

# **TERMS AND CONDITIONS FOR JUBY DESIGN BY KIRSTIE LTD.**

## **1.0 Formation of Contract**

1.1 These Terms and Conditions, together with the estimate of works ("Estimate") provided by JUBY DESIGN BY KIRSTIE LTD, outline the services offered and form the entire agreement between JUBY DESIGN BY KIRSTIE LTD, a company registered in England and Wales (company number 11280635), and the Client (you). These terms apply once an appointment is made for JUBY DESIGN BY KIRSTIE LTD to provide services ("Services").

1.2 Before proceeding with the Services, please carefully read these terms and conditions. If you do not agree with these terms, please refrain from using JUBY DESIGN BY KIRSTIE LTD's services.

## **2.0 JUBY DESIGN BY KIRSTIE LTD Obligations**

2.1 JUBY DESIGN BY KIRSTIE LTD will endeavour to inform the client of the predicted timescales for works after the quotes are produced. All dates are approximate, and JUBY DESIGN BY KIRSTIE LTD will not be held responsible for any delays in completion.

2.2 JUBY DESIGN BY KIRSTIE LTD is responsible for organising third-party companies, firms, or individuals ("Third Party Suppliers") to perform certain work on behalf of the Client, such as decorating, building, carpet fitting, and other services as agreed.

2.3 In some cases, JUBY DESIGN BY KIRSTIE LTD may supply goods and materials directly to the Client. We warrant that such goods and materials will be of satisfactory quality and fit for their intended purpose.

## **3.0 Client Obligations**

3.1 The Client must ensure that the property is accessible to JUBY DESIGN BY KIRSTIE LTD and any Third Party Suppliers during the works.

3.2 The Client must ensure that utilities such as electricity and water are available for use at no cost to JUBY DESIGN BY KIRSTIE LTD throughout the duration of the works.

3.3 By agreeing to these terms, the Client acknowledges that they are fully aware of the work proceeding and confirm their satisfaction with all items discussed and quoted.

## **4.0 Delivery of Goods and Services**

4.1 JUBY DESIGN BY KIRSTIE LTD is not liable for delays caused by Third Party Suppliers, tradespeople, or sub-contractors.

4.2 The Client will be contacted one week prior to the delivery of furniture, goods, or services to arrange a mutually convenient date. JUBY DESIGN BY KIRSTIE LTD will make every effort to ensure timely delivery, but no refunds will be provided for delays beyond our control.

4.3 If the Client opts to collect ordered goods, they must sign a collection note. The Client will be responsible for the goods once collected.

## **5.0 Third Party Suppliers**

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

5.2 If requested, JUBY DESIGN BY KIRSTIE LTD may coordinate services and financial settlements with Third Party Suppliers on behalf of the Client, but the Client will remain responsible for the contractual relationship.

5.3 JUBY DESIGN BY KIRSTIE LTD is not responsible for forming any contractual relationship on behalf of the Client.

## **6.0 Payment & Billing Terms**

6.1 The charges for the Services are outlined in the Estimate or as amended by JUBY DESIGN BY KIRSTIE LTD and communicated to the Client.

6.2 Payments should be made by cash, debit/credit card, or bank transfer.

6.3 Products must be paid for in full before ordering, with a 7-day payment term.

6.4 Trade labour costs will be invoiced every 14 days, with a 7-day payment term.

6.5 Late payment charges will apply after 30 days from the invoice date.

6.6 If JUBY DESIGN BY KIRSTIE LTD needs to involve a debt recovery agency or instigate legal proceedings, the Client will be liable for any costs incurred.

## **7.0 Cancellation and Termination Policy**

7.1 The Client has the right to cancel the Contract up to seven working days after the day the Contract is concluded. A working day is any day other than weekends or public holidays.

7.2 The Client cannot cancel the Contract if the supply of Services begins before the end of the seven-day cancellation period, with the Client's agreement.

7.3 To cancel the Contract, the Client must notify JUBY DESIGN BY KIRSTIE LTD in writing via post or email at the contact details provided.

7.4 Upon cancellation, JUBY DESIGN BY KIRSTIE LTD will refund the Client for any Services within 30 days.

7.5 After the seven-day period, the Client may terminate the Contract by providing written notice to JUBY DESIGN BY KIRSTIE LTD. The Client will be liable for all Services provided up to the termination date, including any costs incurred.

7.6 A delay in enforcing a breach of contract does not waive the right to act on that breach in the future.

7.7 Termination does not affect the outstanding rights or obligations of either party.

## **8.0 Liability**

8.1 JUBY DESIGN BY KIRSTIE LTD is not liable for any loss, damage, or claims arising from incomplete or inaccurate information provided by the Client.

8.2 JUBY DESIGN BY KIRSTIE LTD is not liable for any unforeseeable loss,

including loss of profit or consequential damage, arising from the provision or non-provision of Services.

8.3 Neither party is liable for failure to perform duties due to circumstances beyond control, including natural disasters or adverse weather conditions.

8.4 The Client must report any complaints within 7 days of the relevant Services being provided.

8.5 These terms do not affect liability for death or personal injury caused by JUBY DESIGN BY KIRSTIE LTD's negligence, fraudulent misrepresentation, or the Client's statutory rights.

## **9.0 Data Protection**

9.1 JUBY DESIGN BY KIRSTIE LTD will use any personal information provided by the Client solely for providing Services or informing the Client about similar services unless agreed otherwise.

9.2 The Client may correct personal data or request deletion by contacting JUBY DESIGN BY KIRSTIE LTD at the provided address or email.

## **10.0 Copyright**

10.1 JUBY DESIGN BY KIRSTIE LTD owns the copyright, design rights, and intellectual property in any materials or documents produced for the Client in connection with the Services.

10.2 JUBY DESIGN BY KIRSTIE LTD may use photographs of the Client's property for marketing purposes.

10.3 The Client may use materials provided by JUBY DESIGN BY KIRSTIE LTD for personal purposes, but not for commercial use or reproduction.

## **11.0 General**

11.1 JUBY DESIGN BY KIRSTIE LTD may assign or subcontract the Contract for operational reasons. The Contract is not transferable by either party.

11.2 This Contract does not give any third party the right to enforce its provisions.

11.3 These terms and conditions are governed by English law, and any disputes will be subject to the jurisdiction of English courts.

## **12.0 Data Protection**

12.1 JUBY DESIGN BY KIRSTIE LTD protects the Client's personal data. No information will be shared with third parties unless agreed with the Client.

12.2 Personal data will be securely stored and accessible only to staff members.

12.3 Data will never be shared with other JUBY DESIGN BY KIRSTIE LTD clients.