



AN HOUR EARNED

LIFE + BUSINESS + HOME SORTED

## TERMS & CONDITIONS

### Definitions In this agreement:

- 'We', 'ours' and 'us' refers to An Hour Earned
- 'You', 'your' and 'yours' refers to the client who has signed this agreement
- 'Our services' means the provision of An Hour Earned's services for which you have engaged us

### Expectations

- Our objective is to support you/your business/your family. To achieve best results we will need your active co-operation by promptly providing the resources for which you are responsible, providing clear guidelines and deadlines for tasks required and providing any "homework"/information requested in a timely manner. If you are late with information or resources, we reserve the right to reschedule/cancel services. There is no automatic right to roll over booked services to another time.
- The person/s named in the booking is our main contact and has the authority to agree payments, additional services and changes to a booking. We will not order any goods or services on your behalf unless it is authorised by that person.

### Confidentiality and Privacy

- We provide a professional and confidential service. We are registered with the Information Commissioner's Office as a data controller and adhere to data protection laws. We will only use confidential information you give us to perform any services set out in the booking or if we are required to disclose it by law. We may keep some confidential information to keep a record of what we did for you. We will keep personal data in line with our data retention policy which is included in our Privacy Policy and is available on request.
- When you want us to access or use Personal Data about someone other than you (3rd party data), you must have completed the appropriate Data Processing Form. While processing this data we will be acting as 'data processor', and you are the 'data controller'. We will process 3rd Party Data on your behalf only in response to your written instructions except where we are required by law to do so.
- We will delete all 3rd party data supplied by you from systems within our control within six weeks of the end of the Booking without returning copies to you. We will not remove data from systems you have given us access or log-ins to, since those systems remain under your control and are managed by you.
- We will agree with you a safe and secure system of sending us/accessing your confidential documents and information (and us returning them to you). We are not liable for data that is not securely transmitted to us. Where you wish us to access systems that contains information that identifies living individuals, you should provide us with a unique log in to your existing software platforms and systems. Where multi-user log ins are not available you will securely share passwords and change those passwords at appropriate intervals. Note that we may make and keep temporary backups to ensure continuity of service.
- Where photography forms part of a session the appropriate photography consent form will be signed before any photos are used in media, social media, website etc.

### Disclaimer

- We provide our services, best advice and encouragement in good faith and we accept no responsibility for the actions you take on the basis of our advice, including any items which may be discarded during an organising/decluttering session. You will be responsible for obtaining from other parties any consents that may be necessary for our services to be provided.
- We do not have the relevant expertise to identify items of special value and/or rarity. In such cases, you are advised to seek valuations of any items. We can make enquiries on your behalf (charged at our hourly rates) but we can accept no responsibility for your relationship with such service providers and it is important you are satisfied that their service and prices are suitable for your requirements.
- We handle items with care. You acknowledge that we will not be held liable for accidental damage or loss howsoever caused.
- We will not be liable to you if we do not perform our services for reasons beyond our control or otherwise.
- While we do everything we can to ensure the accuracy of the work we do for you, the final sign off rests with you and it is your responsibility to check the work before it goes out.



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### Limits of work

- We do not provide a cleaning or removal service. Any large or heavy items that need removing may require a third party to help.
- We will use all reasonable endeavours to ensure that all third parties recommended ('suppliers') are reputable, offering quality and value to their customers. You agree we are not responsible or liable for the actions, omissions, goods, products or services provided by any supplier and agree that we are acting as an agent on your behalf. No guarantees can be given on behalf of any suppliers. You will be subject to the terms and conditions of any supplier in connection with the supply to you of any goods or services.
- If we procure tickets for you these may be purchased above face value. All ticket sales are final and no refunds or cancellations can be issued after reservation or purchase of tickets. In the event of a show being cancelled, only the return of the face value of the tickets can be guaranteed subject to this being recoverable by us. Postage fees, service charges and additional fees that may have applied are non-refundable. We are not responsible or liable for any failure by Royal mail or any ticket agent to deliver or post tickets to you in time. You will be subject to the terms and conditions of the ticket agent for any tickets.
- We do not remove waste or soiled items. We can recommend local charities and organisations for donations or recycling and licensed clearance companies to assist, if needed. We will undertake charitable donations on your behalf at an additional cost.

