

TERMS AND CONDITIONS

These are the terms and conditions on which Decor Solutions supplies its services to you. Please read these terms and conditions carefully before you submit your order to us. These terms and conditions will govern the contract between you and us and, importantly, state how we will provide our services to you, outline your rights as a customer, confirm what to do if there is a problem and provide other important information. If at any time you have any questions or complaints then please contact us using the contact information provided overleaf. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us overleaf.

1. Interpretation

1.1 **Definitions.** In these terms and conditions, the following definitions apply:

Charges: the fees and other amounts set out overleaf and payable by the Customer for the supply of the Services in accordance with clause 6.

Commencement Date: has the meaning set out in clause 2.1.

Conditions: these terms and conditions as amended from time to time in accordance with clause 13.7.

Contract: the contract between the Decor Solutions and the Customer for the supply of Services in accordance with these Conditions.

Customer: you, being the person(s) who purchases Services from Decor Solutions and whose details are recorded overleaf.

Order: the Customer's signed order overleaf or the Customer's written acceptance of an estimate by Decor Solutions as the case may be.

Services: the decorating and refurbishment services supplied by Decor Solutions to the Customer as set out in the Specification.

Specification: the description or specification of the Services provided overleaf or provided in writing by Decor Solutions to the Customer.

1.2 **Construction.** In these Conditions, the following rules apply:

- (a) a reference to a party includes its personal representatives, successors or permitted assigns;
- (b) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (c) any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (d) a reference to **writing** or **written** includes faxes and emails.

2. Basis of contract

2.1 The Customer's Order constitutes an offer by the Customer to purchase the Services in accordance with these Conditions. The Customer's Order shall only be deemed to be accepted when Decor Solutions issues written acceptance of the Order at which point and on which date the Contract shall come into existence (the **Commencement Date**).

2.2 Decor Solutions shall inform the Customer in writing if it is unable to accept the Customer's Order. This may well be due to the limitations on resources at the time which Decor Solutions could not reasonably plan for.

2.3 Any samples, drawings, descriptive matter, colour charts or advertising issued by Decor Solutions are issued for the sole purpose of giving an approximate idea of the Services. They shall not form part of the Contract or have any contractual force.

2.4 Any estimate given by Decor Solutions shall not constitute an offer, and is only valid for a period of three months from its date of issue.

3. Supply of Services

3.1 Decor Solutions shall supply the Services to the Customer in accordance with the Specification in all material respects.

3.2 Decor Solutions warrants to the Customer that the Services shall be provided in a good and workmanlike manner using reasonable care and skill.

3.3 Decor Solutions shall use the materials and products stated in the Specification or where no specification has been provided good quality materials and products of a standard appropriate to the Services.

3.4 Decor Solutions shall use all reasonable endeavours to meet any dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.5 If the Customer wishes to make changes to the Services then the Customer should contact Decor Solutions and Decor Solutions shall inform the Customer whether the change is possible.

3.6 If Decor Solutions confirms a change to the Services is possible in accordance with clause 3.5, then the Customer shall be informed of the necessary adjustments to the Specification, Charges and estimated timings and the Customer shall confirm whether they wish to make such changes to the Services. If the Customer proceeds to make changes to the Services then the Specification and Charges shall be amended accordingly.

3.7 Decor Solutions shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Decor Solutions shall notify the Customer in any such event.

3.8 Decor Solution shall have the right to suspend the provision of Services to:

- (a) deal with technical problems or make technical changes;
- (b) update the Services to reflect changes in relevant laws and regulatory requirements; or
- (c) make changes to the Services as requested by the Customer under clause 3.6,

and shall contact the Customer in advance to warn of suspension unless such suspension is urgent or an emergency.

4. Decor Solutions Guarantee

4.1 In the unlikely event that there is any problem with the Services the Customer shall:

- (a) contact Decor Solutions as soon as possible and in any event within 12 months of completion of the Services; and
- (b) give Decor Solutions a reasonable opportunity to resolve any problem.

