

The logo for Kleepers is a solid light blue rectangle. Centered within this rectangle is the word "kleepers" in a lowercase, sans-serif font. The letters are a light purple or lavender color with a thin, darker purple outline.

kleepers

**CLEANING SERVICES
AGREEMENT**

THIS AGREEMENT is made on the date the Customer checks the box that reads “I have read and agree to the T&Cs” and clicks the “Next” button.

BETWEEN

- (1) **KLEEPER PTE. LTD. (UEN No. 201710741K)** of 50 Chin Swee Road, #09-04 Thong Chai Building, 169874 (hereinafter referred to as the “**Cleaning Service Provider**”);

AND

- (2) **THE CUSTOMER** (as defined in Clause 1.1 below).

(each a Party and collectively, the Parties)

WHEREAS:

- (A) The Cleaning Service Provider offers various types of cleaning services and operates and manages an online platform at www.kleppers.com (the “**Website**”) through which a customer can book various home cleaning services provided by the Cleaning Service Provider;
- (B) The Customer may make payment for the aforesaid cleaning services through credit card at the time of submitting a Booking Request or may purchase Pre-paid Credits from the Cleaning Service Provider for purposes of paying for the aforesaid cleaning services;
- (C) The Customer is desirous of engaging the Cleaning Service Provider to provide the aforesaid home cleaning services and/or purchasing Pre-paid Credits;
- (D) The Parties wish to enter into this Agreement for the purpose of setting forth the terms and conditions that govern the provision of any Booked Services (as defined in Clause 1.1 below) as well as the Customer’s purchase of any Prepaid Credits.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement and the recitals above, unless the subject or context otherwise requires, the following words and expressions shall have the following meanings:

- 1.1.1 “**Additional Cleaning Tools**” means multi-purpose detergent; kitchen detergent; bathroom / toilet detergent; glass detergent; water scraper; glass wipers; duster; different types of cloths for different surfaces e.g. TV screen, glass, mirror;

- 1.1.2 **“Agreement”** means this agreement, which may be amended from time to time in writing, as provided for in Clause 14 herein;
- 1.1.3 **“Basic Cleaning Tools”** means dishwashing detergent; trash bags; scouring pads & sponges; a vacuum cleaner and mop, or dry&wet mop; buckets / pails; three (3) to four (4) microfiber cloths / rags per area; and ladder;
- 1.1.4 **“Booking Confirmation”** means the email received by the Customer from the Cleaning Service Provider confirming its acceptance of the Booking Request and forming part of this Agreement;
- 1.1.5 **“Booking Request”** means the reservation made by a Customer on the Website for the Booked Services, excluding any Special Requests, which are to be carried out at the Booked Service Location at the Scheduled Booking Time;
- 1.1.6 **“Booked Services”** means the Cleaning Services that the Customer has requested in its Booking Request, excluding any Special Request, and shall include any Rectification Services the Cleaning Service Provider may be requested to provide resulting out of a Booked Services Dispute in accordance with the terms of this Agreement.
- 1.1.7 **“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;
- 1.1.8 **“Booked Service Fee”** means the total fee payable by the Customer for the Booked Services. Any Booked Service Fee shall be expressed and paid in Singapore dollars;
- 1.1.9 **“Booked Service Location”** means the address where the Booked Services are to be carried out as identified in the Booking Request;
- 1.1.10 **“Cleaning Agent”** means an employee or agent of the Cleaning Service Provider designated to carry out the Booked Services;
- 1.1.11 **“Cleaning Services”** means the cleaning services offered by the Cleaning Service Provider on its Website, based on the scope of work set out in the “Scope of Work” section of the Website;
- 1.1.12 **“Cleaning Service Provider”** means such individual or entity named in the Annexure that will be providing the Booked Services;
- 1.1.13 **“Contact Form”** means the contact form on the “Contact” page of the Website;
- 1.1.14 **“Customer”** means such individual named in the Booking Confirmation that has submitted the Booking Request;

