

Service Agreement

1. SCOPE OF SERVICES

1.1 **Services Provided:** Memory Lane Organising agrees to provide professional home organising services, including but not limited to a consultation, organising, decluttering, rubbish removal, removal of items for donation, light cleaning, selling of items, small furniture assembly and provision of storage products. The Services may also include any other tasks which the Parties may agree on.

1.2 **Consultation:** Prior to the commencement of services, a consultation will be conducted to assess the Client's needs and preferences. Memory Lane Organising will discuss the scope of work, scheduling, and any specific requirements the Client may have.

1.3 **Decluttering:** Memory Lane Organising will assist the Client in decluttering and organising, including sorting, categorising, and recommending and or implementing appropriate storage solutions.

1.4 **Rubbish Removal:** Memory Lane Organising will remove a reasonable amount of household rubbish generated during the organising process. Excessive or specialised waste removal may incur additional fees, to be agreed upon with the Client. The Client assumes responsibility for third-party removal of excess waste.

1.5 **Removal of items for donation:** The Client is responsible for clearly identifying and notifying Memory Lane Organising of items intended for donation. Donated items may include, but are not limited to, furniture, clothing, household items, and electronics. The Service Provider reserves the right to refuse the removal of items that do not meet the acceptance criteria or pose a hazard during removal. While Memory Lane Organising will exercise care in handling donated items, Memory Lane Organising is not liable for any damage, loss, or theft of items during the removal and donation process. Once items have been removed from the Client's home as part of the agreed-upon services, the removal is considered final and irrevocable.

1.6 **Cleaning:** Light cleaning of the premises will be undertaken during sessions. If additional cleaning services are required, a separate agreement will be discussed, including associated fees prior to the commencement of works.

1.7 **Storage Products:** Memory Lane Organising will recommend and may supply quality storage products to enhance organisation. The cost of these products, plus a markup of 30% per item will be charged to the Client.

1.8 **Selling of items:** The Client and Memory Lane Organising will collaboratively identify items deemed suitable for sale during the organising process. Saleable items may include, but are not limited to, furniture, decor, and other household items. Memory Lane Organising, in consultation with the Client, will determine the pricing of items designated for sale. The Client will be informed of the proposed prices, and mutual agreement will be sought before finalising the sale. Memory Lane Organising will make reasonable efforts to secure fair market value for each item. While Memory Lane Organising will exercise care in the sale of items, they are not liable for any damages, losses, or disputes related to the sale process. Memory Lane Organising may list the items online for sale, but it is the Client liability and responsibility to handle payment.

1.9 **Small furniture assembly:** Memory Lane Organising may provide small furniture assembly services as part of the agreed-upon scope of work. The Client acknowledges and agrees that Memory Lane Organising will assemble furniture items according to manufacturer instructions and industry standards. Any specific assembly instructions or preferences provided by the Client will be considered, provided they align with safe and proper assembly practices. Memory Lane Organising is not responsible for the modification or alteration of furniture items unless explicitly specified and agreed upon in advance. Memory Lane Organising will exercise care during the assembly process, but is not liable for any damages to the furniture or surrounding areas unless caused by negligence. Additional charges for furniture assembly may apply.

2. SERVICE CONDITIONS

2.1 **Service Outcomes:** Striving for high-quality results, Memory Lane Organising aims to create a functional and organised space that is both easy to maintain and aesthetically pleasing. Memory Lane Organising and the Client collaboratively work towards achieving agreed-upon standards and quality.

2.2 **Scheduling:** Rescheduling requires a minimum of 48 hours otherwise, the deposit may be forfeited and a penalty fee may apply.

2.3 **Privacy:** The Service Provider adheres to the highest standards of privacy protection, following the Privacy Act 1988. Client information is securely stored and not shared with third parties. Shredding of documents is done on-site. Any photos or images used require Client consent, with the Client reviewing and approving before public use. Consent may be revoked at any time by submitting a written request to The Service Provider.

2.4 **Liability:** While Memory Lane Organising makes every effort to care for belongings, it is not held responsible for accidental breakages or incidents. Memory Lane Organising maintains Public Liability Insurance.

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3. PAYMENTS

The Client acknowledges and agrees to the following payment terms as part of the Service Agreement:

3.1 Deposit: A non-refundable deposit of \$100.00 is required to secure the booking availability and initiate the agreed-upon services. The deposit will be communicated to the Client before the commencement of services. By paying the deposit, the Client acknowledges and agrees that they are entering into a service agreement with Memory Lane Organising. The Client hereby accepts the terms and conditions outlined in this agreement and agrees to be bound by them.

3.2 Payment Method: Payments can be made in cash, credit card or via direct bank deposit. Any additional fees associated with specific payment methods, such as bank charges, are the responsibility of the Client.

3.3 Payment Terms & Invoices: Payment for labour of services rendered is due at the end of the session. If storage products are administered, the Client will receive an itemised invoice for purchases payable immediately upon receipt or within 3 business days. Failure to settle payments within 5 business days may result in debt collection services being engaged, incurring an additional \$200 admin fee to the Client.

3.4 Late Payment: Late payments are subject to a late fee of 10% from the date of the invoice until the payment is received. In the event of late payment, Memory Lane Organising reserves the right to suspend further services until the outstanding balance, including late fees, is settled. If payment is not received within 7 business days of the due date, Memory Lane Organising may engage debt collection services, and the Client shall be responsible for any associated collection costs.

3.5 Dispute Resolution: Any disputes regarding invoices or payment issues shall be resolved through good faith negotiations between the Client and Memory Lane Organising. If a resolution cannot be reached, the parties may choose to pursue mediation or arbitration in accordance with the laws of ACT and New South Wales, Australia.

4. INDEMNIFICATION

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement. This indemnification will survive the termination of this Agreement.

5. CONFIDENTIALITY

The Service Provider agrees to keep all Client information confidential. The Client agrees to allow the Service Provider to use photos or videos of the service or event for marketing purposes, unless otherwise stated in writing.