

FAYE ROBINSON INTERIORS LIMITED TERMS AND CONDITIONS

A copy of these Conditions can be downloaded at:
<https://fayerobinsoninteriors.com/terms-and-conditions/>

AGREED TERMS

1 Definitions and Interpretation

1.1 In these Conditions, except where the context otherwise requires, the following definitions apply:

Applicable Laws: all applicable laws, statutes, regulations and codes from time to time in force;

Client: the person identified in the Proposal;

Conditions: these terms and conditions as amended from time to time in accordance with clause 13.5;

Contract: the contract between Faye Robinson and the Client for the supply of Services and Goods comprising these Conditions and the Proposal;

Contractor: any third party supplier, trades person, professional and/or installer engaged by the Client to carry out any works;

Deposit: a percentage of the total Fee, set out in the Proposal and payable in accordance with clause 8.2.1;

Faye Robinson: Faye Robinson Interiors Limited, a company incorporated and registered in England and Wales with company number 14775324 and having its registered address at 21 Clare Road, Halifax, West Yorkshire, England, HX1 2HX;

Fee: the charges for the Services and the Goods set out in the Proposal payable in accordance with clause 8;

Force Majeure Event: any event or circumstances outside the reasonable control of either party affecting its ability to perform any of its obligations under the Contract including an act of God, fire, flood, severe weather, epidemic or pandemic, war, revolution, acts of terrorism, riot or civil commotion, trade embargo, labour or trade disputes, strikes or lock-outs or other industrial action, interruption of utility service, non-performance of, or disruption caused by

any suppliers, subcontractors or other contractors, difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery, road congestion, road accidents, vehicle breakdown or any other similar transport issue;

Goods: any products that Faye Robinson supplies to the Client under the Contract;

Intellectual Property Rights: any current and future intellectual property rights and interests including patents, utility models, designs, design rights, copyright (including rights in software), decryption rights, database rights, trade marks, rights pursuant to passing off, service marks, business and trade names, domain names, know-how, topography rights, inventions, rights in confidential information (including technical and commercial trade secrets) and image rights, and rights of a similar or corresponding character in any part of the world, in each case whether registered or not and including any application for registration and renewals or extensions of such rights in any country in the world;

Premises: the location at which the Services are to be provided as further detailed in the Proposal;

Proposal: the proposal for the Services, made in writing and agreed between the parties; and

Service(s): the services to be provided by Faye Robinson to the Client under the Contract and as set out in the Proposal, and any other services agreed between the parties in writing.

1.2 If there is any conflict or inconsistency between any of the provisions of these Conditions and the provisions of the Proposal issued, the provisions of the Proposal shall prevail.

1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time.

1.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of

the words, description, definition, phrase or term preceding those terms.

1.5 A reference to **writing** or **written** includes email.

2 Basis of Contract

2.1 The Proposal constitutes an offer by the Client to purchase Goods and Services from Faye Robinson in accordance with these Conditions.

2.2 The Proposal shall be deemed to be accepted on the earlier of:

2.2.1 the Client signing the Proposal; or

2.2.2 any act by Faye Robinson consistent with fulfilling the Proposal,

at which point and on which date the Contract shall come into existence.

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.4 The Client is entitled to cancel the Contract within a 14-day cooling off period from the date that the Contract comes into existence in accordance with clause 2.2.

2.5 Faye Robinson Interiors reserves the right to cancel pre-booked works and return advanced deposit payments received, if anything occurs in the time period between receipt of deposit and agreed commencement date of works which would affect Faye Robinson's ability to commit to the proposed works.

3 The Services

3.1 Faye Robinson shall:

3.1.1 use reasonable endeavours to supply the Services to the Client in accordance with these Conditions and the Proposal in all material respects;

3.1.2 provide the Services with reasonable care and skill;

3.1.3 use reasonable endeavours to comply with any dates specified for commencement, performance or completion of the Services (or any part of them), but time shall not be of the essence of the Contract and Faye

Robinson shall inform the Client if it is unable for whatever reason to comply with any estimates; and

3.1.4 supply the Services in accordance with all Applicable Laws with which it is bound to comply.

