



Leanne Metcalf trading as Home Space Life

Standard Terms of Business

Please read our Terms of Business before booking any Home Space Life services or packages

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply to these Terms.

Contract: the contract between you (the Client) and us (Home Space Life) for the supply of Services in accordance with these Terms.

Estimate: the estimate will include the scope of the Services (what Home Space Life will be providing and what Home Space Life will not be providing for this work), the labour/time costs, travel costs (if applicable) and details of organising supplies and associated costs (if applicable e.g. storage containers, hangers, labels etc.). It will also include details of the deposit required and payment terms for the both the deposit and the final payment.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Services: the services that we are providing to you on these Terms.

Terms: the terms and conditions set out in this document.

Writing or Written: includes email.

1.2 The headings do not affect the interpretation of these Terms.

1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

2. Basis Of Agreement

- 2.1 These Terms constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us that is not set out in these Terms.
- 2.2 A contract shall be formed between us ("Contract") upon you instructing us to commence work in relation to the Services (whether in writing (including by email), via receipt of your completed online booking form, or orally) and shall continue unless and until terminated in accordance with clause 10 below.
- 2.3 These Terms take precedence over any other terms and conditions and any course of dealing or industry practice.

3. The Services

- 3.1 We shall provide Services to you in accordance with the Estimate accompanying these Terms. The Estimate contains a detailed description of the Services Home Space Life will provide:
 - (a) The scope of work: the what, the when, the how and the who, and any exclusions to this;
 - (b) A breakdown of labour/time costs;
 - (c) A breakdown of travel costs (if applicable);
 - (d) Costs and details of any organising supplies (if applicable e.g. storage containers, hangers, labels etc.).
- 3.2 Any samples or drawings issued by us do not form part of the Contract and are for illustration purposes only.
- 3.3 If you are purchasing as a consumer (as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 – namely you are buying as an individual acting for purposes which are wholly or mainly outside of your trade, business, craft or profession, the following shall apply:
 - (a) you have the right to cancel this Contract within 14 days of the date of this agreement by emailing us at leanne@homespacelife.com or by using the Cancellation Form annexed to this document at Annex 1. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you cancel this agreement, we will reimburse to you all payments received from you in relation to the agreement within 14 days after the date on which we were informed about your decision to cancel this Contract; and

(b) in relation to the provision of any additional Services under this Contract:

- (i) you hereby request immediate performance of the Contract and acknowledge that you will lose your right of withdrawal from the Contract once the service contract is fully performed; and
- (ii) if you cancel the Contract before the Services have been fully performed, you agree that you will pay for the supply of the Services for the period for which they are supplied. The amount payable will be in proportion to what has been supplied, in comparison with the full coverage of the Contract and the cost details provided in the estimate.

3.4 For any and all Services commencing within the 14-day cooling-off period:

- (a) If you request us to begin providing the Services during your 14-day statutory cancellation period, you must make an express request to do so by checking the relevant box during the booking process (via the booking form).
- (b) By making this express request, you acknowledge and agree that:
 - (i) If the Services are fully performed within the 14-day cancellation period, you will completely lose your right to cancel the Contract and will not be entitled to a refund; and
 - (ii) If the Services are partially performed at the time you notify us of your decision to cancel, you will be liable to pay us a proportional amount for the Services provided up to the point of cancellation, based on the costs detailed in the Estimate.

If you are not purchasing as a consumer, the above provisions shall not apply.

3.5 We shall always provide the Services with all due care, skill and ability and shall always use our reasonable endeavours to deliver them fully on the delivery date(s) set out in the Estimate. However, these dates are estimates only and if we fail to meet these dates you shall not have any legal rights in relation to this. Failure to fully deliver the Services on the delivery date(s) can be due to a variety of factors. For example: the Client struggles to make decisions on the day regarding what items can be cleared from the property, there are more belongings in the rooms/areas to organise than was made apparent to Home Space Life during the consultation process, there is conflict or high emotion in the household on the delivery date(s), there is a delay with removal services arriving at the property for house moves, there is an issue with storage or furniture which means it cannot be utilised or filled, other tradespeople are delayed or not cooperating, organising supplies do not arrive on time etc. If the Services are not going to be delivered fully on the delivery date(s) set out in the

Estimate, we will make you aware of this at the earliest possible opportunity and consult with you as to how best to move forward. Home Space Life will confirm any additional Services, additional fees and revised delivery timelines before carrying out the work.

