



CLEARSPACE HOME SOLUTIONS LTD TERMS AND CONDITIONS

Terms for Storage and Removal Services

Introduction

These conditions explain the rights, obligations, and responsibilities of all parties to this Agreement. Where we use the word 'you' or 'your' it means the Customer: 'we', 'us' or 'our' means the Remover. These terms and conditions can be varied or amended subject to prior written agreement.

Your attention is drawn to Clauses 4, 9, 10, 11 and 12 which set out our liability to you for loss of or damage to goods and property.

1. Our Quotation

- 1.1 Our quotation, unless otherwise stated, does not include customs duties and inspections or any other fees or taxes payable to government bodies. It does include us accepting liability for your goods, subject to clauses 2.2, 3.2, 5.2, 5.3 and the provisions of Clauses 4, 9, 10, 11 and 12.
- 1.2 We may change the price or make additional charges if circumstances are found to apply which have not been considered when preparing our quotation and confirmed by us in writing. These include:
 - 1.2.1 You do not accept our quotation in writing within 28 days, or the work is not carried out or completed within three months.
 - 1.2.2 Our costs change because of currency fluctuations or changes in taxation or freight charges beyond our control.
 - 1.2.3 The work is carried out on a Saturday, Sunday, or Public Holiday or outside normal hours (08.00-18.00hrs) at your request.
 - 1.2.4 We must collect or deliver goods at your request above the ground floor and first upper floor.
 - 1.2.5 If You or your representative request access to, collection of, or removal of some or all of your goods whilst they are in storage. We reserve the right to make a reasonable handling and/or access charge for this service, unless otherwise agreed in writing.
 - 1.2.6 We supply any additional services, including moving or storing extra goods (these conditions apply to such work).
 - 1.2.7 The stairs, lifts or doorways are inadequate for free movement of the goods without mechanical equipment or structural alteration, or the approach, road or drive is unsuitable for our vehicles and/or containers to load and/or unload within 20 metres of the doorway.
 - 1.2.8 We have to pay parking or other fees or charges (including fines where you have not arranged agreed suspension of parking restrictions) in order to carry out services on Your behalf. For the purpose of this Agreement parking fines for illegal parking, caused by Our negligence, are not fees or charges and You are not responsible for paying them
 - 1.2.9 There are delays or events outside our reasonable control which increase or extend the resources or time allowed to complete the agreed work.
 - 1.2.10 We agree in writing to increase our limit of liability set out in clause 9.1.1
- 1.3 You agree to pay any reasonable charges arising from the above circumstances.

2. Work not included in the quotation

- 2.1 Unless agreed by us in writing, we will not:
 - 2.1.1 Dismantle or assemble unit or system furniture (flat pack), fittings or fittings.
 - 2.1.2 Disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings or equipment.
 - 2.1.3 Take up or lay fitted floor coverings.
 - 2.1.4 Move items from a loft, unless properly lit and floored and safe access is provided.
 - 2.1.5 Move or store any items excluded under Clause 5.
- 2.2 Our staff are not authorised or qualified to carry out such work. We recommend that a properly qualified person is separately employed by you to carry out these services.

3. Your responsibility

- 3.1 It will be your sole responsibility to:
 - 3.1.1 Declare to us, in writing, the value of the goods being removed and/or stored. If it is subsequently established that the value of the goods removed or stored is greater than the actual value you declare, you agree that our liability under clause 9.1 will be reduced to reflect the proportion that your declared value bears to their actual value.
 - 3.1.2 Obtain at your own expense, all documents, permits, permissions, licenses, customs documents necessary for the removal to be completed.
 - 3.1.3 Be present or represented during the collection and delivery of the removal.

