

NQ Pressure Washing – Terms and Conditions

ABN: 52367021448 (Queensland, Australia)

Definitions: In these Terms and Conditions, “**NQ Pressure Washing**” (also referred to as “**we**”, “**us**”, or “**the Company**”) means the above business and its employees, agents, and subcontractors. “**Client**” (or “**you**”) means the person or entity requesting our services. “**Services**” refers to the pressure washing, cleaning, concrete sealing, chemical treatment, and any related services provided by us.

By booking or using our Services, you (the Client) acknowledge and agree to the following terms and conditions.

1. Work Health and Safety & Environmental Compliance

- **Safety Standards:** We will perform all Services in accordance with applicable Australian laws, regulations, and industry standards. This includes following relevant Safe Work Australia guidelines and Australian Standards for high-pressure water cleaning (e.g. AS/NZS 4233.1:2013) to ensure safe operation and use of proper personal protective equipment. Our technicians are trained, competent, and certified as required for the tasks performed.
- **Environmental Protection:** We are committed to environmentally responsible practices. We comply with relevant environmental laws and Environmental Protection Authority (EPA) guidelines in Queensland regarding chemical use and runoff management. This means we will take reasonable steps to prevent contamination of soil or waterways (for example, by containing wastewater or using biodegradable detergents where possible). The Client agrees to cooperate with any measures we require to meet environmental or safety obligations (such as providing information on site drainage or allowing access for waste-water collection).
- **Client Cooperation:** You must not request or insist upon any service or method that contradicts safety or environmental regulations. We may refuse or cease work if we consider it unsafe or unlawful to proceed, without liability to us for delay or non-completion in such cases. We maintain appropriate insurance and licenses as required by law for the Services we provide.

2. Scope of Services and Quotations

- **Scope:** Our Services will be as described in our quotation or agreement with you. The specific tasks, areas to be cleaned, and any special treatments (e.g. application of chemicals, concrete sealing) will be detailed in the quote or job description. Any additional services or variations must be agreed in writing (which may include email) and may incur additional charges.
- **Quotations:** Any written quote we provide is valid for the period stated on it (or for 30 days if no period is specified). Quotes are based on the information available to us and an assumption that the site conditions align with what has been described. If upon arrival the scope of work is significantly different (for example, the area is larger than quoted or the degree of staining is more severe), we will discuss any necessary price or time adjustments with you before proceeding.
- **Acceptance:** You indicate acceptance of the quote and these Terms by confirming the booking of the Services (either in writing or verbally) or by allowing us to commence work. These Terms then form part of the agreement between NQ Pressure Washing and the Client. If you issue a purchase order or sign a work authorization, that will also constitute acceptance of both the quote and these Terms.

3. Bookings, Scheduling and Cancellations

- **Scheduling:** We will schedule the Service for an agreed date and time. Please note that pressure washing work is weather-dependent. Inclement weather or other unforeseen factors may affect the scheduled date. We will endeavour to inform you as soon as possible of any changes or delays in scheduling.
- **Client Availability:** The Client (or an authorised representative) should be present at the scheduled time to provide access to the site and to review the work with us if needed. If no one can be present, you must ensure we have the necessary access (keys, gate codes, etc.) and clear instructions.
- **Rescheduling and Cancellation:** If you need to cancel or reschedule the Service, please provide at least 24 hours' notice (in writing or by phone). This allows us to adjust our schedule. Cancellations or postponements made with short notice (less than 24 hours prior to the appointment) may incur a cancellation fee (up to a reasonable percentage of the service price or a call-out fee) to cover our lost time or travel costs. We will waive such fee if the change is due to genuine emergency circumstances or mutual agreement.
- **Weather Delays:** If we determine that weather conditions (heavy rain, storms, high winds, etc.) or other safety concerns prevent us from performing the work safely or effectively on the scheduled day, we will notify you and reschedule to the earliest possible date that suits both parties. Such weather-related rescheduling will not incur any additional charges, and

we shall not be deemed in breach of contract due to the delay.

4. Site Access and Client Responsibilities

To ensure the safety and efficiency of our work, the Client has the following responsibilities regarding site access and preparation:

- **Access to Work Areas:** You must provide safe and timely access to all areas that we need to work on. This includes unlocking gates, providing keys or access codes as necessary, and ensuring any alarm systems are disarmed or we are informed of them. If we cannot gain access to the site or specific areas at the agreed time, it may cause delay and you may be charged a stand-by or return-visit fee.
- **Utilities (Water and Power):** You agree to allow us to use on-site water and reasonable electricity supply as needed to perform the Services. It is your responsibility to ensure that an adequate water supply (via outdoor tap or other source) is available and in working order before we arrive. If an external water source (such as a water tanker) or generator is required due to no on-site supply, this may incur additional cost (which will either be included in the quote or communicated to you beforehand). Please ensure water pressure and flow are sufficient; significantly low water pressure or unavailable water may increase the time required or necessitate rescheduling, and additional charges may apply for the extra time or equipment needed. Similarly, if electricity is required for our equipment (e.g. for certain power washers or accessory tools) you should ensure safe, standard electrical supply is accessible. We are not responsible for any failure to perform or delays caused by outages or issues with third-party utilities (such as water or power supply interruptions beyond our control).
- **Site Hazards:** You must ensure the work area is as safe and hazard-free as possible before we begin. This means you should remove any obvious obstacles or dangers in the area to be cleaned, such as loose debris, tools, or tripping hazards. Please notify us in advance of any known risks at the site, for example: slippery surfaces, sharp drops, fragile structures, electrical hazards, or the presence of hazardous materials (like asbestos or chemicals) that might not be apparent. If we encounter unexpected hazardous conditions, we may pause work until they are resolved or, if serious, reschedule or terminate the job (with a fair charge for work done up to that point if the hazard was not disclosed).
- **Removal or Protection of Property:** Before we start, the Client should remove or cover any valuable, fragile, or water-sensitive items in or near the work area. This includes vehicles, furniture, pot plants, grills/BBQs, decorative items, electronics, or any other personal property that could potentially get wet, dirty, or damaged during the process. If such items cannot be moved, you should inform us so we can discuss how to protect them (e.g. covering). We will take reasonable care around remaining items, but we are not responsible for any damage to items that you did not remove or adequately secure in preparation for our Service. If we agree to help move any items, we do so as a courtesy and accept no liability for any accidental damage in doing so. Additional fees may apply if our crew has to spend significant time moving or protecting your belongings or fixtures.
- **Pets and People:** For everyone's safety, please keep children, pets, and other individuals away from the immediate work area while we are working. High-pressure water equipment can cause injury, and chemicals or debris may be hazardous. We recommend that you (and any occupants of the property) maintain a safe distance until the job is complete. If needed, keep pets indoors or in a secure area away from the noise and activity to prevent stress or interference with the work.
- **During Service:** Do not use any equipment or tools we have brought to the site, and avoid touching surfaces or entering areas currently being serviced. If you have any questions or need to communicate with the crew during the job, please get their attention from a safe distance. Our team will be wearing protective gear and operating potentially loud machinery, so patience is appreciated if they do not immediately hear or respond. They will periodically check in with you if you are on site.
- **After Service – Caution:** Once the cleaning is finished, please refrain from using the cleaned surfaces until they are dry and declared safe to use. Walking on wet surfaces (like freshly washed tiles, timber decking, or sealed concrete) can be slippery. If we applied any sealants or chemicals that require curing time, we will inform you of how long to wait before using the area. The Client is responsible for ensuring that no one (including tenants or visitors) goes onto the treated areas prematurely. We are not liable for any injuries or damages resulting from failure to heed these warnings.

5. Special Conditions for Strata, Commercial, Industrial, and Government Sites

We recognize that some sites (such as strata-managed properties, industrial facilities, or government premises) may have additional requirements or higher risk factors. The following terms apply for Services in these environments, in addition to all other terms:

- **Authority to Engage:** If you are a **body corporate, property manager, or facilities manager** arranging our Services for a strata title property, multi-unit complex, or any site you do not directly own, you confirm that you have the authority to

engage us and accept these Terms on behalf of the property owners or relevant governing entity. You are responsible for notifying occupants or stakeholders of the scheduled works (for example, informing residents of an apartment building about a planned pressure cleaning of common areas) and addressing any of their concerns or coordination needs.

