



Terms and Conditions – Time to Tidy

Time to Tidy (ABN 91337056947) is a professional organising business operated by Rachael Wald (“TTT”, “us”, “we”, “our”). Services are provided to Clients (“you”, “your”) by TTT on the terms and conditions contained in this document. Please read these terms and carefully, because when you pay for the service you are communicating your acceptance of them.

1. Agreement.

Upon your acceptance of these terms and conditions a legally binding agreement will be formed between TTT and you (“Agreement”). Your acceptance takes place when you make a booking for your service. This Agreement will apply for the agreed duration of the services and will continue for any subsequent services provided by TTT to the Client.

This Agreement may be updated from time to time, in which case an updated version will be available on the website of TTT and will be provided to the Client.

Any changes to the payment terms in this Agreement will only take effect for new bookings scheduled by the Client after the new version is in operation.

2. Our Services.

TTT offers a range of professional organising services to Clients including but not limited to decluttering, maintaining organisation in the home, recommending new routines and habits, organising rubbish removal and the purchase of various household items. Services vary depending upon individual Client needs. TTT offers a complimentary phone call to discuss the Client’s needs to tailor a quote for the Client. TTT can offer a range of packaged services, the inclusions of the package chosen by the Client will be set out in the quote.

TTT services are conducted in the presence of the client or their representative. Where the client or their representative is not able to be present written authorisation needs to be provided to TTT for access to the property.

TTT will only remove or dispose of items from a Client’s property with express permission from the Client.

3. Service Delivery and Tolerances.

TTT is committed to providing our services safely and in accordance with occupational health and safety requirements. TTT personnel may at times use occupational health and safety equipment as we deem necessary, this includes (but is not limited to) dust masks, overalls and appropriate footwear.

TTT may make requests of Clients in the interests of protecting the Client’s safety while we carry out the services. If the Client does not follow the directions given by TTT you do so at your own risk, and TTT may refuse to continue to provide the services if we feel that the Client’s safety is at risk (for example because we are moving items around). The Client will remain responsible to pay all fees in full where the services are terminated because of the Client’s failure to adhere to TTT’s safety recommendations.

If TTT in its sole discretion determines that the premises are not safe TTT may cease work pending professional clearance (for example in the case of identifying asbestos or extreme mould at the premises). The Client is responsible for the cost of engaging third parties

required to be engaged to deem the premises safe. The Client must also pay TTT's fees for attending the premises.

TTT will not tolerate inappropriate language or abuse from clients. TTT reserves the right to stop work if any TTT staff member feels threatened and the Client will forgo all payments for that session.

TTT does not work with clients who hoard animals. If TTT attends the premises as scheduled by the Client and the Client is found in TTT's discretion, to be hoarding animals the Client remains liable to pay TTT's fees in full.

TTT will not work in environments where illicit drugs or alcohol are abused. If the Client breaches this clause and TTT attends the Premises, the Client remains liable to pay TTT's fees full.

4. Fees and Charges.

TTT's fees vary depending upon the Client needs and are set out in the Quote. The Client agrees to pay TTT the price for the services that is identified in the Quote. Quotes do not include the cost of third party products or services. TTT will notify the Client of the estimated costs of engaging third party services or purchasing third party products before incurring the expense. By authorising TTT to engage a third party or purchase goods, the Client agrees to pay TTT any costs incurred by TTT.

If the Client engages TTT to purchase products on the Client's behalf, TTT does so as an agent for the Client. All rights in relation to the products exist between the Client and the retailer, not TTT. TTT will provide the Client with receipts for all purchases, so that the Client can enforce any rights you have in relation to the goods, directly with the retailer.

TTT will charge the Client at the usual hourly rate for the time spent shopping for products.

5. Quote.

After the initial telephone consultation with TTT the Client can ask for a written quote setting out the scope of the services to be provided, and the price payable. Quotes are open for the following fixed periods after which the Client's needs must be re-assessed by TTT and prices may vary:

- (a) Quotes for services in relation to decluttering for hoarder clientele are valid for 14 days.
- (b) Quotes for general decluttering services are valid for 30 days.

6. Payment.

Payment for our services is required in full 7 days after issuance of the invoice. Preferred method of payment is via electronic funds transfer.

7. Scheduling Appointments.

TTT provides 'in-home' services and works directly with Clients by appointment only. Appointments are available during ordinary business hours only (not on public holidays or weekends). Appointments are scheduled directly with the Client either by telephone or email. The Client will be sent an SMS or email seeking confirmation of the booking by way of return SMS or email. The appointment is held by TTT for the Client, pending confirmation from the Client.