3.2 Faye Robinson is entitled to amend the Proposal if necessary to comply with any Applicable Laws or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Faye Robinson shall notify the Client in any such event.

3.3 Any variation to the Services shall be agreed between the parties in writing.

3.4 If the Client reasonably believes that the Services have not been performed with reasonable care and skill, the Client is entitled to ask Faye Robinson to fix any issues or provide a refund where this is not possible.

3.5 The Client acknowledges and accepts that where Faye Robinson recommends any third party as part of the Proposal, Faye Robinson may receive a percentage commission in respect of this.

4 Client's Obligations

4.1 The Client shall:

4.1.1 provide all assistance and cooperation which Faye Robinson may reasonably require;

4.1.2 provide all information necessary (including, where applicable, any AutoCad and architects drawings) for the performance of the Services, including details of the Premises and how the Premises can be accessed, and ensure that all information provided is accurate;

4.1.3 approve client brief to Faye Robinson and thereafter approve each stage of the design work as set out in the Proposal;

4.1.4 Give written direction, make decisions and approvals as are necessary for the proper and timely performance of the services and;

4.1.5 provide Faye Robinson with unrestricted access to all necessary areas of the Premises and other facilities as reasonably required by Faye Robinson and ensure that the Premises is clear;

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| <p>4.1.6 Pay all sums due to Faye Robinson as they become due;</p> <p>4.1.7 do all acts which Faye Robinson may reasonably request to enable Faye Robinson to comply with its obligations and responsibilities under the Contract; and</p> <p>4.1.8 comply with all Applicable Laws with which it is bound to comply.</p> <p>5 Plans</p> <p>5.1 Any drawings that Faye Robinson provides to the Client are indicative only and should not be relied upon either by the Client or Contractor. All dimensions included in any drawings must be checked by the Client or appropriate Contractor on site.</p> <p>5.2 The Client must ensure that all drawings are reviewed by the appropriate Contractor with the requisite knowledge and skills before any works are undertaken, and that full specifications and technical drawings are provided by the appropriate Contractor.</p> <p>5.3 Faye Robinson will issue designs in a standard, digital, non-editable format. If the Client requires another format this should be requested in advance and is subject to Faye Robinson's sole discretion.</p> <p>5.4 The fee proposal will include for a maximum of two design revisions per submission, any further revisions will be charged at an hourly rate of £120.00/hour to cover design time.</p> <p>5.5 The Client is not entitled, either itself or via third parties, to edit any plans or drawings without seeking prior written consent from Faye Robinson, which shall be provided at Faye Robinson's sole discretion.</p> <p>5.6 Any joinery drawings supplied will be design intent and indicative only, based upon supply of bespoke joinery through F R Interiors nominated joinery company only and are not permitted to be issued to third parties by the client or contractor. Working drawings will be issued upon confirmation of an order to supply and further to completion of a site check measure.</p> <p>6 Third Party Installation</p> <p>6.1 The Client shall ensure that:</p> | <p>6.1.1 all installations are subject to detailed site surveys carried out by a Contractor;</p> <p>6.1.2 all installations are carried out by experienced and qualified professionals in accordance with the manufacturers guidance;</p> <p>6.1.3 all installations are carried out in accordance with current building regulations; and</p> <p>6.1.4 all structural changes are reviewed, checked and signed off by a structural engineer and architect.</p> <p>6.1.5 all wallcoverings, tiles and wall surface finishes must be checked thoroughly by the installer for faults or defects before cutting, trimming or application. We will not be held liable for any costs or losses arising from the installation of faulty materials where inspection has not been carried out in advance. Any such materials, once cut or applied are deemed accepted and may not allow returns. Where batch matching is critical for consistency we advise against over-ordering if the suppliers does not accept returns. Any returns resulting in over ordering of a product will be subject to the individual supplier's terms and is often subject to a minimum return quantity and/or a re- stocking fee. Reserved materials from matching batches will be held for a maximum of 14 days, after which we cannot guarantee ongoing availability. You are responsible for confirming whether to purchase such additional materials within this timeframe. All wallcoverings must be installed as per the supplier's guidelines and we strongly recommend purchase the paste from the supplier. If the supplier's recommended paste is not used this may be cited by the supplier as a cause for any issues with the wallpaper that may arise. We do not accept responsibility for defective installation carried out by others</p> <p>6.2 The Client shall ensure that all light fittings are installed by qualified electricians and be securely fixed. Faye Robinson Interiors recommends a 'heavy load weight test' is carried out prior to ordering and installation of any significant pendant or chandelier light fittings.