



Ottosam Designs

INTERIOR DESIGN
TERMS & CONDITIONS

Ottosam Design Ltd, London

TERMS AND CONDITIONS OF ENGAGEMENT

1. THESE TERMS

1.1 What these terms cover.

These are the terms and conditions on which we supply goods and services to consumers. For the purposes of these terms, you are a 'consumer' if you are purchasing as an individual for purposes wholly or mainly outside of your trade, business, craft or profession.

1.2 Why you should read these terms.

Please read these terms carefully before you accept and sign our Fee Proposal. These terms together with our Fee Proposal set out important information such who we are, the goods and/or services we supply, and your and our rights and obligations. If you have any questions about these terms or our Fee Proposal please do let us know and we will be happy to discuss these with you.

2. ABOUT US

2.1 Who we are.

We are Ottosam Design Ltd, a company registered in England and Wales under company number: 14148070 (referred to in these terms as 'we', 'us' or 'our'). Our registered office is at: Springfields, Blaegrove Lane, Up Nately, Hampshire RG27 9PD.

3. OUR AGREEMENT WITH YOU

3.1 Fee Proposals.

Any Fee Proposal will only be valid for 30 days from the date of the Fee Proposal. The Fee Proposal will include or refer to a high level Scope of Works which will capture the work we will be undertaking on your behalf, along with our agreed hourly rate and the Payment Terms.

3.2 How the agreement between us is formed.

The agreement between us will be formed when you (the customer purchasing the goods or services from us referred to in these terms as 'you' or 'your') have signed the Fee Proposal thus instructing us to commence the services and/or the supply of the goods. If, when you return the signed Fee Proposal, we are unable to accept your instruction for instance because of unexpected limits on our resources or because we have identified an error in the price or description of the goods and/or service, we will let you know as soon as possible and if you have paid us anything in advance we will refund this to you in full.

3.3 If you want to make a change.

If you would like to make any change after the agreement between us has been formed, please contact us as soon as possible and we will let you know if it is possible to make the change. If it is possible to make the change you request, this may be subject to you agreeing consequential changes to other terms of the agreement such as the price and timescale. If it is not possible to make the changes as the work or service has already started, you may be charged for the work undertaken to date.

3.4 If we need to make a change.

Occasionally we may need to make changes to the agreement between us, for instance if we discover a pre-existing issue or fault with your property we may need to make changes to the agreement to address this and ensure we can proceed safely. Where we think changes are required, we will contact you as soon as possible

and seek to agree these with you. If we are unable to agree these changes with you and we feel it is not reasonable for us to proceed without the change (for instance if we do not think it would be safe), this may end the agreement between us and you. You will only have to pay for goods and/or services supplied and we will refund you if you have paid in advance for anything which has not been supplied, if this is possible.

4. GOODS AND SERVICES WE SUPPLY

4.1 Goods and services we supply need to be approved by you.

All goods and/or services we will be supplying to you will be presented to you, typically by way of Design Concept Packs and Detailed Design Packs (the “Design Packs” capture all proposed design detail), which will need to be approved by you. You must ensure that you read the final Design Packs thoroughly and you understand what you will be receiving. Once these final Design Packs have been approved by you, we may not be able to make changes to the final design if work has already started.

4.2 Information you provide.

Please make sure any information you provide to us in relation to the agreement between us and you is accurate, for instance if we are supplying any bespoke goods for you based on measurements you provide to us, it is important that you ensure that the information is correct.

4.3 Goods may vary from images.

Any pictures and images of goods we provide such as in our drawings, design concepts or detailed design documents are for illustration purposes only. Your goods and their packaging may vary slightly from those pictures or images.

4.4 Use of goods and services.

Any goods and/or services we provide to you are for your domestic and personal use only. You must not use our goods and/or services for commercial or business purposes.

5. PROVIDING SERVICES

5.1 Supply of the services.

The services (as described in the Fee Proposal or subsequent Design Packs) will be carried out at the property identified within the Fee Proposal.

5.2 Performance dates.

We will do all that we reasonably can to provide the services at the time(s) and date(s) or within the period agreed with you but delivery or completion dates are only estimates, and where third parties are involved it is often out of our control. If there might be a delay before we can start or complete the services, we will let you know as soon as reasonably possible. However, we are not liable to you for any losses you incur:

5.2.1 as a result of any delay caused by circumstances beyond our reasonable control (for example, third party delays, severe weather, accidents or unpredictable traffic delays); or

5.2.2 where the services are delayed or cannot be performed because you fail to make the property available to us, fail to prepare the property as required for us to provide the services, or fail to provide us with adequate instructions or information to allow us to perform the services.

