

TERMS AND CONDITIONS

1 INTERPRETATIONS

1.1 In these conditions:

“Definition”	Description
“Clear Environment”	means Clear Environment (Office Clearance) Ltd a company registered in England with Company Number 6749090 and whose registered office is at Unit 4.02, 31 Clerkenwell Close, London EC1R 0AT;
“Client”	means the person named on the Quotation to whom Clear Environment has agreed to provide the Services in accordance with these Terms or any authorized representative of that person;
“Commencement Date”	means the date agreed by Clear Environment and the Client for the provision of the Services to start;
“Confidential Information”	means all information (whether written, oral or in electronic form) concerning the business and affairs of either party that the other party obtains or receives as a result of the discussions leading up to or the entering into or the performance of this Agreement, including information of a financial and technical nature and information about customers and clients;
“Deposit”	means the non-refundable deposit payable by the Client, the details of which are set out in the Quotation;
“Documents”	includes, in addition to a document in writing, a map, plan, design, drawing, picture or other image or any other record of any information in any form, including electronic form;
“Excluded Items”	means all waste not defined as Office Furniture in these Terms including heavy or specialist equipment and safes over 1000kg in weight, ceiling or wall mounted fittings and fixtures, carpets, office fittings such as doors, paneling or partitions, kitchen units, domestic furniture and general consumable waste;
“Force Majeure Event”	means an act, event, omission or accident beyond Clear Environment’s reasonable control, including but not limited to Acts of God (such as flood or earthquake), fire or explosion, adverse weather conditions, interruption or failure of utility services (such as electricity or gas) or significant disruption to roads or other transport systems;
“Hazardous Waste”	means waste that is included on the list of hazardous substances under the Control of Substances Hazardous to Health (COSHH) Regulations 2002;
“Office Furniture”	means items of general office furniture such as desks and screens, storage cabinets, chairs, racking, server cabinets and acceptable electrical equipment including photocopiers, fax machines, printers etc;
“Quotation”	means the quotation sheet to which these Terms are appended, which together with the Quotation constitutes the contract for the provision of the Services;
“Services”	means the Services to be provided by Clear Environment to the Client as detailed in the Quotation or as agreed in writing



“Terms” between the parties (writing to include email); and means these terms and conditions.

1.2 The headings in these Terms are for convenience only and shall not affect their interpretation.

1.3 A person includes a natural person, corporate or unincorporated body.

2 CLEAR ENVIRONMENT'S SERVICES AND OBLIGATIONS

2.1 Clear Environment shall provide the Services to the Client subject to these Terms. Any changes or additions to the Services or these Terms must be agreed in writing by Clear Environment and the Client.

2.2 The Services shown in the Quotation include only the work detailed in that document and exclude the following unless otherwise agreed in writing:

2.2.1 dealing with Excluded Items and Hazardous Waste;

2.2.2 disconnecting or reconnecting appliances, fixtures, fittings or equipment;

2.2.3 taking up or laying fitted floor coverings;

2.2.4 removing storage heaters unless they are dismantled;

2.2.5 removing items from a loft, unless properly lit and floored and safe access is provided;
and

2.2.6 moving or storing any items excluded under clause 10.

2.3 Clear Environment may at any time, without notifying the Client, make any changes to the Services which:

2.3.1 are necessary to comply with any applicable health and safety or other statutory requirements;

2.3.2 are necessary because of a Force Majeure Event; or

2.3.3 do not materially affect the nature or quality of the Services.

2.4 Clear Environment shall use reasonable endeavours to:

2.4.1 provide the Services in accordance with these Terms in all material respects;

2.4.2 meet any performance dates as agreed with the Client, but any such dates shall be estimates only and time for performance by Clear Environment shall not be of the essence of the contract; and

2.4.3 observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Client's premises Clear Environment is required to attend and that have been communicated to it by the Client, provided that Clear Environment shall not be liable under these Terms if, as a result of such observation, it is in breach of any of its obligations under these Terms.

2.5 Clear Environment shall prepare an inventory (in such detail as Clear Environment deems reasonable in the circumstance) of the items removed from the Client's premises for disposal and shall before the items are disposed of provide a copy to the Client for approval in accordance with clause 9.1.2.



- 2.6 Clear Environment shall take in to consideration the Client's preferences regarding the method of disposed of items and where possible dispose of the items in accordance with such preferences. However, Clear Environment retains ultimate discretion regarding the disposal methods.
- 2.7 Subject to clause 2.8 all title in the items to be disposed of shall pass to Clear Environment upon collection of items from the Client's premises.
- 2.8 Where the Client instructed that items be delivered to a third party for sale or donation, no title in the said items shall pass to Clear Environment and Clear Environment shall act solely as a courier for the transportation of the items.

3 CHARGES

- 3.1 The Quotation is valid for 28 days from the date on which it is provided to the Client. If the Client fails during that 28 days to accept the Quotation in writing and agree a Commencement Date, Clear Environment reserves the right to vary the quoted charges.
- 3.2 The Client shall pay the Deposit to Clear Environment no later than 14 days prior to the Commencement Date. In the event that the Client fails to pay the Deposit in accordance with this clause 3.2, Clear Environment reserves the right to cancel the Services.
- 3.3 The Client shall pay Clear Environment's charges in accordance with the Quotation and any additional sums which are agreed between Clear Environment and the Client for the provision of the Services or which, in Clear Environment's sole discretion, are required as a result of the Client's instructions or lack of instructions, or any other cause attributable to the Client.
- 3.4 Clear Environment may vary its charges from time to time by giving written notice to the Client in the following circumstances:
 - 3.4.1 owing to the Client's delay, the Services are not carried out or completed within the agreed time frame;
 - 3.4.2 the work is carried out on a weekend or public holiday at the Client's request;
 - 3.4.3 Clear Environment is required to collect or deliver items to or from storeys higher than ground floor and first floor and this was not notified to Clear Environment prior to the Commencement Date;
 - 3.4.4 Clear Environment incurs any fees, tolls or other costs in relation to parking or transport, including without limitation any penalty charge notices incurred due to a breach by the Client of clause 6.1.3;
 - 3.4.5 Clear Environment provides additional services including moving or storing extra items over and beyond those on the Quotation, subject to the Client's agreement; or
 - 3.4.6 there is any delay or event outside Clear Environment's reasonable control.
- 3.5 All charges quoted to the Client for the provision of the Services are exclusive of any value added tax, for which the Client shall be additionally liable at the applicable rate from time to time.
- 3.6 Clear Environment's charges and any additional sums payable shall be paid by the Client (together with any applicable value added tax, and without any set-off or other deduction) within fourteen days of the date of Clear Environment's invoice.
- 3.7 If payment is not made on the due date, Clear Environment shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) calculated daily at the rate of 6% per annum above the base rate from time to time of Barclays Bank Plc from the due date until the outstanding amount is paid in full. The Client is



further liable to Clear Environment for costs and expenses (including legal costs) incurred in recovery of the outstanding amount/s.

4 CANCELLATION AND POSTPONEMENT

4.1 In the event of cancellation or postponement of the Services by the Client, the Client will be liable to pay the following charges:

4.1.1 if notice of cancellation is given to Clear Environment less than 48 hours before the Commencement Date, up to 50% of the price given in the Quotation at Clear Environment's sole discretion; or

4.1.2 if notice of cancellation is given to Clear Environment more than 48 hours before the Commencement Date, a sum equivalent to the Deposit.

4.2 The Deposit will be used by Clear Environment to set off against any sum due from the Client under clause 4.1 above.

5 CONFIDENTIAL INFORMATION

5.1 Any Confidential Information belonging to the Client which is so designated by the Client shall be kept confidential by Clear Environment, and all Confidential Information belonging to Clear Environment shall be kept confidential by the Client.

5.2 Clause 5.1 shall not apply to any documents or other materials, data or other information which are public knowledge at the time when they are so provided by other parties, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.

5.3 Notwithstanding clause 5.1, Clear Environment may disclose Confidential Information to the extent required by law by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.