- 1.1.15 **“Dispute Period”** means the twenty-four (24) hour period following the completion of an Event or Booked Services.
- 1.1.16 **“Event”** 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;
- 1.1.17 **“Once-off Booked Service”** means cleaning services provided by the Cleaning Service Provider on a once-off basis, such as “One-Time Cleaning”, “Spring Cleaning” or “Move in / Move out” cleaning;
- 1.1.18 **“One-Time Cleaning”** means a once-off cleaning service provided by the Cleaning Service Provider for the Booked Service Duration;
- 1.1.19 **“Payment Agent”** means the third party escrow and payment agent engaged by the Cleaning Service Provider to collect the Booked Service Fees;
- 1.1.20 **“Pre-paid Credits”** means a certain number of hours of “One-Time Cleaning” or “Regular Cleaning” paid for in advance by the Customer at a discounted rate;
- 1.1.21 **“Regular Cleaning”** means cleaning service provided by the Cleaning Service Provider on an ongoing basis, such as on a weekly, fortnightly or monthly basis;
- 1.1.22 **“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
- 1.1.23 **“Special Requests”** means any special requests and/or additional services that the Customer may request for in writing in the “Special Requests” section of the Booking Request, and which the Cleaning Service Provider will carry out or fulfil on a discretionary basis;
- 1.1.24 **“Website”** means www.klepers.com and associated mobile phone applications.
- 1.2 The division of this Agreement into Clauses 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 a Clause or Section refers to the specified Clause or Section of this Agreement.

2. PRE-PAID CREDITS

- 2.1 In the event the Customer has purchased or agreed to purchase Pre-paid Credits the following terms shall apply:

- 2.1.1 The Parties agree to use and allow the Payment Agent to automatically process the Customer's credit card in an amount equal to the cost of the Pre-paid Credits as reflected on the Website and to remit the relevant payments to the Cleaning Service Provider at the time of checkout;
- 2.1.2 The Customer shall be entitled to use the Prepaid Credits at any time for purposes of booking One-Time Cleaning or Regular Cleaning;
- 2.1.3 The Customer shall be entitled to transfer the Prepaid Credits, or a portion thereof, to any third party designated by the Customer, provided the third party signs up for an account with the Website and enters into an agreement identical to this Agreement with the Cleaning Service Provider;
- 2.1.4 The Customer shall be entitled to sell any unused Prepaid Credits back to the Cleaning Service Provider for 50% of the value of the unused Prepaid Credits;
- 2.1.5 The Cleaning Service Provider shall have the right to make amendments to the terms and conditions that apply to the Pre-Paid Credits from time to time as it deems necessary, including but not limited to setting an expiry date on the Pre-paid Credits. The amendments shall apply from the time the Cleaning Service Provider notifies the Customer of the changes in writing.

3. ACCEPTANCE OF THE BOOKING REQUEST

- 3.1 By submitting a Booking Request, the Customer agrees to pay the Booked Service Fee in exchange for the provision of the Booked Services.
 - 3.2 The Parties agree 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 at the time of checkout.
 - 3.3 Pursuant to receipt of the Booking Request, a Booking Confirmation will be issued by the Cleaning Service Provider to the Customer.
 - 3.4 By way of the Booking Confirmation, the Cleaning Service Provider confirms that they accept and are able to comply with the Booking Request i.e. to provide the Booked Services at the Scheduled Booking Time and Booked Service Location. For the avoidance of doubt, the issuance of the Booking Confirmation does not guarantee that the Customer's Special Requests (if any) will be carried out by the Cleaning Service Provider and any Special Requests will be fulfilled on a discretionary basis.
- 3 5 The Parties acknowledge that the Cleaning Service Provider is engaged

Agreement shall be construed as creating a partnership, joint venture or employer-employee relationship between the Parties. Neither Party is an 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.