- **Site Rules and Inductions:** The Client must inform us in advance of any site-specific rules, regulations, or induction requirements that our personnel need to follow. For example, industrial or government sites may require safety inductions, specific work hours, security clearances, visitor passes, or adherence to certain protocols (such as wearing particular PPE or attending safety briefings). If there are sign-in procedures or mandatory training for the site, the Client should arrange these before work commences. Any significant time spent in mandatory inductions or waiting for access beyond normal expectations may be billed additionally (we will outline such costs beforehand whenever possible).
- **Permits and Approvals:** The Client is responsible for obtaining any permits, access permissions, or special approvals required to perform the Services at the site. This may include parking permits for our vehicles, access to high-security areas, traffic control permits if we need to occupy public space (e.g. footpaths or roads), or environmental permits if required for wastewater disposal. We can provide information to support permit applications (e.g. detailing our methods or equipment), but securing the permits is generally the Client's responsibility unless otherwise agreed.
- **High-Risk Environments:** If the work area is considered high-risk (e.g. near operating machinery, in a food processing plant, around sensitive equipment, or at height), the Client must clearly communicate all hazards and any procedures to mitigate them. We may conduct our own risk assessment on site. If we determine that additional safety measures (not included in our original scope) are necessary to proceed (for instance, if a lifter, scaffolding, or extra personnel are needed to safely access an area), we will advise you of any changes to scope or pricing and seek your approval before incurring extra cost. We reserve the right to delay or not commence work until identified safety issues are resolved or required measures are in place.
- **Interruption of Business or Operations:** We will endeavour to carry out our Services with minimal disruption to your operations and those of any tenants or occupants. The Client should advise us of any particularly sensitive operations or timing issues (for example, do not pressure clean near office windows during business meetings, or avoid noisy work during school exam periods, etc.). We will take reasonable care to coordinate with you on scheduling in a way that minimises inconvenience. However, we accept no liability for any indirect impacts on business operations, such as loss of revenue or productivity, due to necessary cleaning activities or agreed access arrangements. For example, if a warehouse must halt operations for a few hours while we clean an area, that downtime is deemed to have been accepted as part of the Service arrangement.
- **Public and Worker Safety:** On strata, commercial, or government sites, there may be other people present (residents, employees, public). The Client (and site management) must assist in ensuring that our work area is cordoned off or signposted to keep bystanders at a safe distance. If needed, we can provide warning signs or barricade tape. In some high-traffic public areas, the Client might need to arrange for traffic management or additional personnel to guide pedestrians – we will discuss this with you if applicable. We may also request an on-site contact person (such as a facility manager or security guard) to be available while we perform the work, especially for large or sensitive sites.
- **Compliance with Site Requirements:** We will comply with all reasonable site requirements provided to us (such as health, safety, environmental and security rules of the facility). In turn, the Client acknowledges that our work will be done in accordance with our own safety procedures and industry standards, which may require certain actions (like temporarily blocking off an area or using specific machinery). We will coordinate with the Client to ensure both site rules and our safety protocols are followed. If a conflict arises between our safety requirements and the site's practices, we will discuss a solution with the Client or site management. If no safe compromise can be reached, we may withdraw from the site and the Service will be deemed cancelled by mutual safety concerns (with payment due for any portion of work completed).

6. Chemical Treatments and Concrete Sealing

Our Services may include the use of chemicals (such as detergents, mould/mildew treatments, degreasers, acids or alkalis for cleaning, or concrete sealants). These specialised treatments have additional considerations:

- **Use of Chemicals:** We use chemical cleaning agents and sealants when water alone is insufficient for effective cleaning or when sealing/protective coating is requested. All chemicals we use are approved for their intended use and our team is trained in their proper application and handling (including reference to Safety Data Sheets for each product). We will follow manufacturer instructions for dilution, dwell time, and application to achieve the best results and to ensure safety.
- **Hazardous Substances:** Some chemicals can be hazardous (for example, chlorine bleach solutions, acidic cleaners, or

solvent-based sealers). We take precautions such as using appropriate personal protective equipment and ensuring adequate ventilation when using these substances. The Client must inform us of any people, animals, or sensitive plants that could be affected by chemicals so we can take additional precautions. For instance, if there are fish ponds, delicate landscaping, or people with respiratory sensitivities nearby, we should know in advance. We may advise occupants to stay indoors or away from the immediate area during and for a short time after the treatment. By accepting these Services, you acknowledge that chemicals will be used and agree that we are not responsible for any harm or allergic reactions if individuals or pets enter the treated area against our advice or before it has been declared safe.