4. Fees And Booking

- 4.1 A free 20-minute video call consultation is arranged and provided by Home Space Life once the contact form on the website (homespacelife.com/contact) has been completed or contact is otherwise made regarding our services which allows for this consultation to take place. Following this free call, the total price for the Services shall be the in accordance with the amount set out in the Estimate.
- 4.2 The minimum Home Space Life session is 3 hours.
- 4.3 Travel is included within Basingstoke and surrounding towns and villages (including Andwell, Bramley, Cliddesden, Greywell, Hook, Mapledurwell, North Warnborough, Oakley, Odiham, Sherborne St John, Sherfield on Loddon, Up Nately and Upton Grey). Outside of these areas, a daily travel fee applies, normally between £10 and £25, depending on your location. If travel time is in excess of one hour each way, an additional charge may be made for time taken to travel at £35 per hour.
- 4.4 The Estimate will include the scope of the Services (what Home Space Life will be providing and what Home Space Life will not be providing for this work), the labour/time costs, travel costs (if applicable) and details of organising supplies and associated costs (if applicable e.g. storage containers, hangers, labels etc.). It will also include details of the deposit required and payment terms for the both the deposit and the final payment.
- 4.5 To secure the Services and the scheduled delivery date(s), the client shall complete the online booking form, agree to these Terms and any other required terms (as per the booking form), and pay a deposit of 50% of the total price for the Services (as per the Estimate). An invoice will be generated by Home Space Life for the deposit and payment is due upon receipt. The Services will not commence until the deposit has been received in cleared funds. The deposit will be applied towards the total fees payable under these Terms (Contract).
- 4.6 Payment for Home Space Life Services is always payable in two parts:
 - 1) an advance deposit (payment due upon receipt of the deposit invoice);
 - 2) one single payment for the remainder of the costs (payment due within two days of the final invoice being issued).

The Client will be made aware of both the advance deposit payment and the expected remainder payment in advance, as part of the Estimate. The Client will also receive email acknowledgment of any payments that have been received.

- 4.7 Home Space Life Services are provided for a fixed price (pricing details available at homespacelife.com/pricing) and the total price for the Services shall be the amount set out in the Estimate. When the final invoice is issued, the final price on the invoice could be higher than the Estimate if the Services outlined in the Estimate take more time or organising supplies than initially planned. Such changes will always be reasonable and will be discussed with the Client at the time, allowing the Client to refuse any change without penalty if they do not want to agree to the increase. However non-agreement to the increase will mean that any additional time or organising supplies cannot be provided by Home Space Life beyond what was agreed in the original Estimate.
- 4.8 If the Client requests work outside the agreed scope of the Services (as outlined in the Estimate), Home Space Life will confirm any additional fees and revised delivery timelines before carrying out the additional work. We are not obliged to carry out work outside the agreed scope unless this has been agreed between us in writing. All additional work is chargeable, and Home Space Life reserves the right to decline or not undertake additional work requested.
- 4.9 Whilst Home Space Life can help identify, advise on and facilitate the acquisition of additional resources, any additional resources required to manage large or heavy items must be acquired by the Client at their expense.
- 4.10 Home Space Life reserves the right to change our prices with 30 days' prior notice. Such changes will always be reasonable and will be discussed with the Client at the time, allowing the Client to refuse any change without penalty if they do not want to agree to the increase. If, after the date of this Agreement, any third-party costs that are necessary for us to provide the Services increase, we may increase the Fees by the amount of that increase on giving written notice to the Client.
- 4.11 You must pay each of our invoices in full, and in cleared funds, by bank transfer to the account details specified, in accordance with the payment terms (upon receipt for the deposit invoice and within two days of receipt for the final invoice).
- 4.12 Without prejudice to any other right or remedy, if you fail to pay any invoice on the due date, we may:
- (a) charge interest on the sum due from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Mettle by Natwest, accruing on a daily basis and being compounded quarterly until payment is made (whether before or after any court judgment) and you shall pay the interest immediately on our demand; and

- (b) suspend all Services until payment has been made in full.

5. Cancellation Policy And Refunds

- 5.1 We know life can get in the way due to unavoidable circumstances. Therefore, if you need to reschedule, please email leanne@homespacelife.com. If cancellation of the Services is received with less than 2 days (48 hours) notice of the scheduled delivery date(s), we reserve the right to charge up to 100% of the fee. Home Space Life may waive all or part of this fee, at our discretion, if a rescheduled delivery date is made within 1 month of the original delivery date.
- 5.2 Deposits are non-refundable. If the Client cancels the Services after the Contract has been entered into, the deposit shall be retained by Home Space Life as a contribution towards administrative costs and loss of opportunity to undertake other work. However, provided the cancellation rights apply, there is a cooling off period where the Client can cancel a contract for any reason within 14 days of the date of the contract being formed and receive a full refund of the deposit – see clause 3.4 above.
- 5.3 If Home Space Life is unable to provide the Services due to circumstances within its control, a rescheduled delivery date(s) will be offered within 1 month of the original delivery date(s). If this is unacceptable to the Client and/or an alternative delivery date(s) cannot be agreed, Home Space Life will refund the deposit to the Client in full. If Home Space Life is unable to provide the Services due to circumstances outside of its control, a rescheduled delivery date(s) will be offered within 1 month of the original delivery date(s). If such a date(s) is unsuitable and/or an alternative delivery date(s) cannot be agreed, Home Space Life will refund the deposit to the Client in full.
- 5.4 For any reason if you require a refund, please allow 3-5 business days for this to appear in your bank account.

