

# Please | Organise Me

## **Terms & Conditions**

In this agreement 'we' and 'ours' refers to Please Organise Me; 'you' refers to the client; 'our tasks' means the provision of our services to you such as the sourcing and engagement of a supplier to perform the services; 'the services' means the services which you have engaged us to obtain on your behalf by a supplier; 'supplier' means a third party e.g. plumber, which we, acting as your agent and not as principal, have engaged for you to carry out services at your request.

## **Suppliers**

Where the services may legally be carried out only by a supplier with suitable qualifications and/or insurance, we shall use reasonable endeavors to ensure that any supplier chosen by us to perform the services shall be so qualified/insured.

Where we have engaged a supplier to carry out the requested services, unless you have expressly requested or agreed to a particular supplier or a specific charge for the services, we shall make reasonable efforts to ensure that the suppliers charges for providing the services are reasonable having regard to the local market rate for such services in the general locality. However, we give no warranty as to any suppliers charges for any services which have been ordered, negotiated or arranged by you direct with the supplier.

Suppliers charges will at all times be payable by you, unless we have agreed otherwise. If it has been agreed that we shall tender payment for the services to any supplier, it will be on the basis that we do so as your agent. You agree to pay us the entire amount due or a minimum £50 deposit beforehand and will refund any additional payment to us immediately upon demand.

Whilst we shall use our best endeavors to ensure that any supplier selected by us is competent to carry out the services to a proper standard of workmanship and quality, we shall not be liable if his performance falls below that standard.

Our supplier list is not a directory for clients to access without the arrangements for these services to be undertaken by us. Should you wish

to make your own arrangements with one of our preferred suppliers, a charge of one hour will be made to your account.

### **Charges**

Our charges for our tasks (i.e. the tasks we carry out for you ourselves) will be levied at our advertised rates on our website at [www.pleaseorganise.me](http://www.pleaseorganise.me). Travel time to and from your premises for journeys of 90 minutes or more is chargeable at £15/hour.

Invoices are payable within 2 days after the invoice date, any late payment will incur late payment charges set at 8% above the current Bank of England base rate.

We intend to rely upon the written terms set out here. If you require any changes, please request them in writing and we will confirm in writing whether these changes will be accepted. In that way, we can avoid any problems surrounding what we and you are each expected to do.

Payment of our charges for our tasks shall be payable on completion. Invoices will detail our charges, costs incurred, products bought and services paid for. We accept the following methods of payment: BACS, cheques (made payable to Rachel-Elizabeth Clarke) and PayPal.

### **Deposit, Cancellation & Cooling Off Period**

You have the right to cancel this agreement in writing within two working days except where (i) we have performed all or part of our tasks (ii) the services have been performed or (iii) the supplier has been engaged by us on your behalf.

If you cancel your order we shall (i) charge you for the tasks we have carried out for you up to the time we have received notice of cancellation at the rate mentioned above (ii) be entitled to recover from you any money paid by us to a supplier in relation to the services you have requested (iii) be entitled to cover any money paid by us for goods reasonably required in the procurement of the services and (iv) in the circumstances set out below, retain the non-refundable deposit paid at the time of booking.

We require a non-refundable deposit of £100 when you make a booking. Bookings are not considered confirmed until these Terms and Conditions are signed and returned to us and the non-refundable deposit is paid.

We understand that bookings sometimes need to be cancelled or postponed. Whilst we will endeavor to be flexible in this regard, we reserve the right to apply the following terms:

If you reschedule your booking more than one calendar week before your original booking date, we will carry forward your non-refundable deposit to the rescheduled booking. If you reschedule your booking less than one calendar week before your original booking, we will carry forward your non-

refundable deposit to the rescheduled booking but we will charge an administration fee of £50. If you reschedule your booking less than 24 hours before your booking date and start time, you will forfeit your deposit.

### **Liability**

You will be responsible for obtaining from other parties (e.g. landlord, government or competent authority) any consents that may be necessary for the services to be provided.

We will not be liable under this agreement for any loss or damage caused by us or our employees or agents in circumstances where (i) there is no breach of legal duty of care owed to you by us or by our employees or agents; (ii) such loss or damage is not a reasonably foreseeable result of any such breach; (iii) any loss or damage results from a breach by you of any term of this agreement.

We will not be liable under this agreement for any loss or damage caused by a supplier or its employees or agents. We shall not be liable to you if we do not perform our tasks, or the services are not performed by any third party, for reasons beyond our control or otherwise.

We endeavor to provide a high quality service to you in carrying out our tasks. If you are unhappy at any time, please contact us and we will seek to investigate any such complaint as soon as reasonably practicable.

### **General**

Save to the extent that disclosure might be required by law, we shall keep confidential all information about you and we shall not disclose any information about you to any other party except to a supplier, to the extent that such disclosure is necessary to enable the supplier to perform the services. We will not disclose, publish, or use in any way photos of your property or belongings without your express permission.

We understand that your privacy is important. In addition to the general privacy terms above, we are happy to sign a Non-disclosure Agreement with you, which we can provide.

If you agree to join our mailing list, you will receive occasional emails from us, with news and special offers, together with our quarterly newsletters. You can unsubscribe from these mailings at any time by contacting us or by clicking on the 'unsubscribe' link at the bottom of each email.

Please let us know if your personal details change. You may ask us to provide you with all personal information which we hold about you by emailing us. We will only ever hold your name and contact details. We do not collect or process any sensitive data.

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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 non-exclusive jurisdiction of the English courts. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement.

Signed on behalf of Please Organise Me

Dated

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