

# TERMS AND CONDITIONS

## HANDYMAN AND TRANSPORT SERVICES



### 1. DEFINITIONS AND INTERPRETATION

In these Terms & Conditions (the "Agreement"), the following terms shall have the meanings ascribed to them below, unless the context requires otherwise:

- "Service Provider", "we", "our", and "us" refers to Brian O'Toole Home Removals & Handyman Services, a company duly incorporated and existing under the laws of Switzerland, with registered business address at 16 Beim Wasserturm 4059 Basel.
- "Client", "you", and "your" refer to the individual, company, or other legal entity who contracts for the provision of services by the Service Provider and shall include any individual or entity acting on behalf of the Client.
- "Services" refers to the services as detailed in Section 2 of this Agreement, including but not limited to home removals, handyman services, and any related or ancillary services provided by the Service Provider to the Client.

### 2. SERVICES PROVIDED

The Service Provider agrees to provide the following services (collectively, the "Services") as requested by the Client:

- Handyman Services including but not limited to: Furniture Assembly, Picture hanging, Repairing holes in wall, Recycling & Disposal, Garden clean up, Power Hosing, Painting, Transports.
- Any Other Services mutually agreed upon by both parties in writing.
- The scope of these Services may be amended or supplemented upon mutual written agreement between the Service Provider and the Client.

### 3. SERVICE AGREEMENT AND ACCEPTANCE

- Quotation: The Service Provider shall provide the Client with a written hourly rate for the services based on the information supplied by the Client.
- Acceptance: By engaging the Service Provider to perform the Services, the Client accepts these Terms & Conditions, and any amendments or updates thereafter, whether or not expressly agreed to in writing at the time.
- Amendment of Agreement: Any amendments to this Agreement, including changes to the scope of the Services, must generally be made in writing and signed by both parties. However, if circumstances of the agreed service(s) require adjustments after quotation, changes may be verbally agreed between the Client and the Service provider, provided both parties clearly understand and accept the changes.

### 4. FEES AND PAYMENT TERMS

- Pricing and Payment: The fees for the Services will be as agreed upon in the quotation or estimate provided by the Service Provider, and the Client shall be required to pay these fees in accordance with the payment schedule normally 5 days after receipt of invoice. The Service Provider reserves the right to amend its pricing due to unforeseen circumstances or additional work requested by the Client.

- Late Payment: Our payment terms are 5 days after receipt of invoice sent by service provider, late payment could be subject to a late payment fee. The Service Provider reserves the right to suspend or terminate the provision of Services until payment is made in full. The Service Provider may take appropriate legal action to recover the debt, including referral to a collection agency, in which case the Client shall bear all costs associated with the collection process.
- Accepted Payment Methods: The Service Provider accepts payment via bank transfer, TWINT, or cash, as mutually agreed by the client and service provider. Payments must be made in the currency specified in the invoice (CHF).

## **5. MATERIALS AND PARTS**

- The Company may supply materials or use client-provided items.
- The Service Provider reserves the right to adjust agreed payment if specialised materials are needed to complete the job
- We are not responsible for the quality or suitability of materials supplied by the Client.

## **6. CLIENT OBLIGATIONS AND RESPONSIBILITIES**

The Client agrees to:

- Accurate Information: Provide complete and accurate information about the scope of the handyman service to be undertaken. Inaccurate information may result in delays in the service being completed.
- Acceptance of PPE: Our team need to protect themselves with the right tools and equipment. Therefore, they will wear shoes while inside your property. Should you wish for us to wear shoe coverings, the client must inform us in advance.
- Ensuring adequate parking for our team to avoid parking fines or to inform us ahead of time of any restrictions. The Service Provider reserves the right to add additional parking charges to a Clients invoice for fine received.
- Should the Client provide inaccurate information, we reserve the right to adjust the pricing accordingly to suit the actual scope of the job.

## **7. SERVICE PROVIDER OBLIGATIONS**

The Service Provider agrees to:

- Professional Service: Perform the Services with due skill, care, and diligence, consistent with industry standards and applicable laws, in a professional and courteous manner.
- Employee Conduct: Ensure that the employees or subcontractors performing the Services are suitably qualified, trained, and appropriately supervised.
- Insurance: Maintain appropriate insurance coverage for the performance of the Services, which may include liability insurance for damage to property, injury to persons, and other related risks.
- Time management: Make reasonable efforts to meet scheduled service dates and times, but shall not be liable for any delays outside the Service Provider's reasonable control, including due to adverse weather, traffic conditions, unforeseen technical issues, and issues out of our control.

## **8. LIABILITY AND EXCLUSIONS**

- The Service Provider will take reasonable care when performing services.

- General Liability: The Service Provider shall not be liable for any indirect, consequential, or punitive damages, loss of business, or loss of profits arising from the performance or non-performance of the Services, regardless of the cause.
- Any issues must be brought to the attention of the team leader on site or reported back to our offices within 24 hours of service being carried out.
- Damage to Items: The Service Provider shall only be liable for damage to items resulting directly from the Service Provider's negligence or willful misconduct.
- We are not liable for damage resulting from normal wear and tear.
- The Company shall only be responsible for reassembling furniture that has been disassembled by our own team. We may, at our discretion, assist in assembling furniture disassembled by a third party; however, the Company accepts no responsibility or liability for any issues arising therefrom, including but not limited to missing, defective, or damaged parts.

## **9. PHOTOGRAPHY AND SOCIAL MEDIA**

We may take photographs or short videos of the handyman process for marketing or training purposes. These will never include personal or sensitive information and will be used solely to showcase our professional services. Clients may opt out of this by notifying us in advance, and we will fully respect your privacy.

## **10. DATA PROTECTION**

**10.1** We respect your privacy and handle your personal data in accordance with the Swiss Federal Act on Data Protection (FADP).

**10.2** We collect and process personal data such as your name, address, telephone number, email address, and moving details in order to:

- Provide our handyman services;
- Communicate with you regarding bookings and service delivery;
- Fulfill legal or insurance-related obligations.

**10.3** Your data will be stored securely and only accessed by authorized personnel. We do not sell or share your personal information with third parties, except where necessary to complete your move (e.g. working with logistics partners) or when required by Swiss law.

**10.4** Your data will be retained only for as long as required for our business purposes, legal requirements, or tax obligations.

**10.5** Under Swiss data protection law, you have the right to:

- Access your personal data;
- Request correction or deletion of your data;
- Object to processing in certain circumstances.

You may contact us to exercise your rights or for any questions related to data protection.

By engaging our Services, the Client acknowledges that they have read, understood, and agreed to these Terms & Conditions.

Signed, Brian O'Toole  
 Chief Executive Officer  
 Brian O'Toole Home Removals & Handyman Services