4. OBLIGATIONS OF THE CLEANING SERVICE PROVIDER

- 4.1 Upon issuance of the Booking Confirmation, the Cleaning Service Provider agrees to provide the Booked Services at the Scheduled Booking Time and Booked Service Location.
- 4.2 The Cleaning Service Provide further undertakes to:
 - 4.2.1 Save where the Customer has selected a specific Cleaning Agent in the Booking Request, designate and/or assign a suitable Cleaning Agent to perform the Booked Services no later than twenty-four (24) hours before the Scheduled Booking Time;
 - 4.2.2 complete the Booked Services with acceptable care and skill;
 - 4.2.3 take all necessary steps to avoid any loss and/or damage to the Customer's property;
 - 4.2.4 deliver the Booked Services in a manner, to the greatest extent possible, which gives the desired results as agreed by the Parties;
 - 4.2.5 utilise the Booked Service Duration effectively and efficiently in providing the Booked Services; and
 - 4.2.6 deliver the Booked Services in accordance with the Booking Request.

5. OBLIGATIONS OF THE CUSTOMER

- 5.1 The Customer shall be responsible for each of the following:
 - 5.1.1 to do all things necessary to enable the Cleaning Agent to efficiently perform the Booked Services in accordance with the Booking Request;
 - 5.1.2 If the Customer has selected "Yes" for the option "Do you require rental of cleaning supplies", to provide Basic Cleaning Tools;
 - 5.1.3 If the Customer has selected "No" for the option "Do you require rental of cleaning supplies", to provide Basic Cleaning Tools and Additional Cleaning Tools;

- 5.1.4 to do all things necessary to provide a safe environment for the Cleaning Agent to provide its services, and to ensure that any Basic Cleaning Tools and/or Additional Cleaning Tools provided to the Cleaning Agent are safe and suitable for its purpose; and
 - 5.1.5 the Customer shall be responsible for notifying the Cleaning Service Provider of Customer Dispute (as defined in Clause 6.1 below) as soon as practicable, but in any event, within the Dispute Period (as defined in Clause 6.1 below) following the completion of the Booked Services.
- 5.2 The Customer warrants that the Booked Service Location is a private residential property and not an office, hostel, dormitory or a place of business. The Cleaning Service Provider shall have the right to declare this Cleaning Services Agreement and the Booking Confirmation void and refuse to carry out the Booked Services in the event the aforesaid warranty is untrue.

6. CUSTOMER DISPUTES

- 6.1 The Customer has a twenty-four (24) hour period following the completion of the Booked Services (i.e. the Dispute Period) to inform the Cleaning Service Provider in writing:
- 6.1.1 if the Booked Services performed by the Cleaning Agent is not up to a standard reasonably required of a cleaning service provider (“**Booked Services Dispute**”); or
 - 6.1.2 of any damage to the Customer’s property and/or belongings in the Booked Service Location caused by the Cleaning Agent’s negligence (the “**Damage Dispute**”) For the avoidance of doubt, the Cleaning Service Provider shall not be liable for any damage caused by the Cleaning Agent to the Customer’s property and/or belongings in the Booked Service Location as a result of the Customer’s failure to provide the Cleaning Agent with safe and suitable Basic Cleaning Tools, Additional Cleaning Tools and/or environment for the Cleaning Agent to provide its services; or any other breach of Clause 5.1.4 above;
- (Collectively, “**Customer Dispute**”)
- 6.2 In the event of a Booked Services Dispute, the Cleaning Service Provider shall either arrange for the Cleaning Agent or another employee or agent of the Cleaning Service Provider to return to the Booked Service Location on a date and at a suitable time to be agreed upon between the Parties, to complete or rectify the Booked Services to a reasonable standard (“**Rectification Services**”) or come to an agreement with the customer regarding an amended Booked Service Fee. The Rectification Services shall not be carried out for more than the Booked Service Duration

