

Exceed Home Care Club and Service Agreement

This agreement covers cleaning services supplied by Exceed Carpet Cleaning in the ACT and NSW and, if selected below, Home Care Club membership. Read all seven pages and your service order before signing. A monthly investment buys Cleaning Credit; it does not include a clean every month.

Your agreement details

Supplier: Nicholas David Martinuzzi trading as Exceed Carpet Cleaning, ABN 67 181 260 117 (Exceed, we, us).

Business correspondence: admin@exceedcarpetcleaning.com.au | 0468 000 521.

Contact: 0468 000 521 | admin@exceedcarpetcleaning.com.au Website: exceedcarpetcleaning.com.au

Customer full name / legal entity: _____

Service address and postcode: _____

Email and mobile: _____

Choose one option

Select	Option	Monthly investment	Cleaning Credit added
☐	Service only	\$0	\$0
☐	Tailored Home Care Club plan	\$ _____	The same amount

All amounts are Australian dollars. There is no joining fee or minimum membership term. Investments repeat monthly until you pause or cancel. Each successful investment is added dollar-for-dollar as Cleaning Credit. Paid credit has no expiry and unused paid credit is refundable without an administration fee.

Cleaning Credit can pay for all Exceed services at the published or separately agreed price. Active Home Care Club members receive the 10% member discount described in clause 3. Bookings are separately priced and subject to available appointments. Give at least 24 hours notice to change or cancel a service without a booking cancellation charge.

Home Care Club membership terms

Clauses 1 to 7 apply only when you select a Home Care Club plan. Service-only customers can skip to page 3.

1 Starting membership and payments

Membership starts after the first monthly investment is successfully paid. We confirm the plan, amount, dates and cancellation options. Each successful monthly payment adds the same amount of paid credit. Pending or failed payments add no credit. We charge no failed-payment fee. If a scheduled payment fails, we notify you and pause future credit additions until an agreed monthly payment succeeds. Confirmed booking prices remain unchanged. No debt accrues for future paused investments. Restarting or collecting a missed investment requires your agreement to the amount and date, with no new waiting period.

2 Your paid credit

One paid credit is worth AU\$1 toward Exceed services, including separately quoted services and agreed travel or service charges. Voluntary top-ups require separate approval and add their paid amount only. They do not activate membership. You cannot spend future investments or funds already reserved for another booking. Credit is held as an account balance with Exceed for services; it is not a bank deposit, does not earn interest and is not protected by a bank deposit guarantee. It is not a transferable payment facility.

Paid credit does not expire and attracts no account or inactivity fee. You may request a balance and transaction record by phone or email, including after cancellation. Any available portal is an additional access method. If a balance is disputed, we investigate promptly, explain corrections and maintain access to undisputed amounts. We do not erase legitimate credit merely because a payment or account is being investigated.

3 Service pricing and credit value

While membership is active and paid up, a member receives 10% off Exceed's current standard cleaning prices from the first service booked after membership starts. The discount is not retrospective and is not a price lock. It is applied to the standard service price before available Cleaning Credit, with any remaining amount paid by card. Each AU\$1 of paid Cleaning Credit reduces the discounted amount due by AU\$1.

The member discount cannot be combined with another percentage discount unless Exceed agrees. Separately quoted travel charges, repairs, specialist treatments and severe contamination work are excluded unless the booking confirmation expressly includes the discount.

Before confirming a booking, we provide the service, package, quantities, minimum charges, separate fees and total estimate or quote. The confirmed price remains agreed for the confirmed scope unless you expressly accept a variation. Cleaning Credit is a payment method and does not change the underlying service price.

4 Pause or cancel membership

You may pause or cancel at any time without a fee by calling 0468 000 521 or emailing admin@exceedcarpetcleaning.com.au. Whenever we offer online membership signup, we also provide an easy online cancellation method. Your request takes effect when received, or on a later date you choose. We confirm it and stop future collections. If a collection already in progress cannot be stopped, we refund it promptly unless you choose to retain it as paid credit.

No minimum number of investments is required. Cancellation stops future monthly investments but preserves confirmed booking prices and existing paid credit. Cancelling membership does not cancel a cleaning booking; tell us separately if you want to change that booking. A paused membership restarts only on the date and amount you expressly agree.

