

Service Agreement/ Terms & Conditions

Please carefully review the following:

1. Cleaning Schedule and Arrival Times

Your scheduled cleaning appointments are available at any time through the Client Hub, accessible via the links provided in your quote, booking confirmation, and invoice emails or SMS messages.

While we make every effort to arrive within the scheduled time window, all appointment times are **estimated arrival windows**, not guaranteed arrival times. Factors such as traffic conditions, team scheduling, previous appointments, and unforeseen circumstances may affect arrival times.

Clients are asked to allow a **30–60 minute arrival window**. If we anticipate a delay beyond this window, we will notify you as soon as possible via text, email, or SMS.

Please note that our services are **flat-rate and scope-based**, not time-based. Arrival time variations do not affect the quality or completion of the agreed-upon service.

Clients are responsible for ensuring the home is accessible and ready for service at the scheduled time. If our team is unable to begin work due to access issues, the appointment may be subject to cancellation fees as outlined in these Terms & Conditions.

2. Excessive Clutter Policy

Clutter & Excessive Items

Clutter is defined as an accumulation of personal items, belongings, trash, or loose objects on countertops, furniture, and floors that restrict access to surfaces and impede effective cleaning.

Examples include, but are not limited to:

- Excessive items covering countertops or tables
- Floors obstructed by clothing, toys, boxes, or personal belongings
- Overfilled or cluttered cupboards and storage areas

Cleaning around excessive clutter significantly reduces efficiency, increases the risk of damage or injury, and may prevent our team from completing the service within the scheduled timeframe.

Impact of Excessive Clutter

- Areas with limited visibility or access (including cluttered surfaces, floors, cupboards, ovens, or appliances) may be **skipped or lightly cleaned**.
- Excessive clutter increases the risk of **breakage or injury**, and we prioritize the safety of both your belongings and our staff.
- Heavily cluttered spaces can take **two to three times longer** to clean and may impact subsequent scheduled appointments.

Client Responsibility

Clients are responsible for ensuring that all areas scheduled for cleaning are **reasonably decluttered and accessible** prior to our arrival.

If excessive clutter prevents our team from beginning or completing the service:

- The appointment may be **rescheduled or cancelled at our discretion**, and
- A **non-refundable \$50 service disruption fee** will be applied to the invoice, regardless of whether the appointment is rescheduled or cancelled.

Post-Renovation & Construction Areas

For post-renovation or construction-related cleanings, all renovations, repairs, and touch-ups must be fully completed prior to our arrival. We are not responsible for dust, debris, or residue caused by incomplete or ongoing construction work.

3. Limitation of Liability

The Magic Cleaners is not responsible for damage caused by:

- Items that are not properly secured or mounted
- Fragile, unstable, or poorly installed fixtures (including pictures, mirrors, shelves, cabinet-mounted appliances, or décor)
- Normal wear and tear or pre-existing damage

Any claim for damage must be reported **within 24 hours** of service completion. Liability, if accepted, is limited to the **repair or replacement cost of the individual item damaged**, not the full set or collection.

Under no circumstances shall The Magic Cleaners be liable for indirect, incidental, or consequential damages.

Biohazards & Unsafe Conditions

For the safety of our staff, The Magic Cleaners does **not** clean biohazardous materials, including but not limited to:

- Human or animal feces
- Blood or bodily fluids
- Bile, vomit, or hazardous waste

Clients are responsible for ensuring these conditions are addressed prior to service. If biohazards are discovered during a scheduled cleaning, we reserve the right to **refuse or discontinue service immediately**.

In such cases, a **\$50 transportation and supply fee** will be applied to the invoice.

4. Service Quality Agreement

At The Magic Cleaners, we are committed to delivering high-quality, professional cleaning services.

If you are dissatisfied with the quality of your cleaning, you must notify us **within 24 hours of service completion** via text, email, phone, or the Client Hub, and provide **clear photos of the specific areas of concern**.

Upon timely notification, we will, at our discretion, schedule a return visit to address the identified issues at **no additional charge**, providing **up to two (2) hours of cleaning labour** related solely to the original scope of service.

Important Conditions

- Concerns reported after the 24-hour window may not qualify for the Service Quality Guarantee.
- Rescheduling under the guarantee is subject to availability and cannot be guaranteed for a specific date or time.
- If no notification is received within 24 hours, a **re-clean fee of \$150** may apply to cover transportation, supplies, materials, and labour, unless otherwise agreed in writing.
- Issues related to **time spent on-site** rather than cleaning quality do not qualify under this guarantee. Our services are flat-rate and scope-based, not time-based.
- Additional cleaning time or services outside the original scope must be purchased separately.

If the Client chooses to address the concern independently or hires a third party, The Magic Cleaners will not be responsible for further remediation, compensation, refunds, or discounts.

5. Pets / Animals

The Magic Cleaners welcomes pets; however, for homes with pets that have unrestricted access to any part of the property, a **flat \$40 pet fee** may apply. This fee does not apply to pets kept exclusively in tanks or cages.

Clients must disclose the presence of any pets prior to service to ensure the safety of both our staff and animals. Pets must be **friendly, non-aggressive, and properly managed** during cleaning appointments.

While we take reasonable care when working in homes with pets, we cannot guarantee that the condition of the home will remain unchanged after service due to pet movement, shedding, or behaviour following our departure.

If a pet may become stressed, aggressive, or disruptive during service, clients are asked to **secure the pet in a separate room or off the premises** for the duration of the cleaning.

Clients are responsible for providing any special instructions related to pet interaction prior to the scheduled appointment.

Pet-Related Injuries

If a staff member is injured by a client's pet, The Magic Cleaners reserves the right to **discontinue service immediately** so the staff member can seek appropriate medical attention. Any medical expenses incurred as a result of a pet-related injury, including but not limited to medical treatment or vaccinations, shall be the responsibility of the client and will be invoiced accordingly.

6. Construction Cleanings

Cleaning services provided in homes or properties undergoing construction, renovation, or recent repairs are subject to additional limitations.

If construction, renovations, repairs, or touch-ups are **in progress during or after our cleaning service**, The Magic Cleaners **cannot guarantee** that the results will meet standard maintenance-clean expectations due to ongoing dust, debris, residue, or re-soiling. **Payment for services rendered remains due in full** regardless of post-cleaning construction activity.

Eligibility for Touch-Ups

If you believe areas were missed during a post-renovation or construction-related cleaning, you must notify us **within 24 hours of service completion** and provide **clear, high-quality photos** of the specific areas of concern.

A complimentary touch-up may be offered at our discretion provided that:

- No construction crews, tradespeople, tenants, or other personnel entered or worked in the property **during or after** the cleaning, and
- The areas of concern fall within the original scope of work.

Limitations & Surface Conditions

Certain residues such as paint, grout, adhesives, caulking, or construction materials may not be removable without risk of surface damage. In such cases, inability to remove these materials **does not constitute an incomplete cleaning**, and services will not be refunded. We may recommend appropriate products or methods for further treatment at the client's discretion.

Landlords & Property Managers

For landlords, owners, or property managers, The Magic Cleaners cannot guarantee availability for touch-up cleanings prior to tenant move-in dates. While we will make reasonable efforts to accommodate scheduling, availability is not guaranteed.

If a return visit is requested **after the 24-hour touch-up window**, a **\$150 re-clean fee** will apply to cover transportation, supplies, materials, and labour. Additional time may be required beyond a simple touch-up due to re-soiling or deterioration of the property.

Scope & Invoice Disputes

All return visits are limited to the **areas and services originally quoted**, unless otherwise agreed in writing.

If a client disputes specific line items on an invoice, **all undisputed charges must be paid in full** before the disputed item will be reviewed.

7. Client Conduct

Client Conduct & Non-Solicitation

The Magic Cleaners is committed to maintaining a respectful, professional, and safe working environment for both Clients and staff.

Clients are expected to treat all cleaning technicians with courtesy and respect at all times. Inappropriate conduct, including but not limited to harassment, intimidation, discriminatory behavior, or aggressive communication, will not be tolerated.

Clients agree not to solicit, hire, or engage, directly or indirectly, any current or former employee or contractor of The Magic Cleaners for cleaning or related services during the term of service and for a period of twelve (12) months following the last service date.

The Magic Cleaners reserves the right to suspend or terminate services at its discretion if this policy is violated.

8. Keys, Alarms Systems and Security

Keys, Alarm Systems & Property Access

Clients are responsible for ensuring **safe and timely access** to the property at the scheduled service time. If the Client will be present on-site, they must be available to grant access upon arrival and secure the premises upon completion of service.

We provide arrival notifications and automated reminders via text or email; however, it remains the Client's responsibility to ensure access.

If our team arrives within the scheduled arrival window and is **unable to access the property** due to lack of entry, locked doors, or undisclosed alarm systems, the appointment may be considered a **lockout**. In such cases, a **lockout fee equal to 50% of the scheduled service cost** will be charged to cover labour, travel, and operational expenses.

If access is later provided and service proceeds, the **remaining balance** will be charged upon completion.

Alarms & Security Systems

Clients must disclose any alarm or security systems in advance and provide clear instructions for disarming and re-arming. The Magic Cleaners is not responsible for alarm activations resulting from incomplete or incorrect instructions.

Client-Caused Incidental Costs

The Client agrees to reimburse The Magic Cleaners for any incidental costs or losses resulting from the Client's actions, including but not limited to:

- Unauthorized use of company equipment or personal belongings
- Costs incurred due to false alarm activations
- Additional charges arising from access-related delays

Such costs must be reimbursed promptly and may be invoiced accordingly.

9. Payment Terms

The Client agrees to remit **payment in full on the day services are rendered**, unless otherwise agreed upon in writing prior to service.

Accepted methods of payment include:

- Credit or debit card
- E-transfer
- Cash
- Cheque

E-Transfers

E-transfer payments must be sent to payments@themagiccleaners.ca and completed on the day of service unless otherwise approved.

Cash Payments

Cash payments must be submitted directly to a designated senior employee in a sealed envelope. All cash payments will be counted and acknowledged at the time of receipt.

Cheque Payments

Cheque payments must be made payable to **The Magic Cleaners**. The Client is responsible for ensuring sufficient funds are available at the time of payment.

If a cheque is returned or dishonoured for any reason, the Client agrees to reimburse The Magic Cleaners for all associated costs. A **minimum administrative fee of \$45** will be applied for any dishonoured cheque, in addition to the outstanding service balance.

Late or Outstanding Payments

Outstanding balances may result in service suspension until payment is received. The Magic Cleaners reserves the right to pursue collection of unpaid balances as permitted by law.

10. Pictures of Before and After Work

Photos & Documentation

As part of our standard operating procedures, The Magic Cleaners may take **before-and-after photographs** of work areas during service appointments, particularly for first-time and one-time clients.

These photographs are used for:

- Quality assurance and service verification
- Training and internal documentation
- Resolving service-related disputes
- Marketing and promotional purposes (property areas only)

Photographs will focus solely on **cleaned areas and surfaces**. We do not photograph personal items, people, or identifying information.

Clients who prefer not to have photographs taken must notify us **prior to the scheduled service**. Requests made after service has begun may not be accommodated.