

+44(O) 1273 499200

www.pfeifferdesign.co.uk

info@pfeifferdesign.co.uk

Pfeiffer Design Ltd

Chapel Barn, Lewes Road

Piddinghoe, East Sussex BN9 9AL

PFEIFFER DESIGN LTD TERMS AND CONDITIONS OF BUSINESS

Formation of Contract

1. Introduction

This Terms and Conditions of Business Policy (the "Policy") together with the provided Fee Proposal and/or Estimate of Works (the "Accompanying Documentation") provided by Pfeiffer Design Ltd outlines the guidelines and expectations and sets out the entire agreement between Pfeiffer Design Ltd (the "Company") and you (the "Client"). This Policy will apply once appointment has been made to provide the Client with the aforementioned Pfeiffer Design Ltd services (the "Services"). By engaging the services of the Company, the Client agrees to comply with the terms and conditions set forth in this Policy.

Before procuring the Services, you should read these terms and conditions carefully.

2. Scope of Services

- a. The Company will provide interior design services only. Pfeiffer Design Ltd is not a general building contractor and will not act in such capacity. Any issues concerning construction elements must be discussed and agreed between the Client and their contractor.
- b. The specific details, scope, and deliverables of the services will be outlined in the Accompanying Documentation.
- c. Pfeiffer Design Ltd will endeavour to advise the Client of the predicted timescale of works as soon as possible after quotes have been produced. The Company will make every effort to meet agreed-upon project timelines. However, all such dates are approximate only, and Pfeiffer Design Ltd cannot be held responsible for any delay in completion. The Company will communicate any significant changes or delays to the client in a timely manner.
- d. Times and dates quoted for delivery of goods or materials, or completion of any work are to be treated as approximate estimates based on current trading conditions and availability of supply and Pfeiffer Design Ltd shall not be held responsible for delays outside of our control.
- e. The Client acknowledges that Pfeiffer Design Ltd shall not be liable for any direct or indirect damages, losses, or expenses incurred by the Client or any third party due to delays in project completion. The Client agrees to release Pfeiffer Design Ltd from any claims or liabilities related to project delays beyond the Company's reasonable control.
- f. Pfeiffer Design Ltd acknowledges that due to the subjective nature of the interior design business, it cannot guarantee that the Client will always like the recommendations provided. Interior design is a creative process, and personal preferences may vary. Unfortunately, Pfeiffer Design Ltd cannot provide any refunds in this case. However, we encourage the Client to contact Pfeiffer Design Ltd to discuss this further over the phone. In special cases, Pfeiffer Design Ltd may be able to make further recommendations via phone/email to address specific concerns.
- g. Pfeiffer Design Ltd may assign or sub-contract the Contract if this is necessary for operational reasons or in connection with a business transfer or re-organisation. Otherwise, the contract is not transferable by either party.

3. Client Responsibilities

- a. Clients must provide accurate and complete information necessary for the Company to perform its services effectively. This includes providing relevant project details, budgetary constraints, and any other information reasonably required by the Company.



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- b. Clients are responsible for obtaining any necessary permissions, approvals, permits, or licenses required for the project. The Company shall not be liable for any delays, penalties, or damages resulting from the client's failure to comply with applicable regulations.
- c. The Client will reasonably ensure that the property is accessible, for the purpose of providing the Services, to employees/freelance consultants of Pfeiffer Design Ltd and any third-party suppliers providing the Services throughout the duration of the Services. Such access will be provided at the sole discretion of the Client and shall not be unreasonably withheld.
- d. The Client must ensure that utilities such as electricity and water are available for use at the property throughout the Services and at no cost to Pfeiffer Design Ltd.

