

# **Declutter Dream**

www.declutterdream.co.uk

#### **TERMS & CONDITIONS**

Please read the following paragraphs which describe the terms of business.

#### 1. General

The following are terms of a legal agreement between you and Carla Lapworth, trading as Declutter Dream ("We"). By accessing, browsing, using this website or contacting Declutter Dream, and making a booking, you acknowledge that you have read, understood, and agree, to be bound by these terms and to comply with all applicable laws and regulations.

#### 2. Our Contract

These Terms and Conditions govern the provision of services sold by Carla Lapworth/ Declutter Dream to the customer named on the booking form. Together with the confirmation of services, these Terms and Conditions constitute the entire and only agreement between us.

**2.1.** Once a request for services is made, you will receive a confirmation email or letter detailing your requirements. Acceptance of your order by receipt of payment of a deposit for services, constitutes a legally binding contract between us on these terms and conditions.

### 3. Consultation

An initial consultation will take place either in person or via video call, depending on the client's location. This allows both parties to ensure that they are happy working together prior to the booking being confirmed. This also allows the consultant to determine the workload. The consultation will last one hour and is free of charge.

## 4. Cost of Services, Payment Options & VAT

Cost of services will be presented on the booking form, which will be sent to the customer following their consultation. Prices and availability prior to booking are subject to change without notice. Once a booking has been confirmed the cost of services cannot be amended by either party however, any additional charges accrued on the day will be added to the final invoice. The cost of services are outlined on this website here.

- **4.1.** The following methods of payment are accepted: Cash, Bank transfer (details will be provided directly to the customer on the final invoice). Paypal can be used if agreed at consultation and may incur an admin fee. We regret that We cannot accept payments via debit card, credit card at this time.
- **4.2.** If the planned work is due to take place more than 20 miles away from CV22 or the additional mileage will be charged at the rate of 45p per mile. A total of 40 business miles will be deducted from the overall journey as courtesy.
- **4.3** As a small business we are not currently VAT registered and will therefore not charge VAT on your invoice.

# 5. Deposit

A 50% deposit is due upon booking. An invoice for the deposit will be sent to your billing address via post or email along with the booking form unless otherwise specified. Bookings are not considered confirmed until the booking form is completed and received along with the deposit. Confirmation of your booking will then be provided via post or email.

- **5.1.** Payment of the remainder is due upon completion of work.
- **5.2.** If payment is not received within 2 working days of this date then you will receive an automated payment reminder via text message and/or email. If payment is still not received within a further 2 working days of this reminder then a late-payment charge of £25.00GBP will be owed in addition to cover administrative costs.
- **5.3.** If a customer demonstrates a failure to pay within a reasonable time and makes no attempt to liaise with the business then We reserve the right to make a referral to a third party who will seek to recover these monies or take legal proceedings to recover the debt.

# 6. Cancellation Policy

We appreciate that cancellations are sometimes unavoidable due to unforeseen circumstances, and We will be as accommodating of these as possible. However, as a small business loss of earnings due to last minute cancellations have a great impact and We will look to recover these where possible.

- **6.1.** If you have changed your mind and no longer wish to go ahead with your booking then we will refund your deposit in full, up to 7 calendar days before the booking is due to go ahead. If you would like to cancel within this 7-day period, then We reserve the right to retain this deposit or carry it over to a rescheduled booking date provided this takes place within one calendar month of the cancellation.
- **6.2.** If you cancel your booking less than 3 calendar days in advance of the booking date and do not wish to re-schedule the booking, you will be charged the full rate for services.
- **6.3.** If you re-schedule your booking less than 3 calendar days in advance of the booking date, a £30.00GBP administrative charge will be applied to your final invoice.
- **6.4.** It is highly unlikely that We will need to cancel or reschedule your booking. We do however reserve the right to do so at any time due to unforeseen circumstances. In this instance you will be given the option to receive a full refund of your deposit or for this to be carried over to a re-scheduled booking date.
- **6.5.** We reserve the right to cancel a booking following its commencement should We feel that the client is exhibiting inappropriate conduct or if the environment is deemed a risk to staff.
- **6.6.** We recommend that you make a note of the date of your booking on a calendar. We are also happy to send you a reminder via email or text message before your session takes place. This can be requested on the booking form. If you wish to cancel a booking or session then please complete email <a href="mailto:support@declutterdream.co.uk">support@declutterdream.co.uk</a>.
- **6.7** Due to the nature of our services, we operate a no-refunds policy.

