

Terms & Conditions

These Terms and Conditions apply to all Services provided by us, Michelle Lyons Interiors LTD, a company registered in England and Wales under number 12313220, whose registered address is at 3 Loomsway, Irby, Wirral, CH61 4UD. (referred to as “we/us/our”).

1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following terms have the following meanings:
 - “Consumer” is as defined in the Consumer Rights Act 2015;
 - “Contract” means the contract formed between you and us, as detailed in clause 2;
 - “Client/You/Your” means you, the Consumer, firm or corporate body purchasing the Services;
 - “Products”, where applicable, means the products, including e-products such as e-books and courses, to be provided by us to you as detailed in our Proposal or as ordered by you via our Website;
 - “Proposal” means our estimate for providing the interior design Services, which unless otherwise stated, remains open for acceptance for a period of 30 days and constitutes our entire scope of works. This may be by way of a formal fee proposal or an email confirmation;
 - “Services” means the interior design services to be provided by us to you as detailed in our Proposal; and
 - “Website” means www.michellelyonsinteriors.co.uk
- 1.2 Each reference in these Terms and Conditions to:
 - 1.2.1 “writing” and “written” includes emails;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions as may be amended or supplemented at the relevant time;
 - 1.2.4 a clause is a reference to a clause of these Terms and Conditions; and
 - 1.2.5 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.
- 1.3 The headings used in these Terms and Conditions are for convenience only and will have no effect on their interpretation.
- 1.4 Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other gender. References to persons shall include corporations.

2. How the Contract is Formed

- 2.1 These Terms and Conditions govern the sale of all Services and Products provided by us and will form the basis of the Contract between you and us.
- 2.2 Following our initial consultation, we will provide you with a Proposal for the Services and/or Products you have requested. This will be based on the brief given by you at this initial consultation (or received in our welcome questionnaire). All details of the project or any relevant information must be given to us fully and to the best of your knowledge. A legally binding Contract between you and us will be created when you accept our Proposal. Before accepting our Proposal, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask us for clarification. No terms or conditions issued or referred to by you in any form will in any way vary or add to these Terms and Conditions unless we agree otherwise in writing.
- 2.3 You may be able to purchase Products directly from our Website. In this event, our Website will guide you through the ordering process. Your order constitutes a contractual offer that we may, at our sole discretion, accept. All orders are subject to acceptance by us and we will confirm such acceptance to you by sending you an email that confirms that the order has been successfully processed (“the Order Confirmation”). The Contract between us will only be formed when we send you the Order Confirmation. The Order Confirmation will contain full details of the Product(s) ordered, the price (including any taxes and other additional charges), and where applicable, the estimated date on which the Product(s) will be delivered.
- 2.4 Any Proposal we may send is based on the information provided us at the time we prepare it. If any errors or discrepancies become evident which affect our price, we reserve the right to make adjustments to it.

3. Interior Design Services

- 3.1 We will ensure that our Services are provided with reasonable care and skill and in accordance with best trade practice. Our Services, and any guidance we provide, will be from an interior design perspective only; you must gain specialist advice from architects, building control, structural engineers or other specialist contractors or trades where applicable.
- 3.2 We will provide you with a number of designs which will need to be approved by you in writing. We will accommodate a maximum of two revisions to your chosen design. Any further alterations, any changes to the original brief, any changes required after you have approved the design, works required outside of our normal working hours (Monday to Friday, 9am – 5pm excluding bank holidays) or any additional visits required above the

allowance included for in our Proposal will be chargeable at our hourly rate applicable at the time.