### Rights of Use/Copyright

- The Rights in work done under any booking shall be ours. Upon payment of our fees and charges we will assign to you the Rights in Materials uniquely created under the booking. We agree to sign any further documents needed to complete the transfer of those rights to you. This will not include the rights to any templates, structures or methodologies used. Information and documents which we provide to you remain our absolute property unless and until assigned to you.
- You promise not to breach any third-party copyright, trade/service mark or privacy rights in sending us material to work on. You promise not to use any confidential or restricted information that belongs to someone else in sending us work.
- We will keep full records of the work that we have done for you and the contacts we have made with people on your behalf.
- We will not access, use, copy, distribute or publish any part of any information, data or documents created uniquely for you (once paid for), for our own or any other person's benefit or purposes.

### Personal Safety

- Prior to undertaking an assignment outside of An Hour Earned offices you agree to disclose any information relating to the working environment that might put us at risk of harm or damage to health. Should evidence of infestation be found, the session will cease until professional pest control services have been instructed. We reserve the right to charge for lost time and expenses incurred.
- Another member of the team will always know our whereabouts and timings of each session. This information will not be shared with anyone else unless for the purpose of our safety.

### Payment Terms

- Deposit and payment terms will be confirmed in your booking details and are non-negotiable. The non-payment of a deposit may delay starting the work even if you have accepted the terms and asked us to start. Payment means when cleared funds appear in our bank account.
- Travel within a 20 mile radius of WD24 is included in your booking. Travel outside this area will be charged at 45p per mile. Any parking fees or other out of pocket expenses (e.g. storage solutions, stock images, USBs etc) incurred will be included in your invoice.
- You will be charged for booked hours actually worked. If you wish to continue a session for longer than the pre-agreed period, or add additional hours/tasks to your booking this will be charged at your agreed hourly/package rate. Whilst a booking is based on a pre-agreed estimated period of time, it is not always possible to predict exactly how long a specific assignment will take. It may be necessary to book additional hours in order to finish a job and this will be agreed as required. Where the booking is for a fixed fee retainer or project, additional work outside the scope of the original booking will be charged at our normal hourly rate unless stated otherwise in the booking.
- For out of hours and/or urgent work given at less than 24 hours' notice, a surcharge may be charged at the rate set out in the Booking, or, if none, at 150% of the hourly rate fee for time-based bookings (or the equivalent).



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- Where a monthly block of hours is purchased a maximum of 25% of any unused hours (e.g. 2.5 hours in a 10 hour package) can be carried over to the following month. Any other unused hours will be lost.
- Purchases made on behalf of the client will be charged as per the supplier receipt/invoice, research/shopping time will be charged at our agreed rates.
- In instances where we pay a supplier a sum over £50 on your behalf, you will be required to deposit a sum on account and in advance of any services. Additional amounts outstanding will be due immediately upon receipt of the Supplier's invoice.
- Upon termination of a booking further time-based charges may be incurred in handing over, returning data, wrapping up or responding to enquiries. This would be charged at our normal hourly rate or the equivalent.
- Interest at 10% is charged on any balance remaining unpaid 10 working days after the due date.
- Rates may be subject to change. You will be notified of rate changes 10 working days in advance.

#### **Cancellation**

- If you cancel less than 48 hours before the intended time and date of the performance of our services, a 50% cancellation fee will be due.
- If we cancel a session/services then any deposits/fees received will be fully refundable.
- You may change the commencement date of any services without any penalty by giving 2 working days' notice in writing.
- Neither you nor us shall be responsible to the other for any delay/cancellation in performance or non- performance due to a force majeure event. A "force majeure" event means an event beyond the reasonable control of you or us including, without limitation, a strike, lock-out, labour dispute, act of God, War, civil commotion, malicious damage, compliance with a law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, terrorist activity and other circumstances affecting the supply of the Services.

#### **Complaints**

- We aim to provide a high quality service to you and will request feedback after our sessions. If you are not happy with the service you have received please let us know as soon as possible and we will try to resolve any issues quickly.
- If the complaint concerns the conduct, goods or services of a Supplier or other third party, you should write directly to the Supplier and send a copy of the complaint to us. We are not responsible for the actions, goods or services provided by Suppliers and their employees, but will do its utmost to help resolve issues where possible.

#### **General**

- Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the services shall be limited to the price paid for the services.
- 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 have read and agree to the Terms & Conditions above:

Client Signature: ..... Date: .....