4.2 Decor Solutions guarantee that on completion of the Services and for a period of 12 months thereafter, Decor Solutions' works shall be free from material defects and if any material defect, shrinkage or other fault in the works appears within 12 months as a result of Decor Solutions' materials, products or workmanship not being in accordance with this Contract then the Customer shall notify Decor Solutions and Decor Solutions shall make good such fault at its own cost. However, this guarantee does not apply in the circumstances described in clause 4.3.

4.3 Decor Solutions' guarantee does not apply to any defect, shrinkage or other fault in its works arising from:

- (a) fair wear and tear;
- (b) wilful damage, abnormal conditions, accident, negligence by the Customer or by any third party;
- (c) any alteration or repair by the Customer or by a third party; and
- (d) any specification provided by the Customer to Decor Solutions.

4.4 Decor Solutions' guarantee is in addition to, and does not affect, the Customer's legal rights as a consumer in relation to the Services.

5. Customer's obligations

5.1 The Customer shall:

- (a) ensure that the terms of the Order and any information it provides or approves in the Specification is complete and accurate;
- (b) co-operate with Decor Solutions in all matters relating to the Services;
- (c) provide Decor Solutions, its employees, agents and subcontractors, with access to the Customer's premises or site and such other facilities as reasonably required by Decor Solutions;
- (d) provide Decor Solutions with such information as Decor Solutions may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- (e) prepare the Customer's premises or site for the supply of the Services;
- (f) obtain before the date on which the Services are to start and maintain any necessary licences, permissions, planning permissions and consents which may be required; and
- (g) keep and maintain all materials, equipment and other property of Decor Solutions at the Customer's premises or site in safe

- custody at its own risk and not dispose of or use Decor Solutions materials, equipment or other property other than in accordance with Decor Solutions' written instructions or authorisation.
- 5.2 If Decor Solutions' performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- (a) Decor Solutions shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Decor Solutions' performance of any of its obligations;
- (b) Decor Solutions shall not be liable for any loss or damage sustained or incurred by the Customer arising directly or indirectly from the Decor Solutions' failure or delay to perform any of its obligations; and
- (c) the Customer shall reimburse Decor Solutions on written demand for any costs or losses sustained or incurred by Decor Solutions arising directly or indirectly from the Customer Default.
- 6. Charges and payment**
- 6.1 The Charges for the Services shall be those set out overleaf (or as adjusted in accordance with clause 3.6) and include VAT. If the rate of VAT changes between the Commencement Date and the invoice date(s) Decor Solutions shall have to adjust the rate of VAT that the Customer pays.
- 6.2 Any Services provided by Decor Solutions in addition to the Specification shall be charged for on a time and materials basis in accordance with Decor Solutions' standard daily fee rates or shall be agreed in advance in accordance with clause 3.5.
- 6.3 Decor Solutions shall invoice the Customer in accordance with the payment requirements set out in the estimate for the Services.
- 6.4 The Customer shall pay each invoice submitted by Decor Solutions:
- (a) within 14 days of the date of the invoice; and
- (b) in full and in cleared funds to a bank account nominated in writing by Decor Solutions, and time for payment shall be of the essence of the Contract.
- 6.5 If the Customer fails to make any payment due to Decor Solutions under the Contract by the due date for payment the Customer shall pay interest on the overdue amount at the rate of 8% per cent per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 6.6 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).
- 7. Limitation of liability**
- 7.1 If Decor Solutions fail to comply with these Conditions then Decor Solutions shall be responsible for any loss or damage that the Customer may suffer that is foreseeable as a result of Decor Solutions' failure to comply with these Conditions or Decor Solutions' negligence. Decor Solutions shall not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Decor Solutions' failure to comply with these Conditions or its negligence or if it was contemplated by the Customer and Decor Solutions at the time Decor Solutions entered into the Contract.
- 7.2 The Services provided by Decor Solutions to the Customer are for the Customer's domestic and private use and not for any commercial or business purposes. Accordingly, Decor Solutions has no liability to the Customer for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 7.3 Decor Solutions shall not exclude or limit in any way its liability where it would be unlawful to do so and nothing in these terms and Conditions shall limit or exclude Decor Solutions' liability for:
- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

