

**TERMS AND CONDITIONS FOR LOUISE JACKSON INTERIOR
DESIGN LTD.**

1.0 Formation of Contract

1.1 These Terms and Conditions together with the estimate of works ("Estimate") provided by Louise Jackson Interior Design Ltd which describe the services set out the entire agreement between Louise Jackson Interior Design Ltd a company registered in England and Wales with company number 8781141 and registered to charge VAT @ 20% on all goods and services. VAT Number: 221 4075 52 ("Louise Jackson Interior Design Ltd") and you (the "Client") and will apply once an appointment has been made to provide Louise Jackson Interior Design Ltd services (the "Services").

1.2 Before procuring the Services you should read these terms and conditions carefully. You are advised not to use the services of Louise Jackson Interior Design Ltd if you do not agree to the terms stated.

2.0 Louise Jackson Interior Design Ltd Obligations

2.1 Louise Jackson Interior Design Ltd will endeavour to advise the client of the predicted timescales of works as soon as is possible after the quotes have been produced. All such dates shall be approximate only and Louise Jackson Interior Design Ltd cannot be held responsible for any delay in completion.

2.2 Louise Jackson Interior Design Ltd is responsible for organising third party companies, firms or individuals ("Third Party Suppliers") to undertake certain work for the Client, such as decorating, building work, carpet fitting, curtain and blind manufacture and fitting and such other work as confirmed by Louise Jackson Interior Design Ltd.

2.3 In some cases, goods and materials are supplied by Louise Jackson Interior Design Ltd directly to the Client and Louise Jackson Interior Design Ltd hereby warrants that such goods and materials shall be of satisfactory quality and fit for their intended purpose.

3.0 Client Obligations

3.1 The Client shall ensure that the property is accessible to employees of Louise Jackson Interior Design Ltd and any third party suppliers providing services throughout the duration of works.

3.2 The Client will also ensure that utilities such as electricity and water are available for use at the property throughout works and at no cost to Louise Jackson Interior Design Ltd.

3.3 In agreeing with these terms the Client acknowledges that they are fully aware of all work proceeding and confirm they are happy with all items discussed and quoted.

4.0 Delivery of Goods and Services.

4.1 Louise Jackson Interior Design Ltd will not be held liable for any over-run of works or delays by third party suppliers or tradespeople and sub-contractors.

4.2 We will contact the client one week prior to delivery of furniture and or goods or services and arrange a mutually convenient date for delivery or collection. Every effort will be made to ensure delivery is made on time however under no circumstances will refunds be given if the delays beyond our control is Incurred.

4.3 If the client decides to collect any ordered goods from Louise Jackson Interior Design Ltd it will be necessary to sign a collection note and therefore the client will be responsible for the goods from thereafter.

5.0 Third Party Suppliers

5.1 The Client will form a direct contractual relationship with Third Party Suppliers, and will be responsible for managing these relationships and any financial settlements direct with the Third Party Suppliers.

5.2 If so requested, Louise Jackson Interior Design Ltd may coordinate the services and financial settlements with Third Party Suppliers on their behalf, as part of the services undertaken, but the client will remain ultimately responsible for the contractual relationship with the Third Party Supplier.

5.3 Louise Jackson Interior Design Ltd is not responsible for forming any contractual relationship on behalf of the client.

6.0 Payment & Billing Terms

6.1 The charges for the Services are set out in the Estimate accompanying these terms and conditions or as amended or updated by Louise Jackson Interior Design Ltd and communicated to the Client.

6.2 Payments should be made by cash, debit or credit card, cheque with supporting guarantee card or bank transfer.

6.3 All cheques should be made payable to Louise Jackson Interior Design Ltd or as confirmed by Louise Jackson Interior Design Ltd.

6.4 A NON-REFUNDABLE deposit of **50%** to Louise Jackson Interior Design Ltd is required upon placement of order by the client, with the final **50%** to be paid upon delivery of goods or services (see 6.2 for payment methods)

6.5 Interest at the rate of **5%** per month shall be payable on all accounts not settled by their due date.

6.6 The interest will be added monthly thereafter from the due date until settlement is received.

6.7 Should Louise Jackson Interior Design Ltd have to instruct a debt recovery agency, or instigate legal proceedings, the Client will be liable for any costs so incurred.

6.8 Louise Jackson Interior Design Ltd will inform the client of any likely third party suppliers price increase on all orders prior to agreement of contract.

7.0 Cancellation and Termination Policy

7.1 The Client has the right to cancel this contract (the "Contract") at any time up to the end of seven working days after the day on which the Contract is concluded, subject to the following provisions. A working day is any day other than weekends and bank or other public holidays.