6. Other Activities

Nothing in these Terms shall prevent us from being involved in any other way as long as that does not cause us to breach any of our obligations under these Terms.

7. Confidential Information And Our Materials

- 7.1 We acknowledge that we will have access to confidential information about you in the course of providing the Services. We shall not use or disclose to any third party any such confidential information, except where we need to in order to properly perform the Services.
- 7.2 You will keep strictly confidential all information about our business, our suppliers and our customers.

7.3 The restrictions in clauses 7.1 and 7.2 do not apply to:

- (a) any use or disclosure required by law;
- (b) any disclosure authorised by the party who owns the confidential information; or
- (c) any information which is already public knowledge (otherwise than through unauthorised disclosure by the party to whom the information does not relate).

8. Data Protection

We are committed to the protection of your personal data. We collect and process personal data in accordance with our Privacy Policy that you can view at homespacelife.com/privacypolicy. Home Space Life operates a completely non-judgmental service and agrees to keep all information regarding your personal life, financial situation, home environment, and belongings strictly confidential. No details will be shared with any third party without your express written consent, unless required by law.

9. Intellectual Property

- 9.1 We are the owner or the licensee of all Intellectual Property Rights and all other rights in the Services and any materials, content or other work provided as part of the Services ("Deliverables") and nothing in these Terms or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in the Services or such materials.
- 9.2 We grant you a fully paid-up, worldwide, non-exclusive, royalty-free licence to copy and modify the Deliverables for the purpose of receiving and using the Services and the Deliverables; and
- 9.3 You grant to us a non-exclusive perpetual, worldwide, royalty free licence to use all or any of your Intellectual Property Rights in any materials or content you submit to us.
- 9.4 You acknowledge that, where we do not own any of the materials or content which we submit to you, your use of rights in such materials or content is conditional on our obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle us to license such rights to you.

10. Termination

- 10.1 Subject to the provisions of clause 2, either of us may terminate this Contract with immediate effect for any reason with no liability to the other (apart from liabilities that had already accrued and been incurred).
- 10.2 Notwithstanding the provisions of clause 2 or clause 10.1, either party may terminate this Contract with immediate effect with no liability to the other (apart from liabilities that had already accrued and been incurred) if at any time:

- (a) The other fails to make a payment when due and payable under this Contract;
- (b) The other commits any gross misconduct affecting the other, including being verbally or physically abusive;
- (c) The other commits any serious or repeated breach or non-observance of any of the provisions of this Contract;
- (d) The other undertakes any action which renders the relationship unworkable, where there is no possibility of delivering the agreed Services or continuing with the Contract and relationship;
- (e) The other is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or
- (f) The other makes any arrangement or composition with creditors or becomes bankrupt.

10.3 Each of our rights under this clause 10 are without prejudice to any other rights that we might have at law to terminate the Contract. Any delay by either party in exercising rights to terminate shall not constitute a waiver of these rights.

10.4 We shall not be obliged to retain documents and information relating to you after termination of this Contract.

11. Obligations On Termination

On termination of this Contract, you shall immediately pay to us any unpaid fees or other sums payable under this Contract. Termination will not affect either of our outstanding rights or duties, including our right to recover from you any money you owe us under these Terms.

12. Status

Our relationship to you will be that of independent contractor and nothing in these Terms shall make us your employee, worker, agent or partner.

13. Limitation Of Liability

13.1 Nothing in this Contract shall exclude or limit our liability for (i) death or personal injury to any person caused by our negligence, (ii) fraud or fraudulent misrepresentation made by us or (iii) any other matter which we may not legally exclude or limit.

13.2 In the event that we are found liable to you for any loss or damage, this liability shall be limited to the amount of any fees you paid to us in accordance with this Contract.

13.3 If we are prevented from or delayed in performing our obligations or delivering the Services by your act or omission or by any circumstance outside of our control, we shall not be liable for any costs, charges or losses incurred by you that arise from such prevention or delay.

13.4 Neither party shall be held liable for any failure or delay in performing their obligations under this Contract if such failure is caused by circumstances beyond their reasonable control. For Home Space Life, this includes but is not limited to illness, injury, emergency, severe weather, transport disruptions, or vehicle breakdowns. For the Client, this includes sudden household emergencies, severe illness, or unexpected property damage that prevents access to the premises.

