

Terms and Conditions

These Terms and Conditions ("T&Cs") govern the provision of services by **Compassionate Home Clearing** (ABN 71 253 198 896) ("Service Provider") to the Client ("Client") and form part of the Service Agreement. By engaging the Service Provider, the Client agrees to these T&Cs.

1. Definitions

- 1.1. **Client:** The individual or entity engaging the Service Provider for services.
- 1.2. **Service Provider:** Compassionate Home Clearing (ABN 71 253 198 896).
- 1.3. **Services:** The decluttering, sorting, recycling, donation, ethical disposal, and any additional services agreed upon in writing on either an Assisted or Unassisted Basis.
- 1.4. **Agreement:** The Service Agreement and these T&Cs collectively.
- 1.5. **Quote:** The document outlining the estimated cost and scope of services provided to the Client.

2. Application of Terms

- 2.1. These T&Cs apply to all services provided by the Service Provider unless otherwise agreed in writing.
- 2.2. In the event of any inconsistency between these T&Cs and the Service Agreement, the Service Agreement will prevail to the extent of the inconsistency.

3. Authority to Act

- 3.1. The Client warrants that they have the authority to engage the Service Provider and provide instructions regarding the property and items to be handled.
- 3.2. If the Client is not the legal owner of the property or items, they must provide evidence of their authority to act (e.g., executor of an estate, administrator, or authorised agent).

4. Scope of Services

- 4.1. The scope of services will be outlined in the Service Agreement and may include:
 - Decluttering, sorting, recycling, donation, and ethical disposal of items.
 - Coordination of removal of unwanted items.
 - Additional services such as professional cleaning, minor renovations, or reselling items on behalf of the Client.
- 4.2. The Service Provider will not handle hazardous materials (e.g., asbestos, chemicals) unless specifically agreed upon in writing and subject to additional costs.
- 4.3. The Client must remove or clearly mark any items they wish to retain before the commencement of services.
- 4.4. 'Assisted Basis' means the Service provider assists the Client with clearing the premises.
'Unassisted Basis' means the Service Provider alone clears the premises.

5. Payment Terms

5.1. A deposit of 50% of the upper range of the quoted cost is required prior to commencement of services.

5.2. The remaining balance will be payable as follows:

- Upon completion of services, adjusted for actual costs incurred (e.g., fewer skip bins required).
- For staged services, payments may be split into three parts:
 - 50% deposit upfront.
 - 25% upon completion of the initial stage (e.g., decluttering).
 - Remaining balance upon final completion (e.g., removal of furniture).

5.3. Payment methods accepted: [Insert Payment Methods].

5.4. All payments must be made within [Insert Timeframe] of invoice issuance unless otherwise agreed in writing.

6. Cancellation and Rescheduling Policy

6.1. Cancellations or rescheduling must be notified at least 72 hours in advance.

6.2. If less than 72 hours' notice is provided, a cancellation fee of 25% of the deposit will apply to cover sunk costs.

6.3. Compassionate circumstances (e.g., grieving clients) may be considered at the Service Provider's discretion, and cancellation fees may be waived or rescheduling accommodated without penalty.

7. Reselling Items

7.1. The Service Provider is authorised to act as the Client's agent for the sale of items, including negotiating and accepting offers on behalf of the Client.

7.2. A summary of items sold and total proceeds will be provided to the Client upon completion of sales.

7.3. The Service Provider will not take any commission on sales; a flat service fee will apply as per the quote.

7.4. Proceeds from sales will be transferred to the Client's nominated bank account within [Insert Timeframe].

8. Liability and Insurance

8.1. The Client is responsible for ensuring that the premises are safe for the Service Provider and any subcontractors engaged by the Service Provider.

8.2. The Service Provider holds public liability insurance to cover any damage or injury caused by their actions during the provision of services.

8.3. The Service Provider's liability is limited to the value of the services provided under this Agreement and excludes liability for unforeseen events (e.g., force majeure).

8.4. The Service Provider will not be liable for any loss or damage caused by hazardous materials or

unsafe premises unless specifically agreed upon in writing and subject to additional costs for handling such materials.

9. Confidentiality and Privacy

- 9.1. The Service Provider agrees to maintain confidentiality regarding any sensitive information encountered during the provision of services.
- 9.2. The Client authorises the Service Provider to take photos of the property for internal purposes (e.g., before/after documentation).
- 9.3. The Client authorises the Service Provider to use anonymised photos for marketing purposes (e.g., social media, website).

10. Subcontractors

- 10.1. The Service Provider may engage subcontractors (e.g., tradespeople, removalists) to perform certain tasks under this Agreement.
- 10.2. Subcontractors engaged by the Service Provider will have their own liability obligations, and the Service Provider will not be liable for their actions beyond reasonable control.

11. Dispute Resolution

- 11.1. In the event of a dispute related to the Service Agreement, the parties agree to attempt mediation before pursuing litigation or other legal remedies.
- 11.2. Mediation will be conducted by a mutually agreed mediator in Victoria.

12. Amendments to T&Cs

- 12.1. These T&Cs may be updated from time to time and will be available on the Service Provider's website or provided to the Client upon request.

13. Miscellaneous

- 13.1. These T&Cs are governed by the laws of Victoria, Australia.
- 13.2. If any of these T&Cs are found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
