

# TERMS AND CONDITIONS

## Home Removal Services

### TERMS & CONDITIONS OF SERVICE

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#### 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.
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#### 2. SERVICES PROVIDED

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

- **Home Removal and Relocation Services (National & International)**
  - **Handyman Services** including but not limited to, Picture hanging, Repairing holes in wall, Recycling & Disposal, Garden clean up, Power Hosing, Painting
  - **Packing and Unpacking Services.**
  - **Any Other Services** mutually agreed upon by both parties in writing.
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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 estimate quotation for the services based on the information supplied by the Client. This quotation shall remain valid for a period of 14 days from the date of issue, unless otherwise stated in writing.
  - **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.
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#### 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.
- **Deposits:** A deposit will be required for cross border moves, this amount varies and will be agreed between the client and service provider in advance. We reserve the right to request deposits if the scope of the job requires one, regardless of if it is a cross border move or not.

- **Late Payment:** Our payment terms are strictly 5 days of receipt of invoice sent by service provider, late payment of this 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).
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## 5. CLIENT OBLIGATIONS AND RESPONSIBILITIES

The Client agrees to:

- **Accurate Information:** Provide complete and accurate information about the property, items to be moved, and any specific requirements related to the Services.
  - **Access and Parking:** Ensuring that adequate and clear access to the property is available for the Service Provider's personnel, vehicles, and equipment is the responsibility of the client, unless otherwise agreed with the service provider in advance for the administration fee disclosed. Providing us with the correct access information from door to parking.
  - **Pre-Packaging:** Ensure that all items to be moved or worked on are packed securely and in accordance with the Service Provider's packing instructions. The Service Provider shall not be responsible for damage to items packed by the Client. (reference Disclaimer)
  - **Special Items:** The Service Provider needs to be advised in advance of any high-value, fragile, or particularly difficult-to-move items that require special handling or treatment.
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## 6. 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.
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## 7. LIABILITY AND EXCLUSIONS

- **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.
  - **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. The Client agrees to assume all risk for items packed by the Client.
  - **Client Responsibility for Excluded Items:** The Client acknowledges and agrees that certain items are excluded from insurance coverage and liability. These items remain the sole responsibility of the Client and should be transported, stored, or handled by the Client themselves if there is any concern regarding their value, condition, or security. **Exclusions:** The Service Provider shall not be liable for damage or loss to the following:
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**Excluded Goods (NotInsured/NotLiable):**

The Service Provider shall not be liable for any loss, damage, theft, or deterioration arising from the transport, handling, or storage of the following items, whether disclosed or not:

Securities and documents of all kinds

Precious metals (unprocessed, in bars or coins), including items whose value is equal to or greater than the value of silver

Coins in circulation made of non-precious metals

Banknotes and currency

Jewellery, watches, real pearls, precious stones, and other valuables or personal ornaments

Works of art and items of sentimental or personal value

Live animals

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- **Additional Exclusions:** The Service Provider shall not be liable for loss or damage to:

Items not disclosed to in writing to the Service Provider in advance

Items improperly packed or inadequately secured by the Client

Items that exceed the Service Provider's reasonable capacity to move or handle due to size, weight, or fragility, unless otherwise agreed in writing

Loss or damage caused by third parties or events beyond the Service Provider's reasonable control

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- **Force Majeure:** The Service Provider shall not be held liable for failure/delay/damage in the performance of the Services due to circumstances beyond reasonable control, including but not limited to adverse weather, natural disasters, war, strikes, governmental action, or other unforeseen events.

#### **8. CANCELLATION AND RESCHEDULING**

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- **Cancellation by Client:** If the Client cancels the Services, the following cancellation fees will apply:

- Cancellation up to 14 days prior to the scheduled service date: No charge.
- Cancellation between 7 and 14 days prior to the service date: CHF [500] cancellation fee.
- Cancellation within 7 days of the scheduled service date: CHF [1000] cancellation fee.

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- **Rescheduling:** The Client may reschedule the Services, subject to availability, without penalty provided that notice is given at least 7 days in advance of the scheduled date. Rescheduling within 7 days of the scheduled date will incur a rescheduling fee of 95CHF.
  - **Cancellation by Service Provider:** The Service Provider reserves the right to cancel the Services in the event of unforeseen circumstances, such as illness, vehicle breakdown, or force majeure. In such cases, the Service Provider will offer the Client an alternative date for the Services or provide a full refund of any deposit paid.

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#### **9. GOVERNING LAW AND DISPUTE RESOLUTION**

- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of Switzerland, without regard to its conflict of law principles.
- **Dispute Resolution:** Any disputes arising out of or in connection with this Agreement shall be resolved through negotiation between the parties. If the dispute cannot be resolved amicably, the parties agree to submit the dispute to binding arbitration in Switzerland in accordance with the Swiss Rules of International Arbitration.
- **Jurisdiction:** The exclusive jurisdiction for any legal action shall be the courts of Basel stad Switzerland.