- 3.1.4 Ensure authorized signature on agreed inventories, receipts, waybills, job sheets or other relevant documents by way of confirmation of collection or delivery of goods.
- 3.1.5 Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error.
- 3.1.6 Arrange proper protection for goods left in unoccupied or unattended premises or where other people such as (but not limited to) tenants or workmen are or will be present.
- 3.1.7 Prepare adequately and stabilize all appliances or electronic equipment prior to their removal.
- 3.1.8 Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents.
- 3.1.9 Ensure that all domestic and garden appliances, including but not limited to washing machines, dishwashers, hose pipes, petrol lawn mowers are clean and dry and have no residual fluid left in them.
- 3.1.10 Provide us with a contact address for correspondence during removal transit and/or storage of goods.
- 3.2 Other than by reason of our negligence or breach of contract, we will not be liable for any loss or damage, costs or additional charges that may arise from failure to discharge these responsibilities.

4. Our responsibility

- 4.1 It is our responsibility to deliver your goods to you, or produce them for your collection, undamaged. By "undamaged" we mean in the same condition as they were in at the time when they were packed or otherwise made ready for transportation and/ or storage.
- 4.2 If we have undertaken to pack the goods, or otherwise make them ready for transportation and/or storage, it is our responsibility to deliver them to you, or produce them for your collection, undamaged. Again, by "undamaged" we mean in the same condition as they were in immediately prior to being packed/ made ready for transportation or storage.
- 4.3 If we fail to discharge the responsibilities identified in clause 4.1 and 4.2, we will, subject to the provisions of clauses 9, 11 and 12, be liable under this agreement to compensate you for such failure.
- 4.4 We will not be liable to compensate you where clauses 2.2, 3.2, 5.2 and 5.3 apply unless loss or damage occurred as a result of negligence or breach of contract on our part.
- 4.5 If you do not provide us with a declaration of value of your goods, or if you do not require us to accept standard liability, or if you are delivering Your goods into storage yourself, then pursuant to clause 9.1 we will not be liable to you for failure to discharge the responsibilities identified in clause 4.1 and 4.2, unless that failure was caused by negligence or breach of contract on our part.
- 4.6 The amount of our liability under this clause shall be determined in accordance with clauses 9 and 11.

5. Goods not to be submitted for removal or storage

- 5.1 Unless previously agreed in writing by a director or other authorised company representative, the following items must not be submitted for removal or storage and will under no circumstances be moved or stored by us. The items listed under 5.1.1 below may present risks to health and safety and of fire. Items listed under 5.1.2 to 5.1.6 below carry other risks and you should make your own arrangements for their transport and storage.
 - 5.1.1 Prohibited or stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, fuels, oils, paints, firearms and ammunition.
 - 5.1.2 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of any similar kind.
 - 5.1.3 Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.
 - 5.1.4 Goods, which in Our opinion are hazardous to health, dirty or unhygienic.
 - 5.1.5 Perishable items and/or those requiring a controlled environment.
 - 5.1.6 Any animals, birds or fish.
 - 5.1.7 Goods which require special license or government permission for export or import.

- 5.2 If we do agree to remove such goods, we will not accept liability for loss or damage unless we are negligent or in breach of contract, in which case all these conditions will apply.
- 5.3 If you submit such goods without our knowledge, we will make them available for your collection and if you do not collect them within a reasonable time we will apply for an appropriate court order to dispose of any such goods found in the consignment without notice. You will furthermore pay to us any charges, expenses, damages, legal costs or penalties incurred by us.

6. Ownership of the goods

- 6.1 By entering into this Agreement, you guarantee that:
- 6.1.1 The goods to be removed and/or stored are your own property, or
- 6.1.2 You have the full authority of the owner or anyone having a legal interest in the goods to enter into this Agreement and You have made the owner fully aware of these terms and conditions prior to entering into this Agreement and that they have agreed to them.
- 6.1.3 If at any time following the implementation of this agreement to its termination another person has or obtains an interest in the goods You must advise Us of their name and address in writing immediately.
- 6.1.4 You will provide a full indemnity and pay Us in respect of any claim for damages and/or costs brought against Us if either statement made in the previous sections is untrue.
- 6.1.5 If You wish to transfer responsibility of this Agreement to a third party You must advise Us in writing giving Us their full name and address. We will issue a new agreement to them. Our Agreement with You will remain in force until We have received a signed agreement from the third party.