5 Refund of unused paid credit

You may request a refund of unused paid credit at any time, including while a member. We impose no refund, administration or membership cancellation fee. We identify any credit already committed to a confirmed service and ask whether you want that booking retained or cancelled. Undisputed unused credit is refunded without delay; our target is to process it within five business days, with bank timing additional. A genuine unresolved allocation is explained and does not delay the undisputed balance. Refunds normally return to the original payment method, or an agreed verified alternative.

Offers bookings and payment

Each booking has its own agreed scope and price. A membership payment alone does not book a visit.

6 Changing plans and terms

A plan change takes effect on the date and investment you accept. The changed monthly investment affects future Cleaning Credit additions only. Existing paid credit keeps its dollar value. No additional investment is collected without your approval.

We give at least 30 days notice of a proposed material change to membership terms, investment or benefits. A investment increase or reduction in your existing benefits requires your express agreement; silence is not acceptance. Otherwise your existing terms continue unless the membership is lawfully ended under clause 7. Changes never retrospectively reduce paid credit, remove earned entitlements or increase a confirmed price for unchanged work. You can cancel and obtain a refund of unused paid credit.

7 Ending membership by Exceed

We may end membership if we cease offering the program or cannot reasonably continue supplying it, on at least 30 days notice. For a material breach, we explain the issue and allow a reasonable opportunity to fix it where appropriate. We may restrict access immediately only as reasonably necessary to respond to fraud, threats or a serious safety risk, and explain the reasons where lawful. Ending membership does not forfeit paid credit or earned rights. We refund unused paid credit and honour confirmed bookings or offer the refund and other remedies required by law.

8 Referral and promotional credits

Any referral or promotional-credit offer has separate conditions supplied before you participate, including eligibility, benefit, dates and any usage limits. The agreement alone does not activate a referral offer. Reward credit is promotional value, separate from money you paid, and is not redeemable for cash unless law requires otherwise. We do not retrospectively add expiry or usage restrictions to an earned reward. An error or fraudulent award can be corrected after we explain the reason and allow you to raise a dispute.

Promotional or reward credit is applied under its disclosed conditions after any applicable member discount. Paid credit remains a dollar-for-dollar payment method.

9 Your service order and estimate

Before booking, we provide a service order or itemised confirmation identifying the address, services, package, quantities, exclusions, appointment, price basis, minimum charges, any travel charge and payment breakdown. Page 7 is a reusable service-order form; an electronic order containing the same details may be used. All consumer prices include GST where applicable and disclosed unavoidable charges. There is no added card surcharge under this agreement.

An online calculation is an estimate based on your details. We may need to check measurements, materials, condition and access. If these materially change the work or price, we explain why and obtain your express acceptance of a revised amount before proceeding. We do not treat silence or property access as approval of extra work. You may decline additional work. We then perform any agreed separable work or cancel the affected work and refund or release its unused allocation. Any cancellation charge must satisfy clause 13.

10 Confirming and paying for a booking

A booking is confirmed when we issue confirmation after checking the address, service area, suitable appointment time and required payment. An estimate or displayed slot alone is not confirmation. At checkout, you select the available credit to apply and authorise the stated card shortfall. We reserve credit and allocate the card prepayment to that booking; we do not collect the same amount again after service. Credit is redeemed once against the completed service invoice. Surplus credit is released and excess card prepayment refunded. Extra work and charges need a separately accepted amount and payment authority.

Service visits and cancellations

Please tell us about access constraints and known material concerns before the visit so we can plan suitable treatment and appointment time.

11 Access and preparation

You must have authority to request work at the property and provide safe, reasonable access at the agreed time. Tell us about stairs, parking restrictions, access codes, pets, fragile items and known damage or previous treatments relevant to the clean. You need only disclose facts reasonably known to you. Before booking, we identify any water, electricity or parking we require and what furniture moving is included. Please remove valuables and small loose items from the work area and secure pets and children away from equipment. We do not move unusually heavy, fragile, fixed or unsafe items without a separate agreement.

