

# **Standard Service Agreement - Air-conditioning cleaning**

18 July 2025

V3.9

**The Zamp Way**

# The Zamp Way



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# TL;DR - Air Conditioner Cleaning Service Agreement

**TL;DR – Too long; didn't read**

**Bottom Line:** This is a one-time air conditioner cleaning service contract between ZAMPERONI SERVICES Pty Ltd and a customer, with payment due on completion day.

## **Key Points:**

- **Version:** This is Service Agreement v3.9 dated 18 July 2025
- **Service:** AC cleaning including filters, coils, drain lines, and pressure washing
- **Payment:** Fixed price (amount to be emailed), GST included, due same day as service completion
- **Access:** Client must provide safe access to the work area, secure pets/valuables
- **Cancellation:** 24-hour notice required or potentially face 25% fee; weather delays allowed
- **Warranty:** The service is backed by guarantees under Australian Consumer Law. The client should notify the Service Provider as soon as practicable if they believe the service was not performed with due care and skill.
- **Payment methods:** Credit card (1.5% surcharge) or cash
- **Late fees:** \$50/month for overdue payments

**Client's main responsibilities:** Provide access, clear the area, secure pets/valuables. If you're a tenant, you need landlord permission.

The contract is governed by Queensland law and includes standard Australian Consumer Law protections.

# Service Agreement

## BACKGROUND

The Service Provider is in the business of providing air conditioner cleaning services. The Client wishes to engage the Service Provider to perform such services at the Premises specified in the Schedule, and the Service Provider agrees to perform such services, subject to the terms and conditions of this Agreement (comprising the Schedule and the General Terms and Conditions).

## SCHEDULE (Item A through to H)

### A. Agreement details

**Agreement Version:** This is Service Agreement v3.9 dated 18 July 2025

**Effective date of agreement:** Client receipt of Booking Confirmation email

**Service provider reference:** [terms emailed to customer]

### B. Service Provider Details

**Full legal name:** ZAMPERONI SERVICES Pty Ltd

**Business Address:** 2 KLEBERG COURT, ALICE RIVER, QLD, 4817

**ABN:** 23 687 411 203

**Contact email:** [terms emailed to customer]

**Contact phone:** [terms emailed to customer]

### C. Client Details

**Full Name:** [terms emailed to customer]

**Client Address:**

- Address: [terms emailed to customer]
- Suburb: [terms emailed to customer]

- Postcode: [terms emailed to customer]

**ABN/ACN (if applicable):** n/a

**Contact Email:** [terms emailed to customer]

**Contact Phone:** [terms emailed to customer]

## D. Description of Services

**Job type:** [emailed to customer]

**Included Tasks:** [Refer to GENERAL TERMS AND CONDITIONS located at Refer to GENERAL TERMS AND CONDITIONS - 2. DESCRIPTION OF SERVICES]

**Specific Exclusions:** [Refer to GENERAL TERMS AND CONDITIONS located at Refer to GENERAL TERMS AND CONDITIONS - 2. DESCRIPTION OF SERVICES]

## E. Service Location and Access

**Service Location:**

- Address: [terms emailed to customer]
- Suburb: [terms emailed to customer]
- Postcode: [terms emailed to customer]

**Access:** Refer to GENERAL TERMS AND CONDITIONS - 3. SERVICE LOCATION AND ACCESS

## F. Service Schedule and Timing

**F.1 Date of Service:** [terms emailed to customer]

**F.2 Service Type:** This is a one-time service.

## G. Payment Terms

**G.1 Fee:** Fixed Price: AUD [terms emailed to customer]

**G.2 GST Treatment:** GST is included in the above fee (Service Provider is GST registered)

**G.3 Invoicing:** An invoice will be issued upon completion of the Services, on [terms emailed to customer]

**G.4 Payment Due Date:** Payment is due on the day of the completion of the Services ([terms emailed to customer])

## **H. Cancellation and Rescheduling**

**H.1 Minimum Notice Period:** 24 hours before: [terms emailed to customer]

The Client & the Service Provider acknowledge that they have read, understood and agree to items A to H in the Schedule and Clauses 1 to 18 in the General Terms and Conditions, which together form the complete Agreement.

# **GENERAL TERMS AND CONDITIONS**

## **1. PARTIES**

1.1. The "Service Provider" and "Client" are the entities, and their contact details are, as detailed in Items B and C of the Schedule respectively.

