

## **Edward Baker (Property Clearance) Ltd**

### **TERMS AND CONDITIONS**

#### **These Terms**

Please read our Terms and Conditions. These are the terms and conditions on which we supply property clearance services to you. They are designed to ensure there is no confusion about what our property clearance services include and exclude, and they set out the basis on which we supply the service.

#### **About us and how to contact us**

We are Edward Baker (Property Clearance) Ltd, a company registered in England under company number 15982772 and with our registered office at 87 Redwing Road, Clanfield, Waterlooville, PO8 0LX.

You can contact us by telephoning our service team at 07444 357839 or by writing to us at 7 Icarus Way, Felpham, Bognor Regis, PO22 7QF or email to [admin@edwardbakerclearance.co.uk](mailto:admin@edwardbakerclearance.co.uk).

#### **Quotation and Payment**

We prefer to visit the clearance site before making a quote, however we can also provide a quote for our services without first needing to inspect the property. Any quotation from us is conditional upon the clearance being as you described to us and we reserve the right to vary our quoted price if at the time of clearance the information you provided to us is found to have been incomplete or inaccurate.

Where our services are to be provided, a contract shall be created between us on your acceptance of our quotation, whether by telephone or email or otherwise. On acceptance we will raise an order form and assign a job number. It will help us if you can tell us the job number whenever you contact us about your clearance. We reserve the right to request a deposit payment in advance of up to 50% of the quoted cost.

By accepting our quotation, you confirm implicitly that you have the full authority for us to collect and dispose of all items at the property. You shall indemnify us from and against any cost or expense we suffer or incur from any third party because of your not having the authority for us to clear any items.

Quotations are valid for 14 days. If the clearance should change in any way, either by you or us, within that time any additional requirements will be added to the original quote. If the changes happen either on the clearance day or during the work being undertaken, any additional charges will be added to the job, thereby superseding the original quotation and you will be invoiced accordingly

We will invoice you shortly after we have provided the services. Invoices must be paid within 14 calendar days of the date of the invoice save by prior agreement. Payment must be paid via bank transfer to the account information provided. Timeliness for payment of our invoices shall be of the essence of the contract.

## **Cancellation**

Once an order has been agreed you subsequently wish to terminate the contract, you must do so in writing, email or by phone as soon as possible. In the event of a termination of contract we reserve the right to retain any deposit payment.

Once a clearance has commenced and you wish to stop work for whatever reason, you are liable to pay for all costs up until that point.

If we cannot fulfil the clearance on the day(s) agreed with you, we will give you 48 hours notice. If we cannot fulfil the appointment to clear your property on the actual day(s) of the clearance, we will inform you on the actual day. We will only ever cancel or postpone a clearance due to illness or injury to any of our staff or if our vehicles are broken down or inoperable or for reasons that may be regarded as “force majeure” (for example, severe weather, civil unrest, pandemic).

## **Your responsibilities**

To enable us to complete our services effectively we will need:

- The full address and postcode of the property requiring clearing
- Your contact details such as telephone number and email address for order and invoice management
- Your contact details such as a telephone number to enable us to report any issues arising during the clearance

If we do not undertake a physical inspection prior to quotation we will need:

- An outline of the size of the property, including the number of bedrooms and reception rooms
- Details of any lofts, sheds, garages, or outbuildings to be cleared
- Details of any items of furniture or contents from the property which are large, heavy or unusual or may be hazardous (for example: paint, creosote, corrosive/noxious liquids or gas canisters)
- A general description of the variety and quantity of items in each room
- Details of any unusual circumstance (for example: a hoarders' house, a large library of books)
- Details of parking and access to the property, and any restrictions which may prevent or restrict access
- You should identify any items that require special instruction.

You shall provide our employees with free and safe access to the location on the premises from where the items are to be removed. For safety reasons we prefer to work with only our staff at

the property, therefore you need to provide us with information required to enable access and agree arrangements for us to access and return any necessary keys.

### **Provision of services**

We will make every effort to provide the services on the dates agreed with you during the order process and we will provide services with reasonable care and skill and in accordance with our recycling policy.

We will remove all contents from the property including out-buildings associated with the property.

If some of the items in the house clearance are too heavy or large to safely remove from the property these items may need to be broken up for removal from the property. We will always remove any debris left over from any item broken up where necessary and possible.

We are not able to disconnect any appliances from gas or fixed electric supply (for example: cookers and gas fires).

We will not remove items considered as fixtures or fittings (for example: curtain rails) and we will not take up or remove of fitted floor coverings.

We do not remove building waste (for example: rubble, plasterboard)

We do not disassemble or remove garden items such as sheds, greenhouses, garden shelters, outdoor play equipment, and satellite dishes,

### **Subsequent Ownership**

Except for any items for which we have received specific instruction, ownership of any item removed from the property transfers to us for disposal through re-sale, charitable donation, staff reuse, recycling or other means of disposal as we see fit.

### **Indemnities / Exceptions / Liabilities**

We reserve the right at our own discretion to immediately vacate the property at any point during the process of clearance if:

- we deem the property unsafe
- we identify undisclosed hazardous materials or items
- any person on the premises become violent or abusive.

In these circumstances we will not be responsible for further clearance, and you will still be fully liable to pay for our attendance in full and for any items already removed.

You shall indemnify us from and against any cost or expense we suffer or incur from any third party because of us transferring hazardous material to a transfer station where we were unaware of the presence of such material at the time of the transfer.

Due to the nature of the service, we cannot guarantee that no damage to property will occur during the clearance process. The customer should inspect the working area once our clearance is complete and notify us, in writing with photographs, of any damage within 7 calendar days of completion of the site clearance. We will not accept liability for any damage that is not notified to us within this time.

### **Data protection and privacy policy**

We will use the personal information you provide to us:

- to supply the Services to you
- to process your payment for the service provided
- if you agreed to this during the order process, to give you information about similar Services that we provide, but you may stop receiving this at any time by contacting us.

We will only give your personal information to third parties where the law either requires or allows us to do so.

### **Problems / Complaints**

If you have any questions or complaints about the Services, please contact us with 24 hours of the completion of the clearance. You can telephone our team on 07444 357839 or e mail us at [admin@edwardbakerclearance.co.uk](mailto:admin@edwardbakerclearance.co.uk). Please provide your name, home address and any other details to help us identify a specific clearance.

### **Jurisdiction**

These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts.