtue of the provisions of clause 13 (whether the losses or liabilities are caused by the negligence,

breach of contract, breach of statutory duty or other act, omission, breach or failure of Cornerstone) irrespective of whether the provisions of clause 13 are declared void or severed from these terms; and

14.2 All legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by Cornerstone in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal) as a consequence of Cornerstone providing the services to the Customer and including any action taken for the recovery of the recovery of the debt from the Customer.

15. Accidents, Breakage, Damage & Theft

15.1 The Customer must inform Cornerstone of any incident where an accident, breakage, damage to property or theft has occurred due to any act of the Cleaner within 8 hours of completion of the Service.

15.2 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 Cornerstone within 8 hours of completion of the Service.

15.3 To the extent permitted by law, willful damage or loss to the following items is specifically excluded from the liability of Cornerstone under these terms and conditions: cash, jewellery, art, food, antiques, and items of sentimental value.

16. Cancellation Fees

16.1 The Customer must provide Cornerstone with at least 24 hours' notice prior to the Service Time, if they wish to suspend, postpone or cancel the Service for any reason.

16.2 In the event that such notice has been given, Cornerstone will endeavour to reschedule the Service if required.

16.3 In the event that the Customer does not provide 24 hours' notice prior to the commencement of the Service, the Customer agrees to pay a cancellation fee equivalent to 2.5 hours cleaning for administrative costs and loss.

17. Fee for Non-access to Premises In the event that the Customer does not provide unencumbered access to the Premises for Cornerstone or its Cleaners to provide the Service, the Customer agrees to pay a cancellation fee equivalent to 2.5 hours cleaning for administrative and travel costs.

18. Termination

18.1 This Agreement may be terminated by the Customer by providing at least 2 weeks' notice prior to the Service Time.

18.2 Subject to clause 18.3, Cornerstone may terminate this Agreement by providing the Customer with at least 1 weeks' notice prior to the Service Time.

18.3 Cornerstone may terminate this Agreement with immediate effect if the Customer is in breach of this Agreement, and in the opinion of Cornerstone, acting reasonably, that breach is incapable of remedy.

19. Privacy Policy

19.1 The Customer acknowledges that, subject to the provisions of the Privacy Act 2012 (Commonwealth), any information provided by the Customer may be used by Cornerstone for the purpose of providing the Service. Cornerstone 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).

19.2 The Customer agrees to Cornerstone 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.

19.3 Cornerstone will take all reasonable precautions to protect personal information provided by the Customer from loss, misuse, unauthorised access or disclosure, alteration or destruction.

20. Changes to this Agreement

20.1 Cornerstone reserves the right to update or modify these terms and conditions at any time with at least one week's prior notice, via letter or email and may do so by publishing an updated agreement on its website. Each updated agreement will take effect 1 hour after it has been published on the website.

20.2 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.

21. Law & Jurisdiction The Customer and Cornerstone acknowledge and accept that this Agreement shall be construed and interpreted in accordance with the laws of South Australia and both agree to submit to the exclusive jurisdiction of the courts of Adelaide in the event of any dispute.

22. 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.

23. Trademarks The name 'Cornerstone' is a registered business name and whether or not Cornerstone has registered a trademark for use with this business name, the Customer is prohibited from using, exploiting or misusing the name or any trademark associated therewith without first obtaining the prior written permission of Cornerstone.

24. Dispute Resolution

If a dispute arises between the parties to this contract, then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within seven (7) days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute. At any such conference, each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be:

- referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and
 - conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.
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B) CONCIERGE SERVICES TERMS AND CONDITIONS.

Now; in addition to the previous Terms and Conditions, our **Concierge Services Terms & Conditions of Business** are:

1. Interpretation

1.1 In these conditions: "Client" the person, customer, firm, company or organisation for whom Cornerstone has agreed to provide the Services in accordance with these conditions;

"Agreement" the Agreement for the provision of Services which shall be governed by these conditions; "Services" means the Services to be provided by CORNERSTONE to or for the Client; "Fee" means the fee payable by the Client to CORNERSTONE as notified by CORNERSTONE.

1.2 CORNERSTONE shall be entitled to alter and vary these conditions from time to time on reasonable written notice to the Client without any liability to the Client.

1.3 CORNERSTONE normal hours are 08:00 – 17:00 Monday to Friday. Where CORNERSTONE is required to provide Services outside these hours, CORNERSTONE shall may be entitled to charge for its Services at a higher hourly rate, the same shall be notified to the Client in writing.

1.4 Telephone calls between CORNERSTONE and the Client will not be recorded.

2. Supply of the Services (Requests)

2.1 CORNERSTONE shall provide the Services to the Client subject to these conditions or such other conditions as may be agreed in writing between CORNERSTONE and the Client.

2.2 Response time may vary depending upon the Request submitted.

2.3 The service permits the Client to request from CORNERSTONE any information or suggestions in relation to any personal needs or desires of the Client (including events, activities, venues, goods and services). CORNERSTONE reserve the right to refuse a Request if, in the opinion of CORNERSTONE, the Request is to be used by the Client for any immoral or unlawful purpose. CORNERSTONE's information and suggestions will be based upon the specific criteria provided to CORNERSTONE by the Client.

2.4 CORNERSTONE shall inform the Client from time to time of the type and nature of services CORNERSTONE are able to deliver, but shall not be liable to the Client in the event that a Request for these services are made and CORNERSTONE is not capable of fulfilling them at that time.

2.5 CORNERSTONE shall, within an agreed reasonable period of time, use all its reasonable endeavours to provide information and suggestions in response to the Clients Requests. If CORNERSTONE is unable to deal with any Requests, it will inform the Client as soon as reasonably possible.

2.6 If the Client is not satisfied with the services provided by CORNERSTONE, the Client must advise CORNERSTONE at the completion of the Request. The Client must demonstrate why the service is considered unsatisfactory. Refunds may be provided at CORNERSTONE's discretion.

3. Fees

3.1 As per Cleaning Terms and Conditions.

- 3.2 CORNERSTONE will not commence work on any Request until a valid credit card has been obtained or the Client has accepted these terms and conditions in writing.
- 3.3 Client credit card details provide security overall CORNERSTONE fees and third-party fees.
- 3.4 *Concierge-On-Standby* service is provided to Clients at \$105 incl GST per person per hour (\$1.75 per minute per person).
- 3.5 *Lifestyle Assistant* is provided to Clients at \$100 incl per month.

Submit unlimited simple Requests to your Lifestyle Assistant. A simple request is a direct booking, referral or purchase, it does not include extensive research or investigation.

Each Request must reasonably be completed in less than one hour from our offices. If we are unsure your Request can be successfully completed within 1 hour, your Lifestyle Assistant will discuss this with you ahead of commencing the Request.

Your first three (3) Requests each week will be given priority and the remainder will join the queue. Therefore, if you have a priority include deadlines in your Request.

If you need a larger project completed by your Lifestyle Assistant, they will help you book a Project. In addition, if you would like an errand run by your Lifestyle Assistant, they will book a Concierge-Help Service, both services incur a fee of an additional \$1.75 per minute.

- 3.6 *Book a Concierge Project* are provided to clients at \$105 per person per hour.
- 3.7 *Concierge-Help Service* is provided to clients at \$105 per person per hour. Clients will also be required to pay for any associated parking or tolls associated with the Concierge-Help Service.
- 3.8 Services provided by a third-party supplier will be charged directly to the Client.
- 3.9 Where CORNERSTONE pay a third party at the point of sale, a Service Fee of 10% will be added to the receipt issued by the third party. This fee is to reimburse CORNERSTONE for merchant fees, bank transaction fees and administrations fees associated with the management of such payment or such payments. For example, a third-party invoice of \$100 + 10% admin fee = \$110 payable to CORNERSTONE.

3.10 Fees and any additional sum due shall be paid by the Client (without any set-off, counterclaim or other deduction) **in advance on the day of service** or; if agreed to by Cornerstone, immediately after completion of the service.

3.11 CORNERSTONE shall be entitled to vary the Fees from time to time on written notice to the Client.

3.12 There are no lock in Contracts for any services. A *Lifestyle Assistant* service agreement can be cancelled at any time with 14 days written notice (to allow for processing).

3.13 The risk of payment by cheque through the post or by electronic funds transfer rests with the Client

4. Client's Responsibilities

4.1 Services provided by CORNERSTONE are provided expressly for the Clients and the Clients shall not use the Services for any improper, immoral, unlawful or any other purpose other than that for which the Client informs CORNERSTONE at the time of the initial request.

4.2 The Client shall immediately inform CORNERSTONE of the identity of any third party with whom the Client enters into a Contract or arrangement for sale of goods or supply of Services which result in the provision of Services by CORNERSTONE and CORNERSTONE shall be entitled to decline to provide such Services to such party without providing any reason.

4.3 Where CORNERSTONE has suggested a third-party supplier and CORNERSTONE has not been engaged to project manage the Service provided by the third-party supplier, the Client must use their own skill and judgement as to the quality, value and suitability of the third-party supplier.

4.4 The Client has the right to terminate Services of a third-party supplier suggested by CORNERSTONE, however any Fees incurred by CORNERSTONE in the co-ordination of that Service, or Fees incurred by the third-party supplier to the point of termination will be payable by the Client.

5 Liability

5.1 CORNERSTONE shall use all of its reasonable endeavours to provide the Services using reasonable care and skill and, as far as reasonably possible, in accordance with the Clients requests and instructions.

