

Cleaning Agreement

THIS AGREEMENT is made on the date that the Annexure is received by the Customer.

BETWEEN:

The “**Cleaning Service Provider**”

- and –

The “**Customer**”

(each a Party and collectively, the Parties)

RECITALS

- A. Helping Singapore Pte. Ltd. (“**Helping**”) operates and manages an online platform at www.helping.com.sg (the “**Website**”) through which a customer can book a home cleaning appointment by submitting a Booking Request (as hereinafter defined). Once a Booking Request has been submitted, Helping then proposes via an algorithm the Booking Request to the most suitable cleaning service provider from its database (the “**Database**”). Once proposed, the cleaning service provider is permitted to accept or reject the Booking Request. Once Booked Services have been completed, Helping issues an invoice on behalf of the cleaning service provider to the customer and engages the Payment Agent (as hereinafter defined) to collect payment of the Booked Service Fee (as hereinafter defined) from the customer. Once collected, the Payment Agent disburses the Booked Service Fee to the cleaning service provider.
- B. The Customer has registered with the Website and has submitted a Booking Request.
- C. The Cleaning Service Provider is an independent contractor providing home cleaning services that is listed on the Database and has accepted the Customer’s Booking Request.
- D. The Parties wish to enter into this agreement for the purposes of setting forth the obligations of the parties in connection with the providing of the Booked Services.

NOW THEREFORE in consideration of the mutual covenants herein contained, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

ARTICLE 1 – RECITALS AND DEFINITIONS

1.1 **Recitals.** The recitals set out above are true, both in substance and in fact, and are hereby incorporated into and form an integral part of this Agreement.

1.2 **Defined Terms.** For the purpose of this Agreement, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

- (a) “**Agreement**” means this agreement together with any schedules or annexures hereto, which may be amended from time to time in writing, as agreed to by the Parties;
- (b) “**Annexure**” means the email received by the Customer confirming the Cleaning Service Provider or the email received by the Cleaning Service Provider confirming its acceptance of the Booking Request and forming part of this Agreement;
- (c) “**Booked Services**” means the cleaning services consisting of the Standard Cleaning Package and any additional services that the Customer has requested in its Booking Request and shall include any rectification services the Cleaning Service Provider may be requested to provide resulting out of a Customer Dispute in accordance with the terms of this Agreement.

- (d) **“Booked Service Duration”** means the estimated amount of time the Cleaning Service Provider will require to carry out the Booked Services in accordance with the Booking Request;
- (e) **“Booked Service Fee”** means the total fee payable by the Customer for the Booked Services;
- (f) **“Booked Service Location”** means the address where the Booked Services are to be carried out as identified in the Booking Request;
- (g) **“Booking Request”** means the reservation made by a Customer on the Website for the Booked Services which are to be carried out at the Booked Service Location at the Scheduled Booking Time;
- (h) **“Cleaning Products and Equipment”** means the cleaning products and equipment required by the Cleaning Service Provider to complete the Booked Services;
- (i) **“Cleaning Service Provider”** means such individual or entity named in the Annexure that will be providing the Booked Services;
- (j) **“Customer”** means such individual named in the Annexure that has made the Booking Request.
- (k) **“Event/s”** means an event or series of events that exist as part of a Customer’s Booking Request, depending on the selected preferred frequency of the provision of Booked Services;
- (k) **“Payment Agent”** means the third party escrow and payment agent engaged by Helping to collect the Booked Service Fees and remit payments to the Cleaning Service Provider;
- (m) **“Recurring”** means a series of Events occurring on a bi-weekly or weekly frequency in accordance with the Customer’s Booking Request;
- (l) **“Standard Cleaning Package”** means the list of the standard cleaning activities that will be performed by the Cleaning Service Provider, a copy of which is available on the Website.
- (m) **“Scheduled Booking Time”** means the time and date the Booked Services are to be undertaken by the Cleaning Service Provider in accordance with the Booking Request; and
- (n) **“Tax”** means goods and services tax or any other type of taxes imposed by relevant authorities in Singapore;
- (o) **“Website”** means www.helping.com.sg and associated Helping mobile phone applications.

1.3 **Sections and Headings.** The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an Article, Section or a Schedule refers to the specified Article or Section of, or Schedule to this Agreement.