5.3 Project management.

We will not project manage any third parties, such as general trades or building contractors who you have independently contracted with to provide services at the property. We will only project manage third parties

who we have introduced to supply specialist interior design services, such as cornice/plaster moulding specialists or carpenters.

5.4 When to raise any issues regarding the services.

You have 7 days to raise any issues regarding the services once they have been provided by us. Nothing in this clause affects your statutory rights.

5.5 Recommending goods and services.

We may recommend, specify or procure goods and services from third party suppliers and contractors on your behalf. Unless expressly agreed otherwise in writing, any agreement for such goods or services shall be between you and the relevant supplier or contractor directly. We are not responsible for the workmanship, performance, delays, insolvency or defaults of third party suppliers or contractors not directly appointed by us.

6. DELIVERY OF GOODS

6.1 Delivery.

We will deliver any goods that we are to supply to the property as identified in the Fee Proposal.

6.2 Please check the goods.

Please examine the goods as soon as reasonably possible after delivery and notify us of any fault or damage as soon as reasonably possible (and in any event within 7 days of receipt). We may not be able to return items to a third party supplier where we have missed a return deadline. Nothing in this clause affects your statutory rights.

6.3 When you become responsible for the goods.

Once your order has been delivered to the property the risk in the goods passes to you and the goods are classed as having been 'delivered'. This means that you are responsible for the goods and we are not liable to you if the goods are stolen or damaged after they have been delivered to you (unless we damage them in the cause of performing any related services). This does not affect your legal rights if the goods are faulty or misdescribed.

6.4 When you own the goods.

Ownership of the goods passes to you once you have paid for them in full.

6.5 Delivery Dates:

6.5.1 Any delivery date we provide in our Fee Proposal or otherwise are estimates, unless we have expressly agreed a specific delivery date with you.

6.5.2 We will do all that we reasonably can to deliver the goods within the delivery period or on the delivery date agreed with you. If your delivery is delayed, we will let you know as soon as reasonably possible. However, we are not liable to you for any losses you incur:

- (a) as a result of any delay caused by circumstances beyond our reasonable control (for example, third party delays, severe weather, accidents or unpredictable traffic delays); or
- (b) where the delay is because you fail to accept delivery (unless you have a right to do so for instance where you are entitled to reject the goods because there is a problem with them or the failure is caused by circumstances beyond your reasonable control) or fail to provide us with adequate instructions, decisions or information to allow us to deliver the goods.

7. YOUR RESPONSIBILITIES

7.1 Co-operation.

You must co-operate with us by giving us information, assistance, decisions and access to the property and its services (such as electricity, water etc) as may be reasonably required and in sufficient time to enable the performance of the agreement in accordance with any agreed dates/programme.

7.2 Consents.

You must obtain and maintain all necessary licences, permissions and consents that may be required for the provision of the services including, but not limited to, any statutory and other approvals and consents, and any approvals of any landlords or owners of any superior interest in the Property.

7.3 Our materials.

You must keep all materials, equipment, documents and other property of ours at the property in safe custody until they are returned to us and not dispose of or use them other than in accordance with our instructions or authorisations.

7.4 Consequences of a failure on your part.

If you do not allow us access to provide services or deliver the goods (and you do not have a good reason for this) and/or you do not provide us with any required information, assistance or decisions within a reasonable time of us asking for it we may charge you additional costs incurred by us as a result or end the agreement (clause 10 will apply).

8. PRICES

8.1 Our Fees.

Our fees for the supply of the goods and/or services will be indicated in the Fee Proposal. Please note, as detailed in our Fee Proposal:

8.1.1 unless we have specifically agreed otherwise the fee stated in our Fee Proposal will not include the design or supply of any specialist design elements (including, but not limited to structural, thermal, acoustic, mechanical and electrical), approvals and/or negotiations with statutory undertakers, project management of third parties or suppliers with whom you have directly contracted, Buildings Regulations or planning fees, resubmitted applications, appeals against any refusal notices and legal or other issues or disputes;

8.1.2 if you request amendments or additions to the design brief or project scope after commencement of services and/or design work this may result in additional hours being billed. We will advise of this prior to undertaking the additional work requested by you.

