

#### **TERMS AND CONDITIONS**

## OBLIGATIONS AND AUTHORITY OF THE DESIGNER

Louisa Jane interiors has a Duty of Care to act in the clients best interests, owing them a duty of care for which they receive an agreed fee.

When carrying out the services schedule the designer shall exercise reasonable skill, care and diligence in accordance with the normal standards of the designers profession in performing the services and discharging all the obligations outlined in the service agreement.

Louisa Jane interiors has a duty to inform of all progress in the performance of the services and of any issues that may materially effect the brief, the project cost, the timetable, or the quality of the project. In the event of an emergency, the designer may issue instructions to a contractor to prevent danger to persons or material damage the project without the clients prior approval, and shall confirm such action to the client in writing without delay.

#### LIMITATIONS OF LIABILITY

The designer does not take responsibility for any third parties, contractors or retailers.

Factors outside the designers control, ie delays caused by others, extra works or repairs required, or exceeding the given time frame due to unforeseen circumstances are not the designers responsibilities even in the role of project manager. The designer will act in the best interests of the client and endeavour to complete the project in as safe and timely manner as humanly possible.

Within the role of retailer, The supplier is responsible for the fitness of goods, not the designer. It is not the designers responsibility to arrange returns, assess faulty stock or inspect other tradesmen work or its effectiveness.

As project manager, Louisa Jane interiors role is to coordinate and to facilitate the project. The designers accept no responsibility for the work carried out by tradesmen, third parties or specialist services. It is not

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# ANE INTERIORS.

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within our scope of work to bargain or negotiate fees with trades over their prices or amend their quotes. Louisa Jane interiors values and trusts the trades that have been personally selected and the rates are routinely checked to ensure they are competitively priced.

## PHOTOGRAPHY AND CONFIDENTIALITY

Louisa Jane Interiors requests permission to take and publish photographs of the project. Access would be requested for these purposes.

The designer shall not disclose to any other person any confidential information unless disclosure is required by law or because of disputes arising.

The clients personal belongings, and their property will be respected at all times and privacy maintained.

#### **PROCUREMENT**

Any retail items procured, the designer will obtain trade discounts that will be used to cover the time spent sourcing and procuring the items.

Where no discounts are available 10% of the product total will be charged for the time taken procuring these items.

Items delivered will also incur charges if the the designer is instructed to facilitate such deliveries.

Louisa Jane interiors accepts no responsibility for faulty goods, deliveries, time scales or return of goods, but may arrange on the clients behalf with fees attached for the time taken to complete these tasks.

#### **FEES AND INVOICES**

A design fee will charged for each space that is redesigned. This fee is between £750 - £3000 depending on the scope of work and scale of the design. Should the client request material changes, timetabling or design alterations after the initial design outline then a time based fee adjustment will be made.



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Project management is chargeable at 20% of the overall cost of the project. If the project alters or the scope is either increased or decreased this sum will be adjusted accordingly.

A 50-75% Deposit will be required before work commences to cover the materials and labour.

**SCOPE OF WORK** 

While reasonable consideration is given to time and budget neither of which are completely within our control and therefore an element of flexibility may be required.

**TENDER FEES** 

Where the designer is instructed by the client to invite a tender for work or services in connection with the project but no tender is made or accepted, the designer is entitled to claim for this time.

Expenses, as time reasonably spent, travel and performance of services will be a time based fee.

**LEGALITIES** 

Where a party wall agreement, building regulations, planning permission, Fire regulations or health and safety considerations need to be made; Louisa Jane Interiors does not warrant that planning permission or other approvals from third parties be grated or obtained within a given time frame.

**EXPENSENSES** 

If the scope of work is expanded during the project, the designers fees can be calculated at an hourly rate. The designer will maintain records on time spent on services performed on a time basis fo the purposes of verifying charges. The designer shall make such records available to the client on reasonable request.

**HOME STAGING** 

Home staging is the act of preparing your home for sale with a special emphasis on appearance and presentation. The goal of staging a home is to attract a buyer more quickly and for the highest possible price.





#### **AGRREEMENT**

Louisa Jane interiors accepts no responsibility for the actual sale of the property, or any advice on market values.

## DESIGNS & FLOOR PLANS

Louisa Jane Interiors reserves the right to retain designs & floor plans, including from third party designers, ie kitchen Companies until an agreement has been made to purchase those designs and commit to the kitchen/bathroom company in service to you.

# WASTE & SUSTAINABILITY

Any drawings or plans supplied should not be scaled and only intended as an impression. For structural alterations an architect and structural engineer will be required.

Louisa Jane interiors takes no responsibility for rubbish left or that which is created by third parties, tradesmen or delivery of goods.

## SUSPENSION & TERMINATION

As a good will gesture where feasibly possible cardboard from deliveries will be recycled on the clients behalf.

Recommendations for the donation or sale of second hand goods is always advisable to limit waste and our impact on the environment.

#### **APPLICABLE LAW**

Either the client or the designer can, upon giving ten days notice, suspend any or all of the services.

The client or the designer can terminate the contract without reason, but must give reasonable notice.

This Agreement shall be governed by the laws of the United Kingdom.

#### **INSURANCE**

The Client confirms they have adequate insurance to cover the Inventory during the Term.

Louisa Jane interiors confirms that public liability insurance is in place fo the term of this agreement.