

COMMUNITY IMPACT LAUNDRY TERMS OF SERVICE
A program of the Community Laundry Co-operative

1. **SERVICES.** The Community Laundry Co-Operative (the “CLC”, “us”, “we”, “our”) is pleased to provide professional laundry services to our customers (the “Customer”, “you”, “your”) through our Community Impact Laundry social enterprise. The CLC offers quality and convenient wash and fold laundry services at an affordable price (the “Services”). Our Services are subject to your acceptance of and compliance with these Terms and Conditions. By using our Services, you agree to be bound by these Terms and Conditions, together with any documents and/or additional terms they expressly incorporate by reference (the “Terms”). Please read the following provisions carefully and let us know if you have any questions.

At the CLC, we are always trying to improve our services. We reserve the right to change the Terms at any time, at our sole discretion. If we do, we will notify all Customers with existing contracts about the change via email, and post the new Terms on our website and on location. Any and all changes to the Terms are effective immediately, and apply to all continued use of our Services. Your continued use of our Services will be your acceptance of any changes to the Terms.

If you have any questions about these Terms, we can be reached at:

The Community Laundry Co-Operative Inc.
404 McArthur Avenue, Ottawa, Ontario, K1K 1G8
613-421-1254
phil@communitylaundrycoop.ca

We look forward to washing your laundry!

2. **OUR CUSTOMERS.** Please note that we provide our Services to households, businesses, and the non-profit sector. Organizations that use our Services regularly are recommended to have a Community Impact Laundry Services Agreement (an “Agreement”) in place. Households and one-time or irregular Customers are welcome to sign an Agreement, but are not required to do so.

To access our Services, we may require that you provide us with certain personal information in order to contact you and process your payment. It is a condition of your use of our Services that all the information you provide to the CLC is correct, current, and complete. You agree to update such information with us as necessary to keep it accurate, current, and complete, including with regard to payment information.

3. **PRICING.** The CLC aims to provide laundry services to all of its Customers at an affordable rate. For Customers with an existing Agreement, the price will be outlined within the Agreement along with the process for any price adjustments. For new or occasional Customers without an Agreement, please contact the CLC for our current rates.

New Customers, or Customers without an Agreement, may be required to provide a partial pre-payment for Services. An itemized invoice or receipt will be made available for all Customers. All Customers are expected to pay in full within 15 days after receipt of an invoice. Failure to make payment within 15 days of receiving the invoice will result in a late fee of 1.5% of the invoice per month. If a payment method is dishonored, rejected, or otherwise not capable of being processed,

the CLC may assess additional fees to account for any additional expenses or servicing incurred by the CLC as a result.

The CLC has a minimum order threshold of 11 pounds (5 kilograms) of laundry. Any order that does not meet this minimum weight will be charged for 11 pounds (5 kilograms).

A price list for common specialty items, such as duvets and comforters, will be maintained on the CLC website. Other specialty items may be subject to item-specific pricing. Please contact the CLC Executive Director for information regarding the pricing of specialty items.

Please note that extremely soiled laundry that requires multiple wash cycles, and items requiring specialized cleaning services, may be subject to additional fees.

- 4. DELIVERY, DROP-OFF, AND PICK-UP.** The CLC offers an affordable and reliable pick-up and delivery service. Please contact us for pricing details. Customers who choose this option are encouraged to establish a regular schedule for pick-up and delivery, but ad-hoc pick-ups and deliveries are also available, and the CLC will do its best to accommodate these Customers. Customers who wish to drop off and pick up their laundry themselves may do so between 9:00 AM and 4:00 PM Monday through Friday. The Customer agrees to give the CLC a minimum of 24 hours' notice for any cancellations.

The CLC is not responsible for, and will not pay for, any loss, damage, or theft of items left unattended by the Customer outside the premises of the CLC. The CLC is not responsible for any items that are not picked up for more than thirty (30) days. The CLC may impose a storage fee for said items, or donate the items to charity. It is the responsibility of the Customer to contact us to discuss any hardship that is preventing pick-up of their clothing within the thirty-day period.

- 5. TURN-AROUND TIME.** The standard turn-around time for our Services is two business days for all Customers. Single-day turn-around may be available for an additional fee, depending on our capacity at the time. Special laundry services requested by the Customer may require additional processing time.
- 6. LAUNDRY CARE.** The CLC desires to provide high quality Services and will use all reasonable precautions to avoid damage to laundered items. However, we are not responsible for laundry that bleeds, shrinks, fades, or otherwise becomes altered or worn out by the normal wash-and-dry laundry process. Although we will use our best efforts to remove stains, stain removal is not guaranteed. We appreciate if you sort your laundry before dropping it off.

The CLC is not responsible for any damage to, or caused by, items left in clothing, such as jewelry, cash, pens, lipstick, laces, or other loose items. Customers agree to not include any of the following that are in or attached to any of the items to be cleaned inside any of the Customer's laundry bags: (i) non-washable items; (ii) items that are labeled for hand washing and/or dry-cleaning only, or; (iii) any other items not meant to be laundered.

