

Terms and Conditions Louise Misell Interiors Ltd Company number 13272519

Free Introductory Telephone Call

The service is free for up to 20 minutes only.

We will do our utmost to call you at the date and time agreed on your online booking, however, we cannot accept any liability for loss (financial or otherwise) if, for reasons beyond our control, the call cannot take place as booked.

Home Consultation

The above service includes travel within 30 minutes of our business address. We are happy to travel further to see you, but any travel time over 30 minutes will be charged at our hourly rate and applies to both the outward and return journeys.

The home consultation fee is payable before the home consultation takes place. The home consultation can be used as a stand-alone service, with no requirement to purchase another service from us. If further work is needed, it will be charged at an agreed rate. Receiving the home consultation does not guarantee further work. Once booked, the home consultation can be rescheduled or cancelled up to 48 hours before the appointment. Any requests to reschedule or cancel within 48 hours before the appointment will be agreed to at the discretion of Louise Misell Interiors Ltd. and will incur a £100 fee. Once the home consultation has taken place, no refunds will be given.

Virtual Consultation

We will do our utmost to call/contact you at the date and time agreed on your online booking, however, we cannot accept any liability for loss (financial or otherwise) if, for reasons beyond our control, the call cannot take place as booked.

Interior Design

The client must have received the Home Consultation service before taking up the Interior Design or Project Management service, as these services cannot be purchased separately.

Online Interior Design

The client must have received the Virtual Consultation service before taking up the Online Interior Design service, as this service cannot be purchased separately.

Online interior design will be carried out over email with online video meetings as needed.

Project Management

The contract for any work carried out is between you and the tradespersons carrying out the work. Although we will do our best to resolve any issues, we cannot be held responsible for any delays or problems arising from their work. We take no payment from the tradespeople we recommend.

We are covered by professional indemnity and public liability insurance.

Bookings

You have a right to cancel bookings within 14 days of making the booking without giving a reason. Cancellations must be made in writing e.g. by post or email. You may use the model cancellation form below but you are not required to. Cancellation notices can be sent to <u>hello@louisemisellinteriors.co.uk</u> If you cancel we will refund your payment except for costs already incurred to your original payment method unless otherwise agreed. We will make the refund within 14 days of the notice of your decision to cancel. If you need to reschedule your booking, one week's notice is required.

Model cancellation form

To: Louise Misell Interiors Ltd, <u>hello@louisemisellinteriors.co.uk</u> I hereby give notice that I cancel my contract of sale for the supply of the following service.

Ordered on: Name of consumer: Address of consumer: Signature of consumer (if on paper): Date:

Website Terms & Conditions of Use

These terms and conditions apply between you, (the User) of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and Louise Misell Interiors Ltd, the owner and operator of this Website. Please read the following terms and conditions carefully, as they regulate your use of the site, our services and the use of the online booking system. By continuing to use any part of the site you are agreeing to be bound by these terms and conditions.

You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

Intellectual Property and Acceptable Use

All content on the Website, is the property of Louise Misell Interiors Ltd, and other relevant third parties. Content means any text, graphics, images, audio, video, software, data compilations,

page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users.

By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission. You may, for your own personal, non-commercial use only, do the following:

- a. retrieve, display and view the Content on a computer screen;
- b. print one copy of the content.

You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of Louise Misell Interiors Ltd.

Prohibited Use

You may not use the Website for the following purposes:

- a. in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;
- b. any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, or governmental order;
- c. making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

Links to Other Websites

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Louise Misell Interiors Ltd. or that of our affiliates.

We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.

The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

Privacy Policy

Use of the Website is also governed by our Privacy Policy, which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, please click on the following:

https://louisemisellinteriors.co.uk/media/Privacy_Policy.pdf.

Availability of the Website and Disclaimers

Any online facilities, tools, services or information that Louise Misell Interiors Ltd. makes available through the Website (the Service) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum

extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Louise Misell Interiors Ltd. is under no obligation to update information on the Website.

Whilst Louise Misell Interiors Ltd. uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guarantee in that regard and all Users take responsibility for their own security, that of their personal details and their computers.

Louise Misell Interiors Ltd. accepts no liability for any disruption or non-availability of the Website.

Louise Misell Interiors Ltd. reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

Limitation of Liability

Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

To the maximum extent permitted by law, Louise Misell Interiors Ltd. accepts no liability for any of the following:

- a. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities:
- b. Loss or corruption of any data, database or software;
- c. any special, indirect or consequential loss or damage.

General

You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.

These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.

These terms and conditions together with the Privacy Policy and Cookies Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.

The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.

If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.

Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

Louise Misell Interiors Ltd. of 13 Pen-y-Lan Terrace, Penylan, Cardiff, CF23 9EU operates the Website <u>www.louisemisellinteriors.co.uk</u>. You can contact Louise Misell Interiors Ltd. by email at hello@louisemisellinteriors.co.uk.