12 Inspection treatment and care

We use reasonable care and skill to select suitable methods and inspect or test materials where appropriate. We explain material treatment risks we identify, such as colour instability or weakened backing, before affected work. We may decline or stop an unsafe or unsuitable treatment and discuss alternatives. Consent to an identified risk is not a release from responsibility for our lack of care or other legal obligations.

Cleaning may not remove permanent staining, wear, discolouration or odours within underlying materials. Protection does not prevent every stain. Drying times depend on the material, weather, ventilation and condition and are estimates. These explanations do not override a particular result we expressly promise or your consumer guarantees. We provide relevant aftercare instructions, including safe access to damp areas. Tell us promptly about a concern so we can inspect and assist; there is no short reporting deadline that removes your legal rights.

13 Changing or cancelling a service

You may cancel or request a change at least 24 hours before the confirmed service start time without a cancellation charge. A new appointment is subject to availability. For less than 24 hours notice, or if agreed access is not available, any cancellation charge is limited to our reasonable, evidenced, unrecovered costs caused by that cancellation or failed access, capped at the affected agreed service price. There is no automatic percentage fee or charge of the full service price.

We take reasonable steps to reduce those costs, including seeking replacement work, and deduct saved costs and amounts recovered from filling the slot. We explain any proposed charge in writing and give you a reasonable opportunity to question it. We do not automatically debit a stored card or deduct a disputed charge from credit. Any payment or agreed deduction requires your specific authorisation. We consider illness, emergencies and circumstances outside your reasonable control fairly, including waiving or reducing the charge.

No cancellation charge applies because of our breach, inability to provide the agreed service, an unsuitable treatment we identify, or your exercise of a statutory cancellation or refund right. Where you reasonably gave accurate booking information and decline a price increase after inspection, no cancellation fee applies to that affected work. A correction of scope is not an opportunity for a penalty. We refund remaining card prepayments and release unused credit promptly, subject only to a specifically agreed lawful charge.

14 Delay or cancellation by Exceed

We allow for travel when scheduling and notify you promptly of a material delay. If we cannot attend within the agreed time or a reasonable alternative acceptable to you, you may reschedule or cancel affected unperformed services and obtain a refund of their card prepayment and release of credit. Your additional rights under law remain. Severe weather, equipment failure, unsafe access or other disruption does not entitle us to keep payment for services we do not provide. If a safety problem is caused by your failure to provide agreed access, only the reasonable-cost rule in clause 13 may apply.

Consumer rights refunds and complaints

Nothing in this agreement excludes, restricts or modifies a right or remedy that cannot lawfully be excluded, restricted or modified.

15 Refunds for a service

Refunds reverse the payment allocation: restore paid credit used for refunded work to your account, or refund that amount to you on request, and refund the corresponding card payment. Any promotional component is handled under its disclosed conditions and applicable law. You are not required to accept a voucher instead of a refund to which you are legally entitled. We avoid duplicate refunds while preserving the full remedy due.

16 Consumer guarantees and responsibility

The Australian Consumer Law applies where relevant, including guarantees that services are supplied with due care and skill, are fit for an agreed purpose or result, and are supplied within a reasonable time if no time is agreed. For a failure, you have the remedies available under that law. Depending on its nature, these may include rectification, cancellation, a refund or price reduction, and compensation for reasonably foreseeable loss or damage. For a remediable minor problem we may have the right to put it right within a reasonable time. A major failure may entitle you to choose cancellation or compensation without accepting rectification first.

We do not cap our responsibility at the service price, exclude responsibility for our negligence, or require you to indemnify us for our own acts. You are not responsible for pre-existing defects merely because they are discovered during work. Each party remains responsible as provided by law for loss they cause. Reasonable measures should be taken to avoid further preventable damage.

17 Questions complaints and applicable law

Contact 0468 000 521 or admin@exceedcarpetcleaning.com.au with questions, cancellation requests or complaints. We aim to acknowledge a complaint within two business days and propose a response within ten business days, updating you if more time is reasonably needed. These targets do not delay any urgent or statutory remedy. You may approach Access Canberra, NSW Fair Trading or a competent tribunal or court without first completing a mandatory private dispute process.

The laws of the state or territory where the booked service is performed apply, together with applicable Commonwealth law. For membership matters not tied to a service, ACT law applies, without removing mandatory protections or access to a legally competent forum elsewhere, including NSW. No exclusive distant forum or compulsory arbitration is imposed.