- **Surface and Surroundings Protection:** We will take reasonable measures to protect adjacent areas from overspray or runoff of chemicals (for example, we may wet down plants beforehand to protect them from detergents, or cover nearby items). However, **we cannot guarantee that there will be zero drift or runoff**. The Client understands that a small amount of chemical spray or mist might travel to nearby surfaces or soil. We will rinse down surrounding areas to dilute and minimise any impacts. The Client should remove or cover any especially sensitive items or vegetation before we start (as noted in Section 4). We are not liable for minor discolouration or damage to adjacent materials or vegetation that could reasonably occur from the use of cleaning agents in the normal course of work. (For example, slight browning of grass next to a cleaned driveway or a few soap spots on windows, which can be cleaned off.) We will, of course, address any significant accidental spillage or damage caused by our negligence.
- **Manufacturer Warranties on Surfaces:** Certain surfaces or materials at your property may come with manufacturer's warranties or specific maintenance guidelines (for example, pre-painted steel roofing, specialty coated concrete, or treated timber decks). It is the Client's responsibility to inform us if any such warranty or special requirement applies to areas we will clean or seal. We will use appropriate methods to honour any known requirements (for example, using lower pressure on a coated surface if high pressure would void the warranty). If you do not inform us and we proceed with normal cleaning or sealing, we will not be liable for any voided warranty or associated damage. We also do not take responsibility for pre-existing coating failures or issues that become visible after cleaning. For instance, if pressure cleaning reveals areas where a previous sealer has worn away or paint was loosely adhered, any further peeling or flaking is a result of that prior condition, not our process.
- **Concrete and Paver Sealing:** When we apply sealants to concrete, pavers, or other surfaces, the goal is to protect and enhance the surface. We do not guarantee a specific colour, shade, or gloss outcome after sealing; the final appearance can vary due to the material's nature and how it absorbs the sealer. We will follow the product manufacturer's recommendations, but the Client acknowledges that variations in appearance (including patchiness or highlighting of existing stains/tones) can occur. The sealer will typically need time to cure. During curing (which can be several hours or more), the surface should be kept free of foot or vehicle traffic, water, and debris. We will provide you with curing guidelines. Our liability for any issues with the sealant is limited to either reapplying the product if it is proven that we applied it incorrectly, or assisting you in making a claim under the product manufacturer's warranty if the product itself was defective. All warranties for sealing products or chemicals used are limited to those provided by the product manufacturers; we make no additional promises or guarantees beyond the manufacturer's warranty.
- **Post-Treatment Care:** After chemical treatment or sealing, we may advise certain care instructions (e.g. not to use harsh cleaners on a freshly sealed surface for a period of time, or steps to neutralise any chemical if needed). Following these instructions is important for your safety and to maintain results. The Client agrees that once the job is done and instructions given, responsibility for ongoing care shifts to you. We are not liable for any damage or issues caused by the Client or third parties ignoring after-care instructions or performing subsequent improper cleaning or maintenance on the treated areas.

7. Satisfaction, Guarantees and Warranty Disclaimer

- **Our Commitment:** NQ Pressure Washing is committed to delivering services with due care and skill, and in a manner that is fit for the purpose as far as is reasonably possible. If you have any concerns about the quality of our work, please inform us **promptly** (ideally within 24-48 hours of completion). We will inspect and, if appropriate, rectify any issue that is within our control and responsibility. For example, if an area was missed or not cleaned to the expected standard as per our agreement, we will re-clean that area at no additional cost. Your satisfaction is important to us, and we will work in good faith to resolve legitimate complaints about our Service.
- **No Other Warranties:** We do not offer any warranties or guarantees beyond those required by law or explicitly promised in our service agreement. Any manufacturer's warranties on products (such as sealants or cleaners) used during the Service are passed through to the Client as per Section 6, and we do not provide separate warranty on those products. For example, if a sealed surface fails due to a defective sealing product, the remedy would be through the manufacturer's warranty, not a new service warranty from us (though we will assist in making a claim).

- **Australian Consumer Law (ACL):** We acknowledge that you may have rights and remedies under the Australian Consumer Law (ACL) and other laws, which cannot be excluded or limited by contract. Nothing in these Terms is intended to exclude, restrict, or modify any condition, warranty, guarantee, right or remedy you may have under the ACL or other legislation, to the extent that such exclusion, restriction or modification would be unlawful. For example, if the ACL applies and our Services fail to meet a consumer guarantee (e.g. not provided with due care and skill), you may be entitled to a remedy such as a re-performance or refund.
- **Warranty Disclaimer:** Except for any non-excludable rights under law, we expressly disclaim all other warranties or guarantees, whether express or implied. This includes any implied warranties of fitness for purpose, outcome of cleaning, or expected results. We cannot guarantee that every stain or mark will be removed by our cleaning process, and some outcomes (like degree of colour restoration or uniformity of cleaning) may vary. Some stains or conditions are impossible to completely remediate with pressure washing alone. For example, certain rust marks, deep oil stains, artillery fungus, heavy oxidation of paint, etc., might remain visible even after cleaning. We will endeavour to advise you of such possibilities during quoting or when identified on site, but absence of a warning does not constitute a guarantee of removal.
- **Statutory Limitations:** If we are liable for a breach of a statutory guarantee or any term implied by law that cannot be excluded, and it is permissible under the law, our liability is limited to one or more of the following (at our election): (a) supplying the Services again; or (b) payment of the cost of having the Services supplied again. In simpler terms, to the extent legally allowed, we will either redo the work or pay for someone else to do it, as the remedy for any proven failure on our part. This limitation is not intended to curtail your rights but to clarify the extent of our obligation should an issue arise.

8. Limitation of Liability and Exclusions of Risk

While we strive to deliver Services to a high standard, there are inherent risks in pressure washing and related services. By engaging us, the Client agrees that, except to the extent caused by our negligence or breach of law, NQ Pressure Washing will not be held liable for certain types of damage or loss as set out below. In particular, our insurer does not cover some specific risks (notably water ingress and certain kinds of pressure-related damage), so it is important you understand and accept these exclusions:

- **Property Condition Acknowledgment:** You understand that the nature of high-pressure cleaning can expose or worsen pre-existing flaws in building materials or surfaces. We expect that your property is in a sound and reasonably well-maintained condition before we commence work. This includes but is not limited to: solid and intact concrete, pavers, bricks, or wood; properly adhered paint or coatings; secure and non-corroded screws, fastenings or fittings; well-sealed windows, doors, and other openings; and functional, up-to-code plumbing and drainage. We may ask you about the age and condition of surfaces, but ultimately we cannot know the full history or integrity of your property. We will not be liable for any damage or loss that is a result of pre-existing weakness, disrepair, or defect in your property. For example, if mortar between bricks is already loose, some of it may be dislodged by cleaning; if wood is rotted, high pressure water may cause it to fragment; if paint is flaking, washing will likely peel off loose flakes. These outcomes, while perhaps initially alarming, are often unavoidable consequences of addressing an already deteriorated condition. The responsibility for repairing such pre-existing issues lies with the property owner, not with our Service.
- **Water Ingress (Water Intrusion):** We take precautions to avoid water entering the interior of buildings or penetrating into unwanted areas. However, high-pressure water can sometimes find its way through tiny gaps or faulty seals. NQ Pressure Washing is not responsible for water ingress into structures that occurs due to pre-existing construction faults, poor maintenance, or circumstances beyond our control. All windows, doors, vents and other openings must be closed and sealed by the Client prior to our work. We expect that these, as well as the building's roof, flashing, and seals, are watertight and in good condition. If water enters due to, for instance, a door or window left open, deteriorated weather-stripping, cracks in walls, or gaps in roofing, that risk is assumed by the Client. We will do our best (for example, we won't intentionally spray water directly into vents or obvious gaps), and if we notice potential problem areas, we'll try to alert you. But ultimately, we cannot accept liability for any water damage inside walls, under doors, in ceilings, or to contents of structures, except to the extent it was caused by our gross negligence. (Gross negligence meaning we blatantly directed water where we clearly shouldn't have). Please ensure your premises is prepared and sealed against ingress of water under high pressure.
- **Pressure Damage to Surfaces:** By its nature, pressure washing involves a forceful stream of water. We will select an appropriate pressure and nozzle for each surface to clean effectively without damage, based on our professional assessment. However, there is an inherent risk that high-pressure water may cause harm to certain materials if those materials are weak or degraded. We are not liable for any chipping, etching, loosening, or other damage caused to surfaces that cannot withstand standard pressure cleaning when such damage is due to the surface's condition, not our technique. For example, if concrete is old or has hairline cracks, the cleaning may enlarge those cracks or cause small chips. If paint or

render is not sound, portions may come off. If tiles or slates on a roof are cracked or loose, they might break or dislodge during cleaning. We strongly advise clients to point out any known delicate areas, and we may test a small area first. If a client insists on cleaning a surface that we warn is delicate (e.g. old brickwork or a weathered timber deck), the client assumes responsibility for that outcome. We will not be responsible for repairing or compensating for such damage except where we failed to exercise due care or used a clearly inappropriate method.