7. Charges if you postpone or cancel a Removal or Storage booking

- 7.1 If you postpone or cancel this Agreement, we will charge you according to how much notice is given. "Working days" refer to the normal working week of Monday to Friday and excludes weekends and Public Holidays.
- 7.1.1 More than 7 working days before the job was due to start: No charge.
- 7.1.2 Between 3 and 7 working days before the job was due to start: 25% charges
- 7.1.3 24 – 72 hours before the job was due to start: 50%
- 7.1.4 Less than 24 hours / on arrival: 100%

8. Payment

- 8.1 Unless otherwise agreed by us in writing:
- 8.1.1 Payment is required by cleared funds in advance of the removal or storage period.
- 8.1.2 You may not withhold any part of the agreed price.
- 8.1.3 In respect of all sums which are overdue to us, we will charge interest daily, calculated at 4% per annum above the prevailing base rate for the time being of the Bank of England.

9. Determination of amount of our liability for loss or damage

9.1 Standard Liability.

- 9.1.1 If you provide us with a declaration of the value of your goods, and subject to clause 3.1.1, the amount of our liability to you in the event of loss or damage to those goods in breach of clause 4 will be determined in accordance with Clauses 9.1.2, 9.1.3 and 11 below, subject to a maximum liability of £25,000 in the event of the total loss of the goods. We may agree to accept liability for a higher amount, in which case we may make an additional charge.
- 9.1.2 In the event of loss of or damage to your goods in breach of clause 4, our liability to you is to be assessed as a sum equivalent to the cost of their repair or replacement whichever is the smaller sum, taking into account the age and condition of the goods immediately prior to their loss or damage, and subject to the maximum liability of £25,000 referred to in clause 9.1.1 (unless we have agreed a higher amount with you).
- 9.1.3 Where the lost or damaged item is part of a pair or set, our liability to you, where it is assessed as the cost of replacement of that item, is to be assessed as a sum equivalent to the cost of that item in isolation, not the cost of that item as part of a pair or set.
- 9.1.4 In the event of our liability to you representing the full value of an item, we may at our option remove it as salvage. Where items are capable of repair for a sum less than the replacement cost, taking into account the age and condition, the repair cost will be Our maximum liability

9.2 Limited Liability.

- 9.2.1 If you do not provide us with a declaration of value, or if you do not require us to accept Standard Liability, **or if you are delivering Your goods into storage yourself**, pursuant to clause 9.1, then our liability to you is to be determined in accordance with Clauses 9.1.3, 9.2.2 and 11.
- 9.2.2 In the event of loss of or damage to your goods caused by negligence or breach of contract on our part, our liability to you is to be assessed as a sum equivalent to the cost of their repair or replacement, taking into account their age and condition immediately prior to their loss or damage, subject to a maximum liability of £40 per item. Your attention is drawn to clause 11.1 which applies to Limited Liability.

9.2.3 For goods that are delivered into Us (self-storage): All goods are accepted for storage subject to limited liability terms in accordance with clauses 9.2 and 11 of our standard conditions. Liability for loss of or damage to goods whilst in storage is limited to £40 per item, unless otherwise expressly agreed in writing. Customers are advised to arrange their own insurance cover for the full value of their goods whilst in storage.

9.3 For goods destined to or received from a place outside the UK

- 9.3.1 We will only accept Standard Liability if you provide us with a detailed valuation of your goods on the valuation form which we provide. All other provisions of Clause 9.1 will apply.
- 9.3.2 We do not accept liability for loss of or damage to goods confiscated, seized, removed or damaged by Customs Authorities or other Government Agencies unless we have been negligent or in breach of contract.
- 9.3.3 We do not accept liability for loss of or damage to goods occurring in certain overseas countries, including Gambia, Iran, Iraq, Nigeria, Libya, Lebanon, Angola, Cambodia, Vietnam, N. Korea and Former States of the USSR, unless we have been negligent or in breach of contract. This list is not exhaustive, and we will advise you at the time of quotation if this exclusion applies.
- We will accept liability for loss or damage
- (a) arising from our negligence or breach of contract whilst the goods are in our physical possession, or
- (b) whilst the goods are in the possession of others if the loss or damage is established to have been caused by our failure to pack the goods to a reasonable standard where we have been contracted to pack the goods that are subject to the claim.
- In either circumstance clauses 9.1 or 9.2 above will apply.