This agreement does not remove any statutory cooling-off right. If an unsolicited consumer agreement is involved, the prescribed disclosures, documents, cooling-off period and restrictions on taking payment or supplying services must be followed. An invalid term is ineffective to that extent; the remainder continues only as law permits. An expressly agreed service order controls the specific work and price but cannot reduce non-excludable rights. Any material change to these terms requires the process in clause 6.

Privacy consent and agreement acceptance

Complete this page only after receiving and reading the agreement, including the completed details on page 1. A separate service order approves the work and payment for each clean.

18 Privacy and service records

We collect the contact, property, booking and payment-status information reasonably needed to deliver services and administer membership. Relevant information is shared with providers performing booking, payment processing, job management, communications and address-based travel checks for us, including HighLevel, ServiceM8 and Stripe where used. Some providers may process information overseas. We provide a collection notice identifying relevant recipients and locations where reasonably practicable before online collection. Contact us to request access, correction or information about handling your data.

For condition and service records, we may take relevant photographs after advising you. We avoid people, personal documents and unrelated property details. Tell us before photography if you have concerns so we can agree another reasonable record. Operational photos are not permission to publish them. We use identifying photos, testimonials or your property in marketing only with separate, specific consent. We protect and retain records only for legitimate service, legal and accounting purposes and as required by law. Card details are collected securely through the payment provider, not on this agreement.

19 Electronic documents and optional marketing

Exceed accepts electronic signatures. If you choose electronic signing, both parties consent to that method and receiving this agreement and related service records electronically using the supplied contact details. The signing record must identify you, show your intention to agree and retain the accepted document. You may request a paper copy or change future communication preferences. Necessary account and booking messages are separate from marketing. Choosing not to receive promotions does not affect service or membership.

Membership payment authority

First monthly payment date / recurring day of month: _____

[] If I selected Home Care Club, I authorise Exceed, through its payment provider, to collect the tailored monthly amount on the date above and then monthly until I pause or cancel. If that day is absent in a month, the payment falls on its last day. This does not authorise extra services, top-ups, fee collection or a higher investment without my separate agreement.

By signing, I accept this agreement, version 4 dated 9 October 2026, including pages 2 to 7 and any completed service order supplied with it. I have received a copy, am at least 18, and am the customer or authorised to bind the named customer. Electronic signing is optional; a paper copy is available.

Optional marketing consent

Optional marketing consent - select only if wanted: [] Email offers [] SMS offers. You can withdraw this consent at any time using the unsubscribe option or by contacting us. Customer initials for selected optional marketing: _____ Date: _____

Customer signature and date: _____

Exceed acceptance and date: _____

Service order and booking approval

Complete this order for the first clean and each later booking, or provide an electronic equivalent before payment. It records the actual work and price agreed under this agreement.

Customer name / Home Care Club reference: _____

Service address / ACT or NSW: _____

Booking date / start time / expected duration: _____

Order or quote reference / quote validity date: _____

Service and selected package	Quantity or area	Included work and exclusions	Amount
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

Price basis - fixed quote or estimate and assumptions: _____

Access / parking / furniture moving / utilities required: _____

Known condition / agreed treatment / material risks discussed: _____

Price and payment summary	Amount
Standard service charges and disclosed travel or other charges	\$ _____
Home Care Club 10% member discount, where applicable	-\$ _____
Total agreed price including GST where applicable	\$ _____
Promotional reward credit applied under disclosed terms	-\$ _____
Available paid credit selected and reserved	-\$ _____
Card payment authorised now for this booking	\$ _____

Applied promotion and conditions supplied (if any): _____ Agreed service exclusions or variations: _____

I approve the services, price basis, appointment and payment allocation above. I understand that cancelling with less than 24 hours notice can involve only the reasonable-cost charge described in clause 13. Further work, a changed price or extra card payment needs my express approval. This booking approval does not enrol me in Home Care Club or authorise monthly payments. Membership requires the separate authority on page 6.

Customer approval / signature and date: _____

Exceed confirmation / date: _____

After service, Exceed provides an itemised invoice showing the completed work, agreed adjustments, credit used and card payments already received. Keep a copy of this order with your agreement.