

Vicky Nice Interiors - Terms and Conditions

These Terms and Conditions are intended to be common sense and are documented to protect the interests of both the Designer and Client whilst working together on the Project.

Trust and Co-operation

The Client and Designer shall work together in a spirit of mutual trust and co-operation. Either party shall advise the other upon becoming aware of:

- 1) any variation to agreed services, timetable or fees
- 2) any incompatibility between the Client's brief or instructions, budget and timetable
- 3) any additional information or decisions required from the Client
- 4) a need to consult other professionals to carry out the works or provide specialist advice

The parties shall agree together how to deal with any matters arising.

Information, decisions and approvals

- 1) The Client accepts that the Designer will rely on the accuracy, sufficiency and consistency of the information supplied by the Client.
- 2) The Client, when requested by the Designer, shall give decisions and approvals as necessary for the proper and timely performance of the Services.
- 3) The Client shall advise the Designer of the relative priorities of the brief, budget and timetable.
- 4) The Client shall have authority to issue instructions to the Designer, subject to the Designer's right of reasonable objection.

Duty of Care

- 1) The Designer shall exercise reasonable skill and care in fulfilling their role and shall act with integrity on behalf of the Client.
- 2) The Designer shall keep the Client informed of progress and any issues that may affect the timetable, quality or budget of the Project.
- 3) The Designer shall not make or cause to be made any material alteration or addition to or omission from the Services as agreed in the Design Analysis without the knowledge and consent of the Client unless in an emergency and will inform the Client if this is the case in writing without delay.
- 4) If the Client takes delivery of items of Furniture, Fittings and Equipment (F,F&E) they must check them and detail any damage or faults in writing to the Designer within 7 days of delivery.

Limitation of warranty

The Designer does not warrant:

- 1) that the Services will be completed in accordance with the timetable or the budget
- 2) that planning permission and other approvals from third parties will be granted
- 3) the solvency or competence of any other person whether or not such appointment was made on the advice of the Designer
- 4) that estimates for supply of F,F&E or for Building Works are binding until firm orders are placed and deposits paid

Other Contractors

- 1) Any other consultants or contractors brought in to work on the Project should be contracted to and paid by the Client and they are ultimately working for the Client, not for the Designer, even if they come recommended by the Designer.
- 2) If the Designer is working on the implementation stage of the Project in a Co-ordination role, they should be kept informed of progress by the Client, especially any issues or concerns.
- 3) The Client and Designer must agree, based on the nature of the project and the level of the Designer's involvement, by whom consultants, builders etc should be briefed and to whom they should report. If the Client issues instructions to contractors directly, the Client shall not hold the Designer responsible for the outcome.
- 4) Any contractors employed shall be expected to co-operate with the Designer and provide all drawings and information reasonably needed for the proper and timely performance of the Services.
- 5) Contractors are responsible for their own insurance, health and safety and operational methods on site.

Fees and Payments

- 1) Fees and other payments during the Design stage of the Project shall be calculated, charged and paid as set out in the Schedule of Fees and Expenses.
- 2) Where considerably more work is required than agreed in the Design Analysis, a Schedule of Variations will be drawn up and fees will be charged at an agreed hourly/daily rate.
- 3) Expenses shall be invoiced monthly and receipts provided wherever possible.
- 4) Invoices are payable within 7 days of receipt.
- 5) The method of calculating fees for the Implementation stage of the Project will be agreed between the Designer and Client before work gets underway and orders are placed. (They will be calculated either on an hourly rate or as a percentage of Project cost.)
- 6) The cost of any items of F,F&E procured by the Designer on the Client's behalf must be transferred in full to the Designer prior to orders being placed.
- 7) Where for any reason the Designer provides only part of the Services specified in the Design Analysis, fees shall be calculated according to the Designer's estimate of the percentage of completion.
- 8) Late payment – any sums due and remaining unpaid after 7 days of receipt of invoice shall bear interest of 5% over Bank of England Base Rate.
- 9) No VAT is payable as the Designer is not VAT registered.

Completion of Services

The Services are deemed to be complete when the Designer and Client agree the Project is complete and the final invoice has been submitted.

Insurance

The Designer has Public Liability and Professional Indemnity Insurance policies.

Determination

The Client or the Designer may, by giving reasonable notice in writing to the other, determine the Agreement. Either party can determine the Agreement with immediate effect upon the insolvency, incapacity or bankruptcy of the other. The Client will be liable to pay the Designer for the services provided to the date of termination.