9.4 An Item is defined as:-

- 9.4.1 The entire contents of a box, parcel, package, carton, or similar container; and
- 9.4.2 Any other object or thing that is moved, handled or stored by us.

10. Damage to premises or property other than goods

- 10.1 Because third party contractors are frequently present at the time of collection or delivery our liability for loss or damage is limited as follows:
- 10.1.1 If we cause loss or damage to premises or property other than goods for removal as a result of our negligence or breach of contract, our liability shall be limited to making good the damaged area only.
- 10.1.2 If we cause damage as a result of moving goods under your express instruction, against our advice, and where to move the goods in the manner instructed is likely to cause damage, we shall not be liable.
- 10.1.3 If we are responsible for causing damage to your premises or to property other than goods submitted for removal and/or storage, you must note this on the worksheet or delivery receipt as soon as practically possible or within a reasonable time. This is fundamental to the Agreement.

11. Exclusions of liability

- 11.1 In respect of Limited Liability, we will not be liable for loss of or damage to your goods as a result of fire or explosion howsoever that fire or explosion was caused, unless we have been negligent or in breach of contract.
- 11.2 In respect of Standard Liability and Limited Liability, other than as a result of our negligence or breach of contract we will not be liable for any loss of, damage to, or failure to produce the following goods:-
- 11.2.1 Bonds, Securities, Stamps of all kinds, Manuscripts or other Documents or Electronically held Data Records, Mobile Telephones
- 11.2.2 Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.
- 11.2.3 Perishable items and/or those requiring a controlled environment.
- 11.2.4 Loss of structural integrity of furniture constructed of particle board resulting from crumbling of the board.
- 11.2.5 Furs exceeding £100 in value, Jewellery, Watches, Precious Stones and Metals, Money, Coins, Deeds.
- 11.2.6 Any animals, birds or fish.
- 11.3 In respect of Standard Liability and Limited Liability, other than as a result of our negligence or breach of contract we will not be liable for any loss of, damage to, or failure to produce the goods if caused by any of the following circumstances: -
- 11.3.1 By war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, industrial action or other such events outside our reasonable control.
- 11.3.2 Loss or damage arising from ionising radiations or radioactive contamination
- 11.3.3 Loss or damage arising from Chemical, Biological, Bio-chemical, Electromagnetic Weapons and Cyber Attack
- 11.3.4 Indirect or consequential loss of any kind or description
- 11.3.5 By normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods. This includes goods left within furniture or appliances.
- 11.3.6 By vermin, moth, insects and similar infestation, damp, mould, mildew or rust
- 11.3.7 By cleaning, repairing or restoring unless we arranged for the work to be carried out.

- 11.3.8 Changes to atmospheric conditions which results in mould, mildew, rusting, tarnishing, corrosion, or gradual deterioration unless directly linked to ingress of water caused by Our negligence or breach of contract.
- 11.3.9 For any goods in wardrobes, drawers or appliances, or in a package, bundle, carton, case or other container not both packed and unpacked by us.
- 11.3.10 Loss of or damage to china, glassware and fragile items unless they have been both professionally packed and unpacked by us or our Subcontractor. In the event of an accident involving an owner packed container where damage would have occurred irrespective of the quality of the packing, then our liability is limited to £100 or its actual value whichever is less. This applies only to containers we are moving. If using our self-storage services, liability is limited to £40 – see 9.2.2.
- 11.3.11 For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage.
- 11.3.12 Loss or damage of motor vehicles caused by scratching, denting and marring unless you obtain from us a pre-collection condition report.
- 11.3.13 Loss or damage to a vehicle whilst being driven or for the purpose of being driven under its own power other than for the purpose of loading onto or unloading from the carrying conveyance or container. Loss or damage sustained by accessories and removable items unless lost with the vehicle
- 11.3.14 For any goods which have a pre-existing defect or are inherently defective.
- 11.4 No employee of ours shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions under the terms of this Agreement.
- 11.5 Our liability will cease upon handing over goods from our warehouse or upon completion of delivery (see Clause 12.2 below).