- 6.3 No additional payment will be charged to the Customer for the performance of any Rectification Services in satisfaction of a Booked Services Dispute. For the purposes of clarity, Booked Services will not be deemed to be completed until a Booked Service Dispute has been rectified.
- 6.4 In the event of a Damage Dispute, the Customer shall provide the Cleaning Service Provider:
- 6.4.1 Reasonable evidence that the damage alleged to have been caused by the Cleaning Agent (“**Alleged Damage**”) was caused by the Cleaning Agent’s negligence; and
- 6.4.2 Reasonable evidence of the amount of the damage incurred, such as receipts or invoices setting out the cost of the item damaged.
- 6.5 Upon the Cleaning Service Provider satisfaction that the Alleged Damage was caused by the Cleaning Agent and that there is reasonable evidence that the amount of damage sought by the Customer is reasonable, the Cleaning Services Provider shall compensate the Customer for the Alleged Damage up to a sum of S\$500 for each Booked Services.
- 6.6 In the event the Customer fails to inform the Cleaning Service Provider of a Customer Dispute within the Dispute Period, the Customer agrees and acknowledges that the Cleaning Service Provider will not be obliged to:
- 6.6.1 provide any Rectification Services or accept any reduction in the Booked Service Fee for any Booked Services Dispute;
- 6.6.2 compensate the Customer for any Alleged Damage for any Damage Dispute.
- 6.7 Save as provided for in Clauses 6.2 and 6.5 above, the Customer acknowledges and agrees that the Cleaning Service Provider shall not be liable for any other loss or damage suffered by the Customer arising from or in relation to a Booked Services Dispute or Damage Dispute.

7. PERSONAL INJURY CLAIMS BY CLEANING AGENT

- 7.1 In the event any Cleaning Agent assigned to carry out the Booked Services at the Booked Service Location suffers any personal injury or disease as a result of the Customer’s breach of Clause 5.1.4 above, or negligence or breach of statutory duties:
- 7.1.1 the Customer agrees to be responsible and to compensate the Cleaning Agent for any personal injury, disease or consequential damage (including any loss of income) that may be sustained by the Cleaning Agent;

- 7.1.2 the Customer agrees to indemnify, defend and hold harmless the Cleaning Service Provider against all any and all claims, demands, liabilities, losses, costs, damages and expenses (including, without limitation, reasonable legal fees) arising from or in connection with such personal injury or diseases.

8. CHANGES, CANCELLATIONS AND REFUNDS

- 8.1 The Customer shall be permitted to cancel or request to amend an Event or Booked Service on the Website, free-of-charge, up to forty-eight (48) hours before the Scheduled Booking Time. Any requests to amend an Event or Booked Service is subject to the acceptance (or rejection) by the Cleaning Service Provider through the issuance of a Booking Confirmation.
- 8.2 The Customer shall not be permitted to amend its Booking Request within forty-eight (48) hours of the Scheduled Booking Time.
- 8.3 The Customer shall be permitted to cancel its Booking Request within forty-eight (48) hours of the Scheduled Booking Time. However, in such an event, there shall be no refund of the Booked Service Fee.
- 8.4 In the event the Cleaning Agent attends the Booked Service Location and no one answers the door within fifteen minutes of the Scheduled Booking Time, the Cleaning Service Provider shall regard the Customer as having cancelled its Booking Request within forty-eight (48) hours of the Scheduled Booking Time and there shall be no refund of the Booked Service Fee.
- 8.5 The Cleaning Service Provider shall be permitted to cancel and amend an Event or Booked Service on the Website, free-of-charge, up to forty-eight (48) hours before the Scheduled Booking Time.
- 8.6 Within forty-eight (48) hours of the Scheduled Booking Time:
- 8.6.1 The Cleaning Service Provider shall be entitled to change or replace the Cleaning Agent assigned for the Booked Service at any time before the Scheduled Booking Time without incurring any penalties;
- 8.6.2 In the event the Cleaning Service Provider is unable to perform the Booked Services at Scheduled Booking Time, the Cleaning Service Provider shall promptly notify the Customer and the Parties shall endeavour to agree on a new Scheduled Booking Time;
- 8.6.3 In the event the parties are unable to agree on a new Scheduled Booking Time or for cancellations of an Event or Booked Service, the Cleaning Service Provider shall provide a full refund of any portion of the Booked Services Fee paid to the Cleaning Service Provider to the Customer;

- 8.6.4 Save as set out in Clause 8.6.3 above, the Customer acknowledges and agrees that the Cleaning Service Provider shall not be liable for any other loss or damage suffered by the Customer as a result of any cancellation or amendment of an Event or Booked Service.

