

Contract Agreement for House Clearance Services Terms & Conditions St Helena Hospice Trading Ltd

1 Definitions

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

Removal Staff: any of our employees who provides the Services to you.

Event Outside Our Control: means any act or event beyond our reasonable control.

Office Hours: 09:00 – 17:30 Monday to Friday excluding public holidays.

Public Holidays: a public holiday in England when banks in London are not open for business.

Service Rate: the amount quoted for the provision of Services in the Contract Agreement.

House Clearance Service : removal of donated goods.

Services: the services that we are providing to you as set out in the Contract Agreement.

Terms: the terms and conditions set out in this document.

Us, we and our: St Helena Hospice Trading Ltd, registered in England and Wales with company number 07152341 whose registered office is at St Helena Hospice Ltd , Unit 4 Phoenix Square Wyncolls Road, Severalls Industrial Park, Colchester, Essex, CO4 9AS. When we use the words "writing" or "written" in these Terms, this will include e-mail unless we say otherwise.

2 Our Agreement with you

2.1 These are the terms and conditions on which we supply the Services to you. Please ensure that you read these Terms carefully, and check that the details in the Contract Agreement and in these Terms are complete and accurate. If you think that there is a mistake or require any changes, please contact us to discuss. We will confirm any changes in writing to avoid any confusion between you and us.

2.2 These Terms will become binding on you and us, and the Contract Agreement will come into existence when you sign the Contract Agreement or we begin to provide the Services to you, whichever is the earlier.

2.3 The Contract Agreement constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in the Contract Agreement. Any descriptive matters or advertising contained in our catalogues or brochures or on our website are produced for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract Agreement or have any contractual force.

2.4 If any of these Terms conflict with any term of the Contract Agreement, the Contract Agreement will take priority.

3 Changes to Terms and the Contract Agreement

3.1 We may revise these Terms from time to time where there have been:

- (a) changes in how we accept payment from you
- (b) changes in relevant laws and regulatory requirements; or

(c) changes or updates are made to the Services that we provide that require these Terms to be updated to reflect the amended Service provided.

3.2 If we have to revise these Terms under clause 3.1, we will give you, where possible, at least one month's written notice of any changes to these Terms before they take effect and you can choose to cancel the Contract Agreement in accordance with clause 11.

3.3 If your circumstances or your requirements for the Services change (such as the nature and the price of the Services), an updated Contract Agreement will be issued, detailing the revised Services and date of change. These changes will come into effect from the date we both sign the document setting out those changes.

4 Providing the Services

4.1 We will provide the Services to you from the commencement date set out in the Contract Agreement until the completion of the Services detailed. However, we will not be obliged to begin to carry out the Services until you have signed and returned the completed Contract Agreement.

4.2 We will need certain information from you which is necessary for us to provide the Services. For example, how we will gain access to the property to perform our Services, which we will discuss with you and record in writing. If you do not, after being asked by us, provide us with this information, or you provide us with incomplete or incorrect information, we may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to us after we have asked. **If we suspend the Services under this clause 4.2, we reserve the right to charge you the full cost of any Service that is aborted.**

4.3 If you do not pay us for the Services in accordance with clause 8.1, we may, at our discretion, suspend the Services with immediate effect until you have paid us the outstanding amounts (except where you dispute an invoice under clause 8.4). We will contact you to tell you if we intend suspending the Services, in line with our procedure (available on request). This does not affect our right to charge you interest under clause 8.3.

4.4 Services provided for House Clearance include, but are not limited to: the Removal of Items identified within the Contract Agreement, these goods are collected and removed by Removal Staff. These goods will be donated to St Helena Hospice, to sell in order to raised funds for the Charity, or to dispose of where when they hold no economic value. The liability for the disposal of goods will pass to St Helena Hospice upon collection of the goods.

5 If there is a problem with the Services

5.1 In the unlikely event that there is any problem with the Services or with the Removal Staff:

(a) please contact us and tell us as soon as reasonably possible;

(b) please give us a reasonable opportunity to remedy any problem.

5.3 If you are not satisfied with our remedy to your problem with the Services or the Removal Staff, you can make a complaint through our complaints procedure. We will give you a copy of our complaints procedure when you sign the Contract Agreement, or you can request a copy from us at any time.