6 WARRANTIES

6.1 By entering into this Agreement, the Client warrants that:

6.1.1 full legal and beneficial ownership of all items to be disposed of under the Services is vested in the Client;

6.1.2 providing the Services will not cause Clear Environment to handle or move any Hazardous Waste, prohibited, restricted or otherwise illegal items;

6.1.3 there will be adequate access at all sites for all vehicles and personnel to allow for safe and legal portorage and loading;

6.1.4 all software and data stored in any electronic format on any items to be disposed of has been erased and full copies of all data has been made and retained by the Client and such data is adequately backed up prior to the Commencement Date and that the disposal of any items will not result in a breach of the Data Protection Act 1998 or other related legislation; and

6.1.5 all documents, records, material and other papers containing confidential or sensitive information or personal data has been removed from the items to be disposed of and where such materials are to be disposed of by Clear Environment they have been shredded by the Client.

6.2 The Client will indemnify Clear Environment against any liability, costs, loss, damage or injury caused by or arising out of:



- 6.2.1 unsafe or unfit premises which Clear Environment is required to attend in the performance of the Services whether or not owned by the Client;
- 6.2.2 explosive, caustic, inflammable, corrosive or other dangerous substances on any property or premises whether or not owned by the Client;
- 6.2.3 the nature and condition of the items to be moved and their packaging (other than any packaging materials provided by Clear Environment);
- 6.2.4 services provided on behalf of Clear Environment by a contractor, sub-contractor and/or any third party in so far as these Terms provide a defence; and
- 6.2.5 any claim made against Clear Environment, its servants, agents or subcontractors by a third party.

7 LIMITATION OF LIABILITY

- 7.1 Clear Environment shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.
- 7.2 Clear Environment shall have no liability to the Client in the event that:
 - 7.2.1 the warranties contained in clause 6.1 are untrue; or
 - 7.2.2 the Client fails to comply with its obligations under clause 9.
- 7.3 Clear Environment shall not be in breach of these Terms, nor liable for any failure or delay in performance of the Services arising from or attributable to a Force Majeure Event, provided that it promptly notifies the Client in writing of the nature and extent of the Force Majeure Event and uses all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out the Services in any way that is reasonably practicable, and to resume the performance of its obligations as soon as reasonably possible
- 7.4 Except in respect of death or personal injury caused by Clear Environment's negligence, or as expressly provided in these Terms, Clear Environment shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under these Terms, for any loss of profit or any indirect, special or consequential loss, damages, costs, expenses or other claims which arise out of or in connection with the provision of the Services (including any delay in providing or failure to provide the Services) or their use by the Client unless caused by Clear Environment's negligence, and the entire liability of Clear Environment in connection with the Agreement shall not exceed the amount of Clear Environment's charges for the provision of the Services, except as expressly provided in these Terms. Clear Environment shall not be liable to the Client or be deemed to be in breach of these Terms by reason of any delay in performing, or any failure to perform, any of Clear Environment's obligations in relation to the Services, if the delay or failure was due to any cause beyond Clear Environment's reasonable control, including but not restricted to damage caused by weather or climactic conditions.
- 7.5 Clear Environment shall not be liable to the Client for any goods under the Services taken or left in error and it is the Client's responsibility to ensure this does not occur.
- 7.6 Subject to clause 7.4, Clear Environment's liability to the Client for items disposed of as a result of error on the part of Clear Environment is limited to and shall not exceed the lesser of the market value or replacement value of the goods in question, taking into account their age and condition immediately prior to their loss or damage to a maximum of £250 per item.
- 7.7 Clear Environment reserves the right to ask for proof of value in relation to any goods which are disposed of in error.



7.8 Clear Environment's public liability shall not exceed the sum of £5,000,000 in the aggregate.

8 CLAIMS

8.1 The Client, its employees, servants or agents or entity or any person, firm or company who collects or delivers any items pursuant to this Agreement shall notify to Clear Environment immediately any damage to, loss of or failure to produce any goods at the time of delivery, and in any case no later than seven days from the date of such collection or delivery.

8.2 In addition to the limits in clause 7, Clear Environment shall not be liable for any loss or damage caused unless:

8.2.1 any claim is notified in writing to Clear Environment as soon as such loss or damage is discovered or ought reasonably to be discovered and in any event no later than seven days from the date of collection or delivery of any goods under the Services; and

8.2.2 in the event of any such claim arising out of damage to premises, the damage is noted on Clear Environment's written job instructions at the time the damage occurs and is confirmed in writing within seven days thereafter.

