

TERMS & CONDITIONS

1. Services

a. General

These terms and conditions constitute the full and complete service agreement (the "Agreement") between you (the "Customer") and A Plus Cleaning Corp ("A+ CLEANING" or "A+ ") of PO Box 13, Toronto, ON M3J 3N2 for the provision of services by A+ Carpet Cleaning Inc.

- i) The Service will be as agreed with the Customer at the time of booking.
- ii) Any changes to the Service must be agreed by A Plus Cleaning Corp. prior to the Service Time.
- iii) If the Customer requires any additional services or variations at the time the Service is being performed, the Customer must first contact A Plus Cleaning Corp. by telephone, who may agree to provide the additional services in its absolute discretion. Technician is not authorized to agree to any changes to the Service being provided. The Customer must not request such changes directly from the technician.
- iv) Pricing for provision of services for residential clients is in accordance with services selected as advertised on <https://apluscc.ca/residential-cleaning-services/pricing-residential/>.
- v) Pricing for provision of services for businesses and commercial clients is in accordance with services selected as advertised <https://apluscc.ca/commercial-cleaning-services/commercial-pricing/>.
- b. Carpet Cleaning, ("Carpet Steam Cleaning"), ("Carpet Hot-Water Extraction").
 - i) All freestanding small furniture/items/things must be moved by the customer prior to the service, moving furniture may incur extra fees and is up to the sole discretion of A Plus Cleaning Corp.
 - ii) Additional fees for stairs, heavily soiled carpet, machine fiber agitation/brushing, pet stains enzyme treatment, pet hair removal, deodorization, carpet protector application.
 - iii) Drying time can take anywhere from 4 to 24 hours for carpets to dry, depending on factors such as airflow, temperature, humidity and fabric thickness
- c. Upholstery Cleaning, ("Upholstery Steam Cleaning"), ("Upholstery Hot-Water Extraction").
 - i) Customer is responsible for removing any items/things (ex: loose change, jewelry) from inside furniture cracks and in between cushions. A Plus Cleaning Corp. cannot be held responsible for any item being vacuumed into extraction machinery.
 - ii) Upholstery cleaning process consists of upholstery shampoo application, hand brush agitation of heavily soiled areas, and hot/cold water extraction.
 - iii) Additional fee applies for cleaning of rear side of the furniture if not provided with access, stain treatment, heavily soiled furniture, pet stains enzyme treatment, pet hair removal, deodorization, upholstery fiber protector.
 - iv) Drying time can take anywhere from 4 to 24 hours for carpets to dry, depending on factors such as airflow, temperature, humidity and fabric thickness
 - v) Mattresses are cleaned from top and sides only, cleaning underside surface will be an extra charge.
- d. Stains
 - i) Stains derived from bleaching agents, acids and permanent dyes may be permanent and cannot be removed with any treatment. A Plus Cleaning Corp. and cleaning technician(s), does not guarantee stain removal for permanent stains and cannot be responsible for any pre-existing condition that is not apparent upon visual inspection of the items.
 - ii) A Plus Cleaning Corp. does not assume any liability for damages when treating stains.
 - iii) Technician(s) will do their best to treat all stains, sometimes it may result in fiber discoloration, bleaching, breakdown due to various factors like (carpet fiber material, stain content and age, chemical reaction with previously applied soaps/chemicals, etc.) By proceeding with our service Customer understands and agrees that A Plus Cleaning Corp cannot be held responsible for such damages.
- e. Area/Oriental Rug Washing, ("Area Rug Cleaning").
 - i) A Plus Cleaning Corp. cannot be responsible for any pre-existing condition that is not apparent upon visual inspection of the Premises.
 - ii) Some dyes used in rugs are not fast or may weaken with age. We make every effort to control dye bleeding but cannot be held responsible for any transfer of dyes through the washing process.
 - iii) Manufacturers do not pre-shrink soft floor coverings, therefore we cannot assume any responsibility for rug shrinkage due to the washing process, although we will do our best to control it.
 - vi) Most rugs use latex to seal the pile into the primary backing. Latex dries and deteriorates over time, we assume no responsibility for any damage of rugs due to latex breakdown.
 - vii) All silk rugs may become slightly hard after washing process, due to the nature of silk.
- f. Tile and Grout Cleaning, ("Tile & Grout Cleaning").
 - i) Tile and grout washing consist of application of alkali degreaser, hand/machine brush scrubbing and hot/cold water extraction.
 - ii) Grout color restoration/brightening is achieved through application of acidic cleaning solution, suitable for manmade tiles only, not for natural stone application. Customer must inform A Plus Cleaning Corp. and its employees/subcontractors of the type of material that is being cleaned.
 - iii) A Plus Cleaning Corp. does not assume any liability for any damages caused during provided services as a result of pre-existing conditions (ex: cracked tiles, loose grout, etc.)
 - iv) Additional fee applies for grout brightening, tile and grout finish stripping, tile and grout sealant application, caulking application, grout restoration.
- g. Window Cleaning, ("Window Washing").
 - i) All windows must be closed on washday before cleaning. Any open windows which cannot be closed will not be washed.
 - ii) Customer must ensure that all items to be cleaned are structurally sound prior to cleaning.
 - iii) A Plus Cleaning Corp. reserves the right to charge more for unreasonably dirty windows.
 - iv) Full access is required on the day of the cleaning. We are unable to move any obstacles which may inhibit cleaning. All screens, signage, stickers, postings, etc. are required to be removed by the customer in advance of our arrival.
 - v) Removal of signage, stickers, etc. will result in additional fee.

2. Customer Representations and Warranties

The Customer represents and warrants that:

- a) It will provide a safe working environment at the Premises for the Cleaning Technician to perform the Service; and the Cleaning Technician is to have unencumbered and unobstructed access to those areas of the Premises requiring the Service;
- b) Customer will provide the Cleaning Technician with access to all services and utilities (including hot and cold water, electricity, rubbish bins, drain/sanitary facilities) as required by the Cleaning Technician;
- c) It will advise A Plus Cleaning Corp. prior to the commencement of the Service of any hazards, slippery surfaces, risks or dangers.
- d) Cleaning Technician is authorized to use the Premises and for the provision of Service;

3. Health and Safety Risks

In addition to the obligations and warranties set out in clause 2 above, the Customer acknowledges and agrees that:

- a) The Cleaning Technician is entitled to undertake a job safety analysis before the commencement of any work to assess the health and safety risk at the Premises;
- b) The Cleaning Technician 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 Carpet Cleaner, a risk to health and safety.

c) Moisture on your furniture and carpets can present a slip hazard on nearby hard surface areas, we ask that the Customer avoid any areas that we are cleaning, and will advise any other guests, residents or contractors of this hazard until the carpets are dry.

d) The Customer must agree to keep children, dependents and pets away from any equipment or hot water being used as a part of the carpet and upholstery cleaning process.

e) Carpet cleaning solutions should be considered poisonous and are not for human consumption.

4. Refunds & Guarantees

If you're not 100% satisfied with the quality of the cleanliness of any of the serviced areas, please contact us within 24 hours of your appointment. We will re-visit your home or office at no extra charge. However, due to the subjective nature of the cleaning industry, we do not offer refunds to customers. Gift Certificates are non-refundable and cannot be exchanged for cash or credit.

5. Exclusions and Limitations

a. To the extent permitted by statute, the liability, if any, of A Plus Cleaning Corp. is, at A Plus Cleaning Corp.'s option, limited to and completely discharged by the resupply of the Service. A Plus Cleaning Corp. is not responsible for:

- i) Not completing or providing the Service as a result of a breach of a warranty by the Customer in clause 2 (including a failure by the Customer to provide utility services, a safe working environment or unencumbered access to the Premises); or
- ii. Not completing or providing the Service as a result of the Cleaning Technician not proceeding for health and safety reasons under clause 3;
- iii. 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 A Plus Cleaning Corp.;
- iv. 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;
- v. Wear, damage or stains that cannot be completely cleaned or removed;
- vi. Any wear or discoloration of fabric or surfaces becoming more visible once dirt has been removed;
- vii. Any loss incurred as a result of any breakage or damage to goods, items of value or the Premises; or
- viii. The cost of any key replacement or locksmith fees, unless keys were lost by A Plus Cleaning Corp. or the Carpet Technician.

b. Except as provided in this clause, all conditions and warranties implied by law in respect of the state, quality or condition of the Service which may apart from this clause be binding on A Plus Cleaning Corp. are excluded.

c. The Customer acknowledges that the results of any services provided may vary depending on several factors (including time elapsed since items were last cleaned and nature of carpet, upholstery, tile and grout, area rugs, and windows cleaning required), and that A Plus Cleaning Corp. gives no guarantee as to the actual results of the Service.

d. Except to the extent provided in this clause, A Plus Cleaning Corp. 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 A Plus Cleaning Corp. (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 A Plus Cleaning Corp.).

6. Indemnity

The Customer indemnifies A Plus Cleaning Corp. against:

- a. 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; and
- b. All legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by A Plus Cleaning Corp. in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal and including any action taken for the recovery of a debt from the Customer).

7. Accidents, Breakage, Damage & Theft

a. The Customer must inform A Plus Cleaning Corp. of any incident where an accident, breakage, damage to property or theft has occurred due to any act of the Cleaning Technician within 24 hours of completion of the Service.

b. 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 A Plus Cleaning Corp. within 24 hours of completion of the Service.

c. To the extent permitted by law, damage or loss to the following items is specifically excluded from the liability of A Plus Cleaning Corp. under these terms and conditions: cash, jewelry, art, antiques, and items of sentimental value.

8. Fee for Non-Access to Premises

If the Customer does not provide access to the Premises for A Plus Cleaning Corp. or its Cleaning Technicians to provide the Service, the Customer shall pay a cancellation fee equivalent to the minimum charge of \$90.00 (inclusive of HST) for administrative and travel costs.

9. Payment Terms

- a. The Customer agrees to pay the price quoted by A Plus Cleaning Corp. in full prior to or at the Service Time, unless otherwise agreed in advance with A Plus Cleaning Corp.
- b. If no payment has been made by the Service Time, A Plus Cleaning Corp. will use reasonable endeavors to contact the Customer for payment. In the event that A Plus Cleaning Corp. 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 8.
- c. Cheque payments should be made payable to **A Plus Cleaning Corp.** If a payment is made by cheque, then the Customer guarantees that there are sufficient funds in the cheque account to meet the payment of the cheque. If, for any reason whatsoever the cheque is not honored, then the Customer will meet all additional costs incurred by the company. The minimum charge the Customer will incur for each dishonored cheque will be \$40.00.

10. Late Payment Fee

- a. Where A Plus Cleaning Corp. 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 15 days of the invoice date.
- b. The Customer agrees that if A Plus Cleaning Corp. has not received payment in full for the Service A finance charge of 2% per month (24% annually) will be charged on all past due balances.
- c. A Plus Cleaning Corp. reserves the right to pass the debt on to a collection agency and refer the Customer's personal details to credit reporting agencies if the Customer's account remains overdue past this point. This will incur additional charge.
- d. In addition to the amounts set out above, the Customer agrees to indemnify A Plus Cleaning Corp. for all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by A Plus Cleaning Corp. 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 terms including the failure by the Customer to pay an amount by the due date.