8.2 We will pass on changes in the rate of VAT.

If the threshold or rate of VAT changes between the date of our Fee Proposal and the date we supply the goods and/ or services, we will adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

8.3 Payment methods.

We only accept payments by bank transfer. Our bank details will be detailed on our invoices to you but given the risks around cyber security, we strongly recommend you call us to check these details before making a payment.

8.4 When you must pay.

When you must pay will be explained in our Fee Proposal and invoices.

8.5 What to do if you think an invoice is wrong.

If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

8.6 We can charge interest if you pay late.

If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base rate of the Bank of England. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

8.7 We may also suspend our supply if you do not pay.

If you do not pay us for the goods and/or services when you are supposed to and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the goods and/or services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the goods and/or services. We will not suspend the supply of the goods and/or services where you dispute the unpaid invoice.

8.9 Errors, Inaccuracies and Omissions.

Occasionally there may be information in the Fee Proposal or Design Packs that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information is inaccurate at any time without prior notice (including after you have submitted your order).

9. YOUR RIGHT TO END THE AGREEMENT

9.1 You can always end your agreement with us.

Your rights when you end the agreement will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the agreement:

9.1.1 if what you have bought is faulty or not as described, you may have a legal right to end the agreement (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back):

9.1.2 if you want to end the agreement because of something we have done or have told you we are going to do, see clause 9.2;

9.1.3 if you have just changed your mind, see clause 9.3. You may be able to get a refund, but this may be subject to deductions;

9.1.4 in all other cases (if we are not at fault and there is no right to change your mind), see clause 9.7

9.2 Ending the agreement because of something we have done or are going to do. If you are ending the agreement for a reason set out at clauses 9.2.1 to 9.2.3 below, the agreement will end immediately and we will refund you in full for any good and/or services which have not been provided. The reasons are:

9.2.1 we have told you about an upcoming change to the agreement which you do not agree to;

9.2.2 there is a risk that supply of the goods and/or services may be significantly delayed because of events outside our control;

9.2.3 you have a legal right to end the agreement because of something we have done wrong.

9.3 Consumer Contracts Regulations 2013

For most contracts for goods and/or services agreed at a distance (for instance where the contract is agreed in circumstances where all communications have been by phone or email) you have a legal right (under the Consumer Contracts Regulations 2013) to change your mind within 14 days and receive a refund.

9.4 When you do not have a right to change your mind.

You do not have a right to change your mind in respect of:

9.4.1 services once these have been completed;

9.4.2 any goods which become mixed inseparably with other items after delivery;

9.4.3 any goods which are customised, bespoke or personalised.

9.5 How long do you have to change your mind.

We encourage you to be certain of all finalised designs before approving the final Design Packs with us. How long you have to change your mind depends on what you have ordered and how it is delivered:

9.5.1 If you have bought services, you have a statutory right to cancel within 14 days of entering into the agreement under the Consumer Contracts Regulations 2013, unless you have expressly requested for us to commence the services during that period;

9.5.2 if you have bought goods you have until 14 days from the delivery date (unless the goods are customised, bespoke or personalised).

9.6 Services during the cancellation period.

We will not provide any services during the 14-day cancellation period unless you expressly request for us to do so. If you request for us to commence the services during the cancellation period and subsequently exercise your right to cancel, you may be required to pay for any services supplied up to the date of cancellation.

9.7 Ending the agreement where we are not at fault and there is no right to change your mind.

Even if we are not at fault and you do not have a right to change your mind, you can still end the agreement before it is completed, but you may have to pay us compensation. If you want to end an agreement before it is completed where we are not at fault and you have changed your mind, just contact us to let us know. The agreement will end immediately and we will refund any sums paid by you for goods and/or services not provided but we may deduct reasonable compensation for the net costs we will incur as a result of your ending the agreement.

9.8 How to tell us you want to end the agreement.

To end the agreement with us, please let us know by phone or email. Call us on +44 7799 688674 or email us at hannah@ottosamdesigns.co.uk.

9.9 Returning goods after ending the agreement.

If you end the agreement for any reason after goods have been dispatched to you or you have received them, you must allow us to collect them from you at your cost. Please call us on +44 7799 688674 or email us at hannah@ottosamdesigns.co.uk to arrange collection.

9.10 How we will refund you.

We will refund you the fees you have paid for the goods and/or services by the method you used for payment. However, we may make deductions from the refund, as described below.

9.11 Deductions from refunds if you are exercising your right to change your mind.

If you are exercising your right to change your mind:

9.11.1 we may reduce your refund (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

9.11.2 for services, we may deduct from any refund an amount for the supply of the services for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the agreement.