</p> <p>6.3 The Client shall ensure that all lighting installations are reviewed by the appropriate specialist.</p> |
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- 6.4 The Client shall ensure that all fire installations (including any joinery that includes a heat source) are inspected and signed off by a qualified fire installation company. Appropriate fire rated materials must be used where required. Faye Robinson recommends that where upholstery is placed in a room with a fire such upholstery is a minimum of 950mm away from the fire in accordance with current guidelines. Faye Robinson Interiors require written guidance by the nominated fire suppliers on manufacturer's guidelines on spacings and materials for any joinery which houses a heat source.
- 6.5 Faye Robinson is not a principal designer. Under the CDM Regulations 2015, the Client must ensure that it has appointed an experienced and competent principal designer where required. The Client shall advise Faye Robinson of any such appointment and provide contact details.
- 6.6 Although Faye Robinson might recommend Contractors and/or third party suppliers and manufacturers, any subsequent engagement is between the Client and the Contractor and Faye Robinson shall not be liable for any such services. All payments for installation services should be made directly to the third party. Faye Robinson does not accept responsibility for any accidents, incidents, damage, or injury caused by any installations.
- 6.7 The Client is responsible for ensuring that it is familiar with any third party terms and conditions in relation to supply and installation.
- 7 Supply of Goods**
- 7.1 Faye Robinson may recommend or coordinate the purchase of Goods during the provision of Services. Often Faye Robinson will facilitate the purchase of items by the Client directly from a nominated third party supplier and in such cases Faye Robinson shall not be liable in respect of any issues concerning such items.
- 7.2 All Goods supplied to the Client by Faye Robinson pursuant to this Agreement shall be:
- 7.2.1 fit for any purpose made known to Faye Robinson;
- 7.2.2 of satisfactory quality; and
- 7.2.3 as described.
- 7.3 If the Goods do not comply with clause 7.2, the Client may be entitled to:
- 7.3.1 a refund or replacement, if the Goods are returned within 30 days and the issue is highlighted to Faye Robinson within 24 hour of receipt;
- 7.4 Although Faye Robinson shall use reasonable endeavours to ensure the accuracy of all descriptions and pictures of Goods, the Client acknowledges and accepts that a product may not exactly match that shown on a device or in any marketing material.
- 7.5 Faye Robinson shall, and shall procure that any third party supplier shall, use reasonable endeavours to deliver the Goods on the date agreed in writing between the parties to the address in the Proposal, but time shall not be of the essence in the Contract. The Client is liable for the costs of any redelivery.
- 7.6 Risk in the Goods shall pass to the Client on completion of delivery in accordance with clause 7.5. Title shall not pass until Faye Robinson has received all payments in full due to it under the Contract
- 7.7 Where an item is installed and then rejected for reasons other than it being faulty, damaged or not as described, we will not refund or replace it, and any alternative must be purchased at your expense.
- 7.8 In respect of most Goods (but not in respect of bespoke items), the Client also has a right to change its mind and is entitled to a refund within a 14-day cooling off period from the date that the Client receives the Goods. This is separate to the Client's rights if the Goods are faulty in accordance with the rest of this clause 7.
- 7.9 If the Client wishes to return the Goods pursuant to clauses 7.3 or 7.8 it must contact Faye Robinson within 24 hours of delivery to arrange a return. The Client should return the Goods in their original packaging, and in their original condition.
- 7.10 Where Faye Robinson is required to refund the Client pursuant to this clause 7 it shall do so within a reasonable time, to the bank account nominated by the Client from time to time.