7.2 The Client does not have the right to cancel the Contract if the supply of the Services begins with the Client's agreement before the end of the seven working day cancellation period.

7.3 To exercise the right of cancellation set out in clause 7.1, the Client must give written notice to Louise Jackson Interior Design Ltd by hand or post, or email, at Louise Jackson Interior Design Ltd' address, or email address as set out in clause 9.2 below.

7.4 Once the Client has notified Louise Jackson Interior Design Ltd that the Client is cancelling the Contract, Louise Jackson Interior Design Ltd will, within 30 days, refund the Client for the Services.

7.5 Following the 'seven day' period set out at clause 7.1, the client has a right to terminate the Contract at any time by giving notice in writing to Louise Jackson Interior Design Ltd. The Client will be liable to pay Louise Jackson Interior Design Ltd for the Services provided to the date of termination (including, but not limited to, Services already performed, goods and materials supplied or ordered on the Client's behalf, any services that may incur cancellation fees and any costs incurred by the Louise Jackson Interior Design Ltd Consultants).

7.6 A delay by either party in acting on a breach of this Contract will not be regarded as a waiver of the breach. If either party waives a breach of the Contract by the other, the waiver is limited to the particular breach.

7.7 Termination of the Contract will not affect either party's outstanding rights or duties, including Louise Jackson Interior Design Ltd right to recover any money owing to it under these terms and conditions.

8.0 Liability

8.1 Louise Jackson Interior Design Ltd shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by the Client which is or are incomplete, incorrect or inaccurate.

8.2 Louise Jackson Interior Design Ltd shall not be liable to the Client for any unforeseeable loss or damages arising from the provision (or non-provision) of the Services, including loss of profit or consequential loss or damage.

8.3 Neither Louise Jackson Interior Design Ltd, nor the client shall be liable for any failure to perform its duties under this Contract due to circumstances beyond its control, including without limitation flood, fire or other adverse weather conditions.

8.4 To enable Louise Jackson Interior Design Ltd to deal with any complaint that may arise relating to the Services, the Client must provide full details of any complaint within 7 days of the supply of the relevant Services.

8.5 Nothing in these terms and conditions affects any liability for death or personal injury caused by Louise Jackson Interior Design Ltd negligence or for fraudulent misrepresentation, or the Client's statutory rights as a consumer.

9.0 Data protection

9.1 Louise Jackson Interior Design Ltd will only use any personal information provided by the Client for the purpose of providing the Services, or for informing the Client of the availability of similar services, unless the Client agrees otherwise.

9.2 The Client can correct any information, or ask for information about the Client to be deleted, by giving written notice to Louise Jackson Interior Design Ltd at the following address: Louise Jackson Interior Design Ltd, 5 Brewery Yard, Sheep Street, Stow-on-the-Wold, Glos. GL54 1AA or by email: louise@jacksoninteriors.co.uk

10.0 Copyright

10.1 The copyright, design right and all other intellectual property rights in any materials and other documents or items prepared or produced for the Client by or on behalf of Louise Jackson Interior Design Ltd in connection with the Services shall belong to Louise Jackson Interior Design Ltd absolutely and any such materials, documents or items shall be or remain the sole property of Louise Jackson Interior Design Ltd.

10.2 Louise Jackson Interior Design Ltd shall be permitted to use photographs of the Client's property which demonstrate the Services provided by Louise Jackson Interior Design Ltd for its own marketing purposes.

10.3 The Client shall be entitled to use any such materials, documents or other items as are referred to in paragraph 10.1 in connection with the Services but shall not be entitled to copy any such items or use them for any commercial purpose.

11.0 General

11.1 Louise Jackson Interior Design Ltd may assign or sub-contract the Contract if this is necessary for operational reasons or in connection with a business transfer or reorganisation. Otherwise, the Contract is not transferable by either party.

11.2 Nothing in this Contract gives any right to any third party to enforce any provision under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

11.3 These terms and conditions and the Contract will be subject to English law, and the English courts will have jurisdiction in respect of any dispute arising from the Contract.

12.0 Data Protection

12.1 Louise Jackson Interior Design Ltd protects client's personal data. No information will ever be forwarded onto third parties, suppliers and subcontractors unless agreed with the client.

12.2 Any personal data provided by the client to Louise Jackson Interior Design Ltd will be stored securely with access only for staff members.

12.3 Data will never be visible to other clients of Louise Jackson Interior Design Ltd.

Acceptance of Terms and Conditions

NAME:.....

SIGNATURE:.....

DATE:.....