## Effective as of 01/01/2025

These Terms and Conditions (the "Agreement") govern the provision of pressure washing and soft washing services (the "Services") by Ecoblast Pressure and Soft Wash ("Ecoblast," "we," "us," or "our") to the customer ("Customer" or "you"). By hiring Ecoblast to perform any pressure washing or soft washing service, you agree to be bound by the following terms and conditions.

## **1. Services Provided**

Ecoblast provides pressure washing and soft washing services for residential and commercial properties, including but not limited to cleaning of houses, roofs, driveways, patios, walls, fences, and outdoor surfaces. Additional services may include concrete sealing/painting, roof painting, solar panel cleaning, gutter cleaning, house washing, and salt/corrosion removal.

# 2. Payment Terms

- The Customer agrees to pay the total amount for the services upon completion of the job or as per the agreed-upon payment schedule, whichever is applicable.
- All payments must be made in Australian Dollars (AUD).
- Payments may be made via bank transfer, or cash.
- If the Customer fails to make payment within 7 days of the invoice date, a late fee of \$50.00 will apply for each day the payment is overdue.
- In the case of cancellation by the customer within 48 hours of the scheduled job, the customer agrees to pay a cancellation fee of 20% of the quoted job amount

### **3.** Customer Obligations

- The Customer must provide Ecoblast with accurate information regarding the areas to be cleaned and any potential hazards that may affect the Services.
- The Customer agrees to ensure that all pets, children, and other persons are kept at a safe distance from the work area during the provision of the Services.
- The Customer agrees to remove any fragile, valuable, or unnecessary items from the work area to avoid damage.
- The Customer is responsible for ensuring that all access points to the property are clear and safe for Ecoblast to perform the Services.
- The Customer is responsible for notifying their neighbours of the scheduled job and ensuring that any items or structures that may be affected by the Services, including but not limited to vehicles, outdoor furniture, or plants, are moved or protected prior to the commencement of the work. Ecoblast is not liable for any damage caused to neighbouring properties or items if proper notification and preparation were not made by the Customer.

# 4. Property Damage and Liability

- Ecoblast will take all reasonable care to prevent damage to your property during the provision of Services. However, the Customer acknowledges and accepts that accidents may occur during pressure washing or soft washing.
- Ecoblast is not responsible for pre-existing conditions such as loose paint, old or damaged materials, cracked surfaces, organic pigment, improperly cured paint, insufficient plumbing or other conditions that may cause further damage during pressure washing or soft washing.
- The Customer is responsible for notifying Ecoblast of any known defects, fragile items, or materials that may be at risk during the cleaning process.
- Ecoblast is not liable for any peeling, flaking, or deterioration of concrete sealing/painting or roof painting once applied. Additionally, Ecoblast makes no warranty on the longevity of sealing, painting, or other coatings applied.



• In the event that roof tile pointing repairs are performed by Ecoblast, the customer acknowledges that repairs may not prevent further damage or issues due to ongoing wear, weather, or other factors. Ecoblast does not guarantee the durability or any roofing repairs.

### 5. Plants, Landscaping, and Surroundings

- Ecoblast will take reasonable precautions to avoid damage to plants, landscaping, and surrounding structures. However, the Customer agrees that pressure washing can sometimes affect delicate plants or garden features, and Ecoblast is not liable for any incidental damage to vegetation, soil, or decorative items.
- The Customer must notify Ecoblast of any specific areas of concern regarding plants, trees, or landscaping that require special care.

# 6. Safety and Risks

- The Customer acknowledges that pressure washing and soft washing involve certain inherent risks, including but not limited to water exposure, slippery surfaces, and potential exposure to hazardous chemicals.
- Ecoblast will take appropriate safety measures to minimise risks but is not liable for any injury or damage resulting from the normal course of performing the Services.

## 7. Weather Conditions

• Ecoblast reserves the right to cancel or reschedule the Services in the event of inclement weather, including rain, strong winds, or extreme temperatures. If such conditions arise, Ecoblast will work with the Customer to reschedule the Services at the earliest convenience.

### 8. Indemnity

• The Customer agrees to indemnify and hold Ecoblast, its employees, contractors, and agents harmless from any claims, losses, liabilities, or damages arising from the Customer's failure to comply with these Terms and Conditions, including but not limited to claims resulting from negligence, misuse, or the improper maintenance of surfaces before or after cleaning.

### 9. Termination and Cancellation

- Either party may terminate this Agreement 48hrs prior to commencement with written notice. In the event of cancellation by the Customer after work has commenced, the Customer agrees to pay for any work completed up to the point of cancellation.
- In the case of cancellation by the customer within 48 hours of the scheduled job, the customer agrees to pay a cancellation fee of 20% of the quoted job amount.
- Ecoblast reserves the right to terminate this Agreement if the Customer fails to comply with any of these Terms and Conditions or if Ecoblast determines that it is unsafe or impractical to continue the Services.

### **10. Privacy and Confidentiality**

• Ecoblast agrees to treat any personal information provided by the Customer in accordance with the Privacy Act 1988 (Cth) and other applicable Australian privacy laws. We will not disclose any personal information to third parties without the Customer's consent, except as required by law.



### 11. Force Majeure

• Ecoblast is not liable for any delay or failure to perform the Services if the delay is caused by circumstances beyond its reasonable control, including but not limited to acts of nature, war, labour strikes, or government actions.

### 12. Dispute Resolution

• In the event of a dispute arising under this Agreement, the parties agree to attempt to resolve the dispute through informal negotiations. If the dispute is not resolved within 7 days, the parties agree to submit the dispute to mediation or another alternative dispute resolution process before seeking legal recourse.

# 13. Amendments

• Ecoblast reserves the right to amend these Terms and Conditions at any time. Any amendments will be communicated to the Customer and will be effective immediately upon posting on our website or otherwise notifying the Customer.

### 14. Governing Law

• This Agreement is governed by the laws of New South Wales, Australia. Any legal action or proceeding related to this Agreement shall be brought exclusively in the courts of New South Wales.

### 15. Severability

• If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remainder of the Agreement shall remain in full force and effect.

### **16. Entire Agreement**

• This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings or agreements, whether written or oral, regarding the subject matter herein.

By accepting a quote with Ecoblast the Customer confirms that they have read, understood, and accept these Terms and Conditions.