7.11	Any order for bespoke, custom-made or personalised products is non-refundable and non-cancellable and such orders cannot be amended (except where they are faulty in accordance with clause 7.3).			timeframe. Faye Robinson will provide a quotation option for co-ordinated delivery via third party logistics company offering managed, white glove delivery and install service.
7.12	Supply of any specific procurement items stipulated in the design fee proposal (including that supplied by a third party supplier) are to be adhered to and will be a condition of the design fee and service. This may be a percentage or a specific list of items, as detailed in the fee proposal. Where the design fee is charged on a stipulated minimum procurement basis, client failure to not proceed with agreed procurement items may result in an additional fee to cover loss in anticipated revenue	7.17		Where you engage a supplier or trade directly rather than through us, a separate contract is created between you and that supplier or trade under their own terms; you arrange and pay them directly and they are liable to you directly. We are not a party to, and accept no responsibility for, that arrangement, save for exercising reasonable care and skill in any recommendation we make.
7.13	Purchased FF&E items sourced from our trade accounts may be charged at retail or trade price plus a percentage margin, this can vary depending on the trade discount available. The prices we quote for Procured Items are our prices and are inclusive of our margin; they are not represented as, and do not purport to be, the net cost charged to us by any supplier or trade.	7.18		The Client can find further information of its legal rights on the Citizens Advice website: www.citizensadvice.org.uk .
7.14	Procurement in advance. Where you ask us, or accept our recommendation, to procure products or third-party goods or works ahead of installation, you expressly authorise and instruct us to place those orders at the time we consider necessary to meet your project timeline. You acknowledge that (a) we order in reliance on that instruction; and (b) our suppliers' and trades' own cancellation and return windows are limited and will usually have expired before your installation date. We are not a retailer and do not operate a change-of-mind returns or exchange service.	8	Fee and Payment	
7.15	Faye Robinson Interiors will receive percentage commission payments for supply through our all our nominated third party manufacturers and installers, not limited to but including supply on joinery, kitchen, doors, flooring and bathroom suppliers.	8.1		In consideration of the provision of Services and where applicable the supply of Goods, the Client shall pay to Faye Robinson the Fees as calculated and agreed in the Proposal.
7.16	To ensure quality assurance of any projects Faye Robinson reserves the right to request all goods are quality assurance checked by the client within 24 hours of delivery to site should the client wish to have deliveries sent to a personal address and not to a recommended third party. Faye Robinson does not accept liability for any damages reported outside of this	8.2		Unless otherwise agreed in writing, Faye Robinson shall invoice the Client:
		8.2.1		for a non refundable Deposit, when the Proposal has been issued to the Client for approval; and
		8.2.2		for the remainder of the Fee, as agreed in the Proposal.
		8.2.3		Where items are procured through Faye Robinson these items will be managed accordingly. The design fee proposal will not include an independent project management service and is for design service only as outlined in the design fee proposal.
		8.2.4		An additional fixed monthly fee or percentage fee quotation will be detailed and reviewed for any required site monitoring or co-ordination after design document submission as outlined in the proposal.
		8.3		The Client shall pay each invoice issued to it by Faye Robinson within 7 days of the date of such invoice, in full and in cleared funds in pounds sterling, by electronic transfer to the bank account nominated by Faye Robinson from time to time.
		8.4		The Fees are exclusive of VAT which shall be payable by the Client to Faye Robinson

in addition at the rate prescribed by law from time to time.

unforeseen costs. Prices given are valid for 30 days.

8.5 Without prejudice to any other right or remedy that Faye Robinson may have, if the Client fails to pay Faye Robinson on the due date for payment Faye Robinson may:

8.10 If the works are delayed or postponed for 6 months or more in any one stage through no fault of ours, we reserve the right to review and amend our fees and will notify you.

