### **Terms and Conditions for Magic Carpet Care**

Last Updated: 20 July 2025

These Terms and Conditions ("Terms") govern the provision of carpet cleaning services by Magic Carpet Care ("we," "us," or "our") to you, the client ("you" or "your"). By booking or using our services, you agree to be bound by these Terms. Please read them carefully.

#### 1. Definitions

"Services": Refers to the carpet cleaning, upholstery cleaning, and any related services provided by Magic Carpet Care.

"Client" / "You": The person or entity engaging Magic Carpet Care for Services.

"Premises": The location where the Services are to be performed.

"Booking": The confirmed agreement for Services at a specific date and time.

2. Acceptance of Terms

By booking our Services, you acknowledge that you have read, understood, and agree to these Terms. These Terms constitute a legally binding agreement between you and Magic Carpet Care.

- 3. Services Provided
- 3.1. We will provide carpet cleaning services using industry-standard equipment and cleaning solutions.
- 3.2. We reserve the right to refuse or postpone any service if, in our professional opinion, the Premises or items to be cleaned pose a health or safety risk to our technicians, or if the requested service is beyond our scope or capability.
- 3.3. While we strive for the best possible results, we cannot guarantee the complete removal of all stains, odours, or damage, particularly those that are permanent, set-in, or caused by irreversible damage to the carpet fibres.
- 4. Customer Obligations
- 4.1. Access: You must provide clear, safe, and unobstructed access to the areas to be cleaned and to all necessary utilities (e.g., water, electricity).
- 4.2. Preparation: You are responsible for moving all delicate, fragile, or valuable items, and any small furniture (e.g., chairs, tables, lamps) from the areas to be cleaned prior to our arrival. Our technician may assist with moving larger, non-fragile furniture (e.g., sofas, beds) at their discretion, provided it is safe to do so. We are not responsible for damage to items not moved by you.
- 4.3. Disclosure: You must inform us of any pre-existing damage, special cleaning instructions, or known issues with the carpets or upholstery (e.g., delicate fibres, previous cleaning attempts, pet accidents) prior to the commencement of Services.
- 4.4. Pet Waste: While we can treat pet stains and odours, we require that all solid and liquid pet waste be removed from the carpeted areas prior to our arrival. Failure to do so may incur additional charges or prevent us from performing the service effectively.
- 4.5. Supervision: For residential properties, an adult must be present at the Premises at the start and end of the service to provide access, discuss requirements, and inspect the completed work. For commercial properties, a designated representative must be available.

- 5. Pricing and Payment
- 5.1. All prices quoted are in Australian Dollars (AUD) and are subject to change without prior notice, although we will honour quotes provided for a period of 30 days from the date of the quote.
- 5.2. A detailed quote will be provided before commencing work. Any additional services requested on-site or unforeseen circumstances requiring extra work (e.g., excessive staining, additional rooms) may incur additional charges, which will be discussed with you prior to proceeding.
- 5.3. Payment is due in full upon completion of the Services, unless otherwise agreed in writing. We accept cash, bank transfer, credit card and PayPal.
- 5.4. For commercial clients or larger jobs, a deposit may be required. This will be communicated at the time of booking.
- 5.5. Overdue payments may incur late fees or interest charges as permitted by Western Australian law.
- 6. Cancellations and Rescheduling
- 6.1. If you need to cancel or reschedule a Booking, we require at least 48 hours' notice.
- 6.2. Cancellations or rescheduling requests made with less than 48 hours' notice may incur a cancellation fee of \$75.
- 6.3. If our technician is unable to gain access to the Premises at the agreed time, or if the Premises are not adequately prepared, a call-out fee or the full service fee may be charged.
- 7. Pre-existing Damage and Conditions
- 7.1. We will conduct a visual inspection of the areas to be cleaned prior to commencing work. We are not responsible for pre-existing damage, wear and tear, or conditions that may become more apparent after cleaning (e.g., sun fading, carpet delamination, bleach spots, permanent stains).
- 7.2. We will bring to your attention any concerns regarding the condition of your carpets or upholstery before we begin cleaning.
- 8. Guarantees and Complaints Procedure
- 8.1. We strive for customer satisfaction. If you are not satisfied with the quality of our Services, you must notify us within 48 hours of the service completion.
- 8.2. We will arrange a re-inspection and, if deemed necessary, re-clean the affected areas at no additional charge. This re-clean must be scheduled within 7 days of the initial service.
- 8.3. This guarantee does not apply to issues arising from pre-existing damage, improper maintenance by the client, or conditions beyond our control.
- 8.4. Any claims for damage must be reported immediately and supported by photographic evidence where possible.
- 9. Limitation of Liability
- 9.1. To the extent permitted by law, Magic Carpet Care shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) your access to or use of or inability to access or use the Services; (b) any conduct or content of any third party on the Services; (c) any content obtained from the Services; and (d) unauthorized access, use, or alteration of your transmissions or content.

- 9.2. Our total liability for any claim arising out of or relating to these Terms or the Services shall not exceed the amount paid by you for the specific Services giving rise to the claim.
- 9.3. We will take all reasonable care during the provision of Services. However, we are not liable for damage to items not moved by you, or for damage resulting from pre-existing conditions of the Premises or items being cleaned.

# 10. Privacy Policy

We collect and use your personal information solely for the purpose of providing our Services and managing our business operations. We will not share your information with third parties unless required by law or with your explicit consent. Our full Privacy Policy is available upon request or on our website.

# 11. Governing Law

These Terms and Conditions are governed by and construed in accordance with the laws of Western Australia, Australia. You irrevocably submit to the exclusive jurisdiction of the courts in Western Australia.

# 12. Force Majeure

We shall not be liable for any delay or failure to perform our obligations under these Terms if such delay or failure is caused by circumstances beyond our reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labour, or materials.

### 13. Severability

If any provision of these Terms is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of these Terms, which will continue in full force and effect.

#### 14. Entire Agreement

These Terms constitute the entire agreement between you and Magic Carpet Care regarding the Services and supersede all prior agreements, understandings, and representations, whether oral or written.

#### 15. Contact Information

If you have any questions about these Terms, please contact us at:

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