9 CLIENT'S OBLIGATIONS

9.1 It is the Client's responsibility to:

9.1.1 clearly mark, in such manner as may be easily identifiable and recognised by Clear Environment, all items which are to be disposed of;

9.1.2 carefully check the inventory of disposed items provided by Clear Environment upon collection of the items and immediately notify Clear Environment of any items included in the inventory which are not to be disposed of

9.1.3 ensure that the inventory is checked and signed by an authorised representative;

9.1.4 maintain full and adequate insurance of the items to be disposed of until such time as they are collected by Clear Environment;

9.1.5 obtain at the Client's own expense all Documents, permits, licences, Customs documents or other materials and any data or other information necessary to enable Clear Environment to provide the Services;

9.1.6 be present or represented throughout the removal of any goods under the Services

9.1.7 arrange for any goods left at unoccupied or unattended premises to be properly secured;

9.1.8 ensure that all services and amenities to the Client's premises remain in full working order throughout the provision of the Services including without limitation electricity lighting, lifts, power, fire alarms and security and access control;

9.1.9 disconnect and stabilise all electronic appliances and equipment prior to the provision of the Services; and

9.1.10 thoroughly defrost and clean any refrigerators and deep freezers. Clear Environment accepts no responsibility for contents.

9.2 It is the Client's responsibility to make Clear Environment aware of risks to the Health and Safety of Clear Environment's employees, contractors or subcontractors which Clear Environment cannot reasonably be expected to identify on a site survey.



- 9.3 In the event that a contract is entered into by telephone the Client undertakes to bring all risks to the attention of Clear Environment prior to arrangement for carrying out the Services.
- 9.4 The Client shall immediately bring to Clear Environment's attention any error, omission or act and afford Clear Environment reasonable opportunity make corrections.

10 EXCLUDED ITEMS

- 10.1 Unless otherwise agreed in writing, the following are excluded from the Services and Clear Environment shall not be liable for any loss or damage to:
- 10.1.1 Excluded Items and Hazardous Waste;
 - 10.1.2 jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, goods or collections of any similar kind;
 - 10.1.3 stolen goods;
 - 10.1.4 prohibited or illegal items, including without limitation drugs, firearms, or explosives;
 - 10.1.5 dangerous or potentially dangerous or damaging or explosive items including gas bottles, aerosols or flammable materials;
 - 10.1.6 plants or goods likely to encourage vermin or other pests or to cause infestation;
 - 10.1.7 refrigerated or frozen food or drink; or
 - 10.1.8 any animals and their cages or tanks, including pets, birds or fish.

11 OWNERSHIP OF EQUIPMENT

- 11.1 Title to all materials and equipment procured by Clear Environment in relation to the Services, including but not restricted to containers, crates and other packaging equipment and materials, remains vested in Clear Environment or other legal owner as appropriate but shall be the responsibility of the Client until such items are returned to Clear Environment.
- 11.2 The Client shall be responsible for obtaining a signed delivery note on return of any equipment under this clause 11.
- 11.3 Additional charges will be incurred in the event that the hire period for equipment under this Agreement is extended.

12 TERMINATION

- 12.1 The Client may terminate the contract without charge by giving not less than 48 hours' written notice to Clear Environment. Termination will incur a charge as set out in clause 3.
- 12.2 Either party may (without limiting any other remedy) at any time terminate the contract by giving written notice to the other if the other commits any breach of these Terms and (if capable of remedy) fails to remedy the breach within thirty days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

13 SUB-CONTRACTING

- 13.1 Clear Environment reserves the right to sub-contract some or all of the Services without any obligation to seek the Client's consent or give the Client notice.



14 COMMON CARRIER

14.1 Clear Environment is not a Common Carrier.

15 GENERAL

15.1 These Terms together with the Quotation constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms expressed or implied by statute or otherwise are excluded to the fullest extent permitted by law. In the event of any conflict between these Terms and the Quotation, these Terms shall prevail.

15.2 A notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

15.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right and no waiver by either party of any breach of the contract by the other shall be considered a waiver of any subsequent breach of the same or any other provision.

15.4 English law shall apply to the contract and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