8.5.1 suspend the Services without any liability to the Client until such time as any overdue amount has been paid; and/or

8.11 Once the Services have commenced, if the Contract is terminated for any reason (except due to Faye Robinson's instruction or breach of the Contract) the Client shall be liable to pay Faye Robinson a minimum of 80% of that portion of the Fee that relates to Faye Robinson's design services (or such other higher amount that represents the work carried out to the date of termination).

8.5.2 charge a re-start fee for project commencement due to any delays caused by delayed payment; and/or

8.5.3 charge interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.5.3 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

9 Intellectual Property Rights & A.I. use

8.6 Faye Robinson is entitled to increase the Fees by providing notice to the Client:

9.1 All Intellectual Property Rights belonging to a party prior to the formation of the Contract will remain vested in that party.

8.6.1 to pass on any applicable increase in third party costs;

9.2 All Intellectual Property Rights in or arising out of or in connection with the Services, including any Intellectual Property Rights that subsist in any plans, shall be owned by Faye Robinson.

8.6.2 if any information provided by the Client is incorrect and such new information affects the quote; and/or

9.3 The Client warrants that it is the owner of all Intellectual Property Rights in any documents that it provides to Faye Robinson, and that Faye Robinson's use of such documents shall not infringe the Intellectual Property Rights of any third party.

8.6.3 if the Client unreasonably delays the Services.

8.7 The fee proposal will cover works to fall within a total period of up to a maximum of 12 months from design work commencement date or that detailed within the fee proposal, whichever is the lesser amount. Any works that fall outside of this time period will be subject to review /re-commencement fee.

9.4 We own and retain all intellectual property rights in any and all designs we create and all content on our Website.

8.8 Any additional specification information or drawings showing dimensions or otherwise requested by the client to facilitate self procurement of items will be done so at the sole discretion of Faye Robinson and at an additional charge outside that quoted within the fee proposal which is based on full procurement, unless otherwise stated.

9.5 Faye Robinson may take photographs of the Premises, and anything relating to the project progress along with final completion and installation photography and use such photographs for promotional purposes unless the Client advises Faye Robinson otherwise in writing prior to payment of the Deposit. Client's privacy will always be respected and photographs showing location or windows with clear views will not be used unless client approves.

8.9 Freight and delivery charges are sometimes not known until the end of the lead time, and prices of furnishings and other products are subject to change; we cannot be held liable for additional or

9.6 Our studio may use on occasion artificial intelligence tools to support internal operations, including drafting communications and research,. All AI-

	assisted work is reviewed, edited, and approved by a qualified team member before delivery. AI tools are not used to generate final creative concepts, specifications, or design documents without human oversight and professional judgement applied.				negligence; fraud or fraudulent misrepresentation; and breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
9.7	All deliverables produced by the studio — including but not limited to concept documents, mood boards, floor plans, technical drawings, specifications, schedules, and written materials — remain the intellectual property of the studio until full payment is received, and are subject to ongoing copyright protection thereafter. <i>Clients must not input any studio deliverable, in whole or in part, into any artificial intelligence tool, platform, or model. This includes but is not limited to AI image generators, language model tools, design platforms with AI features, or any tool whose terms of service permit the use of submitted content for model training.</i>	10.3			Faye Robinson shall not be liable for any loss suffered by the Client that: is not foreseeable; could have been avoided if the Client had taken reasonable action; and/or is a business loss.
	This restriction exists because:	10.4			Faye Robinson is not liable in circumstances where the Client is unhappy with the Services due to personal taste and Faye Robinson has carried out the Services in accordance with the Proposal.
	Most AI platforms retain the right to use submitted content to train or improve their models, even when a "private" setting is selected	10.5			Faye Robinson shall have no liability insofar as it has relied upon information provided by the Client and/or third parties (including Contractors and Trade Suppliers).
	Submitting studio deliverables to these tools may constitute unauthorised reproduction or distribution of copyrighted material	10.6			Faye Robinson's maximum liability under or in relation to the Contract (including in negligence) shall not exceed 25% of the fees for Faye Robinson's Services (excluding any fees for Goods).
	The studio cannot be responsible for the accuracy, quality, or legal standing of any AI-generated output that incorporates or is derived from our work	11			Termination
	If you are uncertain whether a specific tool complies with this clause, please contact us before use.	11.1			Faye Robinson may terminate the Contract at any time by providing 1 months' written notice to the Client.
	Breach of this clause may constitute copyright infringement and will be treated as a material breach of our agreement.	11.2			Faye Robinson may terminate the Contract immediately upon giving notice to the Client if:
10	Limitation of Liability	11.2.1			the Client commits a material breach of the Contract and such material breach is:
10.1	The Client shall obtain appropriate insurance cover for the duration of the provision of Services.	11.2.1.1			not capable of remedy; or
10.2	Nothing in these Conditions limits or excludes any liability which cannot legally be limited or excluded, including liability for: death or personal injury caused by	11.2.1.2			capable of remedy, and the breaching party fails to remedy the breach within 30 days after receipt of notice giving full particulars of the breach and requiring it to be remedied.
		11.2.2			the Client fails to make payment when it is due and still doesn't make payment within 7 days of Faye Robinson reminding the Client that payment is due;
		11.2.3			the Client doesn't provide Faye Robinson with information, cooperation or access that it needs to; or
		11.2.4			a Force Majeure Event continues for a period of 60 days or more.