12 Time limit for claims

- 12.1 For goods which we deliver, you must notify us in writing of any visible loss, damage or failure to produce any goods at the time of delivery.
- 12.2 If you or your agent collect the goods, you must notify us in writing of any loss or damage at the time the goods are handed to you or your agent.
- 12.3 Notwithstanding clauses 9, 10 and 11 we will not be liable for any loss of or damage to the goods unless a claim is notified to us, or to our agent or the company carrying out the collection or delivery of the goods on our behalf, in writing as soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) and in any event within seven (7) days of delivery of the goods by us.
- 12.4 The time limit for notifying us of your claim may be extended upon receipt of your written request provided such request is received within seven (7) days of delivery. Consent to such a request will not be unreasonably withheld.

13 Delays in transit

- 13.1 Other than by reason of our negligence or breach of contract, we will not be liable for delays in transit.
- 13.2 If through no fault of ours we are unable to deliver your goods, we will take them into store. The Agreement will then be fulfilled and any additional service(s), including storage and delivery, will be at your expense.

14 Our Right to Hold the Goods (lien)

We shall have a right to withhold and/or ultimately dispose of some or all of the goods until you have paid all our charges and any other payments due under this or any other Agreement. (See also Clause 23). These include any charges that we have paid out on your behalf. While we hold the goods you will remain liable for all storage charges and any reasonable costs, including legal and debt recovery costs, incurred by us in recovering sums due and/or exercising our right of lien.

15 Disputes

If there is a dispute arising from this agreement which cannot be resolved, subject to the agreement of both parties, either you or we may refer the dispute to an arbitrator appointed by the Chartered Institute of Arbitrators. The cost of any such arbitration will be at the discretion of the arbitrator. This does not prejudice your right to commence court proceedings.

16 Our right to sub-contract the work

- 16.1 We reserve the right to sub-contract some or all of the work.
- 16.2 If we sub-contract, then these conditions will still apply.

17 Route and method

- 17.1 We have the right to choose the method and route by which to carry out the work.
- 17.2 Unless it has been specifically agreed otherwise in writing in our Quotation, other space/volume/capacity on our vehicles and/or the container may be utilized for consignments of other customers.

18 Applicable law

This agreement is governed by the laws of England and Wales and, subject to any mandatory consumer rights, the courts of England and Wales shall have jurisdiction.

19 Your forwarding address

- 19.1 If you send goods to be stored, you must provide an address for correspondence and notify us if it changes. All correspondence and notices will be considered to have been received by you seven days after sending it to your last address recorded by us.

- 19.2 If you do not provide an address or respond to our correspondence or notices, we may publish such notices in a public newspaper in the area to or from which the goods were removed. Such notice will be considered to have been received by you seven days after the publication date of the newspaper.

Note: If we are unable to contact you, we will charge you any costs incurred in establishing your whereabouts.

20 List of goods (inventory) or receipt

Where we produce a list of your goods (inventory) or a receipt and send it to you, it will be accepted as accurate unless you write to us within 10 days of the date of our sending, or a reasonable period agreed between us, notifying us of any errors or omissions.

21 Revision of storage charges

We review our storage charges periodically. You will be given 30 days' notice in writing of any increases.

22 Our right to Sell or dispose of the Goods

If payment of our charges relating to your goods is in arrears, and on giving you three months' notice, we are entitled to require you to remove your goods from our custody and pay all money due to us. If you fail to pay all outstanding amounts due to us, we may sell or dispose of some or all of the goods without further notice. The cost of the sale or disposal will be charged to you. The net proceeds will be credited to your account and any eventual surplus will be paid to you without interest. If the full amount due is not received, we may seek to recover the balance from you.

23 Termination

If payments are up to date, we will not end this contract except by giving you 3 month's notice in writing. If you wish to terminate your storage contract, you must give us at least 10 working days' notice (working days are defined in Clause 7 above). If we can release the goods earlier, we will do so, provided that your account is paid up to date. Charges for storage are payable to the date when the notice should have taken effect.

24 Loan boxes

- 24.1 All boxes supplied are pre-used and are on loan to You. Unless purchased, all boxes remain the property of ClearSpace Home Solutions Ltd.
- 24.2 Boxes must be returned clean and undamaged, within 2 weeks following Your move date / re-delivery date, unless otherwise agreed in writing. If You need to loan the boxes for a longer duration, this must be agreed in advance, and We reserve the right to charge You a nominal fee for this.
- 24.3 Damaged boxes or boxes not returned will be charged for at the current retail rate. This excludes normal removal wear. Chargeable damage will include, but is not limited to
 - a) Boxes stored in a damp/wet environment, caused the cardboard to weaken/disintegrate.
 - b) Boxes ripped, crushed, or folded against the standard crease.
 - c) Boxes written on.
- 24.4 In the event that Your removal and/or storage is not conducted by Us but We have already delivered boxes, You will either:
 - a) Not use the boxes and return the boxes in the same condition as supplied. We will charge a fee for the delivery and/or collection.
 - b) Buy and keep the boxes at the current retail rate.
 - c) Buy, use and return the boxes, undamaged, at 50% of the current retail rate.

BAR model Liability Terms - For Non British Association of Removers Members



CLEARSPACE HOME SOLUTIONS LTD TERMS AND CONDITIONS

Terms for Organisation, Cleaning and Clearance Services

25 Decluttering and Organisation Services

25.1 Decluttering and organisation services involve working with the customer to sort, remove, store, pack, unpack or reorganise belongings.

25.2 The customer is responsible for making all final decisions regarding which items are to be kept, stored, removed, donated or disposed of.

25.3 ClearSpace will not intentionally dispose of any item unless instructed to do so by the customer or their authorised representative.

25.4 The customer is responsible for identifying and removing valuables, important documents, money, jewellery and other items of particular financial or sentimental value before work begins, unless we have specifically been instructed to handle such items.

25.5 Where the customer is not present during the service, clear instructions must be provided regarding the work to be undertaken and any items which must not be removed, relocated or disposed of.

26 Clearance Services

26.1 Clearance services involve the removal of unwanted furniture, belongings, household contents and/or waste from a property.

26.2 Items removed as part of a clearance may be reused, recycled, donated, resold or disposed of responsibly. ClearSpace cannot guarantee that any particular item will be suitable for reuse, resale, recycling or donation.

26.3 The customer is responsible for clearly identifying which items are to be removed and which items are to remain at the property.

26.4 Where the customer is not present during the clearance, clear instructions must be provided before work begins. We will not be responsible for an item being removed where its removal was in accordance with instructions provided by the customer or their authorised representative.

26.5 Once items have been removed from the property for disposal, recycling, donation, reuse or resale, we cannot guarantee that they can subsequently be recovered.

26.6 Unless otherwise agreed in writing, once an item has been removed as part of a clearance service, ownership of that item passes to ClearSpace Home Solutions Ltd and we may determine the most appropriate method of reuse, donation, recycling, resale or disposal.

26.7 Any value subsequently realised through the resale, reuse or recycling of an item belongs to ClearSpace Home Solutions Ltd and does not reduce the agreed clearance charge unless otherwise agreed in writing before the clearance takes place.

26.8 Our clearance quotation is based upon the quantity, type, volume and condition of the items disclosed or made available to us at the time of quotation.

26.9 If additional items or waste are presented for removal, or the volume, weight, condition or nature of the clearance is materially different from that described or shown to us, we reserve the right to make an additional charge, revise the quotation or decline to remove some or all of the additional items.

26.10 We reserve the right to refuse any item which we reasonably believe is hazardous, prohibited, contaminated, infested, unsafe to handle or requires specialist transport or disposal.

This may include, but is not limited to, asbestos-containing materials, chemicals, fuel, oils, gas cylinders, clinical or biological waste, paint and other hazardous substances.

Where specialist removal or disposal can be arranged, this may be subject to a separate quotation and additional charge.

