# **TERMS & CONDITIONS**

### Definitions

In this agreement:

- a) 'I' and 'my' and 'me' refers to Snowdrop Organising with Jenny Lord as the owner and sole trader;
- b) 'you' and 'your' and 'yours' refers to the client who has signed this agreement; and
- c) 'my services' means the provision of services for which you have engaged me.

### Privacy and confidentiality

I recognise that the nature of the work provided by me is personal and requires a high level of trust; therefore, your confidentiality will always remain of utmost importance to Snowdrop Organising, except to the extent disclosure may be required by law. Please see my separate Privacy Policy for further information.

As a member of the Association of Professional Declutterers and Organisers I adhere to their code of ethics which sets out expectations of confidentiality, honesty and integrity. You can read the code of ethics via: <u>https://www.apdo.co.uk/code-of-ethics/</u>.

### **Data protection**

Your data will never be shared with any third parties and will only be used in relation to the services you have contracted me for. I am registered with the ICO (Information Commissioner's Office). Please see my separate Privacy Policy for further information.

### Insurance and handling possessions

I carry full public liability and professional indemnity insurances. Although every care will be taken whilst handling your possessions, you should ensure you have sufficient home insurance to cover for any loss or accidental damage that may occur. I cannot be held liable for any accidental damage or loss howsoever caused.

### Legal responsibilities

I accept no responsibility for the consequences of actions you take based on my recommendations, whether given at the time of the initial consultation, during the organising or decluttering process, or at any subsequent or future date. You will be responsible for obtaining from other parties (e.g., landlord, government authority or owners of items within your premises) any consents that may be necessary for my services to be provided.

I cannot provide financial advice or valuation on any items. If suggestions for third party services are provided, I am not liable for the services they provide.

#### **Client presence**

You are required to be present on site during all sessions and to offer assistance and input as required. I will not be held responsible for the welfare of any other persons or pets present on the premises.

### Deposit and payment terms

I provide a free initial up to 30-minute telephone, Zoom or in person consultation.

If you decide to continue and book a session, thereafter, my standard hourly rate is £35. To secure my services, a non-refundable deposit of 50% of the cost of the first session is required after the initial consultation. This deposit will then be used as part-payment for the session if it goes ahead as planned. The remaining 50% of the cost quoted, and any additional charges (e.g. additional hours booked) must be paid within 7 days of completion of the session. Interest at 8% is charged on any balance remaining 7 days after session completion.

You will receive an invoice for every session booked, and payment by bank transfer or PayPal is preferred (full details will be provided on invoice). Cash will also be accepted. However, I do not accept cheques.

I do not charge VAT or for travel costs within a 15-mile radius of Bradfield (CO11). Travel outside of this range will be charged at 45p per mile of the whole journey, and the cost will be added to your invoice.

### Cancellations

Both I and you have the right to cancel a session due to unavoidable circumstances. If a session is cancelled by you less than 24 hours before the agreed date and time, I reserve the right to retain the 50% session deposit unless rebooked for another session,



# **TERMS & CONDITIONS**

in which case the deposit will carry over. If I attend at the agreed time, and you are not present or cannot accommodate the session, or a session is terminated by you part way through, I reserve the right to charge in full for that session.

### Hours of work

If I am working with you for a duration of over continuous 4 hours, a 30-minute lunch break will generally be taken. If a lunch break is taken, it will not form part of the chargeable hours.

## Parking

I will require a space/permit to park my vehicle for the time spent at your property. If any cost is associated with this, it will be added to your final invoice.

### Duty of care

It is your duty to inform me of any health and safety concerns arising at the proposed site of work, ideally at least 48 hours prior to our booked session. I reserve the right to refuse entry into any premises I deem to be unsafe, and the right to charge for time lost and expenses incurred if a session is cancelled due to health and safety concerns.

### COVID-19

I adhere to the latest Government guidelines relating to COVID-19. I reserve the right to refuse work in a household where an occupant has tested positive or is isolating. If this is the case, please let me know as soon as possible so we can reschedule our session. If I myself receive a positive test result, then I will inform you at the earliest opportunity to reschedule our session or provide a full refund for the session.

### Cleaning, disposal and removal

I do not provide a full cleaning, disposal or removal service. By prior arrangement I am happy to remove one car boot load of items per session to take to a charity or similar. Waste disposal must be arranged through a licenced carrier. I may assist you in booking these services, but costs will be met by you. Removal of any large or heavy items may require third party involvement, and any additional costs that this may incur will be your responsibility. Light cleaning may be required as part of the organising and decluttering process. I can assist with this at my discretion, but you must provide your own cleaning materials.

# Photography

From time to time I may display 'before and after' images across online and offline platforms. I will always gain written consent from you prior to taking or sharing any images. You can withdraw your consent at any time by emailing: jenny@snowdroporganising.co.uk.

### General

If any provisions of this agreement are unenforceable, such provisions shall be severed from this agreement and the remainder of the provisions shall remain in full force and effect. This agreement shall be construed in accordance with English law, and you agree to submit to the exclusive jurisdiction of the English courts. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement.

I agree to the Terms and Conditions as detailed above.

Name

Email

Date

Signature

**Email marketing:** Snowdrop Organising is registered with the ICO (Information Commissioner's Office) and will never share or sell your data. From time to time we would like to send you information (news, special offers, company updates) by email. Please tick this box to opt-in to this service.

