

# Creating Positive Spaces

ABN 22 165 912 640

Terms & Conditions

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## Version

Version	Issue Date	Purpose/ Change
1.0	16 October 2016	Final version published.

## Definitions

Term	Definition
We/ us/our	Creating Positive Spaces
You/ Your	as a customer/client

### 1. Our Service

- 1.1. Creating Positive Spaces provides a home decluttering and organising service. Our service provided to you will be based on our initial discussion and confirmed to you in writing.
- 1.2. The success of our service is dependent upon your co-operation, we are not responsible for needs / expectations not being met where you fail to cooperate with us.
- 1.3. Our service may involve the removal/disposal of your goods/possessions from the property. We will only remove/dispose of items as authorised by you in writing.
- 1.4. We may engage the service of a third party when the removal/ disposal of your goods/possessions is required as part of our service.
- 1.5. Our services are conducted in your presence or the presence of the property owner.
- 1.6. You must provide written authorisation granting us access to the premise in the event you or the property owner are not present during the provision of our service.

### 2. Booking and Payment Terms

- 2.1. You agree to pay our service fee as specified to you in writing.
- 2.2. In order to secure your booking, we require a \$50.00 deposit at the time that you book your appointment with us.
- 2.3. The balance of your payment, including reimbursement of third party goods and services purchased, is due on the day of our session unless otherwise agreed.
- 2.4. Payment can be made via Cash PayPal or Credit Card. Credit Cards accepted by us are stated on our invoice.

### 3. Confidentiality

- 3.1. Any information we receive from you will be considered confidential.
- 3.2. We will not remove any confidential information from your possession without consent.
- 3.3. We will not disclose any information that is confidential to you.

### 4. Third Parties

- 4.1. In order to meet your decluttering and organising needs, we may occasionally recommend you purchase goods from a third party. We are not a retailer.

- 4.2. With your consent, we may purchase goods on your behalf.
- 4.3. Any faults or defects with the goods are the responsibility of the retailer and/or manufacturer, and you hold any relevant rights against them. We will not be held responsible for faults and defects associated with a third party product.
- 4.4. We may recommend and/or utilise third party services during the provision of our services.
- 4.5. Any recommendations or use of third party services are based on our professional opinion. We do not warrant or guarantee the services or performance of any third party we might recommend or utilise.
- 4.6. If you choose to engage a third party recommended by us, you do so under a separate and distinct agreement with that provider outside of these terms.
- 4.7. We may also provide links to other websites on our websites and other business documents. We are not responsible for the content provided on third party websites.

## **5. Liability & Safety**

- 5.1. We will do all that is necessary to ensure that your property and/or possessions are not damaged during the provision of our services.
- 5.2. Should accidental damage occur, we hold Liability Insurance.
- 5.3. You are responsible for doing all things necessary to ensure the safety of our representatives attending your premises
- 5.4. You are liable for any injury caused to our representatives and for any loss or damage to our property whilst on your premises.

## **6. Cancellations & Refunds**

- 6.1. You must provide us 48 hours' notice should you wish to cancel your booking.
- 6.2. Notice of cancellations can be done via telephone or email communications directly to us.
- 6.3. We are happy to reschedule your appointment and will retain your deposit to secure your new booking. If you cancel your rescheduled appointment or you do not reschedule an appointment within 30 days, your deposit will be forfeited.
- 6.4. If you provide us with less than 48 hours' cancellation notice, your deposit will be forfeited.