- **Indirect or Consequential Losses:** We shall not be liable for any indirect, special or consequential losses arising from our Services, to the maximum extent permitted by law. This includes, for example, loss of use of property, loss of business or income, accommodation costs, or personal inconvenience due to an outcome of the cleaning. By way of illustration, if we are cleaning a roof and an unforeseen water leak occurs, necessitating repair and temporarily making a room unusable, we are not liable for the homeowner's hotel costs or lost rental income during that repair – those are consequential losses. Our liability (if any, and subject to these terms and the law) would relate strictly to the direct damage (in this example, perhaps the repair of the leak if we were at fault).
- **Cap on Liability:** To the extent that our liability is not already excluded by other provisions, and to the extent permitted by law, the total aggregate liability of NQ Pressure Washing for any claim arising out of or in connection with our Services or this agreement (whether in contract, tort, or otherwise) shall not exceed the total amount paid by you for the specific Service in question. In other words, if despite the above we are found liable for something, the maximum compensation we would be required to pay will be no more than the price you paid us for that job.
- **No Liability for Certain Events:** We will not be responsible for any failure or delay in performing the Services, or for any damage or loss, to the extent that such failure, delay, damage or loss is caused by events or circumstances beyond our reasonable control (see the *Force Majeure* clause below for examples). If, for instance, an unexpected mains power cut stops our electric equipment and causes us not to finish the job on time, or a sudden severe downpour occurs and causes dirty runoff after we cleaned, we are not liable for the impact of those events (though we will return to finish or rectify when conditions allow, as part of our commitment).
- **Specific Exclusions:** For absolute clarity, the following are explicitly excluded from our liability (unless caused by our proven negligence or breach of these Terms):
 - Damage to any external electrical or electronic components (e.g. outdoor lights, intercoms, security cameras, power outlets) resulting from water contact, if those components were not adequately weatherproof or were left powered on contrary to instructions. (Clients should turn off power to external outlets or cover them securely; we can assist if requested.)
 - Damage to third-party property or neighbouring property caused by water spray, debris, or runoff, except where we failed to take reasonable precautions. The Client is responsible for alerting neighbours if needed and obtaining consent if our work could affect adjoining property (such as water spraying through a fence). We will exercise care, but minor overspray or drift may occur as noted, and the Client accepts that risk on their property.
 - Any fading, oxidization, or discolouration of surfaces that becomes visible after cleaning. Often, cleaning removes chalky oxidised layers or built-up dirt, which can make colour variations or sun-fading more pronounced. We are not responsible for such pre-existing conditions becoming noticeable. Similarly, if cleaning makes repaired areas or past paint touch-ups differ in appearance, that is not our fault but a result of how those areas weathered.
 - Etching or marks on glass or windows. Hard water or chemical overspray can occasionally leave spots on glass. We do our best to rinse and avoid this, but if any light water spotting or streaking occurs on windows as a byproduct of our work, we do not include detailed window cleaning in our standard service. (Professional window cleaning can be provided at extra cost if arranged.) We are also not liable for any pre-existing scratches or damage on windows that become more evident after cleaning.
 - Any damage to concealed infrastructure such as underground pipes, wiring, or irrigation systems that we were not made aware of. For example, if we drive over an unseen sprinkler head on a lawn or pressure clean a surface under which wiring is improperly shallow and it gets affected, we cannot be held responsible if such elements were not clearly marked or known to us. We expect the Client to point out or map any hidden installations that we should be cautious about.
- **Photographic Evidence:** We may take 'before and after' photos of the work areas for our records and as evidence of the condition and results. This is often useful in identifying if certain damage or conditions pre-existed our work. We will respect privacy (no persons in photos) and will not publicly use photos without permission, except that we may use them anonymously for internal training or insurance documentation.

In summary, except for obligations we cannot exclude by law, our liability to you is limited and we do not assume the risks that are outside our control or lie with the condition of your property. You, as the property owner or manager, are in the best position to know the state of your property and must accept the inherent risks of the pressure cleaning process on that property. We will, of course, exercise our skills diligently and work with you to mitigate risks where possible.

9. Indemnity

To the fullest extent permitted by law, the Client agrees to indemnify and hold harmless NQ Pressure Washing, its owners, employees, agents, and subcontractors from and against any and all claims, demands, liabilities, losses, damages, or expenses (including legal fees) arising out of or related to:

- **Client's Breach:** Any breach by you of these Terms or of any obligations you have to third parties (for example, if you failed to obtain permission for us to work on a property and someone brings a claim, or you violate strata bylaws causing a fine, etc.).
- **Client's Negligence or Misconduct:** Any negligent act or omission or wilful misconduct by the Client or your agents, occupants, or invitees related to the Services. For instance, if someone at your direction ignores our safety instructions and causes an injury or damage, you will indemnify us for any resulting claims.
- **Third-Party Claims:** Any claim by a third party arising from our performance of the Services to the extent that such claim is caused by factors outside our control or is attributable to the Client's actions or failures. For example, if a neighbour alleges runoff from the cleaning damaged their garden, and it was later found that a drain on your property was blocked due to your negligence which caused the overflow, you would indemnify us.
- **Client's Provided Information or Equipment:** The inaccuracy or incompleteness of information you provide us, or issues with any equipment/utilities you supply. (E.g., if you ask us to use a particular chemical you provide and it causes damage, or an electric outlet you insisted we use is faulty and causes injury – you would be responsible for those outcomes.)

This indemnity means that if any of the above events leads to a claim or expense against NQ Pressure Washing, you will reimburse us for the costs and liabilities we incur. We will promptly notify you of any such claim and, so far as is possible, give you the opportunity to handle or participate in the defence of the claim. This indemnity continues to operate after the completion of the Services and even after termination of any agreement between us. (Note: Your indemnity obligation will be reduced proportionally to the extent a claim or loss is caused by our own negligence or breach of these Terms, as we cannot ask you to indemnify us for our own faults.)

10. Use of Subcontractors

NQ Pressure Washing reserves the right to engage subcontractors or independent third parties to carry out all or part of the Services. We may do so, for example, for specialized tasks or when managing larger projects.