## **2. DESCRIPTION OF SERVICES**

### **2.1. Services Included:**

The Service Provider shall perform air conditioner cleaning services only (the "Services") as follows (as necessary and where safely accessible):

- Vacuum, wipe and wash removable covers as needed: All removable covers are carefully vacuumed to remove dust and debris, then washed with mild detergent to remove grease, grime and accumulated dirt.
- Remove, wash and clean filters: Filters are completely removed from the unit, thoroughly washed in mild detergent solution, and allowed to air dry completely before reinstallation.
- Flush and un-block drain line: Drain lines are flushed to permit proper water drainage and prevent blockages that can cause water damage or system inefficiency
- Application of appropriate cleaning detergent to coils: Specialized cleaning agents are applied to the indoor unit coils that break down buildup and prepare for pressure washing
- Pressure wash using appropriate water pressure unit:
- Cooling fins – Thoroughly cleaned of dirt and grime
- Blower fan – Cleaned to permit proper airflow
- Air well – Complete cleaning of the air circulation chamber

### **2.2. Services Specifically Excluded:**

The Service Provider does NOT provide the following services, and the Client acknowledges that these are outside the scope of this Agreement:

Box air conditioners:

- Removal of box air conditioners from the wall is not included.

#### Electrical Work:

- Any electrical repairs, rewiring, or electrical component replacement
- Installation or repair of electrical connections, switches, or controls
- Testing or certification of electrical systems
- Any work requiring an electrical license

#### Mechanical Repairs:

- Repair or replacement of air conditioning components (fans, motors, compressors, thermostats, etc.)
- Fixing mechanical failures or malfunctions
- Component adjustments or mechanical modifications
- Repair of damaged housings, panels, or structural components

#### Refrigeration Services:

- Gas leak detection, repair, or testing
- Refrigerant (gas) top-up, replacement, or system regassing
- Pressure testing of refrigeration systems
- Any work requiring refrigeration handling licenses

#### System Diagnostics and Maintenance:

- Performance testing or system diagnostics
- Preventative maintenance beyond cleaning
- System commissioning or optimization
- Temperature or efficiency assessments

#### Structural or Installation Work:



- Moving, relocating, or reinstalling air conditioning units
- Repair of mounting brackets, supports, or installation hardware
- Ductwork cleaning, repair, or modification
- Roof or wall penetration repairs

Other Exclusions:

- Warranty work or manufacturer recalls
- Insurance assessments or damage reports
- Work on units that are not safely accessible without specialized equipment
- Cleaning of units that are damaged, unsafe, or not functioning
- Work on commercial or industrial systems requiring specialized licenses

2.3. Limitation of Scope: If the Client requests any excluded services during the visit, the Service Provider will decline and may recommend appropriately licensed contractors. The Service Provider is only qualified and insured to provide cleaning services as described in clause 2.1.

2.4. Pre-existing Conditions & Operational Status: The Client warrants that the air conditioning unit(s) are in good working order prior to the service. The Service Provider is not responsible for any pre-existing faults, damage, or performance issues. This cleaning service is not a diagnostic or repair service. If a pre-existing fault prevents the safe or effective cleaning of the unit, or if a fault becomes apparent during the cleaning process (e.g., a brittle plastic part breaking upon removal), the Service Provider is not liable for that fault. The technician will cease work on the specific unit and inform the Client immediately

2.4. VRF (variable refrigerant flow) system: air conditioning system which consists of multiple indoor units, to one outdoor unit, we treat the service on a per indoor unit basis. For example, if your VRF system has three indoor units, the service will cost the same as three split system units.

### **3. SERVICE LOCATION AND ACCESS**

3.1. The Services will be performed at the Premises specified in Item C of the Schedule.

3.2. The Client shall provide the Service Provider with reasonable and safe access to the Premises and the air conditioning unit(s) at the agreed-upon time, as per the following:

- The client will be present; or
- Keys will be provided under specific conditions agreed before the service; or
- Access codes provided; or
- Specific instructions for entry access / alarms provided.

3.3. Client Preparation Responsibilities:

The Client must ensure the area around the air conditioning unit(s) is clear of obstructions to allow safe and efficient work. This includes picture frames, shelving, or items. The wall area underneath the air conditioning unit needs to be clear for access. Pets will be secured

### **4. SERVICE SCHEDULE AND TIMING**

4.1. The Services are scheduled to be performed on the date and approximate time specified in Item F.1 of the Schedule.

4.2. The nature of this Agreement (one-time or ongoing) is specified in Item F.2 of the Schedule.

### **5. PAYMENT TERMS**

5.1. Fee: The fee for the Services is as specified in Item G.1 of the Schedule.

5.2. GST: The treatment of Goods and Services Tax (GST) in relation to the fee is as specified in Item G.2 of the Schedule.

5.3. Invoicing: An invoice will be issued as specified in Item G.3 of the Schedule.

5.4. Payment Due Date: Payment is due as specified in Item G.4 of the Schedule.

5.5. Accepted Payment Methods: The accepted methods of payment are as follows:

- Credit Card or Debit Card (VISA, Mastercard). A surcharge of 1.5% may apply
- Cash

5.6. Late Payments: If the Client fails to make payment by the Due Date, the Service Provider may, at its discretion, charge a late payment administration fee of \$50 for each 30-day period the invoice remains overdue. This fee represents a genuine pre-estimate of the costs incurred by the Service Provider in managing the overdue account.

5.7. Expenses: The Client's responsibility for reimbursing pre-approved reasonable expenses incurred by the Service Provider is as follows: not applicable.

## **6. RESPONSIBILITIES OF THE SERVICE PROVIDER**

6.1. Perform the Services in a professional and diligent manner, exercising due care and skill, and adhering to generally accepted industry standards.

6.2. Supply all necessary cleaning equipment and materials required to perform the Services effectively, unless otherwise agreed in writing and noted in the Schedule.

6.3. Comply with all relevant health and safety regulations and maintain a safe working environment for themselves and others while on the Client's Premises.

6.4. Hold appropriate licenses for any regulated work performed, if applicable (e.g., for handling refrigerants or electrical components of the air conditioning system, as per QBCC requirements), relevant to the Services described in Item D of the Schedule.

6.5. The Client agrees that the Service Provider may take photographs or videos at the Premises for the purposes of documenting the unit's pre-service condition and the work performed. These records are used for internal quality control, training, and to document the service for the Client's file. These records remain the property of the Service Provider.

## **7. RESPONSIBILITIES OF THE CLIENT**

The Client shall, at their own expense and prior to the Service Provider's arrival:

7.1. Provide a working environment free from hazards and ensure the safety of the Service Provider's personnel while on the Premises.

7.2. Ensure that the air conditioning unit(s) to be cleaned are readily accessible and free from any obstructions that may hinder the Service Provider.

7.3. Provide access to necessary utilities such as electricity and water if required for the cleaning process, at no cost to the Service Provider.

7.4. Secure or remove any fragile, delicate, breakable, or valuable items located in the immediate vicinity (2-meter radius) of the air conditioning unit(s) before the Service Provider commences work. The Service Provider shall not be liable for damage to such items if not secured or removed by the Client.

7.5. Ensure pets are secured away from the work area.

7.6. If the Client is a tenant of the Premises, the Client warrants that they have obtained all necessary consents from the landlord or property manager to have the Services performed and are authorized to arrange and pay for such Services.

## **8. CANCELLATION AND RESCHEDULING POLICY**

8.1. Notice Period: The minimum notice period required by either party to cancel or reschedule a booked service without incurring penalties is specified in Item H.1 of the Schedule.

8.2. Client Cancellation Fee: If the Client cancels the service or reschedules with less than the specified notice period, or if the Service Provider is unable to gain access to the Premises at the agreed time due to the Client's fault, a cancellation fee of 25% of the service fee may be charged.

8.3. Service Provider Cancellation: If the Service Provider cancels the service with less than the specified notice period (except in cases of emergency or unforeseen circumstances beyond their reasonable control), the Service will be rescheduled at no additional cost to the Client.

8.4. Weather/Access Conditions: The Service Provider reserves the right to reschedule or postpone Services without penalty due to adverse weather conditions, unsafe working conditions, or circumstances beyond the Service Provider's reasonable control including but not limited to: severe weather warnings, electrical storms, extreme temperatures that may compromise safety, blocked or unsafe access to equipment, or hazardous site conditions. In such cases, the Service Provider will make reasonable efforts to reschedule at the earliest mutually convenient time.

## **9. SERVICE GUARANTEE AND LIABILITY**

9.1. Statutory Consumer Guarantee: Our Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Service, you are entitled to cancel this Agreement and to a refund for the unused portion, or to compensation

for its reduced value. You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have the problem rectified in a reasonable time.

9.2. Service Guarantee: The Service Provider warrants that the Services will be performed with due care and skill. If the Client believes the service was not performed to a reasonable standard, they must notify the Service Provider as soon as practicable. The Service Provider's sole obligation will be to rectify any defective part of the cleaning service at no additional charge, provided the defect is a direct result of the Service Provider's failure to exercise due care and skill.

9.3. Limitation of Liability:

- The Service Provider is not liable for pre-existing damage or conditions of the air conditioning unit(s) or surrounding areas.
- To the extent permitted by law, the Service Provider's total liability for any claim arising out of or in connection with this Agreement or the Services, whether in contract, tort (including negligence), statute, or otherwise, shall not exceed the total fees paid by the Client to the Service Provider under this Agreement for the specific service giving rise to the claim.
- The Service Provider is not liable for any indirect, consequential, or special losses, including but not limited to loss of profit, loss of use, or loss of opportunity.
- This limitation of liability does not exclude or limit any rights or remedies the Client may have under the Australian Consumer Law which cannot be lawfully excluded or limited.

9.4. Indemnification: The Client indemnifies the Service Provider against any claims, losses, damages, or expenses (including reasonable legal fees) arising from:

- The Client's breach of any term of this Agreement.
- The presence of undisclosed hazardous materials on the Premises.
- Any injury or damage caused by the Client or third parties (not being the Service Provider, its employees, or agents) at the Premises during the provision of the service.

## **10. PRIVACY AND CONFIDENTIALITY**

10.1. The Service Provider collects and holds the Client's personal information (as detailed in the Schedule) for the primary purpose of providing the Services, processing payments, and for managing our service relationship. We will not disclose your personal information to third parties without your consent, except as required by law. You may request access to the personal information we hold about you by contacting us.

## **11. TERM AND TERMINATION**

11.1. Term: This Agreement commences on the Effective Date and continues until the Services are completed, paid for, and any applicable Service Guarantee Period has expired.

11.2. Termination for Cause: Either party may terminate this Agreement by written notice if the other party commits a material breach, fails to remedy it within 14 calendar days of notice or:

- Becomes insolvent, bankrupt, enters into liquidation or receivership, or has a receiver or administrator appointed

11.3. Termination for Convenience: (for ongoing agreements): If this is an ongoing service agreement, either party may terminate this Agreement without cause by providing the other party with written notice (14 calendar days of notice). If the Client terminates for convenience, the Client shall pay for all Services performed up to the effective date of termination.

11.4. Termination for Cause without notice: The Service Provider may terminate this Agreement immediately without notice upon: non-payment of any amounts due; discovery of unsafe or hazardous conditions that cannot be reasonably remediated; Client's failure to provide safe and reasonable access as agreed; presence of undisclosed asbestos or other hazardous materials; threatening or abusive behavior toward Service Provider personnel; or material misrepresentation by the Client regarding the Premises or equipment condition.

## **12. DISPUTE RESOLUTION**

12.1. If a dispute arises out of or relating to this Agreement, the parties agree to first attempt to resolve the dispute by good faith negotiation between themselves for 28 calendar days.

12.2. If the dispute cannot be resolved by negotiation within that period, the parties agree to consider mediation administered by a mutually agreed-upon mediator in Queensland before resorting to arbitration or litigation. The costs of mediation will be paid by the Client.

12.3. Nothing in this clause prevents a party from seeking urgent interlocutory relief from a court of competent jurisdiction.

### **13. GOVERNING LAW**

13.1. This Agreement shall be governed by and construed in accordance with the laws of Queensland, Australia. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland and any courts which may hear appeals from those courts.

### **14. QUEENSLAND SPECIFIC CONSIDERATIONS & AUSTRALIAN CONSUMER LAW**

14.1. This Agreement is subject to the provisions of the Australian Consumer Law (ACL) as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth) and applied in Queensland through the Fair Trading Act 1989 (QLD). Nothing in this Agreement is intended to exclude, restrict, or modify any rights or remedies the Client may have under the ACL that cannot be lawfully excluded, restricted, or modified.

14.2. The Service Provider warrants they hold all necessary licenses for the scope of Services described. The Client acknowledges that any work on refrigeration or electrical systems requires specific licenses from authorities such as the Australian Refrigeration Council (ARC) and the QBCC, and that such work is expressly excluded from this cleaning service agreement.

14.3. If the Client is a tenant, responsibilities for the maintenance of fixtures like air conditioners may be governed by the *Residential Tenancies and Rooming Accommodation Act 2008 (QLD)*. It is the Client's responsibility to ensure they have the necessary permissions to arrange this service.

### **15. ENTIRE AGREEMENT**

15.1. This Agreement, comprising the Schedule and these General Terms and Conditions, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions, negotiations, representations, and agreements, whether oral or written.

## **16. AMENDMENTS**

16.1. Any amendments or variations to this Agreement, must be in writing and signed by both parties to be effective.

16.2. The detailed service inclusions and exclusions referenced in Item D of the Schedule may be updated from time to time at [www.zamp.com.au/service-terms](http://www.zamp.com.au/service-terms). The Client will be notified of any material changes that affect their specific service booking.

16.3. Version Control: This Agreement may be updated from time to time by the Service Provider. Each version will be identified by a version number and date. The version applicable to any service booking is the version in effect at the time the Client accepts the Agreement for that specific booking. Previous versions of this Agreement do not apply to new bookings, and each booking is governed solely by the Agreement version accepted at the time of that booking.

## **17. SEVERABILITY**

17.1. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. The parties shall then negotiate in good faith to replace the severed provision with a valid and enforceable provision that achieves, as far as possible, the original commercial intent.

## **18. NOTICES**

18.1. Any notice must be in writing and delivered personally, by post, or by email to the addresses specified in the Schedule.

18.2. A notice is deemed received: on delivery if personal; 3 business days after posting if by post; or at the time of transmission if by email, unless a failure message is received.

==END OF DOCUMENT==