

## Your ID Interior Design Ltd

### Terms & Conditions

These Terms and Conditions apply to all Services provided by us, Your Id Interior Design, a company registered in England and Wales under number **13214571** whose registered address is at Suite 1, 7 Apex Court, Woodlands, Bradley Stoke, Bristol, BS32 4JT (referred to as "we/us/our").

#### 1. Definitions and Interpretation

1. In these Terms and Conditions, unless the context otherwise requires, the following terms have the following meanings:

**"Consumer"** is as defined in the Consumer Rights Act 2015;

**"Contract"** means the contract formed between you and us, as detailed in clause 2;

**"Client/You/Your"** means you, the Consumer, firm or corporate body purchasing the Services;

**"Products"**, where applicable, means the product to be provided by us to you as detailed in our Proposal;

**"Proposal"** means our estimate for providing the interior design Services and Products,

**"Services"** means the interior design services to be provided by us to you as detailed in our Proposal;

**"Third party contractors"** means third party companies, firms or individuals that undertake certain work for the Client, such as decorating, building work, carpet fitting, floor fitters, curtain and blind manufacture; and

**"Website"** means <https://www.your-id-interiordesign.co.uk/>

2. Each reference in these Terms and Conditions to:

1. "writing" and "written" includes emails;
2. "these Terms and Conditions" is a reference to these Terms and Conditions as may be amended or supplemented at the relevant time;
3. a clause is a reference to a clause of these Terms and Conditions; and
4. a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

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#### 2. How the Contract is Formed

1. These Terms and Conditions govern the sale of all Services and Products provided by us and will form the basis of the Contract between you and us.
2. Following our initial consultation, we will provide you with a Proposal for the Services or Products you have requested. This will be based on the brief given by you. All details of the project or any relevant information must be given to us fully and to the best of your knowledge. A legally binding Contract between you and us will be created when you

accept our Proposal. Before accepting our Proposal, please ensure that you have read these Terms and Conditions carefully. No terms or conditions issued or referred to by you in any form will in any way vary or add to these Terms and Conditions unless we agree otherwise in writing.

3. Any Proposal we may send is based on the information provided to us at the time we prepare it. If any errors or discrepancies become evident which affect our price, we reserve the right to make adjustments to it.

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### 3. Interior Design Services

1. We will ensure that our Services are provided with reasonable care and skill. Our Services, and any guidance we provide, will be from an interior design perspective only; you must gain specialist advice from architects, building control, structural engineers or other specialist contractors or trades where applicable.
  2. For our Digital Mood Boards, we will provide you with a selection of designs. We will accommodate a maximum of two revisions to your design. Any further alterations, any changes to the original brief, any changes required after you have approved the design works required or any additional visits required above the allowance included for in our Proposal will be chargeable at our hourly rate (£80 ph.).
  3. If you require any additional services after accepting our Proposal, we will provide you with a further Proposal, which must be accepted by you in writing before we will proceed.
  4. It is your responsibility to check all dimensions and measurements set out in any plans we provide, and it is the builder or contractor's responsibility to report any discrepancies to us prior to any construction or building work starting.
  5. If we are asked to provide lighting, heating, flooring or any other services, we will produce these as guidance only from a design point of view. It will be the relevant Third-Party Contractor's responsibility to ensure the work from the plans we have created is safe and practical.
  6. We may provide suggestions for products or other services to be provided as part of your project. You are under no obligation to accept these suggestions but if you decide to undertake the work yourself, you will need to ensure the relevant contractor is suitable for your needs. You will be responsible for making arrangements and paying the contractor directly and they will be liable to you directly for their actions or inactions.
  7. Any timescales we provide are for guidance only and are not of the essence of the Contract. All such dates shall be approximate only and Your ID Interior Design Ltd cannot be held responsible for any delays.
  8. We are responsible for organising third party companies, firms or individuals (Third Party Contractors) 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 Your ID Interior Design Ltd. We will not provide a warranty, guarantee, or certification of their part of the project and neither will we be responsible for the quality of their works, materials used, their performance, nor their duration of works. However, we shall organise and supervise them for conformity to our design concept.
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#### 4. Products

1. We may agree to coordinate the ordering of products for your design. We cannot be held responsible for arranging repairs, replacements, returns or freight claims for purchases you have made. We strive to select furniture and accessories and brands with good reputations; however, will not be held responsible for the quality of any furniture or accessory that we select or propose.
  2. We make all reasonable efforts to ensure that all descriptions and illustrations of Products we source correspond to the actual Products that you will receive. Please note, however, that there may be slight variations between the image of an item and the actual Product sold due to differences in computer displays and lighting conditions.
  3. It is the Client's responsibility to check all dimensions and measurements we provide to ensure the products are fit for purpose.
  4. It is the Client's responsibility to conduct the necessary access checks to ensure the furniture can be delivered successfully to the delivery address provided.
  5. Once products have been purchased, most items bought cannot be returned. Customised, bespoke and made to order products cannot be returned under any circumstances. If returns are possible, the Client is responsible for orchestrating the return and will pay for any costs that may be incurred (eg. shipping, packaging).
  6. We will contact the client one week prior to delivery of furniture and or goods 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.
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#### 5. Product and Payment

1. Unless stated otherwise, our standard payment terms for projects are as follows:
    1. For all products we source on the Client's behalf, we require full payment upfront
    2. For all trade services we require 50% upfront, and 50% upon completion
  2. We reserve the right to issue additional progress invoices and the final invoice at any time, if the Services are delayed through no fault of our own. We also reserve the right to request 100% of the quoted fee up front at our sole discretion.
  3. Unless otherwise agreed, our hourly rate is £80.
  4. All invoices are payable immediately or within 7 calendar days from the date of invoice, without set-off, withholding or deduction.
  5. If you do not make payment to us by the due date, we will stop providing our Services and will charge you interest on the overdue sum at the rate of 4% per annum above the Bank of England base lending rate from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, both before or after judgment. This will not apply if you have promptly contacted us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.
  6. Should the works be delayed or postponed for a period of 6 months or more in any one stage, through no fault of our own, we reserve the right to review and amend our fees and will notify you of this.
  7. Should we have to instruct a debt recovery agency, or instigate legal proceedings, the Client will be liable for any costs so incurred.
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## 6. Cancellation and Termination Policy

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.

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. If products have been ordered within the 7 day cooling off period, they are non-returnable and will need to be paid for in full.

3 To exercise the right of cancellation the Client must give written notice to us by hand or post, or email.

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## 7. Our Liability

1. We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
2. If you are not a Consumer, we will not be responsible to you for any loss of profit, loss of business, interruption to business, loss of any business opportunity or for any other indirect or consequential loss. In the event of a breach by us of our express obligations under these Terms and Conditions, your remedies will be limited to damages, which in any event, will not exceed the fees paid by you for the Services.
3. We will use our own exclusive judgement when deciding upon artistic factors required for the provision of the Services. To the extent permissible by law, we will not accept liability, and no refunds will be offered, in the unlikely event that you are dissatisfied due to a matter of personal taste.
4. We include for Public Liability and Professional Indemnity Insurance. Details are available on request.
5. We may provide referrals or recommendations to other companies. However, the decision regarding their suitability rests with you and we accept no liability for their actions or lack of actions.
6. We cannot be held responsible for issues or defects in our Services where we have relied on information provided by you or other companies instructed by you.

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## 8. Client's Insurance Cover

The Client must have insurance coverage for all interior design products and services and all other materials during handling, moving, installations. The cover must also include for the interior designer. The client must not allow work to commence without sufficient insurance.

## 9. Intellectual Property Rights

1. We own (and retain) all intellectual property rights subsisting in any and all designs we create.
  2. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of our intellectual property rights.
  3. We will issue designs in our standard, non-editable format only. If you require CAD or other information which could be manipulated by others, please inform us in advance. We will only issue these at our sole discretion and subject to the acceptance of our Professional Indemnity insurers and this will be chargeable (typically at the remaining fee for the total project phase).
  4. You warrant that any document given to us will not cause us to infringe the intellectual property or other legal rights of any third party.
  5. We reserve the right to use any design created by us and take photographs of the property for our own promotional purposes. Please advise us when accepting our Proposal if you do not agree to this.
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## 10. Events Outside of Our Control (Force Majeure)

We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism or war, governmental action, epidemic or other natural disaster, or any other event that is beyond our control.

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## 11. Data Protection

- 1 We protect client's personal data. No information will ever be forwarded onto third parties, suppliers and subcontractors unless agreed with the client.
- 2 Any personal data provided by the client us will be stored securely with access only for staff members.
- 3 Data will never be visible to other clients of Your ID Interior Design Ltd.

## 12. Complaints and Feedback

1. We always welcome feedback from our clients and, whilst we always use all reasonable endeavours to ensure that your experience as a client of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint.
  2. If you wish to complain about any aspect of your dealings with us, please contact us in writing in the first instance within 7 days. We will respond to your complaint within 7 days.
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