The affected party must notify the other as soon as reasonably possible. If an event occurs within the 48-hour cancellation window due to a genuine force majeure event, standard cancellation fees will be waived, provided both parties make every effort to reschedule the session within 1 month.

If the session cannot be rescheduled within 1 month due to ongoing disruption from a genuine force majeure event, either party may terminate the agreement upon written notice. In the event of such termination, Home Space Life will refund the 50% deposit. However, the Client remains fully liable to reimburse Home Space Life for any organising supplies already purchased upfront on the Client's behalf. These costs will be deducted from the refundable deposit. Upon such reimbursement, all purchased supplies become the property of the Client and will be delivered to or left with the Client in their current condition.

13.5 Home Space Life is responsible for delivering the Services but is not responsible for the Client's results.

13.6 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms.

13.7 This clause 13 shall survive termination of the Contract.

14. Client Responsibilities

14.1 Sole Responsibility: You retain ultimate authority and sole responsibility for all decisions and actions regarding which items are kept, disposed of, donated, gifted, sold, or recycled. Home Space Life will act in good faith to provide advice, guidance, encouragement and practical assistance in the organising process, but no item will be discarded without your (the Client's) verbal or written approval. Home Space Life accepts no responsibility for actions the Client takes on the basis of their advice, at the time of consultation, engagement in the organising or decluttering process, or at any subsequent or future date following any engagement or consultation.

- 14.2 **Finality of Disposal:** Once the Client gives consent for an item to be removed from their property for disposal, donation, or recycling, that decision is final. We will assist in implementing the exit strategy for cleared items, but the Client is responsible for ultimate disposal. Once items leave the premises, they cannot be retrieved and Home Space Life is not responsible for the recovery of any item once it has left the property.
- 14.3 **Waiver of Liability:** You agree to waive any rights to claim compensation, damages, or financial reimbursement from Home Space Life for the value, loss, or sentimental attachment to any items that were disposed of, donated, or recycled with your consent. Home Space Life is not a specialist valuer of art or other items of special value or rarity, so the Client is advised to seek their own valuations of any items. Home Space Life is not responsible for the consequences of items discarded.
- 14.4 **Third-Party Ownership:** You confirm that you have the legal right and authority to dispose of all items presented during our sessions. All items removed from your property either for disposal or to other locations must be done at your own discretion. Home Space Life is not liable for any items damaged or lost by a third party and accepts no liability for the disposal of items belonging to third parties (such as family members, housemates, or landlords) without their explicit consent.

15. Accidental Damage

- 15.1 **Standard of Care:** We will take the utmost care when handling your belongings and working within your property. However, due to the highly physical and practical nature of clearing and organising, accidents can happen.
- 15.2 **Public Liability Insurance:** Home Space Life maintains professional Public Liability Insurance to cover accidental third-party property damage or personal injury caused by direct negligence during a session. Details of our insurance cover with Westminster Insurance are available at homespacelife.com.
- 15.3 **Client Duty to Disclose:** You must inform us prior to the commencement of work of any items that are particularly fragile, irreplaceable, antique, or of high financial or sentimental value, so that extra precautions can be taken.
- 15.4 **Limitation of Claims:** In the event of accidental damage directly caused by Home Space Life, any claim for compensation will be strictly limited to the repair or replacement value of the specific item, handled in accordance with the terms, conditions, and standard excess of our insurance policy. Home Space Life accepts no liability for pre-existing damage, structural wear-and-tear, or items damaged due to unstable storage conditions already present in the property.

16. Notices

All notices sent by you to us must be sent to Leanne Metcalf, Home Space Life, Andway Cottage, Pyotts Hill, Old Basing, Hampshire RG24 8AP, or by email to leanne@homespacelife.com. We may give notice to you at either the e-mail or postal address you provided to us. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

17. Assignment And Subcontracting

17.1 We may at any time assign, transfer, subcontract or deal in any other manner with all or any of our rights under these Terms.

17.2 You shall not, without our prior written consent, assign, transfer, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms.

18. General

18.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, that term will (to that extent only) be 'severed' from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

18.2 If we delay in exercising any rights under these Terms or by law, that shall not constitute a waiver of such right or prevent us from exercising that right at a later date.

18.3 As Home Space Life evolves, we may vary these Terms at any time (other than in relation to the fee to be charged – see clause 4.10). No variation of these Terms of Business shall be effective unless it is in writing and agreed by both parties (including via email acknowledgement) with 30 days' prior notice. This will enable Clients to terminate before the new Terms take effect if they don't agree. Changes will take effect immediately after the 30 days have passed.

18.4 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

18.5 These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by English law and we both agree to the exclusive jurisdiction of the English court.

Annex 1 – Cancellation Form

To: Home Space Life, Andway Cottage, Pyotts Hill, Old Basing, Hampshire RG24 8AP /
leanne@homespacelife.com:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale for the provision
of

the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate.