



SERVICE AGREEMENT

SERVICE AGREEMENT

OUR AGREEMENT

Our commitment to you

We take the quality of our service to you seriously. We will:

- Provide support and services in with care and skill
- Act with integrity, honesty and transparency.
- Promptly take steps to raise and act on concerns about things that will impact the quality of furniture and services provided.
- Take all reasonable steps to prevent and respond to all complaints and queries.
- Ensure that all goods provided by us are safe and appropriate.

Your commitment to us

As Ship Shape Homes provides services in your home. We ask that you make sure the home is safe and ready for the delivery and return dates. This includes but is not limited to:

- Clearing all rubbish, dangerous and/or poisonous materials from the vicinity of the installers.
- Makes sure pets and small children are adequately supervised or restrained;
- Keep in good and clean condition any furniture and items of decoration for the term of the agreement;
- Ensure all access gates, elevators and/or security doors are available to be opened.
- Any relevant permissions have been granted and keys provided if applicable.
- Make all Ship Shape Homes furniture and items available for collection at the end of this agreement.

AGREEMENT

Use of Equipment

Ship Shape Homes will ensure that any furniture and equipment used in your home is safe, fit for the premises and is properly maintained and that during the period of rental you will keep the furniture as close to its original condition as is reasonable.

Installation Information We will endeavour to provide you with an indicative arrival time. We request that our team have free and clear access to the property and all rooms requiring furniture.

Events beyond control

Neither party shall be liable to the other party for any loss caused by any failure to observe the terms and conditions of this agreement, where such failure is occasioned by causes beyond its reasonable control including but not limited to by change in weather, fire, flood, riot, strike, war, restrictions and prohibitions or any other actions by any government or semi government authorities.

We reserve the right to change our schedule or pricing should it be necessary due to events beyond our control and without notice to you.

Incident Reporting

As soon as we become aware of any delay in scheduling, we shall inform the other and take such action as is necessary to make an alternative time. If you become aware of any loss or damage to any of the furniture, you agree to tell us as soon as possible, in writing and the circumstances around the loss or damage.



Service Agreement

V 1.0 (17-06-2021)

© SHIP SHAPE HOMES

ABN: 21 138 105 227

www.shipshapehomes.com.au

Confidentiality and Privacy

The existence and terms of this agreement and information provided in connection with its performance are confidential. Ship Shape Homes, its staff and agents will not disclose any of the information in any form to anyone else or use any of the information except to perform its obligations under this agreement.

We may collect personal information about you when you interact with us. Generally, the information we collect from you includes your name, you contact details and your agreements to our terms and conditions. We may need to collect sensitive information which will be held in strict confidence. It is up to you to ensure that all your information is current and up to date.

We will take all reasonable steps to keep your personal information from loss, misuse or unauthorized alteration. We will not sell, rent or trade any personal information whether in Australia or anywhere else. You have the right to access your personal information and may correct any personal information held about you. If you have any complaints about this or any of our other services, please contact us.

Invoicing and Payment

Ship Shape Homes will submit a valid tax invoice at intervals agreed in the schedule with all relevant records to enable the customer to verify the amount payable including any other information or documents reasonably required by the customer. You agree to pay Ship Shape Homes' tax invoices on their due date as set out on the invoice and we ask that these are paid promptly.

Security Deposit

We require security against the unlikely event of damages or unpaid accounts or when goods are kept beyond the original contract period. This amount will be credited to your final invoice after collection of all goods. Insurances Ship Shape Homes has in place and will maintain the following insurances to fully indemnify the client against any and all sums that may become payable due to the actions of Ship Shape Homes its employees and subcontractors during the term of this agreement:

- (a) A public and products liability insurance policy;
- (b) A worker's compensation insurance for its employees as per legislation;
- (c) Comprehensive motor vehicle insurance in relation to any vehicle used by it in performing this agreement; and
- (d) Any other insurance policies as reasonably required from time to time.

WHAT YOU NEED TO KNOW

Release & Indemnity

Whilst we have set out our commitment to you, we agree that accidents can and do happen:

- except where prohibited by law, you agree to indemnify, and keep indemnified and hold harmless Ship Shape Homes, its employees, servants and agents from and against any and all claims by any person arising from or as a result of or in connection with their participation in recreational activity, the use of equipment, or the provision of the recreational service including the negligence of the organiser, the promoter, any other supplier and of their officers, employees, servants and agents; and
- to assume full responsibility for and to indemnify and keep indemnified and hold harmless Ship Shape Homes, its officers, trustees, employees, servants and agents for any property damage arising from or as a result of or in connection with the recreational service or their participation in the recreational events.



- In this clause 'claim' means and includes any action, cause of action, suit, proceeding, claim, demand, injury, penalty, cost or expense (including legal fees and costs) however arising but does not include a claim made by any person entitled to make a claim under a relevant insurance policy taken out by the organiser.

Cancellation Policy

If you need to cancel an activity for any reason, we ask that you contact Ship Shape Homes immediately by telephone or text, with a follow up email. Ship Shape Homes will take reasonable steps to fill the participant's place. If this is not possible the following fees may, at the discretion of Ship Shape Homes, apply:

Days of Prior Notice Fee Payable

- If cancellation is more than 7 days prior to delivery we will give you a full refund
- If cancellation less than 7 full days but more than 48 hours - 50% of total cost will be refunded.
- If cancellation is less than 48 hours there will be no refund given
- If a date is cancelled between 5-7 full days prior to delivery and the delivery is rescheduled, the fees will be transferred for payment of the new date.

OTHER LEGAL STUFF

Term

This agreement will commence on the execution and will continue until the termination date.

Relationship

Ship Shape Homes is part of E-College Pty Ltd ACN 138 105 227 and is independent contractor not an employee, partner, joint venture partner or agent of the customer.

Exclusivity and Restraint

Neither the customer nor Ship Shape Homes are required to deal with each other on an exclusive basis in relation to the services the subject of this agreement.

Termination

This agreement expires and comes to an end on completion of the agreed supply of services under this agreement in The Details schedule.

In the event that the agreement is ongoing then without cause either party may terminate this agreement on five (5) days written notice.

If Ship Shape Homes is in breach of this agreement, the customer must provide a written notice to Ship Shape Homes specifying the breach and requiring Ship Shape Homes to remedy the breach within seven (7) days failing which the customer may immediately terminate this agreement by notice in writing

Each party may immediately terminate this agreement by written notice if either party commits a serious breach of any of its obligations, commits an act of dishonesty, fraud, or is charged with a criminal offence or wilfully neglects its obligations for the provision of the goods and services the subject of this agreement.



Service Agreement

V 1.0 (17-06-2021)

© SHIP SHAPE HOMES

ABN: 21 138 105 227

www.shipshapehomes.com.au

Refund Policy

On expiry or termination of this agreement, final accounts shall be prepared and settled. The expiry or termination of this agreement for any reason will be without prejudice to any rights or liabilities of the parties which have accrued prior to the date of expiry or termination.

We will make all reasonable attempts to rectify a situation within a reasonable time, if after this the problem still arises, you can choose a refund. Please keep proof of your agreement, invoice and/or payment.

We are not required to provide a refund if you change your mind about the services you have requested.

You can choose to cancel the agreement and receive a refund for unused services if:

- There is a problem that would have stopped you from using the service if you had known about it;
- The service is not suitable for its purpose and cannot be easily fixed within a reasonable time;
- Creates an unsafe situation, unless you have been advised of the risk factors and have agreed; and
- You have kept to the guidelines of the cancellation policy.

Feedback, Complaints and Disputes

Feedback is an important tool for us at Ship Shape Homes. Please provide any comments, compliments or complaints about our work to us directly at hello@shipshapehomes.com.au

Entire agreement

This agreement is the entire agreement and understanding between the parties on everything connected with the subject matter of this agreement, and supersedes any prior understanding, arrangement, representation, or agreements between the parties as to the subject matter contained in this agreement.

Amendment

An amendment or variation to this agreement is not effective unless it is in writing and signed by all the parties.

Severance

If anything in this agreement is unenforceable, illegal or void, it is severed, and the rest of the agreement remains in force.

Notices

A notice or other legal communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:

- (a) Delivered personally; or
- (b) Sent by email to their email address, when it will be treated as received when it enters the recipient's information system.
- (c) Texted by phone and receipt acknowledged.



THE DETAILS

Name:

Telephone:

Email & address for billing:

Address for installation:

Services to be provided:

Installation Time & Duration:

Special Instructions (eg stairs, pets)

Goods to be supplied:

Duration of agreement:

Payment method (select):

Zip-Pay Cash Bank Transfer

Our Bank Details for your Bank Transfer payment

E-College Pty Ltd. t/a Ship Shape Homes
BSB: 062-948
Account number: 11462790

WARNING: Please verify our bank account details BEFORE sending any money to us. If you receive any email where the bank account details differ from the above, please phone us to confirm



Other arrangements:

EXECUTED AS AN AGREEMENT

SHIP SHAPE HOMES

Name:

Signature:

Date:

YOU

Name:

Signature:

Date:

***Please provide a scanned or photocopy of a valid driver's license with this agreement.**