5.4 As a consumer, you have legal rights if the Services are not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office. Nothing in these Terms will affect your legal rights.

6 Price and payment

- 6.1 The charges payable by you for the Services are stated in the Contract Agreement. These charges can be increased in accordance with clause 6.3 below. Unless the Contract Agreement states otherwise:
- 6.3 We reserve the right, from time to time, to review our charges and prices quoted within the Contract Agreement, will be valid for 3 months.
- 6.3 When a customer lives in a remote location, it may be necessary to levy a mileage charge to cover the additional travelling costs incurred by the Removal Staff, this will be detailed in the Contract Agreement.

7 Additional Charges

7.1 There are occasions where by it may be necessary or desirable for the Removal Staff to change the Service that has been agreed, in this event additional costs incurred by us may be passed onto you. We will inform you of any costs before we agree to undertake additional Services.

8 Invoices and payment

- 8.1 We will invoice you for the Services we provide. We will also include and itemise in each invoice any additional costs payable in accordance with clause 7.1. You must pay each invoice, in cleared monies, before any Services commence. If the planned date of our Services to you is with 7 days of the date the Contract Agreement is signed, we will accept payment based on the Contract Agreement prices and retrospectively provide an invoice detailing the charges.
- 8.2 You can pay an invoice under this clause 8.1 by credit card, debit card, or direct bank transfer.
- 8.3 If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of NatWest Bank plc from time to time. This interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount. We reserve the right to charge you for our reasonable costs incurred in enforcing payment of any overdue amount.
- 8.4 If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

9 The Removal Staff

- 9.1 We are legally required to supervise the Removal Staff during the provision of the Services to you. So that we can do so, you agree that our supervisors may visit your to supervise the Removal Staff, provided that we give you reasonable notice.
- 9.2 We will ensure that a Disclosure and Barring Service enhanced check is carried out on the Removal Staff before provision of the Services to you begins.
- 9.3 By law we are required to ensure that the Removal Staff has sufficient rest and breaks while providing the Services.

10 Our liability to you

- 10.1 If we fail to comply with the terms of the Contract Agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breach or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time you and we entered into the Contract Agreement.

10.2 It is your responsibility to ensure that you have an adequate (to cover the full cost of reinstatement, repair or replacement of loss or damage to either your possessions or property) insurance policy in place at all times that we are providing the Services to you. We may ask you to provide us with a copy of your home insurance certificate at any time either before we provide the services to you or during the time we are providing the Services to you. We will make good any damage to your property caused by our negligence while providing the Services that would not otherwise be covered by your home insurance policy.

10.3 We do not exclude or limit in any way our liability for:

- (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) any matter for which it would be unlawful for us to exclude or limit our liability or to attempt to do so

11 Your rights to cancel the Contract Agreement and applicable refund

11.1 You have the right to cancel the Contract Agreement within 14 days without giving any reason. The cancellation period ends at the end of 14 days after the day on which you sign the Contract Agreement. However, once we have completed the Services you cannot change your mind, even if the cancellation period is still running. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.

11.2 To exercise that right to cancel, you must inform us of your decision to cancel the Contract Agreement by a clear statement, such as a letter sent by post, fax or email. Our contact details are set out in clause 14.

11.3 If you cancel the Contract Agreement under clause 11.1, we will reimburse to you all payments received from you. We will reimburse you without undue delay, and no later than 14 days after the day on which we are informed about your decision to cancel the Agreement. We will make the reimbursement using the same payment method as you used to pay us, unless you have expressly agreed with us that we can reimburse you using a different payment method. In any event, you will not incur any fees as a result of the reimbursement.

11.4 However, if you cancel the Contract Agreement under clause 11.1 and we have already begun carrying out the Services at your request, you will pay us any costs we have reasonably incurred, and these costs will be deducted from any refund that is due to you or, if no refund is due to you, the costs will be invoiced to you. We will tell you what these costs are when you contact us.

11.5 After the cancellation period in clause 11.1 has expired, you may cancel the Contract Agreement at any time by providing us with at least 14 days' notice in writing. Any advance payment you have made for Services that have not been provided will be refunded to you. We will invoice you for any Services that we have carried out but you have not paid for (including during the 14-day notice period) in accordance with clause 8.

