

Fine Line Design

TERMS & CONDITIONS

1.0 Formation of Contract

1.1 These Terms and Conditions together with the estimate of works (“Estimate”) provided by Fine Line Design which describe the services set out the entire agreement between Fine Line Design and you (the “Client”) and will apply once an appointment has been made to provide Fine Line Design services (the “Services”).

1.2 Before procuring the Services you should read these terms and conditions carefully. If you do not agree with them, do not use the Services.

2.0 Fine Line Design Obligations

2.1 Fine Line Design will endeavor 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 approximates only and Fine Line Design cannot be held responsible for any delay in completion.

2.2 Fine Line Design is responsible for organizing 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 Fine Line Design.

2.3 In some cases, goods and materials are supplied by Fine Line Design directly to the Client and Fine Line Design 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 Fine Line Design 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 Fine Line Design.

4.0 Purchasing & Rental of Product

4.1 From time to time, Fine Line Design may need to purchase products for the Client in addition to the scope of works already proposed. In such cases, full payment of the agreed purchase price is required from the Client prior to purchasing the agreed products.

4.2 In cases where furniture or accessories have been rented, it remains the Client’s responsibility to insure the furniture and accessories against all risks, damage or loss.

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, Fine Line Design 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 Fine Line Design 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 Fine Line Design and communicated to the Client.

6.2 Payments should be made by cash, check or credit card.

6.3 All checks should be made payable to Fine Line Design or as confirmed by Fine Line Design.

6.4 All payments to Fine Line Design are due immediately upon presentation of invoice, except where the invoice is sent via the mail where payments shall be payable within 5 working days from the date of invoice.

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

6.6 A late fee will be added monthly thereafter from the due date until settlement is received.

6.7 Should Fine Line Design have to instruct a debt recovery agency, or instigate legal proceedings, the Client will be liable for any costs so incurred including Fine Line Design's legal representation.

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 Fine Line Design by hand, US mail, or email, at Fine Line Design's address, or email address as set out in clause 9.2 below.

7.4 Once the Client has notified Fine Line Design that the Client is cancelling the Contract, Fine Line Design 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 Fine Line Design. The Client will be liable to pay Fine Line Design 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 travel or accommodation costs incurred by the Fine Line Design 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 the Fine Line Design's right to recover any money owing to it under these terms and conditions.

8.0 Liability

8.1 Fine Line Design 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 Fine Line Design 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 Fine Line Design, 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 Fine Line Design 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 Fine Line Design's negligence or for fraudulent misrepresentation, or the Client's statutory rights as a consumer.

9.0 Data protection

9.1 Fine Line Design 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 Fine Line Design.

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 Fine Line Design in connection with the Services shall belong to Fine Line Design absolutely and any such materials, documents or items shall be or remain the sole property of Fine Line Design.

10.2 Fine Line Design shall be permitted to use photographs of the Client's property which demonstrate the Services provided by Fine Line Design for its own marketing purposes unless client requests in writing not to show their property.

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 Fine Line Design may assign or sub-contract the Contract if this is necessary for operational reasons or in connection with a business transfer or reorganization. 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 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.

ACCEPTANCE OF TERMS

Client Name (please print): _____ Date: _____

Signature: _____

Fine Line Design Representative: _____ Date _____