

Moving out of our home

Clearabee terms and conditions.

Disposal, collected direct from the home and disposed as waste

Fixed price services		
Services are fixed price and include a minimum of 1 driver who will assist with loading where possible. Standard extras apply.		
Half load	7 cubic yards, 500kg	£198
Full load	14 cubic yards, 1,000kg	£300
Full load within M25	14 cubic yards, 1,000kg	£270
Out of hours	Minimum full load. 6pm - 10.30pm	+£48
Night collections	Overnight, Sundays and bank holidays	+£120
Additional weight / volume	per kilo / per cubic yard	18p / £22.80

Flexible collections	
Available during standard working hours (Monday to Saturday 8am - 6pm). 1 - 14 cubic yard increments.	
Call out charge	£60
1 cubic yard (100kg max)	£24

Standard extras	
Domestic style fridge / freezer	£36
Consignment	£30
TV	£18
Mattress	£18
Other hazardous	POA

About Us

We are Clearabee Ltd, a company registered in England under company number 07938514 and with our registered office at Griffin House, 19 Ludgate Hill, Birmingham. B3 1DW. Our VAT number is 141 0827 45.

Basis of Sale

The whole of the agreement between the customer and Clearabee shall be set out in these terms and conditions to the exclusion of all other terms and conditions.

Where we are able to provide a quote for our services without first needing to inspect the location where our services are to be provided then a contract shall be created between us on your acceptance of our quote, whether by telephone or email or otherwise.

We reserve the right to vary our quoted price if at the time of collection the information you provided to us at the time of quotation was incomplete or inaccurate. We reserve the right to vary any quoted price if, during the process of the collection, new information regarding the nature of the waste becomes apparent whether or not this could have been ascertained at the start of the process. Any cost provided in advance of the collection will normally be an estimate only.

Provision of Services

Unless we are prevented from doing so by a Force Majeure Event, we will provide services with reasonable care and skill.

We will make every effort to provide the services on removal dates provided but there may be delays due to circumstances beyond our control. In this case we will inform you to arrange a revised collection date as soon as reasonably possible. Where we provide you with an estimated time of arrival this should not be construed as offering any form of guarantee as to the time upon which we will attend to perform the collection.

You shall provide our employees with free and safe access to the location on the premises from where the rubbish is to be removed. You shall also notify us of any special circumstances which may be relevant to our quotation, including but not limited to, if the rubbish is difficult to get to, if any items are large or heavy, if it involves our staff working at height, if the rubbish is secured, if there is likely to be a dispute as to whether the rubbish can be cleared, or if we are unable to park free of charge outside the premises where the rubbish is to be collected from. If you do not, or you provide us with incomplete or inaccurate information or instructions, we may cancel a collection at any time, either on attendance at site or by giving you notice, or we may make an additional charge of a reasonable sum to cover any extra work or costs that are required.

In the event that we attend the premises in your absence you undertake to provide us with the reliable means to contact you and take payment prior to the collection proceeding. Failure to do so may result in the collection failing in which circumstances Clearabee Ltd is not to be held liable for any loss or damage howsoever incurred.

You confirm that you have the full authority for us to collect and dispose of the rubbish. You shall indemnify us from and against any cost or expense we suffer or incur from any third party as a result of your not having the authority for us to clear the rubbish including any containers.

If we detect or suspect there may be any asbestos, syringes, drug paraphernalia or other hazardous or dangerous substances or materials on site we may at our sole discretion, immediately vacate the premises, and will not be responsible for further collection and disposal. In such circumstances you shall still be fully liable to pay for our attendance in full and for any waste already removed.

If we need to engage expert services to remove such materials already loaded onto our trucks, or having been tipped at a transfer station, we reserve the right to charge you for such services, if at the time of removal we were unaware of any asbestos or other hazardous or dangerous substances or materials in what has been removed. You shall indemnify us from and against any cost or expense we suffer or incur from any third party as a result of us transferring hazardous material to a transfer station where we were unaware of the presence of such material at the time of the transfer.

Continued overleaf

We will agree to sign a Waste Transfer Note provided by you at the location and time of the collection. We do not agree to provide any further documentation other than at our discretion and we reserve the right to charge an administration fee for any documents that we provide other than a standard Waste Transfer Note. It is the waste producers responsibility to provide a Waste Transfer Note and the producer of the waste should retain this document for at least two years. Where we have the Waste Transfer Note stored, we will provide a single copy on request for a period of two years after the collection, but we reserve the right to charge a reasonable administration fee for multiple documents or for requests that we consider to be unreasonable or vexatious.

Any sharp or dangerous objects e.g. knives and broken glass should be separately stored in an appropriate container by you before we arrive for the collection. Under no circumstances should sharp objects be stored in bags. This requirement is for the safety of our staff.

Payment and Price

All prices are subject to VAT.