12 Consequences of Termination

- 12.1 The termination of the Contract shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.
- 12.2 On termination of the Contract for any reason whatsoever:
- 12.2.1 Faye Robinson shall submit any outstanding invoices, which shall be payable immediately on receipt; and
- 12.2.2 any clause which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect.

13 General

- 13.1 **Force Majeure.** Neither party shall be liable to the other for any delay or non-performance of its obligations under the Contract arising from any Force Majeure Event, provided that it notifies the other party of the Force Majeure Event and the extent of any resulting delay or prevention and resumes performance of its obligations as soon as reasonably possible following the end of the Force Majeure Event.
- 13.2 **Notices.** Notices required to be given under the Contract shall be deemed to have been duly received:
- 13.2.1 if delivered personally when left at the registered address of the relevant party or otherwise the address notified by the recipient to the other party in writing;
- 13.2.2 if sent by pre-paid first class post or recorded delivery, at 9.00am on the second day (excluding weekends and public holidays) after posting;
- 13.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
- 13.2.4 if sent by email (to the email address notified to each party from time to time), when a formal response is received from the other party.
- 13.3 **Entire Agreement.** The Contract contains all the terms which the parties have agreed with respect to its subject matter and supersedes all previous agreements and understandings between the parties (whether oral or in writing) relating to such subject matter. Each party

acknowledges and agrees that it has not been induced to enter into the Contract by a statement or promise which it does not contain. All warranties, conditions and other terms (whether express or implied) which are not set out in the Contract are (to the fullest extent permitted by law) excluded from the Contract.

- 13.4 **Third Party Rights.** For the purposes of the Contracts (Rights of Third Parties) Act 1999 no person who is not a party to the Contract shall have any right to enjoy the benefit or enforce any of the terms of the Contract.

- 13.5 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).

- 13.6 **Governing Law and Jurisdiction.** The Contract shall be governed by English Law. The parties agree to submit to the exclusive jurisdiction of the English Courts in relation to any proceedings relating to any dispute or claim (including non-contractual disputes or claims) save that claims relating to intellectual property rights and for injunctive relief for breach of confidence may be sought in any competent jurisdiction.

- 13.7 **Complaints and Feedback.** The Client is entitled to submit any complaints to Faye Robinson, Faye Robinson will respond to such complaints within 14 days. Faye Robinson welcomes any feedback from the Client.

- 13.8 **Personal Data.** Faye Robinson will use the Client's personal data as set out in Faye Robinson's privacy policy that can be found at

<https://fayerobinsoninteriors.com/privacy-policy/>

Client printed name:

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Client signature:

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Date:

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