- (d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.
- 7.4 This clause 7 shall survive termination of the Contract.
- 8. Customer's right to terminate the Contract**
- 8.1 The Customer has a legal right to cancel the Contract up to 14 days after the Commencement Date if the Customer, for any reason, changes their mind or decides they do not want to receive the Services. The Customer shall notify Decor Solutions of their decision to cancel the Contract as soon as possible and in any event within 14 days' of the Commencement Date.
- 8.2 To cancel the Contract within 14 days of the Commencement Date the Customer should contact Decor Solutions by email, telephone or post using the contact details provided overleaf. If the Customer is sending Decor Solutions cancellation notice by e-mail or by post then such cancellation is effective from the date the Customer sent the e-mail or posted the letter to Decor Solutions. The Customer may use the example cancellation notice below:
- I/We _____ (insert name)
of _____ (insert address) the
Customer hereby give notice that I / We cancel the
Contract with Decor Solutions.
- Signature of _____
Date: _____
- 8.3 If Decor Solutions have completed the Services then the Customer cannot change their mind, even if the cancellation period is still running. If the Customer cancels the Contract after Decor Solutions has commenced the Services then the Customer shall pay Decor Solutions for the Services provided up to when the Customer informs Decor Solutions that they have cancelled the Contract.
- 8.4 Advice about the Customer's legal right to cancel the Contract is available from the Customer's local Citizens' Advice Bureau or Trading Standards office.
- 9. Decor Solutions rights to terminate the Contract**
- 9.1 Without limiting its other rights or remedies, Decor Solutions may terminate the Contract with immediate effect by giving written notice to the Customer:
- (a) if the Customer fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 14 days after being notified in writing to do so;
- (b) if the Customer fails to provide Decor Solutions within a reasonable time any information necessary for Decor Solutions to provide the Services; or
- (c) if the Customer does not within a reasonable time allow Decor Solution access to the Customer's premises to supply the Services.
- 9.2 Decor Solutions may suspend provision of Services under the Contract or any other contract between the Customer and Decor Solutions, if the Customer fails to pay any amount due under this Contract on the due date for payment. If payment is still not satisfied during the suspended period, then Decor Solutions reserve the right to terminate the contract by giving written notice to the Customer.
- 9.3 If Decor Solutions terminates the Contract in accordance with clause 9.1 then Decor Solutions shall refund any money the Customer has paid in advance for Services that Decor Solutions has yet to provide.
- 10. Consequences of terminating the Contract**
- On termination of the Contract for any reason:
- (a) the Customer shall immediately pay to Decor Solutions all of Decor Solutions' outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Decor Solutions shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of Decor Solutions Materials which have not been fully paid for. If the Customer fails to do so, then Decor Solutions may enter the Customer's premises and take possession of them. The Customer shall be solely responsible for the safe keeping of Decor Solutions Materials until they have been returned;
- (c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(d) clauses which expressly or by implication survive termination shall continue in full force and effect.

11. Force majeure

11.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of Decor Solutions including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Decor Solutions or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Decor Solutions' subcontractors.

11.2 Decor Solutions shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

11.3 If the Force Majeure Event prevents Decor Solutions from providing any of the Services for more than 30 days, Decor Solutions shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

12. Personal information

Decor Solutions shall only use personal information provided by the Customer:

- (a) to supply the Services to the Customer;
- (b) to process the Customers payment for the Services; and
- (c) to give the Customer information about similar services that Decor Solutions may offer. The Customer may stop receiving this information at any time by contacting Decor Solutions.

13. General

13.1 Assignment and other dealings.

- (a) Decor Solutions may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- (b) The Customer shall not, without the prior written consent of the Decor Solutions, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

13.2 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause a; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the

second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one business day after transmission.

- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13.3 Severance.

(a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

(b) If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

13.4 **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

13.6 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

13.7 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Decor Solutions.

13.8 **Governing law.** This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

13.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