Our primary pricing method is to charge for each collection by attendance fee and then by the cubic yard weighing cumulatively up to a fixed amount per cubic yard taken as an average over the whole collection. As it is impossible to weigh waste in situ, the price quoted may be based solely on our visual estimate of the weight of the waste to be removed. Such weights may be determined accurately in retrospect by way of a transfer station weighbridge ticket and subject to agreement the price may be varied in retrospect. The customer must request such an arrangement in advance of the removal of the waste so as to allow for the waste removed to be kept separate from other waste for the purpose of weighing, and a collection on these terms will not always be available. The current weight allowance is published on our website and may vary subject to special agreement.

In addition, for non-account customers an attendance fee will be taken at the time of booking. In consideration of this payment a vehicle will attend the site where the waste is located, however the payment does not guarantee that any work will be carried out. This fee is for attendance only, and no amount of waste removal is included.

Payment must be made at the time of collection unless the work is being carried out on behalf of an account holder, or a prior agreement has been made. In the event payment is not made, any waste collected may be returned to the producer. Payments not made within 14 days of the collection date or on the due date for account holders will incur an administration fee of £40 for invoices up to £999.99; £70 for invoices up to £9,999.99 and £100 for invoices over £10,000.00. We reserve the right to charge interest on any unpaid balance at the rate of 8% above the base rate as set from time to time by The Bank of England. We do not assume ownership of any waste collected until payment for the collection has been made and a transfer note has been provided to the customer.

We may invoice you at any time after we have provided the services. Invoices must be paid within 30 calendar days of the date of the invoice save by prior agreement. Invoices to customers who do not have a prior credit account arrangement with Clearabee are due to be paid upon receipt.

Time for payment of our invoices shall be of the essence of the contract.

Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend our performance of any other further services to you until you have paid the outstanding amounts.

We may from time to time carrying out credit checks with credit reference or other agencies to establish the current credit status of account holders. Should the credit status of an account holder diminish or change in any way that we consider to be adverse then we reserve the right to lessen the credit amount offered or to close the account. In the event that we change the amount of credit offered then the balance of outstanding credit over that amount will immediately become due and we will be entitled to treat the overdue amount as if it had become overdue in the normal way.

We reserve the right to close your account at any time without notice if, in our sole opinion, the account holder or any representative or agent of account holder has been, or is suspected of having been party to bribery, corruption, illegal practices, solicitation of companies that hold accounts with Clearabee, solicitation or offers of employment to current Clearabee staff or any other act that may be considered by us to be to the detriment of Clearabee Ltd. Should we close your account then we may at our sole discretion make an immediate demand for all payments for collections as yet unpaid, to be paid within 14 days of the date of demand whether invoiced at the time of account closure or not. For clarity, we will be entitled to require all collections undertaken before the date of account closure, whenever normally due to be paid within 14 days of account closure.

You shall pay all amounts due in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part. Should any amount due become over 7 days overdue then we

reserve the right to require immediate payment of all amounts due regardless of the due date on the invoice.

Cancellations and Charges

We may, at our discretion refund the attendance fee if you wish to cancel a booked collection provided such a request to do so is received at any time on the business day preceding the date of the collection by email sent to 'info@clearabee.co.uk' or by telephoning our customer support centre.

Where you may be deemed to be contracting as a "consumer" then you will additionally have the right to cancel a booking at any time up to the end of fourteen days after the day on which the contract is concluded, subject to the following provisions.

(a) You do not have the right to cancel the contract if the supply of our services begins with your agreement before the end of the fourteen day cancellation period. It is assumed we have your agreement if we are required to carry out our work within this period.

(b) To exercise the statutory right of cancellation, you must provide us with written notice.

If we are unable to remove any items from the premises as, for example, they are too large to fit through the doorways, then if we agree, in our discretion, to try and dismantle the item e.g. remove legs from tables, in order to try and get the item to fit through the doorway, if we are still unable to remove the item from the premises, then we shall not be responsible for the reassembly of such an item.

We allocate 5 minutes for removal to our vehicle for each cubic yard of rubbish at the premises specified together with 5 minutes for our vehicle team to make their initial assessment of the job. Where it takes us longer than the allocated time for the allocated amount of storage space on a truck (which may differ from the amount of space it takes up when stored) we reserve the right to charge for each additional minute of labour at such rates as displayed on the Company's website from time to time.

If in the sole judgement of our vehicle team the weight of the collection exceeds the weight allowance per cubic yard published on our website, we reserve the right to charge for the whole collection by weight.

'Difficult waste' (including but not limited to fridges and car tires) is charged at such rates as displayed on the Company's website from time to time.

Projected time for the collection, and measurements of weight and volume are all assessed by our vehicle team at their absolute discretion at the start of the collection. We reserve the right to apply additional charges throughout the job and at its conclusion.

Limitation of Liability

Clearabee will accept no liability for the implied legality of any service that we carry out. No opinion or purported advice offered by any Clearabee employee or agent should be relied upon in the assessment of legal compliance. By carrying out any service as instructed by a customer we do not convey any warranty of legality of the service in any way. The customer should ensure that any instructions given to us are lawful and the customer agrees to indemnify Clearabee against any losses or liabilities arising from dispute of property or any other legal dispute.

