

# EJS CURTAINS

## INTERIORS

### INTERIOR DESIGN SERVICES - TERMS & CONDITIONS

#### **1. Formation of Contract:**

1.1 These Terms and Conditions, together with the estimate of works ("Estimate") provided by EJS Curtains Ltd which describe the services, set out the entire agreement between EJS Curtains Ltd – (a company registered in England and Wales with company number 11789661 and registered to charge VAT @ 20% on all goods and services, VAT Number: 464684162) and you (the "Client"), and will apply once an appointment has been made to provide EJS Curtains Ltd services (the "Services") for the purposes of providing an Interior Design Service.

1.2 Before procuring the Services you should read these terms and conditions carefully. You are advised not to use the services of EJS Curtains Ltd if you do not agree to the terms stated.

#### **2. EJS Curtains Ltd Obligations:**

2.1 EJS Curtains Ltd will endeavour to advise the client of the predicted timescales of works as soon as is possible after the quotes have been produced. All such dates shall be approximate only and EJS Curtains Ltd cannot be held responsible for any delay in completion.

2.2 EJS Curtains Ltd is able to organise third party companies, firms or individuals ("Third Party Suppliers") to undertake certain work for the Client, such as decorating, building work, carpet fitting, curtain and blind manufacture and fitting and such other work as confirmed by EJS Curtains Ltd. However, please see clause 5.1 for Contractual Relationship Definition.

2.3 In some cases, goods and materials are supplied by EJS Curtains Ltd directly to the Client and EJS Curtains Ltd hereby warrants that such goods and materials shall be of satisfactory quality and fit for their intended purpose.

2.4 Separate Terms and Conditions are available for all in-house manufacturing of products and these terms are deemed agreed to, on receipt of any deposits made against those individual quotations.

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### **3. Client Obligations:**

3.1 The Client shall ensure that the property is accessible to employees and contractors of EJS Curtains Ltd and any Third Party Suppliers providing Services throughout the duration of works.

3.2 The Client will also ensure that utilities such as electricity and water are available for use at the property throughout works and at no cost to EJS Curtains Ltd.

3.3 In agreeing with these terms the Client acknowledges that they are fully aware of all work proceeding and confirm they are happy with all items discussed and quoted.

### **4. Delivery of Goods and Services:**

4.1 EJS Curtains Ltd will not be held liable for any over-run of works or delays by Third Party Suppliers or tradespeople and sub-contractors.

4.2 We will contact the Client one week prior to delivery of furniture and or goods or services and arrange a mutually convenient date for delivery or collection, unless we are a key-holder and have a pre-agreed alternative arrangement. Every effort will be made to ensure delivery is made on time however under no circumstances will refunds be given if a delay beyond our control is incurred.

4.3 If the Client decides to collect any ordered goods from EJS Curtains Ltd or direct from a supplier's premises, it will be necessary to sign a collection note and therefore the Client will be responsible for the goods from thereafter.

### **5. Third Party Suppliers:**

5.1 The Client will form a direct contractual relationship with Third Party Suppliers, and will be responsible for managing these relationships and any financial settlements direct with the Third Party Suppliers.

5.2 If so requested, EJS Curtains Ltd may co-ordinate the Services and financial settlements with Third Party Suppliers on their behalf, as part of the Services undertaken, but the Client will remain ultimately responsible for the contractual relationship with the Third Party Supplier.

5.3 EJS Curtains Ltd is not responsible for forming any contractual relationship on behalf of the Client.

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### **6. Payment and Billing Terms:**

6.1 The charges for the Services are set out in the Estimate accompanying these terms and conditions, or as amended or updated by EJS Curtains Ltd and communicated to the Client.

6.2 Payments should be made by bank transfer to the bank details provided on the Estimate or Quotation, unless another payment method is agreed.

6.3 A NON-REFUNDABLE deposit of 50% to EJS Curtains Ltd is required upon acceptance of this contract by the Client, with the final 50% (or any subsequent agreed alterations that would affect the overall remaining balance to the Interior Design Service Fee) to be paid upon completion of the Service (see 6.2 for payment methods).

6.4 Any goods bought on behalf of the client, that are not to form part of the in-house manufacturing of curtains, blinds or other soft furnishings, are to be paid for in full prior to placing the order, where requested by the Third Party Supplier. Otherwise a NON\_REFUNDABLE deposit of 50% to EJS Curtains LTD is required prior to placing any order on a Client's behalf, with the outstanding balance due on installation or delivery of goods. The goods remain the property of EJS Curtains Ltd until all outstanding balances due have been settled.

6.5 All remaining balances must be made within 14 days of the final invoice date. Interest at the rate of 5% per month shall be payable on all accounts not settled by their due date. The interest will be added monthly thereafter from the due date until settlement is received.

6.6 Should EJS Curtains Ltd have to instruct a debt recovery agency, or instigate legal proceedings, the Client will be liable for any costs so incurred.

6.7 EJS Curtains Ltd will inform the Client of any likely or impending Third Party Suppliers price increases on all orders prior to agreement of contract or prior to placing an order, should the contract have commenced. EJS Curtains is not responsible for any Third Party Supplier cost increases and should a Client not agree to the price increase, alternative options will be offered or a refund given against any payments made for the goods in question.

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### **7. Cancellation and Termination Policy:**

7.1 The Client has the right to cancel this contract (the "Contract") within 7 days of a signed agreement, if at which time EJS Curtains LTD has not yet incurred any costs due to work having been undertaken by themselves or a third party, or orders made on the Client's behalf. Otherwise see clauses 6.3 & 6.4.

7.2 The Client does not have the right to cancel the Contract if the supply of the Services begins with the Client's agreement before the end of the seven working day cancellation period.

7.3 To exercise the right of cancellation set out in clause 7.1, the Client must give written notice to EJS Curtains Ltd by hand or post, or email, at EJS Curtains Ltd address, or email address as set out in clause 9.2 below. Once the Client has notified EJS Curtains Ltd that the Client is cancelling the Contract, EJS Curtains Ltd will, within 30 days, refund the Client for the Services.

7.4 Following the 'seven day' period set out at clause 7.1, the Client has a right to terminate the Contract at any time by giving notice in writing to EJS Curtains Ltd. The Client will be liable to pay EJS Curtains 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 costs incurred by the EJS Curtains Ltd).

7.5 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.

7.6 Termination of the Contract will not affect either party's outstanding rights or duties, including EJS Curtains Ltd right to recover any money owing to it under these terms and conditions.

### **8. Liability:**

8.1 EJS Curtains Ltd shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any information or

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instructions supplied by the Client which is or are incomplete, incorrect or inaccurate.

8.2 EJS Curtains Ltd shall not be liable to the Client for any unforeseeable loss or damages arising from the provision (or non-provision) of the Services, including loss of profit or consequential loss or damage.

8.3 Neither EJS Curtains Ltd, nor the Client shall be liable for any failure to perform its duties under this Contract due to circumstances beyond its control, including without limitation flood, fire or other adverse weather conditions.

8.4 To enable EJS Curtains Ltd to deal with any complaint that may arise relating to the Services, the Client must provide full details of any complaint within 7 days of the supply of the relevant Services.

8.5 Nothing in these terms and conditions affects any liability for death or personal injury caused by EJS Curtains Ltd negligence or for fraudulent misrepresentation, or the Client's statutory rights as a consumer.

### **9. Data Protection:**

9.1 EJS Curtains Ltd will only use any 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.

9.2 The Client can correct any information, or ask for information about the Client to be deleted, by giving written notice to EJS Curtains Ltd at the following address: EJS Curtains Ltd, West Cottage, Coopers Hill Rd, Nutfield, Surrey, RH1 4HX or by email: [emma@ejscurtains.co.uk](mailto:emma@ejscurtains.co.uk) or by phone: 07714 103371. However, all invoicing information will be retained for the purposes of HMRC tax submission.

### **10. Copyright:**

10.1 The 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 EJS Curtains Ltd in connection with the Services shall belong to EJS Curtains Ltd absolutely and any such materials, documents or items shall be or remain the sole property of EJS Curtains Ltd.

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10.2 EJS Curtains Ltd shall be permitted to use photographs of the Client's property which demonstrate the Services provided by EJS Curtains Ltd for its own marketing purposes.

10.3 The Client shall be entitled to use any such materials, documents or other items as are referred to in paragraph 10.1 in connection with the Services but shall not be entitled to copy any such items or use them for any commercial purpose.

### **11. General:**

11.1 EJS Curtains Ltd may assign or sub-contract the Contract if this is necessary for operational reasons or in connection with a business transfer or reorganisation. Otherwise, the Contract is not transferable by either party.

11.2 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.

11.3 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.

### **12. Acceptance of Terms and Conditions:**

12.1 EJS Curtains Ltd protects a Client's personal data. No information will ever be forwarded onto Third Parties, Suppliers and Subcontractors unless agreed with the Client.

12.2 Any personal data provided by the Client to EJS Curtains Ltd will be stored securely with access only for staff members.

12.3 Data will never be visible to other Clients of EJS Curtains Ltd.

### **Acceptance of Terms and Conditions**

PRINTED NAME:.....

SIGNATURE:.....

DATE:.....