



Terms and Conditions

Free Introductory Telephone Chat

The service is free for up to 15 minutes only.

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

Home Consultation

The above service includes travel within a 10 mile radius of my business address. I'm happy to travel further to see you, but any travel time over 10 miles will be charged at my 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 me. If further work is needed, it will be charged at an agreed rate.

Interior Design Scheme

The client must have received the Home Consultation service before the Interior Design Scheme, as this service cannot be purchased separately.

Online Interior Design

Online interior design will be carried out over email. The fixed fee online interior design package includes the complete design of one room, including one set of 2D visuals, a scale floorplan and a private Pinterest board with links so that you can purchase all items. One hours worth of follow up work is included for making changes to the scheme, and sourcing additional or alternative items. The online interior design fee covers a two month period from an agreed start date. Any additional design work outside of this time period will be charged at my hourly rate.

Procurement

As I pass on my trade discounts to the client, any defects or problems with any of the goods supplied remain the responsibility of the supplier. In the event of a problem, I will liaise with the supplier and do my best to rectify the situation to your satisfaction, but am not financially liable for any loss resulting from faulty or goods not as advertised. The procurement service is not available to those purchasing the online interior design package.

Installation Management

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

I am covered by my own professional indemnity and public liability insurances.

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, the owner and operator of this Website. Please read the following terms and conditions carefully, as they regulate your use of the site, my 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, my affiliates 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.

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, 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 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 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 is under no obligation to update information on the Website.

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

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

Louise Misell 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 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 of 13 Pen-y-Lan Terrace, Penylan, Cardiff, CF23 9EU operates the Website www.louisemisellinteriors.co.uk. You can contact Louise Misell by email at louise@louisemisellinteriors.co.uk.