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#### **10. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Service Provider and the Client regarding the provision of the Services and supersedes all prior agreements, understandings, or representations, whether written or oral, regarding the same subject matter. No amendments or modifications of this Agreement shall be effective unless in writing and signed by both parties.

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#### **11. SEVERABILITY**

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

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**Points to note:**

This is issued by **Brian O'Toole Home Removals & Handyman Services** (the "Company") and forms an integral part of our Terms & Conditions. By engaging our services, the Client agrees to the disclaimers and limitations of liability set out herein.

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### 1. Assembly and Disassembly of Furniture

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.

Assembly of new furniture is considered an additional service and is **not** included in the standard moving fee. For applicable charges, refer to our **Additional Services** section.

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### 2. Lighting Fixtures

The dismantling of lighting fixtures and reinstallation of fixtures, or addition of extra lighting is **not included** in the standard service and will incur additional charges. These services may be performed by qualified third-party subcontractors (e.g., licensed electricians), and the Company assumes no liability for work conducted by such subcontractors. Refer to our **Additional Services** for pricing.

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### 3. Responsibility for Damaged Items

While the Company will take all reasonable steps to ensure the safety of your belongings, the following limitations apply:

#### 3.1 Items Packed by the Client:

The Company disclaims all liability for damage to items packed by the Client, regardless of the cause. This includes items packed in boxes, suitcases, bags, or any other container. It is the Client's sole responsibility to ensure all items are properly packed and secured for transport.

#### 3.2 Items Packed by Our Team:

Items professionally packed by our team will be handled with appropriate care. In the event of damage, the Client must notify the team leader **immediately** during the move.

Claims for damage reported after completion of the move may not be considered. Minor wear and tear (e.g., scratches, scuffs, small dents) that may occur during handling and transport are not considered compensable unless caused by **gross negligence**.

Pre-existing damage will be documented by our team before removal commences. The Client must inform our team in advance of any delicate, high-value, or insured items requiring special attention.

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### 4. Furniture Placement

Upon delivery, furniture will be placed as instructed by the Client. Once items have been positioned, the Company assumes no responsibility for rearranging furniture. Any further relocation of furniture after initial placement is outside the scope of our standard service and must be discussed with the team leader or management directly.

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### 5. Cross-Border Moves

For international moves, the Client is responsible for the accuracy and completeness of all customs declarations and legal documentation.

While the Company may assist with paperwork and offer advice, we accept **no liability** for customs charges, delays, or penalties incurred due to inaccurate information.

A 50% deposit is required prior to departure. The remaining balance must be paid upon delivery in the destination country.

Weight limits for transport vehicles are subject to legal regulations. The Client confirms that the total weight of transported goods will not exceed **1,200 kg**, unless explicitly agreed. Any costs resulting from excess weight will be passed on to the Client.

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### 6. Accidental Damage

Although our team exercises care and caution, minor damage (e.g., wall scuffs, minor scratches) may occasionally occur.

Clients are encouraged to conduct a walkthrough with the team leader upon completion of the move. Any damage must be reported to the team leader **on the same day**, or in writing to our customer care team **within 48 hours** after the move is completed. Claims reported after this timeframe may not be accepted.

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### 7. Packing Guidelines

For operational efficiency and item protection, all items should be packed in boxes where possible.

**Black sacks are strongly discouraged** due to their inefficient stacking, limited protection, and increased handling time. If excessive use of black sacks materially extends the move duration, we reserve the right to adjust your final invoice to reflect additional time and labour.

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### 8. Damage to Items Packed in Black Sacks

The Company accepts **no liability** for damage to items transported in black sacks, as these do not meet minimum protection standards.

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### 9. Television Testing

Our team will test all televisions before and after transport to verify they remain in working order.

Please ensure that all TVs are **connected and operational** during these checks.

If a television is prepacked by the Client, the Company assumes **no responsibility** for its condition upon delivery.

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### 10. Moving Plants

While we are happy to transport your plants, they are particularly susceptible to environmental stress and physical damage.

Clients are advised to protect plants using suitable containers or coverings. The Company cannot be held liable for any damage to leaves, branches, or pots, unless resulting from **gross negligence**.

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### 11. Parking Arrangements

Clients are responsible for securing appropriate parking access for our vehicles at both the collection and delivery locations.

If no parking is available or the distance to the property exceeds 15 metres, additional fees may apply for increased time and labour.

The Company can assist in obtaining parking permits on request and may charge an administrative fee for doing so.

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### 12. Photography and Social Media

We may take photographs or short videos of the moving 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.

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### 13. Data Protection

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

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

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- Provide our home removal services;
  - Communicate with you regarding bookings and service delivery;
  - Fulfill legal or insurance-related obligations.
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13.3 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.

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

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

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- Access your personal data;
  - Request correction or deletion of your data;
  - Object to processing in certain circumstances.
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13.6 You may contact us at [your email address] to exercise your rights or for any questions related to data protection.

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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

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