ARTICLE 2 – ACCEPTANCE OF THE BOOKING REQUEST

2.1 **Booking Request.** The Customer has made a Booking Request and has agreed to pay the Booked Service Fee in exchange for the provision of the Booked Services.

2.2 **Acceptance of Booking Request.** The Cleaning Service Provider confirms that they accept and are able to comply with the Booking Request, including the provision of the Booked Services at the Scheduled Booking Time and Booked Service Location.

2.3 **Independent Contractor Relationship.** The Parties acknowledge that the Cleaning Service Provider is engaged directly by the Customer as an independent contractor and nothing in this Agreement shall be construed as creating a partnership, joint venture or employer-employee relationship between the Parties. Neither Party is the agent of the other nor is any Party authorised to make any representation, contract or commitment on behalf of the other Party without express consent from the other.

ARTICLE 3 – OBLIGATIONS OF THE CLEANING SERVICE PROVIDER

3.1. **Performance of Booked Services.** In providing the Booked Services to the Customer, the Cleaning Service Provider undertakes to:

- (a) complete the Booked Services with acceptable care and skill;
- (b) take all necessary steps to avoid any loss and/or damage to the Customer's property;
- (c) deliver the Booked Services in a manner, to the greatest extent possible, which gives the desired results as agreed by the Parties;
- (d) utilise the Booked Service Duration effectively and efficiently in providing the Booked Services; and
- (e) deliver the Booked Services in accordance with the Booking Request.

3.2. **Customer Disputes.** The Customer has a twenty-four (24) hour period following the completion of the Booked Services (the "**Dispute Period**") to inform Helping if the Booked Services performed by the Cleaning Service Provider is not up to a standard reasonably required of a cleaning service provider or of any damage caused by the Cleaning Service Provider (the "**Customer Dispute**"). Helping shall then inform the Cleaning Service Provider of such complaints from the Customer. In the event of a Customer Dispute, the Cleaning Service Provider agrees that it will either return to the Customer to complete or rectify the Booked Services to a reasonable standard or come to an agreement with the customer regarding an amended Booked Service Fee. No additional payment will be charged to the Customer for the performance of any rectification services in satisfaction of a Customer Dispute. For the purposes of clarity, Booked Services will not be deemed to be completed (and an invoice will not be issue to the Customer for payment) until a Customer Dispute has been rectified. The Parties agree to find a suitable time for the Cleaning Service Provider to return to the Booked Service Location and complete the Booked Services through Helping.

ARTICLE 4 – OBLIGATIONS OF THE CUSTOMER

- 4.1 **Obligations of the Customer.** The Customer shall be responsible for each of the following:
- (a) to do all things necessary to enable the Cleaning Service Provider to efficiently perform the Booked Services in accordance with the Booking Request;
 - (b) provide the Cleaning Products and Equipment,;
 - (c) to do all things necessary to provide a safe environment for the Cleaning Service Provider to provide its services; and
 - (d) the Customer shall be responsible for notifying Helping of any damage caused by the Cleaning Service Provider as soon as practicable, but in any event, within the Dispute Period following the completion of the Booked Services.
- 4.2 **Undertakings of the Customer.** The Customer undertakes that the Booked Service Location is a private residential property and it is not an office or a place of business.

ARTICLE 5 – PAYMENT OF BOOKED SERVICE FEES

- 5.1 **Payment Authorization.** The Parties agrees to use and allow the Payment Agent to automatically process the Customer's credit card in an amount equal to the Booked Service Fee and to remit the relevant payments to the Cleaning Service Provider following the completion of the Booked Services.

ARTICLE 6 – CHANGES, CANCELLATIONS AND REFUNDS

- 6.1 **Cancellations and Amendments by the Customer.**
- (a) The Customer shall be permitted to cancel and amend an Event on the Website, free of charge, up to forty-eight (48) hours before the Scheduled Booking Time.
 - (b) If the Customer cancels or amends an Event within the forty-eight (48) hour period before the Scheduled Booking Time, the Customer agrees to be charged a cancellation fee (the "**Cancellation Penalty**") to be compensated to the Cleaning Service Provider in accordance to the cancellation policy within the **Website Terms and Conditions**.
- 6.2 **Cancellation of Booked Services by the Cleaning Service Provider.**
- (a) The Cleaning Service Provider shall be permitted to cancel and amend an Event on the Website, free of charge, up to forty-eight (48) hours before the Scheduled Booking Time.
 - (b) If the Cleaning Service Provider cancels or amends an Event within the forty-eight (48) hour period before the Scheduled Booking Time, the Cleaning Service Provider agrees to be charged a cancellation fee (the "**Partner Cancellation Penalty**") which may be compensated to the Customer at Helping's sole and absolute discretion in accordance to the **Partner Terms and Conditions**.

If the Cleaning Service Provider is unable to complete an accepted Booking Request at the Scheduled Booking Time, the Booked Service may be performed by another Cleaning Service Provider as may be assigned through the Website and this Agreement shall be terminated and a new agreement will be entered into between the Customer and the replacement cleaning service provider.

- 6.3 **Refunds.** Should the Customer be entitled to a refund as a result of a breach of this Agreement by the Cleaning Service Provider, such refund will be limited to the amount of the Booked Services Fee paid to the Cleaning Service Provider.

ARTICLE 7 – TERMINATION OF AGREEMENT

- 7.1 **Term**. The term of this agreement shall commence on the date the Cleaning Service Provider accepts the Customer's Booking Request and will continue until terminated in accordance with Sections 7.2, 7.3 or 7.4 below.
- 7.2 **Election to Terminate**. Either Party shall be permitted to terminate this Agreement on written notice to the other Party following a material breach of this Agreement by such Party.
- 7.3 **Automatic Termination**. If the Booking Request is cancelled in accordance with Article 6 above, this Agreement shall simultaneously be terminated.
- 7.4 **Termination Following Completion of the Booked Services**. This Agreement shall terminate immediately once both Parties have fulfilled their obligations under this Agreement.

ARTICLE 8 – LIABILITY OF THE PARTIES

- 8.1 **Liability for Breach of Contract**. It is understood that the Cleaning Service Provider and the Customer shall remain liable to one another for any breach of this Agreement with the Parties at all times having all legal remedies available to it at law.

ARTICLE 9 – GENERAL CONTRACT PROVISIONS

- 9.1 **Currency**. All amounts payable pursuant to this Agreement are expressed in and shall be paid in Singapore dollars.
- 9.2 **Rights and Waivers**. All rights and remedies of the Parties are separate and cumulative, and none of them, whether exercised or not, shall be deemed to be to the exclusion of any other rights or remedies or shall be deemed to limit or prejudice any other legal or equitable rights or remedies which either of the Parties may have.
- 9.3 **Waiver**. Any purported waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed electronically by the Party to be bound by the waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party. The waiver by a Party of any default, breach or non-compliance under this Agreement shall not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).
- 9.4 **Severability**. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of the prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.
- 9.5 **Notices**. Any notice required or permitted to be given under this Agreement shall be in writing and shall be properly given if personally delivered, delivered by electronic transmission or mailed by prepaid registered mail addressed as follows:
- (a) to the Cleaning Service Provider: At the address set forth in the Annexure
 - (b) to the Customer: At the address set forth in the Annexure

or to such other address as the Parties may from time to time specify by notice given in accordance herewith. Any notice so given shall be conclusively deemed to have been given or made on the day of delivery, if personally delivered, or if delivered by facsimile transmission or mailed as aforesaid, upon the date shown on the facsimile confirmation of receipt or on the postal return receipt as the date upon which the envelope containing such notice was actually received by the addressee.

9.6 **Time of Essence.** Time shall be of the essence of this Agreement in all respects.

9.7 **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding on, the Parties and their respective heirs, administrators, executors, successors and permitted assigns. No Party shall assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its, his or her rights or obligations under this Agreement without the prior consent of the other Party, which may be arbitrarily withheld.

9.8 **Amendment.** No amendment of this Agreement will be effective unless made in writing and signed by the Parties electronically.

9.9 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the Parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Agreement.

9.10 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore and the parties agree to submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore.

9.11 **Counterparts.** This Agreement may be executed in one or more counterparts and all such counterparts when executed and taken together will constitute this Agreement.

9.12 **Contracts (Right of Third Parties) Act.** A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce any term of this Agreement.