9.12 When your refund will be made.

We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind, then your refund will be made as promptly as possible depending on what you are cancelling.

10. OUR RIGHTS TO END THE AGREEMENT

10.1 We may end the agreement if you break it.

We may end the agreement at any time by writing to you if:

10.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

10.1.2 you do not, within a reasonable time of us asking for it, provide us with information or decisions necessary for us to provide the goods and/or services;

10.1.3 you do not, within a reasonable time, allow us to deliver the goods to you;

10.1.4 you do not, within a reasonable time, allow us access to the property to supply the services.

10.2 You must compensate us if you break the agreement.

If we end the agreement in the situations set out in clause 10.1 we will refund any money you have paid in advance for goods and/or services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the agreement.

11. WHAT TO DO IF THERE IS A PROBLEM

11.1 How to tell us about a problem.

If you have any questions or complaints about our goods and/or services please let us know. How to contact us is explained in clause 9.8.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 Our intellectual property.

All copyright and other intellectual property rights in connection with the services or goods we provided (such as our plans and designs) will be owned by us and you will have no right to such things other than a limited right to use our designs or plans for the purposes for which they were prepared.

12.2 Your intellectual Property.

You must give us a right to copy and modify any materials you provide to us for the purpose of providing the goods and/or services to you, or if necessary procure any applicable third party rights.

13 OUR LIABILITY TO YOU

13.1 We are responsible to you for foreseeable loss and damage.

If we breach a term of the agreement between us and you or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time the agreement was made, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).

13.2 When we are liable for damage to your property.

Where we are providing services in your property, we will make good any damage to your property caused by us but we will not be responsible for repairing any pre-existing faults or damage to your property that we discover while providing the services.

13.3 What we are not responsible for.

We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.

13.4 What we do not exclude liability for.

Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

13.5 What we shall not be liable for and do not warrant.

Notwithstanding this clause 13, we shall not be liable for and do not warrant:

- (a) that the agreement and the goods and/or services will be completed in accordance with any schedule
- (b) the performance, work or products of other persons including associated trades people and/or delivery teams that are not under our direct instructions. We cannot be held liable for any over-run of works or delays by third party suppliers or tradespeople and sub-contractors.
- (c) the solvency or competence of any other person engaged;
- (d) the absolute accuracy of any survey, measurements or site information obtained, particularly where areas are inaccessible, concealed or dependent upon third party information or contractor verification;
- (e) any misunderstanding and/or misinterpretation of the services by you or any other person;
- (f) the implementation of the services by anyone other than us.

13.6 Actions or proceedings arising out of or in connection with the agreement.

Any claim arising out of or in connection with the agreement shall be brought within a reasonable period and in accordance with applicable law.

13.7 Limitation of Liability

Our total liability to you in respect of all losses arising under or in connection with the agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total fees paid by you to us under the agreement.

Nothing in these terms limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability which cannot legally be excluded or limited.

14 OTHER IMPORTANT TERMS

14.1 How we use your personal information.

We will share your personal information to relevant third party service providers or product suppliers such as trades, retailers and contractors so we can deliver the goods and services to you as per the Fee Proposal and Design Packs. Your personal information will not be shared with any other parties. If you do not wish for us to share your details with these parties, you must let us know in writing at the point of signing the Fee Proposal. Your data will never be shared with our other clients.

14.2 Which laws apply to the agreement and where you may bring legal proceedings.

If you are a consumer, the laws of England and Wales apply to the agreement between us and you. Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

14.3 When you can transfer your rights.

You may only transfer your rights under the agreement between us and you to someone else if we have agreed this with you in advance.

14.4 When we can transfer our rights.

We may transfer our rights under the agreement between us and you to another business without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.

14.5 Rights of others under this agreement.

Nobody else has any rights under this agreement (except someone you are permitted to transfer your rights to). This agreement is between you and us. No other person shall have any rights to enforce any of its terms, except anyone you transfer your right to where this is permitted as explained in Clause 14.3. Neither of us will need to get the agreement of any other person in order to end the agreement or make any changes to these terms.

14.6 Period to enforce terms.

Even if we delay in enforcing any term of the agreement between us and you, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For instance, if you miss a payment and we do not chase you but we continue to provide the goods and/or services we can still require you to make payment at a later date.

14.7 Permission to take and publish images of your property.

We shall be permitted to take and publish photographs of your property (which demonstrate the services provided by us) for our own marketing purposes, which may include social media marketing. If you would prefer for us not to do this, please let us know at point of signing our Fee Proposal.