11.6 You may cancel the Contract Agreement with immediate effect by giving us written notice if:

- (a) we breach the Contract Agreement in any material way and we do not correct or fix the situation within 14 days of you asking us to in writing;
- (b) we go into liquidation or a receiver or an administrator is appointed over our assets;
- (c) we change these Terms under clause 3.1 to your material disadvantage;
- (d) we are unable to provide the Services because of an ongoing Event Outside Our Control, for a continuous period of more than 2 weeks..

11.7 On occasion it may be necessary for you to cancel a booked Services. We require 48 hours notice of such a cancellation, to be given during Office Hours **Failure to do so will result in the full charge of the visit being levied**. Cancellation of such visits MUST be reported to us and not to our Removal Staff.

12 Our rights to cancel the Contract Agreement and applicable refund

12.1 Once we have begun to provide the Services to you, we may cancel the Contract Agreement at any time by providing you with at least 30 days' notice in writing. If you have made any payment in advance for Services that have not been carried out, we will refund these amounts to you within 14 days the last day upon which we provide Services to you.

12.2 We may cancel the Contract Agreement at any time with immediate effect by giving you written notice if:

- (a) you do not make payment for our Services
- (b) we perceive a significant risk of harm (physical, emotional or verbal) to the Removal Staff; or
- (c) you breach the Contract Agreement in any other material way and, if the breach can be corrected or fixed, you do not correct or fix it within 14 days of us asking you in writing to do so

12.3 Without prejudice to our other rights and remedies under the Contract Agreement, we are entitled to suspend the Services or terminate the Contract Agreement on seven days' written notice to you if any invoice we have sent to you remains unpaid more than 30 days after the invoice date.

13 Events Outside Our Control

13.1 We may have to cancel the Agreement before the start date for the Services, due to an Event Outside Our Control or the unavailability of key personnel without whom we cannot provide the Services. We will promptly contact you if this happens. If you have made any payment in advance for Services that have not been carried out, we will refund these amounts to you.

13.2 Following the start date of the Services, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Agreement that is caused by an Event Outside Our Control.

13.3 If an Event Outside Our Control affects our provision of the Services:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our provision of the Services will be suspended for the duration of the Event Outside Our Control. We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

13.4 You may cancel the Contract Agreement if an Event Outside Our Control takes place and you no longer wish us to provide the Services. Please see your cancellation rights under clause 11. We may cancel the Contract Agreement by giving you notice in writing if the Event Outside Our Control continues for longer than two weeks.

14 Information about us and how to contact us

14.1 We are a company registered in England and Wales. Our company registration number is 1511841 and our registered office is at St Helena Hospice, Barncroft Close, Colchester CO4 9JU

14.2 If you have any questions, at any time the, in the first instance, you should address these to your dedicated Removal Service Manager. In the event you are unable to get a response, in the time required, then please ring us on 01206 890165. The office is

open between the hours of 09.00-17.30 Monday to Friday. Alternatively you can contact us by e-mail at houseclearance@sthelena.org.uk.

- 14.3 If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing (for example, to cancel the Contract Agreement), you can send this to us by e-mail, , by hand, or by post using the details set out above. We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by post to the address you provide to us in the Contract Agreement.

15 Confidentiality and how we use your personal information

- 15.1 Information that we may hold about you, about your health, and physical or mental wellbeing is “sensitive personal data” for the purposes of the Data Protection Act 1998. By signing the Contract Agreement you explicitly consent to us processing that sensitive personal data.
- 15.2 We will use the personal information you provide to us only:
- (a) to provide the Services;
 - (b) to process your payment for the Services;
 - (c) as required under any legislation or code of practice that we are bound by in relation to the provision of the Services; and
 - (d) to enable us to seek feedback about the Services either directly or through a third party on our behalf.
- 15.3 We will not otherwise give your personal data to any third party without your prior consent.
- 15.4 We are under a duty of confidentiality to Removal Staff, and we can only disclose to you information about a Removal Staff, with the Removal Staff's consent. Any information about a Removal Staff that we disclose to you is confidential and you must not disclose it to anyone else.

16 Other important terms

- 16.1 We may transfer our rights and obligations under the Agreement to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under the Agreement.
- 16.2 The Agreement is between you and us. No other person shall have any rights to enforce any of its terms.
- 16.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 16.4 If we fail to insist that you perform any of your obligations under the Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 16.5 The Agreement is governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts.