



FIREFLY HOUSE DESIGN LIMITED TERMS & CONDITIONS

DEFINITIONS:

Our,Us,We: Firefly House Design Limited (Company Registration Number: 05536541) of Gable House, 239 Regents Park Road, Finchley, London N3 3LF

You, Your: the person or company requiring and using Our Services

Completion: the day on which We have confirmed that We have finished providing the Services to You and have received all payments due from the You.

Services: the interior design, project management and professional services that We agree to provide You in accordance with these T&C instructions and Our Quotation.

Quotation: the document and any schedule(s) annexed attached to these T&Cs providing an estimate of the price for the Services to be provided by Us to You and any subsequent amendments that We make to it.

T&Cs: these Terms and Conditions and any schedule(s) annexed.

We represent and warranty to the You that:

- (i) We will use reasonable endeavours to carry out the Services that We have agreed to provide You
- (ii) We will use reasonable skill and care compliant with industry standards when carrying out the Services that We have agreed to provide You

You represent and warranty to Us that:

- (i) You are authorised to sign the Quotation and the T&Cs and Your signature of the Quotation and T&Cs binds You, Your principal, Your subsidiaries, agents, staff, directors and shareholders (if any)
- (ii) You are authorised to seek Our Services on the premises on which the Services will be delivered
- (iii) You have the financial resources to meet Your commitments under the Quotation and the T&Cs

NOW IT IS HEREBY AGREED as follows:

1. Services

- .1 You engage Us to provide the Services to You in accordance with the Quotation and the T&Cs and any Schedule(s) annexed to either document.
- .2 Upon receiving a request from You for the Services that You require from Us, We will, within a reasonable timeframe review the contents of your request, make any necessary valuation and send You confirmation of the Services you require with a Quotation, and, unless the confirmation and Quotation sent by Us to You is disputed by You within 5 days of Your receipt of the same, this, together with the T&Cs and any schedule(s) annexed, become binding on You and Us.
- .3 Without prejudice to Our other rights under these T&Cs, We reserve the right to charge for any subsequent changes necessary as a result of Your failure to comply with the provisions of Sub-Clause 1.2.
- .4 The T&Cs and the Quotation are the only terms which will apply when You purchase Our Services. You may only vary the T&Cs and/or Quotation if there is a written agreement signed by us to that effect.

- .5 Our agents or anyone acting on Our behalf are not authorised to make any representations concerning Our Services unless confirmed by Us in writing.

2. Duration

The T&Cs shall commence with effect from the date of signing the Quotation until Completion or termination in accordance with the T&Cs.

3. Fee

- 3.1 Immediately upon signing the Quotation to use Our Services You shall make payment to Us as specified in the Quotation.
- 3.2 We may amend the price on the Quotation if matters arise of which We were not aware of at the time that We sent you the Quotation and which such matters affect the value of the Services that We provide you. Should We deem it necessary to amend the price on the Quotation We are providing you We will provide You with the amended Quotation in writing, and the amended Quotation will take precedence over the Quotation herein attached to these T&Cs.
- 3.3 Payment by You in accordance with the T&Cs and Quotation is deemed to have been made when the payment appears as cleared funds in Our bank account.

Without prejudice to Our other rights, We may charge interest at a rate of 8% per annum on all sums due but not paid by the times stipulated in the Quotation. Interest shall be charged on a daily basis until the day that payment is made by You and interest shall accrue should the payment by You not clear in Our bank account.

4. Termination

Without limitation, We may by notice in writing, immediately terminate the T&Cs if You shall:

- 4.1 fail to render payment to Us in accordance with the terms of the Quotation and the T&Cs
- 4.2 be in breach of any of the terms of the Quotation or T&Cs which in the case of a breach capable of remedy is not remedied by You within 14 days of receipt by You of a notice from Us specifying the breach and requiring its remedy;

Either Party may, for any reason, terminate the T&Cs by the giving of 30 days written notice.

Termination of the T&Cs under this Clause shall not absolve You from Your duties under Clause 3 of the T&Cs.

5. Limitations

In the event that You make a successful claim for compensation against Us, Our liability shall be limited to the value of the payments made by You to Us under the Quotation and the T&Cs. This does not affect the rights You are entitled to in cases of personal injury or death arising as a result of negligence.

6. Relationship between the Parties

- 6.1 Our relationship to You will be that of independent interior design provider and associated project management and professional services
- 6.2 We will not hold Ourselves out as Your agent, and will not have any authority to act on Your behalf to conclude any contracts or incur any obligation or liability on behalf of or binding upon You or to sign any document on Your behalf.

7. Notices

Any notice required by the T&Cs to be given by either Party to the other shall be in writing and shall be served by sending the same by registered post or recorded delivery to the last known address of the other party and any receipt issued by the postal authorities shall be conclusive evidence of the fact and date of posting any such notice.

8. Severability

In the event that any of the provisions of the T&Cs shall be determined illegal, invalid, void or unenforceable, such provision shall be deemed deleted from the T&Cs and the remaining provisions of the T&Cs shall continue in full force and effect.

9. Force Majeure

In the event that We are rendered unable to carry out the whole or any part of Our obligations under the T&Cs for any reason beyond Our control, including but not limited to national emergencies, prohibitions, decrees or restraints by governmental authorities, acts of God, force majeure, strikes, war, riot and any other causes of such nature, then the performance of Our obligations hereunder as the case may be and as they are affected by such cause, shall be excused from the date that notice of such inability is given by Us and during the continuance of any inability so caused, but if such inability shall not cease within sixty (60) days from the date of the aforesaid notice, the T&Cs shall be terminated without prejudice to any accrued rights of the Parties.

10. Miscellaneous

10.1 Clause headings are inserted in the T&Cs for convenience only and shall not be taken into account in the interpretation of the T&Cs.

10.2 The T&Cs together with the Quotation shall constitute the entire agreement between the Parties for the Services. Any variation shall be in writing and signed by authorised signatories for both Parties.

10.3 If We do not enforce a term of the T&Cs or Quotation now, We are not prevented from doing so at a later stage.

10.5 A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the T&Cs and/or Quotation but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

10.4 The T&Cs and Quotation shall be governed by English law. The English Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with the T&Cs and/or Quotation.