- **Quality and Responsibility:** If we subcontract work, we will ensure that the subcontractors are suitably qualified and experienced to perform the job. We will remain responsible for the Services provided by any subcontractor as if we performed the work ourselves, and all the protections and limitations of these Terms (such as liability exclusions and indemnities) extend to our subcontractors and agents. You agree that you will not hold any subcontractor of ours liable for any damage or loss, and that any claims arising from their work will be brought against NQ Pressure Washing (subject to these Terms).
- **No Direct Engagement:** You agree not to solicit or engage directly (without our consent) any subcontractor that we introduce to the job for additional services outside of our arrangement, during the course of the project. (This does not prohibit you from hiring any company you choose independently in the future, but you should not attempt to cut out NQ Pressure Washing by dealing on the side with personnel we brought in for the agreed Services.) This ensures clarity in responsibility and communication.
- **Payment:** If subcontractors are used, you will not be charged more than the agreed quote/price without prior approval. Any subcontractor fees are our responsibility to pay, unless otherwise specified and agreed in writing with you (for instance, if the scope changes and requires an outside specialist at additional cost, we would discuss and get approval from you for any price variation).
- **Specialist Services:** In some cases, we might recommend you engage a separate specialist rather than subcontract under us (for example, an electrician to disconnect power to certain fixtures, or a plumber to address drainage issues found). If such external services are needed, we can coordinate with them, but they would be engaged by you (or by us with your approval) and carry their own terms and liability. We will clearly communicate when any part of the work is outside our Service and needs separate handling.

In summary, using subcontractors is a normal practice to ensure we have the right expertise on the job. We will manage any third parties we bring in and stand behind the work they do for us on your project.

11. Force Majeure (Events Beyond Our Control)

NQ Pressure Washing shall not be liable for any failure to perform, or delay in performing, any of our obligations under these Terms if that failure or delay is due to a cause beyond our reasonable control. This includes, but is not limited to, events such as:

- **Natural Events:** Acts of God, lightning strikes, earthquakes, floods, severe storms, or other extreme weather conditions that prevent safe or effective working.
- **Accidents and Unforeseen Damage:** Fire, explosion, or other accidents (unrelated to our own operations) that impact the work site or our equipment; sudden damage to equipment (despite proper maintenance) like a burst hose that cannot be immediately replaced.
- **Public Emergencies:** War, terrorism, civil disturbances, riots, or public health emergencies (including epidemics or pandemics) that impose restrictions or dangers.
- **Government Actions:** Actions or orders by any government authority (e.g. evacuation orders, road closures, permit cancellations, or new regulations) that impede our work.
- **Utilities and Infrastructure Failures:** Outages or failures of utilities such as power, water, or fuel that are not limited to the Client's site (for example, a region-wide blackout or water main break) which are essential to our Services; or transportation disruptions like road blockages that delay our team or supplies.
- **Labour or Supply Shortages:** Strikes, lockouts or other industrial disputes affecting our workforce or the supply chain, or unexpected shortage of materials or fuel beyond our control.

If such a force majeure event occurs, we will notify you as soon as practicable of the situation and of our expected ability to resume the Services. Our obligations will be suspended for the duration of the event, and we will resume work as soon as reasonably possible. If the force majeure event continues for an extended period making the completion of our Services impractical, either party may have the option to cancel the remaining work. In the event of such cancellation, you will only be liable to pay for the portion of Services already provided (and any materials irrevocably procured for your job), and we will refund any pre-payments for work not performed. Neither party will be in breach of the contract due solely to a force majeure delay or failure, and neither will have any liability to the other for losses arising from such force majeure event (provided that any money previously owed for work done remains due).

12. Dispute Resolution

We value our clients and aim to resolve any disagreements fairly and promptly. By engaging our Services, both NQ Pressure Washing and the Client agree to attempt the following steps in case of a dispute:

- **Good Faith Negotiation:** If any dispute arises out of or in connection with our Services or these Terms, either party may notify the other in writing (email is acceptable) of the nature of the dispute. The parties will then attempt in good faith to resolve the issue through direct discussion and negotiation within a reasonable timeframe. Most issues can be resolved quickly with open communication.
- **Mediation:** If the dispute cannot be resolved through negotiation within 14 days (or a timeframe mutually agreed), the parties should consider resolving it through mediation. Mediation involves a neutral third-party mediator to facilitate a resolution. We can jointly appoint an accredited mediator (for example, through the Queensland Law Society or another respected mediation service). The costs of mediation, if any, can be shared equally between us (unless otherwise agreed as part of a settlement). Mediation is not binding unless an agreement is reached, but it often helps to avoid lengthy litigation.
- **Legal Proceedings:** If a dispute is not resolved by negotiation or mediation, either party may pursue other legal remedies. However, (except for urgent matters requiring immediate court intervention such as injunctions) we encourage trying the above steps first. Any court proceedings must be initiated in the appropriate courts or tribunals of Queensland (see Governing Law below). We both agree not to engage in any harassing or defamatory public communications (such as social media postings) about the dispute – focusing instead on proper resolution channels.
- **Continued Performance:** Where safe and practical, both parties should continue to perform their obligations under these Terms while a dispute is being resolved (for example, the Client should pay undisputed portions of invoices and we should continue work on unaffected areas), unless doing so would be impossible or would breach another section of these Terms.