26.11 The customer warrants that they are the owner of the items being cleared or have the authority of the owner to instruct us to remove them. The customer will be responsible for any reasonable losses, costs or claims arising where they instruct us to remove goods which they did not own or did not have authority to dispose of.

27 Cleaning Services

27.1 Our cleaning services include End of Tenancy Cleaning, Deep Cleaning, Move In/Move Out Cleaning and other cleaning services specifically agreed within our quotation.

27.2 Our cleaning services aim to bring the property to a professional standard appropriate to the service booked. Cleaning does not constitute restoration and we cannot guarantee that all stains, marks, deposits, discolouration, odours or signs of wear will be removable.

27.3 End of Tenancy Cleaning

End of Tenancy Cleaning aims to bring the property to a professional standard appropriate for the end of a tenancy.

We cannot guarantee the return of any tenancy deposit, as the release of a deposit is determined by the landlord, letting agent, inventory clerk and/or deposit protection scheme and may relate to matters outside the scope of cleaning.

Where a landlord, letting agent or inventory clerk identifies an area of cleaning which they consider to have been missed, the customer must notify us as soon as reasonably possible and provide details and, where possible, photographs of the area concerned.

We must be given a reasonable opportunity to inspect and, where appropriate, rectify any cleaning issue for which we are responsible. We will not be responsible for the cost

of another cleaning company being instructed without first being given a reasonable opportunity to rectify the matter ourselves.

27.4 Work Not Included

Unless specifically agreed in writing and included within our quotation, cleaning services do not include:

- a) Removal or treatment of hazardous materials, including asbestos.
- b) Specialist mould remediation or treatment of extensive mould growth.
- c) Pest or infestation treatment.
- d) Removal of paint, cement, plaster, adhesive or other building materials.
- e) Cleaning at height where specialist access equipment is required.
- f) Cleaning of external windows or areas which cannot be safely accessed.
- g) Repairs, maintenance, redecoration or restoration.
- h) Moving excessively heavy furniture or appliances where we consider it unsafe to do so.
- i) Cleaning behind or beneath appliances, furniture or other items which cannot reasonably or safely be moved.
- j) Specialist cleaning or restoration of delicate, antique or specialist surfaces, fabrics or materials.

Any additional work requested on the day may be subject to an additional charge and will only be undertaken where time and resources allow.

27.5 Condition of the Property and Accuracy of Information

Our quotation is based upon the information, photographs, videos, descriptions and/or property viewing provided or available to us at the time of quotation.

If, upon arrival, the property is materially different from that described or shown to us, or the level of cleaning required is substantially greater than could reasonably have been anticipated, we reserve the right to revise the quotation, charge for additional time or resources, amend the scope of work or decline to undertake some or all of the work.

Where a quotation is based upon an estimated number of hours, the actual charge may vary according to the time reasonably required to complete the agreed work.

27.6 Items Remaining at the Property

Unless otherwise agreed, End of Tenancy and Move Out cleaning quotations are based upon the property being empty of the customer's belongings and reasonably clear for cleaning.

Where furniture, belongings or other items remain at the property, we will clean accessible areas but will not be responsible for areas which cannot reasonably be accessed.

We are not required to move heavy, fragile, valuable or unsafe items in order to clean behind or beneath them.

27.7 Stains, Limescale and Permanent Marking

We will use reasonable care and appropriate cleaning methods to achieve the best result reasonably possible. However, we cannot guarantee the removal of all stains, marks, limescale, mould staining, discolouration, odours, grease or other deposits.

Some staining, marking or deposits may be permanent or may have caused deterioration to the underlying surface. We will not be responsible where a mark, stain or deposit cannot reasonably be removed without risk of damage to the surface or item being cleaned.

27.8 Delicate or Specialist Surfaces

The customer must inform us before work begins of any surfaces, fixtures, fittings or items which require specialist cleaning products or methods, or which are unusually delicate, valuable or susceptible to damage.

Where manufacturer cleaning instructions are available, these should be provided to us before work begins.

We reserve the right not to clean any item or surface where we reasonably believe that doing so may cause damage.

27.9 Appliances

Where internal appliance cleaning is included, appliances must be emptied of food, belongings and other contents before we commence work.

Freezers must be emptied and fully defrosted in advance unless otherwise agreed.

We will not dismantle appliances or remove fixed components other than removable parts designed for normal cleaning, unless specifically agreed.

We are not responsible for electrical or mechanical faults which become apparent during or following cleaning unless directly caused by our negligence.

28 Customer Responsibilities

28.1 The customer must:

- a) Ensure we have safe and reasonable access to the property at the agreed time.
- b) Ensure all valuables, money, jewellery and important documents are removed or secured before work begins unless their handling forms part of the agreed service.
- c) Inform us of any known hazards, hazardous materials, unsafe areas or other circumstances which may affect the safe provision of our services.
- d) Ensure that utilities and facilities required to carry out the agreed service are safe and available for use.
- e) Where cleaning services are being provided, ensure working supplies of hot and cold water and electricity are available unless otherwise agreed.
- f) Ensure pets, children and other persons are kept away from areas in which our staff are working where reasonably necessary for safety.
- g) Inform us of any particularly fragile, valuable, delicate or specialist items or surfaces before work begins.

28.2 Where we are unable to commence or continue work because access, water, electricity or other facilities reasonably required to provide the service are unavailable, additional charges may apply and we will not be responsible for any resulting delay or inability to complete the agreed work.

29 Pre-existing Damage, Wear and Deterioration

29.1 We are not responsible for pre-existing damage, wear, deterioration, staining, discolouration, corrosion, scratching, structural defects or other defects present before our work begins.

29.2 Cleaning, clearance or moving items can reveal pre-existing damage or deterioration which was previously concealed by dirt, grease, limescale, furniture, belongings or other deposits. The fact that such damage becomes visible during or following our work does not of itself mean that it was caused by us.

29.3 We will not be responsible for damage arising from the inherent weakness, deterioration, instability or defective condition of an item, fixture, fitting or surface where reasonable care has been taken in carrying out the agreed service.

30 Damage and Liability

30.1 We will take reasonable care when providing our services and will be responsible for direct physical damage to property where that damage is proven to have been caused by our negligence or breach of contract.

30.2 We will not be responsible for:

- a) Pre-existing damage, wear or deterioration.
- b) Structural defects or issues within the property.
- c) Damage arising from the inherent weakness, defective condition or deterioration of an item, surface, fixture or fitting.
- d) Damage arising because we have followed the customer's express instructions where we advised that following those instructions could result in damage.
- e) Loss or damage resulting from circumstances outside our reasonable control, except where caused by our negligence or breach of contract.
- f) Indirect or consequential losses which were not reasonably foreseeable at the time the Agreement was made.

30.3 Where we are responsible for damage, we must be given a reasonable opportunity to inspect the damage and, where appropriate, arrange or undertake reasonable repair or rectification before the customer instructs a third party to carry out the work.

30.4 Any loss or damage which the customer believes was caused by us must be reported to us in writing as soon as reasonably possible after it is discovered, together with reasonable details and, where available, photographs.

30.5 Nothing in these Terms and Conditions excludes or limits any liability which cannot lawfully be excluded or limited, including liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any statutory rights available to a consumer which cannot lawfully be excluded.

31 Charges if You Cancel or Postpone a Cleaning, Clearance or Other Home Service Booking

31.1 If you postpone or cancel your booking, we reserve the right to make a charge according to the amount of notice provided.

For the purposes of this clause:

- a) More than 72 hours before the job is due to start: No charge.
- b) Between 24 and 72 hours before the job is due to start: 25% of the booking value.
- c) Less than 24 hours before the job is due to start: 50% of the booking value.
- d) Same-day cancellation, failure to provide access, no-show, or where we are unable to commence work on arrival due to circumstances within the customer's control: 100% of the booking value.

31.2 Any booking fee paid is non-refundable where a cancellation or postponement falls within a chargeable period above, unless otherwise agreed by us in writing.

31.3 Where a booking is postponed rather than cancelled, we may at our discretion apply some or all of any cancellation or postponement charge towards a rearranged booking.