5.2 CORNERSTONE carry Public Liability Insurance. A Certificate of Currency can be provided upon request.

5.3 Where CORNERSTONE supply the Client with any goods or Services provided by a third party, CORNERSTONE do not give any warranty, guarantee, representation or other terms as to the quality, fitness for purpose or otherwise of the goods or services. The Client shall be required to seek compensation for any loss or damage suffered from such third party direct.

5.4 For the avoidance of doubt the Clients are deemed to be responsible for, and shall use their own skill and judgment as to the quality, value and suitability of any such information and suggestions and in relation to deciding whether to enter into any Contract with any third party for the supply of Services or sale of goods.

5.5 CORNERSTONE shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from requests or instructions supplied by the Client which are incomplete, incorrect or inaccurate or arising from their late arrival or non-arrival, or any other fault of the Client.

5.5 CORNERSTONE shall not be liable or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure, any of CORNERSTONE 's obligations in relation to the Services, if the delay or failure was due to any cause beyond CORNERSTONE's reasonable control.

5.6 CORNERSTONE, its staff and subcontractors shall not under any circumstances be liable for any damages of any kind arising out of, in connection with or relating to the services or works offered, being completed or completed at the client's premises, including without limitation any liability: -

- as a seller or reseller of any products or services,
- for any defective products,
- for any incorrect or inaccurate information,
- for statements or conduct of any third party on the client's premises,
- or for any other matter relating to the client's premises.

This is a comprehensive limitation of liability that applies to all damages of any kind, including without limitation any direct, indirect, special, incidental or consequential damages (including without limitation damages for loss of business, loss of profits, loss of good will, loss of use, loss of data, cost of procuring substitute goods, services or information, litigation or the like), whether based on breach of contract, breach of warranty, tort (including without limitation negligence), product liability or otherwise, even if the client advises of the possibility of such damages. Notwithstanding the foregoing, the sole and entire maximum liability of CORNERSTONE, its staff and subcontractors for any reason, and the client's sole and exclusive remedy for any cause or claim whatsoever, shall be limited to the amount paid by you for any product or service purchased by you from CORNERSTONE, its staff and subcontractors.

6 General

6.1 These conditions (together with any other terms and conditions agreed in writing between CORNERSTONE and the Clients) constitute the entire Agreement between the parties, supersede any previous Agreement or understanding and may not be varied except on notice from CORNERSTONE. All other terms and conditions express or implied by a statute or otherwise are excluded to the fullest extents permitted by Law.

6.2 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to the other party at its registered office or principal place of business or residential address (as the case may be) or such other address as may at the relevant time have been notified pursuant to the provision to the party giving notice. Any notice may be sent by facsimile transmission or email and notice shall be deemed to have been served on the expiry of 48 hours in the case of post or at the time of transmission in the case of facsimile or email transmission.

6.3 No failure or delay by CORNERSTONE in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by CORNERSTONE of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

6.4 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in parts, the validity of the other provisions of these conditions will still stand.

6.5 These conditions and the Agreement to which they relate shall be governed and construed in accordance with Australian Law.

6.6 Should any term(s) or condition(s) in any way be contradictory to any other term(s) or condition(s) in these Terms and Conditions; then the term(s) and condition(s) that favour(s) CORNERSTONE will be agreed to by the Client or Customer and enforceable by CORNERSTONE.

7. Indemnity

You agree to indemnify, defend and hold harmless CORNERSTONE, its staff and subcontractors against all claims, demands, causes of action, losses, expenses, damages and costs, including without limitation any reasonable solicitor's fees, resulting or arising from or relating to any services or works conducted by CORNERSTONE, its staff and subcontractors. The Client indemnifies CORNERSTONE:

7.1 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 Client set out in clause 3 of our Cleaning Terms and Conditions, or where the liability of CORNERSTONE excluded or limited by virtue of the provisions of clause 13 of our Cleaning Terms and Conditions (whether the losses or liabilities are caused by the negligence, breach of contract, breach of statutory duty or other

act, omission, breach or failure of CORNERSTONE) irrespective of whether the provisions of clause 13 of our Cleaning Terms and Conditions are declared void or severed from these terms; and

7.2 All legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by CORNERSTONE in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal) as a consequence of CORNERSTONE providing the services to the Client and including any action taken for the recovery of the recovery of the debt from the Client.

8. Accidents, Breakage, Damage & Theft

8.1 The Client must inform CORNERSTONE of any incident where an accident, breakage, damage to property or theft has occurred due to any act of the Concierge within 8 hours of completion of the Service.

8.2 To the extent permitted by law, the Client is not entitled to claim any loss for any incident if the incident is not reported to CORNERSTONE within 8 hours of completion of the Service.

8.3 To the extent permitted by law, willful damage or loss to the following items is specifically excluded from the liability of CORNERSTONE under these terms and conditions: cash, jewellery, art, antiques, food and items of sentimental value.

_____ *Fin* _____