9. USE OF PERSONAL DATA

- 9.1 The Customer agrees that the Cleaning Service Provider may collect, use and disclose his or her personal data, which the Customer has provided in the Booking Request, for purposes of carrying out the Booked Services and/or any fulfilling the terms and conditions of this Agreement. in accordance with the Personal Data Protection Act 2012.

10. TERMINATION

- 10.1 This Agreement shall commence on the date the Cleaning Service Provider issues the Booking Confirmation to the Customer and will continue until terminated in accordance with Clauses 10.2, 10.3 or 10.4 below.
- 10.2 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.
- 10.3 If the Booking Request is cancelled in accordance with Clause 8 above, this Agreement shall simultaneously be terminated.
- 10.4 This Agreement shall terminate immediately once both Parties have fulfilled their obligations under this Agreement.

11. ENTIRE AGREEMENT

This Agreement supersedes and cancels all previous agreements, warranties and undertakings whether oral or written, express or implied, given or made by or between the Parties, and constitutes the entire agreement between the Parties in respect of the matters set out herein, and no other terms and conditions shall be included or implied.

12. WAIVER OF REMEDIES

- 12.1 No failure on the part of each Party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or

- 12.2 Any provision or breach of any provision of this Agreement may be waived only if the relevant Party so agrees in writing. Any waiver or consent given by the relevant Party under any provision of this Agreement must also be in writing. Any such waiver or consent may be given subject to any conditions thought fit by that Party and shall be effective only in the instance and for the purpose for which it is given.

13. 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.

14. NOTICES

- 14.1 All notices, demands or other communications required or permitted to be given or made hereunder by the Customer to the Cleaning Service Provider shall be in writing and sent by email addressed to the email address listed on the Contact page of the Website, or by filling in the Contact Form.
- 14.2 All notices, demands or other communications required or permitted to be given or made hereunder by the Cleaning Service Provider to the Customer shall be in writing and delivered by normal post, prepaid registered post (by air-mail if to an address outside Singapore) with recorded delivery, or by email addressed to the intended recipient thereof at its address or email address set out in the Booking Request (or to such other address or email address as a Party may from time to time duly notify the other).
- 14.3 Any such notice, demand or communication shall be deemed to have been duly served (if sent by email) immediately or (if sent by normal post, prepaid registered post or airmail) 48 hours after posting.

15. SUCCESSORS AND ASSIGNS

- 15.1 This Agreement shall be binding upon and inure to the benefits of the Customer, his heirs, executors and administrators and shall be binding upon and inure to the benefit of the Cleaning Service Provider and its successors and assigns.
- 15.2 The Cleaning Service Provider shall be entitled to assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its rights or obligations under this Agreement without the prior consent of the Customer.

- 15.3 Save as provided for in Clause 2.1.3 above, the Customer shall not 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 Cleaning Service Provider.

16. AMENDMENTS

- 16.1 The Cleaning Service Provider shall have the right to make amendments to this Agreement from time to time as it deems necessary. The amendments shall apply from the time the Cleaning Service Provider notifies the Customer of the changes in writing.
- 16.2 Save as provided for in Clause 16.1 above, no amendment of this Agreement will be effective unless made in writing and each Party expressly confirms their agreement to the amendments in writing.

17. GOVERNING LAW AND DISPUTE RESOLUTION

- 17.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore.
- 17.2 In case of any dispute or claim arising out of or in connection with or under this Agreement, the Parties shall first seek to resolve the dispute or claim by friendly discussion. Any Party may notify the other Party of its desire to enter into consultation to resolve a dispute or claim. If no solution can be arrived at between the Parties for a continuous period of four (4) weeks, the non-defaulting Party may proceed to commence an action in the Courts of the Republic of Singapore.
- 17.3 The Courts of the Republic of Singapore shall have exclusive jurisdiction to resolve any disputes that may arise.

18. THIRD PARTY RIGHTS

Save as provided for in Clauses 7.1 and 15 above, 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.