4. Third-Party Suppliers

4.1 Pfeiffer Design Ltd.'s Third Party Suppliers

- a. Pfeiffer Design Ltd is responsible for organising Third Party companies, firms, or individuals ("Third Party Suppliers") to undertake certain work on behalf of the Client, such as decorating, building work, carpet fitting, curtain and blind manufacture and fitting, and such other work as confirmed by Pfeiffer Design Ltd for the provision of the Services.
- b. Pfeiffer Design Ltd is responsible for sourcing and purchasing items on behalf of the Client from Third Party suppliers. This includes, but is not limited to, furniture, fixtures, fittings, and other decor elements as specified in the project scope.
- c. To maintain the integrity of our services and design, and to ensure seamless project management, Pfeiffer Design Ltd will not provide Clients with direct contact information for our Third Party suppliers. All communications and coordination with Third Party suppliers will be handled exclusively by Pfeiffer Design Ltd. Clients are encouraged to direct any inquiries or requests regarding Third Party suppliers to Pfeiffer Design Ltd, which will act as the intermediary to address all concerns and requirements.
- d. During the provision of our services, clients are strictly prohibited from directly engaging, hiring, or entering into any business relationships with our third-party suppliers introduced to them by Pfeiffer Design Ltd. This includes, but is not limited to, subcontractors, suppliers, manufacturers, vendors, and other service providers. Clients acknowledge that engaging these third-party suppliers independently may result in a breach of contract and may incur legal consequences.
- e. Any requests for direct engagement of our third-party suppliers must be communicated in writing and may only proceed with prior written consent from Pfeiffer Design Ltd.

4.2 Third Party Suppliers Hired by the Client

- a. If the Client hires third party suppliers to undertake works directly during the provision of our Services, it is the client's responsibility to form contractual relationships and manage these. Pfeiffer Design Ltd can provide coordination assistance, upon request, but the client remains solely responsible for establishing and maintaining the relationship with the third-party subcontractors. This includes negotiating terms, managing timelines, ensuring compliance, and resolving any disputes or issues that may arise with the subcontractors. Pfeiffer Design Ltd will not be held responsible for the actions or performance of third party suppliers engaged directly by the client.

5. Purchasing and Rental of Products

- a. If Pfeiffer Design Ltd purchases products on behalf of the Client, in addition to the fees outlined in the Accompanying Documentation, full payment of the agreed purchase price is required from the Client upfront, prior to purchase. These products remain the property of Pfeiffer Design Ltd until they are paid for in full.
- b. In cases where furniture or accessories are rented for sole use by the Client, it is solely the Client's responsibility to fully insure the furniture and accessories against risk, damage, or loss. Pfeiffer Design Ltd shall not be held liable for any damages, losses, or expenses related to the rented furniture or accessories.
- c. Where natural materials are to be used, such as wood, stone and textiles, clients should be aware that there may be variations in colour, texture and grain. In addition, changes in these characteristics may occur over time. Pfeiffer Design shall make reasonable efforts to inform clients about the potential for variations in natural materials as per the supplier's or manufacturer's terms. It is the responsibility of clients to fully research and understand the



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characteristics of the chosen materials prior to their specification and implementation. Pfeiffer Design accepts no liability for any changes, variations, or characteristics inherent in natural materials. In the event that clients request a refund or replacement for any products utilising natural materials, Pfeiffer Design will not be responsible for the costs associated with replacing these items. If the product has been delivered damaged, please see Damaged and Faulty Products section below.

- d. Any costs associated with importing items from outside the UK will be charged to the Client.
- e. All items specified by Pfeiffer Design Ltd must be procured by Pfeiffer Design Ltd.
- f. Any item purchased by Pfeiffer Design Ltd on behalf of the Client will be charged at the Recommended Retail Price (RRP).

6. Damaged and Faulty Products

- a. For both bespoke and off-the-peg products purchased on behalf of the Client, Clients must review all products delivered to them within 24 hours of receipt. Any damage or faults identified must be reported to the Company within this 24-hour period. The Client shall provide clear documentation of the identified fault, including photographs and a detailed description.
- b. The Company's responsibility to rectify or replace damaged or faulty products is limited to addressing genuine manufacturing faults. The Company shall not be liable if client dissatisfaction is solely based on personal preference, design choices, or changes of mind once the procurement process is in progress.
- c. Pfeiffer Design Ltd reserves the right to inspect and assess reported faults or damages before proceeding with rectification or replacement. The Client shall provide reasonable access to the premises to facilitate such inspections.
- d. Should the client opt to have products delivered directly to Pfeiffer Design, the Company will perform a thorough inspection of the products upon arrival on behalf of the client. Any damages or faults discovered during this inspection will be addressed, and the product will be returned or replaced as necessary.
- e. By opting for delivery to Pfeiffer Design and the Company's subsequent inspection, clients acknowledge and agree to waive their rights to return the product for damages or faults upon installation.

