

Suzanne Barnes Design Partnership Limited
Consumer Terms and Conditions

Terms and Conditions

Below are the terms and conditions on which SBDP provides interior design services (the “**Design Services**”). The exact Design Services that SBDP will provide to you will depend on what you and SBDP agree during the Initial Consultation (see clause 1).

Before you agree that SBDP will provide Design Services to you and/or carry out the Initial Consultation, please read the terms and conditions. If you have questions concerning them, please ask before entering into a contract with SBDP.

1 Initial Consultation

1.1 Initial Consultation

Before SBDP provide any Design Services, SBDP shall perform an initial consultation as to your requirements (the “**Initial Consultation**”). As part of the Initial Consultation, SBDP shall visit you in your home and/or at our offices, to hear from and discuss with you what Design Services you require, examine together with you some of or all of your home, and suggest to you possible solutions.

1.2 Charge

There is no charge for an Initial Consultation.

1.3 Fee Proposal

During the Initial Consultation, we shall discuss together what Design Services you would like SBDP to provide. If SBDP is willing to offer to perform the Design Services that you require, SBDP shall then provide to you a written Fee Proposal of SBDP’s fee for carrying out those Design Services (the “**Fee Proposal**”). The Fee Proposal will be valid for three months from its date.

2 Performance of the Design Services

2.1 Your acceptance of the Fee Proposal

If you wish SBDP to perform the Design Services, you must indicate your acceptance of the Fee Proposal and these terms and conditions by signing and returning the form provided with the Fee Proposal.

2.2 Upon Acceptance of the Fee Proposal

When accepting the Fee Proposal (as identified at paragraph 2.1), in doing so, you agree to payment of all fees incurred by SBDP in the performance of its obligations in accordance with the Design Services due and payable regardless of whether you subsequently terminate the services of SBDP, including but not limited to any fees incurred and payable to any Third Parties engaged by SBDP on your behalf or for which you have engaged the services directly.

2.3 Design Services

Exactly what the Design Services will consist of will depend on your requirements, and will be clearly set out in the Fee Proposal. Normally, the Design Services will include some or all of the following:

- 2.3.1 SBDP shall draw up a Scheme for the redesign of the room(s) which are to be the subject of the Design Services (the “**Scheme**”) and send it to you. The Scheme will include suggestions as to such matters as any changes to the layout of the existing building, building works, colour scheme, finishes, fittings, curtains, furniture, etc. The Scheme may include alternative suggestions between which you may choose.
- 2.3.2 The Scheme will include an approximate budget for the carrying out of the Scheme (the “**Initial Budget**”). While the Initial Budget will be as precise as possible as regards the cost of materials, costings shown for work to be done will only be indicative at this stage, as an exact budget for the work cannot be drawn up until Contractors have been appointed. Furthermore, the cost of materials and furniture may increase in the time between SBDP drawing up the Scheme and the carrying out of the Scheme.
- 2.3.3 Once you have had time to consider the Scheme, you and SBDP will meet in your home by arrangement to discuss it. At that meeting, SBDP will show you samples of the colours, wallpaper, materials etc that SBDP have suggested. Where there are alternative suggestions in the Scheme, SBDP shall help you to reach a decision. If you want changes made to the Scheme, SBDP shall note these so that SBDP can produce a revised Scheme. If you require further suggestions as to colours or materials, SBDP shall note your requirements and endeavour to find samples that meet them.
- 2.3.4 SBDP shall incorporate your decisions and requested changes into a revised Scheme, which SBDP shall send to you. If you have asked SBDP to make major changes, or to provide further samples of colours or materials, we may have one or more further meetings to discuss these. Once you have reached a decision about all outstanding matters, SBDP shall ask you to sign two copies of the final Scheme to indicate your acceptance of it.
- 2.3.5 If you so wish, we shall recommend suppliers of the materials and furniture needed to carry out the Scheme (“**Suppliers**”). Where possible, the Suppliers will be those whom SBDP have used previously. Depending on your requirements, however, SBDP may sometimes need to recommend Suppliers of whom SBDP have not had direct experience.
- 2.3.6 If the Scheme includes the manufacture of fixtures or furniture to a bespoke design, SBDP shall produce drawings from which the fixtures or furnishings can be made. If you so wish, SBDP shall recommend manufacturers who will be able to make the fixtures or furniture required (“**Manufacturers**”). Where possible, the Manufacturers will be those whom SBDP have used previously and will be members of an appropriate professional body. Depending on your requirements, however, SBDP may sometimes need to recommend Manufacturers of whom SBDP have not had direct experience.
- 2.3.7 If you so wish, SBDP shall recommend contractors who will be able to carry out the redesign work set out in the Scheme in your home (“**Contractors**”). Where possible, the Contractors will be those whom SBDP have used previously and will be members of an appropriate professional body. Depending on Contractors’ availability, however, SBDP may sometimes need to recommend Contractors of whom SBDP have not had direct experience.