- 7. CONTAMINATED ITEMS.** Customers must contact the CLC prior to the arrival of laundry that have been exposed to biohazardous materials including, but not limited to: feces, urine, blood, mold, mildew, lice, and bed bugs. The CLC reserves the right to refuse to service at its sole discretion. Any

special Services or products required to process contaminated laundry will result in additional charges.

8. **LOST ITEMS.** In the rare event that an item is missing, Customers must provide notice within five business days of return. Once notified, we will start an investigation and the Customer should also conduct a search of their premises. Items are considered missing if not returned to the Customer within ten days after the claim is made. Any item deemed lost in CLC's care may be eligible for reimbursement at the sole discretion of the CLC.
9. **COMMITMENT TO SAFETY AND INCLUSION.** The CLC is committed to ensuring a welcoming, caring, and safe community environment that is free from harassment and discrimination by reason of age, race, creed, colour, place of origin, ethnic origin, citizenship, ancestry, original language, political or religious affiliation or activity, sex, marital status, parental status, number of dependents or family status, place of residence, sexual preference, gender expression or gender identity, disability, class, record of offenses, or illness.

We seek to make our Services as accessible as possible. If you have any problems accessing our Services, these Terms, or the content contained within, please contact us using the contact information listed above.

10. **CONFIDENTIALITY.** The CLC takes privacy and personal information seriously. We use Customer information to provide Services, to process payment, facilitate billing, and for any other purpose reasonably necessary to provide our Services. Additionally, personal information may be disclosed when required by law necessary to enforce these Terms of Service, an existing contract, or necessary to protect the rights, interests, property, and safety at the CLC. From time to time, we may send merchant service announcements, newsletters, and periodic notices about specials and new products.

The CLC may request to use a Customer's name, photograph, written communication, Customer testimonial and comments, and/or video presence while interacting with us and/or the Services. Customers are free to decline this request without reservation or explanation.

11. **LIMITATION OF LIABILITY.** THE CLC WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE CUSTOMER FOR ANY AMOUNT, WHETHER AS INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ITS PROVISION OF THE SERVICES WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE), OR ANY OTHER PECUNIARY LOSS, WHETHER OR NOT THE CUSTOMER ADVISED THE CLC OF THE POSSIBILITY OF SUCH DAMAGES. IF THE CLC IS FOUND TO BE LIABLE TO THE CUSTOMER BY A COURT OF COMPETENT JURISDICTION FOR ANY HARM OR LOSS, SUCH LIABILITY SHALL BE RESTRICTED TO THE AGGREGATE COMPENSATION PAID BY THE CUSTOMER TO THE CLC FOR THE SERVICES SET OUT HEREIN, OR THE REPLACEMENT VALUE OF LAUNDERED ITEMS.
12. **FORCE MAJEURE.** The CLC will not be liable to the Customer for any failure or delay in its performance due to any cause beyond its reasonable control, including without limitation (each, a "Force Majeure Event") (a) acts of God; (b) flood, fire, earthquake, explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d)

government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) disease, pandemics, including but not limited to, the COVID-19 Pandemic, and epidemics; and (i) shortage of adequate power or transportation facilities. The CLC will give notice within five (5) days of the Force Majeure Event to the Customer, stating the period of time the event is expected to continue, and will use diligent efforts to complete the Services, or return the laundered items.

13. INDEMNIFICATION. To the maximum extent permitted by applicable law, the Customer agrees to defend, indemnify, and hold harmless the CLC and its directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your breach of these Terms, or your use of Services other than as expressly authorized in these Terms.

14. MISCELLANEOUS.

- a. **Agreement:** These Terms, along with any contract enacted between the CLC and the Customer, constitute the entire agreement between the Parties, and supersedes all prior or contemporaneous communications and proposals between the Customer and the CLC. Notwithstanding the foregoing, the Customer may also be subject to additional terms and conditions, posted policies, guidelines, or rules that may apply while the Customer is on the CLC premises or through the Customer's use of the Services provided by the CLC.
- b. **Waiver:** The failure of the CLC to exercise or enforce any right or provision of the Terms will not operate as a waiver of such right or provision. Any waiver of the Terms by the CLC must be in writing and signed by an authorized representative of the CLC.
- c. **Assignment:** The CLC may, with fifteen (15) business days' written notice to the Customer, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.
- d. **Governing Law:** This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada.
- e. **Dispute Resolution:** Disputes between the Parties relating to the application, interpretation, or implementation of this Agreement will be resolved through good faith negotiation. Failing that, by binding arbitration in the City of Ottawa with no appeal.
- f. **Severability:** If any part of this Agreement is found to be invalid or unenforceable, only that part, and not the entire Agreement, will be voided.