If TTT does not receive confirmation from the Client within 2 working days of the appointment, it will not be scheduled.

8. Appointments made by third-parties.

If a third-party books an appointment for TTT to provide services to a Client, the third-party represents to TTT that he or she has the authority of the Client to enter into this Agreement and binds the Client to this Agreement. If the Client did not authorise the third-party to schedule the services of TTT the third-party is liable for the obligations of the Client under this Agreement.

9. Services outside of Scope.

If the scope of the work changes, from that set out in the Quote additional costs may be payable by the Client. TTT will notify the Client of the change in scope and the additional costs that will apply. By authorising TTT to proceed with the additional services, the Client is agreeing to pay the additional costs in accordance with this Agreement.

10. Variations to the Scope of work.

TTT will consider Client requests to vary the scope of work and will accommodate requests where it is practical to do so. Requests to vary the services must be received prior to 48 hours before a scheduled appointment or the cancellation policy may apply. Any new scope of work must be agreed upon between TTT and the Client and documented in writing.

If during the carrying out of the agreed scope of service, TTT finds the need to vary the scope of work, the Client will be immediately informed of this fact. This might arise in circumstances including but not limited to the discovery of mould or asbestos. In these cases, the Client must pay TTT for the attendance that day, and a new scope of work will be developed by TTT for the Client.

11. Third-party services.

Where TTT arranges third party services it does so as agent for the Client, and Clients must comply with the terms and conditions of the third-party provider. TTT does not guarantee the services of any third-party provider, and any rights and obligations in relation to third party services exist between the Client and the third-party provider.

Any recommendations for third party services are based upon our professional opinion and TTT does not warrant or guarantee the services or performance of any 3rd party recommended. If you choose to engage a third party recommended by TTT you do so under a separate and distinct agreement with that provider outside of these terms.

12. Cancellations.

TTT requires at least 24-48 hours' notice to re-schedule or cancel a scheduled booking. The Client agrees to forfeit TTT the full price of the services owing to TTT for any bookings that are cancelled or re-scheduled where the Client gives TTT less than 24 hours' notice.

13. Client commitment.

The Client agrees to the following:

- (a) The Client will do all things necessary to ensure the safety of TTT representatives when they are present at the Client's premises.
- (b) The Client will be present at the address where TTT performs the services at all times during the appointment.
- (c) The Client will not leave children unsupervised at the premises while TTT is providing the services.
- (d) The Client will ensure that any animals are safely secured while TTT is at the premises.
- (e) The Client will be promptly available, ready to commence the services at the scheduled appointment time.

- (f) Ongoing maintenance of the services provided by TTT is the Client's sole responsibility, unless TTT has been expressly engaged by the Client to provide ongoing maintenance services.

14. Privacy and Confidentiality.

TTT will keep all information about the Client that arises under this Agreement confidential between the Client and TTT. TTT will not disclose any information about the Client to third parties other than as required by law to do so. Disclosure of the services provided may be required to be made to case managers, guardians or any other legal representative where clients have engaged the services under a National Disability Insurance Scheme Plan. This clause continues in operation after the Agreement is terminated.

15. Guarantees.

TTT provides the Client with the guarantees required by the Australian Consumer Law. To the extent permitted by law, all other guarantees are expressly excluded. TTT may provide the Client with guidance and suggestions during providing the services. Any such recommendations are provided in good faith by TTT as suggestions only and are not guarantees. Where the Client suffers from any health issues (including mental health problems) any suggestions or recommendations given by TTT should not be considered as a substitute for or considered as medical or other health related advice. Clients suffering from health issues should always consult a medical professional before making lifestyle changes.

16. Liability and Indemnity.

The Client indemnifies TTT for any loss or damaged sustained by TTT (including to property of TTT) while TTT is present at the Client's premises. To the extent permitted by law, TTT is not responsible for any damage that occurs to Client property while providing the services unless the damage occurs because of TTT's negligence.

15. General.

This Agreement is governed by the laws of Victoria and the Client and TTT agree that any disputes arising under this Agreement will be dealt with by the Victorian courts and tribunals. If any clause of this Agreement is deemed invalid or unenforceable, it should be read down to the extent of the invalidity or unenforceability and the remainder of the Agreement should continue in effect.