7. Payment and Billing Policy

- a. The client agrees to pay the Company for services rendered in accordance with the agreed-upon fee structure as outlined in the Accompanying Documentation.
- b. Receipt of funds by Pfeiffer Design constitutes an act of confirmation to the Accompanying Documentation and its contents. This payment confirmation serves as acknowledgment and acceptance of the terms outlined herein.
- c. The charges for the Services as set out in the Accompanying Documentation for each project are amended or updated from time to time, according to the needs of the Client and project, by Pfeiffer Design Ltd. Pfeiffer Design Ltd will communicate any changes to the charges or pricing structure to the Client in a timely manner.
- d. Payment can be made by bank transfer.
- e. All payments to Pfeiffer Design Ltd are due within 5 business days upon presentation of invoice, unless otherwise specified on the invoice to facilitate timely delivery of the Services.
- f. Interest at the rate of the Bank of England base rate plus 5% per month will be added to all accounts not settled by their due date.
- g. The interest will be added monthly thereafter from the due date until the settlement is received.
- h. Should Pfeiffer Design Ltd have to instruct a debt recovery agency, or instigate legal proceedings, the Client will be liable for all costs incurred.

8. Copyright and Intellectual Property



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- a. The Client acknowledges that 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, Pfeiffer Design Ltd in connection with the Services shall belong to Pfeiffer Design Ltd absolutely and any such materials, documents or items remain the sole property of Pfeiffer Design Ltd, unless otherwise agreed upon in writing.
- b. Pfeiffer Design Ltd reserves the right to take and use professional photographs of the Client's property which demonstrates the Services provided by Pfeiffer Design Ltd. Access shall be requested of the Client for these purposes and the Client shall make all reasonable efforts to facilitate this for the purpose of the photoshoot. With prior request, the Client can be provided the final images for review and the Company will make all reasonable efforts to ensure no personal effects or confidential materials are shown in the final images. Any speculation on the final images shall be expressed to Pfeiffer Design Ltd within 10 business days of receiving the imagery and Pfeiffer Design Ltd's use of the images shall not be unreasonably withheld.
- c. The client shall be entitled to receive all final copies and use (in a personal capacity) any such materials, documents or other items as are referred to above in connection with the Services but shall not be entitled to copy any such items or use them for any commercial purpose.
- d. In accessing the Pfeiffer Design Ltd website, the Client agrees that you will access the content solely for your personal, non-commercial use.

9. Confidentiality and Privacy

- a. Pfeiffer Design Ltd will only use 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.
- b. The client agrees to allow the Company to collect, store, and process personal data in accordance with applicable data protection laws and regulations.
- c. The Client can correct any information, or ask for information about the Client to be delayed, by giving written notice to Pfeiffer Design at the following address: Pfeiffer Design Ltd, Chapel Barn, Lewes Road, Piddinghoe, East Sussex, BN9 9AL, or by email info@pfeifferdesign.co.uk.
- d. Pfeiffer Design Ltd have taken every measure to prevent internet fraud and ensure data collection from you is stored as securely as possible. However, we cannot be liable in the event of a breach in our secure computer servers.