2.3.8 If you so wish, SBDP shall arrange, on your behalf, for any or all of the following to be done:

- (a) the purchase of all materials needed from Suppliers;
- (b) the manufacture of all bespoke fixtures and furniture from Manufacturers; and
- (c) the carrying out of the work needed in your home by Contractors.

2.3.9 If you wish SBDP to undertake the work set out in clause 2.3.8, SBDP shall:

- (a) obtain Fee Proposals from the Suppliers, Manufacturers and/or Contractors (as appropriate) for the work and materials needed to carry out the Scheme;
- (b) discuss the Fee Proposals with you and obtain your agreement as to which Suppliers, Manufacturers and/or Contractors should be used;
- (c) in consultation with you and the Suppliers, Manufacturers and/or Contractors selected, draw up a final budget (the "**Budget**") and timetable together with detailed particulars of the work to be done (together, the "**Specification**"). We shall ask you to sign two copies of the Specification to indicate your approval;
- (d) commission the work and materials needed from the Suppliers, Manufacturers and/or Contractors appointed;
- (e) arrange for any necessary permissions, consents and certifications to be obtained from the statutory authorities;
- (f) liaise with the Suppliers and Manufacturers appointed with the aim of ensuring that the materials, fixtures and furnishings set out in the Scheme are supplied and manufactured according to the Specification;
- (g) supervise the Contractors carrying out the work set out in the Scheme with the aim of ensuring that it is carried out according to the Specification. The level of supervision which SBDP shall give (eg daily or weekly visits) will be as agreed between you and SBDP and set out in the Specification;
- (h) liaise between you and the Contractors if any circumstances arise during the carrying out of the work that will require the Specification to be modified (including any increase in the Budget or extension of the timetable), and ensure that your written agreement is obtained to any modifications to the Specification needed;
- (i) arrange for all invoices from Suppliers, Manufacturers and Contractors to be sent to you for payment; and
- (j) be available to you for six months after completion of the work to arrange for any snags in the work carried out or goods supplied to be rectified by the appropriate Suppliers, Manufacturers and/or Contractors.

2.4 Exclusions

Although SBDP will commission external professional services in order to fulfil the requirements of the Scheme we will not accept liability arising from the following:-

2.4.1 Architect services

2.4.2 Structural engineer

2.4.3 Building Surveyors

2.4.4 Plumbing

2.4.5 Electricians

2.4.6 any other excluded services that SBDP specify to you in the Scheme or Specification.

3 Fee and payment

3.1 Fee

The fee payable by you to SBDP will be as set out in the Fee Proposal, unless one or both of the following circumstances applies:

3.1.1 you request, and SBDP agree to provide, Design Services additional to those which the Fee Proposal covers; and/or

3.1.2 whilst the Fee Proposal is based on SBDP's best assessment of the time it will take SBDP to perform the Design Services requested, charged at SBDP's hourly rates, if SBDP find that it takes more hours than SBDP estimated to complete the Design Services, these extra hours will be charged additionally, but SBDP will not work these hours or charge for them without your prior written agreement.

3.2 Payment

SBDP accept payment in cash or by BACS. All costs are exclusive of VAT. Payment will be by you to SBDP in instalments during the performance of the Design Services, as set out in the Fee Proposal. SBDP will send you a receipt for each payment made by email.

4 Your responsibilities

You agree that you will:

4.1 enable SBDP, by arrangement between you and SBDP, to visit and view the premises for which the Design Services are sought (the "**Premises**") during the Initial Consultation and as subsequently necessary for the performance of the Design Services;

4.2 ensure that the Premises are safe and that SBDP and any Suppliers, Manufacturers and Contractors have unimpeded access to them at the times arranged between you and SBDP;

4.3 clear the Premises of all personal belongings, which should be kept safe elsewhere. SBDP shall have no responsibility for damage to any personal belongings not moved or adequately protected;

4.4 ensure that SBDP and any Suppliers, Manufacturers and Contractors have access, without charge by you, to any facilities needed to perform the Design Services and work arising from them (such as electricity, water, gas, sewerage, use of lavatory, etc; the exact facilities needed to be set out in the Specification);

4.5 make all payments due to all Suppliers, Manufacturers and Contractors (together, "**Third Parties**") according to the terms of payment of the Third Party in question; and

4.6 be available either in person or by telephone at reasonable times to answer any queries that may arise during the carrying out of any work arranged or supervised by SBDP.

- 4.7 Ensure prior to the commencement of any and/or all Design Services that all necessary permissions including but not limited to the followings has been obtained: -
- 4.7.1 Planning, including any listed building permission.
 - 4.7.2 Building Regulation Approval
 - 4.7.3 Structural Engineer approval
 - 4.7.4 Any landlord consent.
 - 4.7.5 Insurers consent including but not limited to building and/or content insurance.
- 4.8 ensure that there is no prohibition relating to the Design Services in relation to the building or any structure associated with the provision of the Design Services.

5 Confidentiality

SBDP shall treat all personal and business information supplied by you as confidential. SBDP shall not disclose such information to any third party without your prior permission, except where required by law or where action might be necessary to protect you or someone else. SBDP may ask your permission to use photographs of completed design work in SBDP's publicity material, but SBDP shall not make any such use without your permission. SBDP shall treat all personal data in accordance with the requirements of the Data Protection Act 2018. SBDP shall only use your personal data, when instructing and appointing Third Parties to carry out their obligations in performance of the Design Services.

6 Intellectual Property

The copyright, database right and all other intellectual property rights in all Schemes and artwork drawn up by SBDP as part of the Design Services shall belong to you.

7 Professional membership

We are a member of The Society of British & International Interior Design and we shall comply with their code of conduct.

8 Warranty and acknowledgments

8.1 SBDP's aim is to provide the Design Services:

- 8.1.1 using reasonable care and skill; and
- 8.1.2 in compliance with the commonly accepted practices and standards of interior design consultancy practice.

While SBDP's hope is that the outcome of the Design Services will give you pleasure for many years to come, SBDP cannot guarantee this, among other reasons because of the factors mentioned in the remainder of this clause 8.

8.2 If you require SBDP to produce a Scheme only, and not perform any further Design Services, SBDP shall have no liability for any dissatisfaction you may experience because of the way in which the Scheme is implemented.

8.3 You acknowledge that:

- 8.3.1 all decisions as to the selection of materials, finishes and choice of Third Parties are yours, even if they are recommended by SBDP; and
- 8.3.2 the actual materials and finishes used may differ from any samples provided to the extent generally accepted in the trade in question.
- 8.3.3 it may be necessary to modify the Specification as work proceeds to address circumstances that could not have been foreseen when the Specification was drawn up. Any such modifications to the Specification will be agreed by you and SBDP in writing. In particular, you acknowledge that it may be necessary to increase the Budget or extend the timetable for the work, or to use other materials of equivalent quality to those set out in the Specification;
- 8.3.4 even if SBDP agrees to liaise with and/or supervise Third Parties, your contract for the supply of goods and/or services is with each such Third Party and not with SBDP. While SBDP is willing to assist you in dealing with any problems that may arise, as set out in this agreement, if any problems cannot be resolved, you should seek redress from the Third Party in question and not from SBDP. In no circumstances will it be SBDP responsibility to make any payment to any Third Party on your behalf; and
- 8.3.5 you are bound by the terms and conditions of each contract made between you and each Third Party. In particular, you acknowledge that it is normally a term of such contracts that title to any materials or goods delivered does not pass to the customer until payment has been received in full, and that work in progress may be halted if any payment is not received when it is due;
- 8.3.6 if you wish to terminate the Design Services before they are completed, or if they are terminated before they are completed because of a default on your part (for example, your failure to pay a bill from a Third Party), you will be liable to pay SBDP full fee as set out in the Fee Proposal; and
- 8.3.7 if any or all contracts between you and any Third Party are terminated early, you may be liable to pay their fees in full, according to the terms and conditions of each contract between you and them. The resolution of any dispute arising from such early termination will be a matter between you and them, to be resolved according to such terms and conditions.

9 Liability

9.1 Exclusion of liability

If you request, and SBDP agrees, that as part of the Design Services SBDP shall recommend, liaise with and/or supervise Third Parties, SBDP shall have no liability for any deficiencies in any goods supplied or work done or damage caused by any Third Party, unless those deficiencies or that damage are directly caused by SBDP's negligence.

9.2 Limitation of liability

SBDP liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to SBDP's fee for the Design Services, having regard to such factors as whether the damage was due to a negligent act or omission by SBDP. SBDP shall have no liability for any consequential or indirect loss suffered by you, such as

accommodation costs, loss of earnings, loss of time, storage of furniture or any other expenses caused by delay to any work supervised by SBDP. SBDP's liability for death or personal injury is also subject to the limitations set out in clause 9.3.

9.3 Limitation and exclusion of liability for personal injury and death

SBDP will compensate you for any loss or damage you may suffer if SBDP fails to carry out duties imposed on SBDP by law (including if SBDP cause death or personal injury to you by SBDP negligence), unless that failure is attributable to:

9.3.1 your own fault;

9.3.2 any third party;

9.3.3 events which SBDP could not have foreseen or forestalled even if SBDP had taken all reasonable care.

9.4 Our losses caused by you

You agree that you will be responsible for all costs and disbursements awarded against SBDP for any and all loss or damage SBDP suffers (including any legal fees or costs), as a result of any negligence or breach of this agreement by you.

10 Contacting each other

If you wish to send SBDP any notice or letter then you should send it to 23 Ludgate Hill, Birmingham B3 1DX. If SBDP wish to send you a letter or notice, SBDP shall use the address you have given SBDP in the Initial Consultation.

11 Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

12 Disputes

If you are unhappy with the Design Services SBDP provides, SBDP hopes you will discuss any problems or issues with SBDP first. In addition, or alternatively, you may wish to contact The Society of British & International Inter Design as they offer a mediation service which can help resolve disputes. If you wish, you may, at any time, take court proceedings, but you must do so within the courts of England and Wales. This agreement is governed and construed by English law.