Note: Nothing in this dispute resolution clause prevents either party from at any time seeking urgent injunctive or equitable relief from a court if necessary to protect that party's rights. For example, if there's a dispute and something needs to be preserved or an unlawful action stopped immediately, a party can go to court without waiting through negotiation/mediation.

13. Governing Law and Jurisdiction

This agreement is governed by the laws of Queensland, Australia. The parties agree that any legal action or proceeding arising out of or in connection with these Terms or the provision of Services shall be brought in the courts or tribunals of competent jurisdiction in the State of Queensland. Each party submits to the exclusive jurisdiction of those courts, except that if the matter is within the scope of a small claims or civil tribunal (such as the Queensland Civil and Administrative Tribunal, QCAT), then that forum may also be used by either party.

By choosing Queensland law, we do not exclude any broader Australian laws that may apply (for instance, the Australian Consumer Law, which is Commonwealth legislation, as noted above). Rather, it clarifies that any contractual or common law issues will be judged according to Queensland's legal principles, and any disputes will be heard in Queensland. If you are located outside Queensland, you agree to travel (or send representation) to Queensland for any court proceedings, to the extent permitted by law.

14. Miscellaneous Provisions

- **Entire Agreement:** These Terms and Conditions, along with any written quote, scope of work, or service agreement provided to you, constitute the entire agreement between NQ Pressure Washing and the Client regarding the Services. They supersede any prior verbal or written agreements or understandings. No other verbal promises or representations are binding unless documented in writing. For example, if a technician or representative makes a commitment on-site that is not in the paperwork, it must be added to the job documentation to be enforceable.
- **Amendments:** We may update or modify these Terms and Conditions from time to time. However, any changes will not affect a Service agreement already in place at the time of the change. The Terms that apply to your Service are those provided or made available to you at the time of your booking. If we do need to change a term mid-project (which would be unusual), it will be done only by mutual agreement (in writing).
- **Severability:** If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court or tribunal of competent jurisdiction, that provision will be deemed modified to the minimum extent necessary to make it enforceable (if possible), or severed (if not possible), and the remainder of the Terms will continue in full force and effect. In other words, the invalid part does not invalidate the rest of the agreement.
- **No Waiver:** If either party fails to enforce a provision of these Terms or delays in enforcing it, that does not waive their right to enforce the same provision later or any other provision. For example, if we don't strictly enforce a payment deadline one time, it doesn't mean we give up our right to enforce payment deadlines in the future. Any waiver of rights must be explicit and in writing to be effective, and will apply only to the specific instance stated.
- **Assignment:** The Client may not assign or transfer the benefit of this agreement to any other person or entity without our written consent (which will not be unreasonably withheld). NQ Pressure Washing may assign or transfer its rights and obligations under this agreement, for example, as part of a business sale or reorganisation, by providing notice to the Client. Any assignee will continue to honour the Terms herein for existing agreements.
- **Independent Contractor:** NQ Pressure Washing is an independent contractor providing services to you. Nothing in this agreement is intended to create any partnership, joint venture, employment, or agency relationship between us and the Client. We provide services for you, but we remain an independent business. You have no authority to control our professional judgment in performing the work (beyond specifying outcomes), and we have no authority to represent or bind you in any way, except as may be explicitly agreed in writing.
- **Third-Party Rights:** These Terms are intended to protect the rights of NQ Pressure Washing and the Client. Unless stated otherwise, they are not intended to grant any right or remedy to any other third party, except that our affiliates, employees, and subcontractors are entitled to the benefit of any disclaimers or limitations of liability stated herein (as they can be seen as third-party beneficiaries to those provisions).
- **Contact and Notices:** Our official contact details for any notices or communications under these Terms are: *[Insert contact email, phone, and address if desired]*. You may contact us in writing or by phone for any questions or issues. For formal legal notices, writing (email or postal mail) is preferred. We will use the contact information you provided when booking the service for any notices to you (unless you update us with new details). Please ensure we have your correct email, phone, and address. Notices via email are considered received on the day of sending if sent before 5pm on a business day (otherwise the next business day), and postal notices 5 business days after sending (within Australia).
- **Headings:** Section headings in this document are for convenience and readability only. They do not affect interpretation. For example, just because a certain topic is discussed under a heading doesn't mean it might not also relate to another part of the agreement. The full context of the clauses will prevail over any heading if there's ambiguity.

By proceeding with a booking or using NQ Pressure Washing's Services, you confirm that you have read, understood, and agree to these Terms and Conditions. We encourage you to keep a copy of this document for your records. Our aim is to provide excellent service while being transparent about the terms of our engagement. If you have any questions or would like to discuss any term, please contact us before the work commences. We appreciate your business and look forward to delivering a great result for you, safely and professionally.