This clause does not exclude or limit in any way our liability for (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; or (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

Subject to the preceding, under no circumstances whatsoever shall we be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the contract; and (b) our total liability to you in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of our services under the contract in question.

Due to the nature of the service we cannot guarantee that no damage to property will occur during the clearance process. The customer should inspect the working area once our clearance is complete and notify the team of any damage before the team have left the site. Any such damage must also be notified in writing to Clearabee within 7 days of completion of the site clearance. We will not accept liability for any damage that is not notified to us within this time.

Events Outside Our Control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (Force Majeure Event).

A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following (a) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (b) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; (c) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; (d) impossibility of the use of public or private telecommunications networks.

Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

Termination

We may terminate the arrangement between us at any time.

Termination will not affect either party's outstanding rights or duties, including our right to recover from you any money you owe us under these Terms.

Assignment

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

Notices

All notices sent by you to us must be sent to us at Clearabee Limited, Griffin House, 19 Ludgate Hill, Birmingham B3 1DW and or email to info@clearabee.co.uk. We may give notice to you at either the e-mail or postal address you provide to us at the time of booking. 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 email that the email was sent to the specified e-mail address of the addressee.

Data Protection

We will only use the personal information you provide to us to provide the services, or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information.

You acknowledge and agree that we may pass your details to credit reference agencies.

You acknowledge that we may share your data with any party listed in our registration as a data controller in full compliance with all aspects of the data protection act.

General

If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the 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.

If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

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.

These Terms shall be governed by English law and you and we both agree to the exclusive jurisdiction of the English courts.

Terms and conditions specific to the Beeloyal membership scheme

- 1) Beeloyal credit has no cash value and cannot be exchanged, sold or withdrawn from the member account. Credit can not be used at the same time as any other offer.
- 2) Credits are not non-transferable.
- 3) Credit can only be used or accrued by the named individual or company on the account and only in the course of their own business or personal activities.

- 4) Membership runs for 12 months from the date of purchase.
- 5) Membership can only be purchased online. Credit can only be earned on qualifying orders placed online. Only in exceptional circumstances can we add a job to the scheme which was booked over the telephone.
- 6) After 3 bookings by a member during a membership year we will renew that membership at no charge for the following year.
- 7) 10% credit is applied to the member account after the job is booked.
- 8) Credits can only be used on prepaid bookings. Credit cannot be used 'on-site' and only applies to prepaid waste. For example if a customer prepaid online for 2 cubic yards (£99) they would get a credit to their account of £9.90. If they only paid the attendance fee and 2 cubic yards on site the 10% would apply only to the £49.00
- 9) Credit has no fixed expiry date, but will expire 12 months after membership lapses. This means a customer can renew later in the year and their credit will still be available. After a membership has been inactive for 12 months the credit will expire and will not be recoverable.
- 10) Clearabee reserves the right to terminate an account or the scheme at any time and credits will be expired. Clearabee will refund the difference between the cost of membership and the credits used in this eventuality unless in the sole opinion of Clearabee Limited the account has been misused or the credits have not been fairly obtained.
- 11) Members must keep us informed of any change of details. Clearabee cannot be held responsible for any loss of credit incurred due to out of date details.
- 12) Clearabee reserves the right to change the rate at which credit is earned and which purchases qualify by giving reasonable notice in writing.
- 13) Clearabee reserves the right to vary these terms and conditions at any time. Such variation will be notified on the scheme website, or by email.

Additional Terms and conditions specific to the BeeBag service

- The BeeBag should be placed on your own property, and not placed on any public land unless an appropriate license has been obtained. Your BeeBag should be placed not more than 4 metres walk from the nearest place where our truck can be safely and legally parked. Additional charges may apply if the access route to the bag is hindered in any way or the distance is over 4 metres.
- Weight limits must be observed when filling the Beebag. Maximum weight limits are shown on the bag and on our website at the time of ordering. Should the bag appear in our sole opinion to be overweight then we reserve the right not to collect the bag, and a wasted journey charge will apply. We may at our sole discretion make an extra charge for any weight over the stated weight limit of the bag.
- The "large" and "Extra Large" sized bags should not be used for heavy and dense waste such as bricks, concrete, masonry, heavy wood or other such waste streams. Small amounts of these waste streams are acceptable, but please confirm the amount with our customer service team in advance.
- We are unable to remove hazardous waste in your Beebag, and any such waste streams may be removed from the bag before collection. Hazardous waste includes, but is not limited to, fridges, freezers, liquid waste of any description, paint, asbestos, batteries, gas bottles, food waste or clinical waste. For more information, you should contact our customer service department in advance.
- We cannot remove plasterboard where it is mixed with us waste streams. Plasterboard should be kept separate at all times. We reserve the right to reject the collection and charge for a wasted journey should the customers waste include mixed plasterboard.
- You may cancel your collection at any time up until the collection service has started.
- We will refund the full cost of the bag including postage if it is returned to us in unused condition within 28 days. You will be responsible for the cost of returning the bag to us, and we reserve the right to retain postage cost for repeated returns