## 7. Customer satisfaction and complaints

We take pride in our work and want you to be happy with the service that you receive. However, in the unlikely event that you are not happy with any part of our service then please send an email to <a href="mailto:support@declutterdream.co.uk">support@declutterdream.co.uk</a> within 48 hours of your booking to raise any concerns you may have.

- **7.1.** We will endeavour to resolve any issue you have with our service within a reasonable time. Throughout the day if there are any elements of the service that you feel do not work for you then please let us know, your feedback is of great importance and allows us to understand your needs much better.
- **7.2.** We can only guarantee that our service will be provided with reasonable care and skill. Any advice We provide will be based on methods which We feel are of benefit to you. None of our suggestions are mandatory and you will never be placed under any pressure to implement any of our ideas or processes. We therefore accept no responsibility from the point of consultation onwards for actions taken or their consequences based on that advice.
- **7.3** Throughout our session We may offer recommendations of products and other services that We feel may be of benefit to you, however We do not accept any responsibility or liability for such products or services or for any loss or damage caused in their engagement/use. Any recommendation We do make will be based on our knowledge and previous use of that product or service. You are advised to seek your own valuation of any items which you are looking to sell and quotes for services you may wish to use. Should any of the products or services We recommend fall below the expected standard then please let us know in order to prevent us using them in the future.
- **7.4** We handle all items with due care and attention and hold full indemnity and public liability insurance to cover any damages or loss caused by our direct engagement. In the case of accidental damage or loss outside of our agreed session, however caused, you hereby agree that We will not be held liable.

## 8. Jurisdiction and applicable law

These Terms and Conditions, your contract with Declutter Dream and your use of this website are governed and interpreted in accordance with English and Welsh law and you agree to submit to the non-exclusive jurisdiction of the English and Welsh courts. This does not affect your non-excludable statutory rights. This website and our Terms and Conditions have been designed for use within the United Kingdom and under UK law. We can give no warranty, express or implied, that the use of this website or the placing of any order through this website from outside the UK complies with any applicable non-UK laws or regulations.

### 9. Severance Clause

If any part of these terms and conditions are deemed invalid or unenforceable then the remainder of these conditions will not be affected.

## 10. Confidentiality and Privacy

We provide a professional service with confidentiality agreements available on request. Any information collected from you or provided by you will never be given out to any other party unless

compelled to by law. All information held is classed as completely confidential. You have the right to request a copy of the information held as set out in the privacy notice on this website.

- **10.1** To help demonstrate the changes we have implemented and with your prior consent, photographs may be taken before, during and after your session. With your written permission We may ask to share these on our website or across our social media platforms to provide other potential clients with an insight into the service We provide.
- **10.2** We may also ask you to provide a written testimonial for use on our website. Your identity and details will always remain private unless you have given us permission to share them.
- 10.3 We may wish to reference the work We have carried out in our session to other clients as follows: 'One of my clients found this approach to be useful'. Examples such as these are a helpful way of demonstrating tried and tested techniques/methods and each client remains unidentifiable. You can let us know at anytime if you do not wish for us to share any details in this way which may relate to your booking.

## 11. Copyright/All Rights Reserved

The material and contents of these pages are the copyright trademark or registered trademark of Declutter Dream, its content and technology providers and/or their respective owners. This includes but is not exclusive to written text, pictures, designs, logos, photographs etc. The material available on this website is therefore prohibited from being copied, modified, reproduced, distributed or incorporated into any other form of work.

This document was last updated on 20/02/24.