10. Responsibilities and Limitation of Liability

- a. The Company will exercise reasonable skill, care, and diligence in the performance of its services. However, the client acknowledges that the Company's liability is limited to the extent permitted by applicable laws.
- b. Pfeiffer Design Ltd is not liable for any loss, damage, costs, expenses or other claims for compensation arising from any information or instruction supplied by the Client which is or are incomplete, incorrect or inaccurate.
- c. Pfeiffer Design Ltd is not liable to the Client for any unforeseeable loss or damage arising from the provision (or non-provision) of the Services, including any indirect, consequential, or incidental damages or losses arising from the services provided.
- d. Neither Pfeiffer 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, but not limited to, flood, fire or otherwise adverse weather conditions.
- e. To enable Pfeiffer Design Ltd to deal with any complaints that may arise relating to the Services, the Client must provide full details of any complaints within 7 days of the supply of the relevant services.
- f. Nothing in these Terms and Conditions affects any liability for death or personal injury caused by Pfeiffer Design Ltd's negligence or for fraudulent misrepresentation, or the Client's statutory rights as a consumer.
- g. In the case of properties that have received Listed Building Status (whether Grade I or II, starred or not), Pfeiffer Design accepts no responsibility whatsoever for the research, planning and construction required in order to legally alter such dwellings. Listed Building Consent must be sought through the relevant local planning authority.



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Carrying out unauthorised works to a listed building is a criminal offence and owners can be prosecuted. Any work on a listed building is undertaken entirely at the Clients' own risk and expense.

- h. Pfeiffer Design accepts no responsibility whatsoever for ensuring that planning permission has been sought and/or granted. This responsibility lies solely with the client in all circumstances.
- i. Pfeiffer Design Ltd will not be held responsible for Client's belongings left at the premises of the Company or their suppliers for whatever reason. The Client is fully responsible for the insurance of their possessions under their own insurance policies, and should ensure that these provide sufficient cover.

11. Dispute Resolution

- a. In the event of any disputes arising from the engagement, the parties agree to engage in good faith negotiations to resolve the issue.
- b. If a resolution cannot be reached through negotiation, the parties may pursue mediation or other alternative dispute resolution methods as agreed upon.
- c. Any unresolved disputes shall be subject to the exclusive jurisdiction of the English courts.

12. Cancellations, Amendments and Termination Policy

- a. 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 entered into, subject to the following provisions. A working day is any day other than weekends and bank or other public holidays.
- b. The Client does not have the right to cancel the Contract if the supply of the Services has begun, with the Client's agreement to do so before the end of the seven working day cancellation period.
- c. This Policy may be amended or modified only with the written agreement of both parties.
- d. To exercise the right of cancellation as set out above, the Client must give written notice to Pfeiffer Design Ltd by hand or post at Pfeiffer Design Ltd address (Pfeiffer Design Ltd, Chapel Barn, Lewes Road, Piddinghoe, East Sussex, BN9 9AL) or email (info@pfeifferdesign.co.uk).
- e. Once the Client has notified Pfeiffer Design Ltd that the Client is cancelling the Contract, Pfeiffer Design Ltd will refund the Client for the Services within 30 days.
- f. Following the seven-day period set out above, the Client has the right to terminate the contract at any time giving notice in writing to Pfeiffer Design Ltd. The Client will be liable to pay Pfeiffer 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 travel incurred by Pfeiffer Design Ltd Consultants).
- g. Specialist and custom-made items cannot be cancelled once orders are placed and manufacturing has commenced. Payment for all such items must be made in advance. Standard "off the shelf" items might be subject to a cancellation charge from the manufacturer or supplier if cancelled. All items remain the property of Pfeiffer Design Ltd until paid for in full.
- h. 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.
- i. Termination of the Contract will not affect either party's outstanding rights or duties, including Pfeiffer Design Ltd's right to recover any money owing to it under these terms and conditions.

13. General

- a. 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.



b. 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.

14. Client Acknowledgement

I hereby confirm that I have read, understood, and agree to the above Terms and Conditions of business.

Name -----

Signed -----

Project -----

Date -----

15. Review and Approval

This Terms and Conditions of Business Policy will be reviewed annually to ensure its relevance and compliance with current business practices and legal requirements.

Review Date 1st July 2024

Reviewed By Eloise Pfeiffer

Title Business Manager

Signed