- 3.3 Any designs/proposals/mood boards that are created by ML Interiors in the planning stages of the project remain in full ownership of ML Interiors until the plans are approved and ML Interiors is hired to materialise the designs. Any designs/proposals/mood boards that are not accepted by the client, or if ML Interiors is not hired, remain in full ownership of ML Interiors and cannot be used in any external circumstance by the client.
- 3.4 If you require any additional services after accepting our Proposal, we will provide you with a further Proposal, which must be accepted by you in writing before we will proceed.
- 3.5 We may provide sketches or impressions before or during the provision of the Services. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the works to be provided, nor to guarantee specific results and is not to be used for construction purposes unless specifically issued as such.
- 3.6 It is your responsibility to check all dimensions and measurements set out in any plans we provide and it is the builder or contractor's responsibility to report any discrepancies to us prior to any construction or building work starting.
- 3.7 If we are asked to provide lighting, heating, flooring or other plans, we will produce these as guidance only from a design point of view. It will be the relevant contractor's responsibility to ensure the work from the plans we have created is safe and practical.
- 3.8 We will provide our designs and plans digitally and have included for this in our Proposal. If you require printed materials, we will charge for our costs in providing these.
- 3.9 We may provide suggestions for products or other services to be provided as part of your project. You are under no obligation to accept these suggestions but if you decide to, you will need to ensure the relevant supplier is suitable for your needs. A separate contractual relationship will be created between you and the supplier, under separate terms and conditions. You will be responsible for making arrangements and paying the supplier directly and they will be liable to you directly for their actions or inactions.
- 3.10 We may agree to coordinate the ordering of products for your design. We cannot be held responsible for arranging repairs, replacements, returns or freight claims for purchases you have made. We strive to select furniture and accessories and brands with good reputations; however, will not be held responsible for the quality of any furniture or accessory that we select or propose.
- 3.11 If we agree to meet with you, we reserve the right to charge for our mileage and travelling time. Mileage will be charged at 90p per mile unless otherwise agreed. We require a minimum of 48 hours' notice if the agreed meeting date or time is to be changed. If we receive less than 48 hours' notice, we reserve the right to charge for any costs incurred by us.
- 3.12 Any timescales we provide are for guidance only and are not of the essence of the Contract.

4. Products

- 4.1 We make all reasonable efforts to ensure that all descriptions and illustrations of Products available from us correspond to the actual Products that you will receive. Please note, however, that images shown on our Website or in our marketing literature are for illustrative purposes only. There may be slight variations between the image of an item and the actual Product sold due to differences in computer displays and lighting conditions.
- 4.2 Please note that clause 4.1 does not exclude our responsibility for mistakes due to negligence on our part and refers only to minor discrepancies. Please refer to clause 7 if the Products are incorrect.
- 4.3 All Products purchased through our Website will normally be delivered within 30 calendar days of the date of our Order Confirmation unless otherwise agreed (subject to events outside of our control).
- 4.4 In the unlikely event that we fail to deliver the Products within 30 calendar days of our Order Confirmation (except as detailed in clause 4.3), you may cancel your order immediately if we have refused to deliver your Products or if you told us when ordering the Products that delivery within that time period was essential.
- 4.5 If you do not wish to cancel under clause 5.4 or if none of the specified circumstances apply, you may specify a new (reasonable) delivery date. If we fail to meet the new deadline, you may then cancel your order.
- 4.6 Delivery shall be deemed complete once we have delivered the Products to the address provided in your order.
- 4.7 If we are unable to deliver the Products on the delivery date (if, for example, no one is available at your address to receive the Products) we will leave a note informing you that the Products have been returned to our premises, requesting that you contact us to arrange re-delivery. The re-delivery will be chargeable.
- 4.8 The risk in the Products shall remain with us until they come into your physical possession.
- 4.9 Ownership of the Products passes to you once we have received payment in full of all sums due (including any applicable delivery charges).
- 4.10 If your order is for an e-Product, such as a course or e-book, the paid content will be made available to you immediately when we send you our Order Confirmation and will continue to be available until you end the Contract.
- 4.11 Where any updates are made to paid content, it will continue to match our description of it as provided to you before you purchased the paid content. Please note that this does not prevent us from enhancing the paid content, and so going beyond the original description.
- 4.12 When you place an order for an e-Product, you will be required to expressly acknowledge that you wish the paid content to be made available to you immediately. You will also be required to expressly acknowledge that by accessing (e.g. streaming) the paid content, you will lose your legal right to cancel if you change your mind (the "cooling-off period"). Please see clause 8.5 for more information.
- 4.13 In some limited circumstances, we may need to suspend the provision of paid content (in full or in part) to fix technical problems, make necessary minor technical changes or update the paid content to comply with relevant changes in the law or other regulatory requirements.

- 4.14 If we need to suspend availability of the paid content for any of the reasons set out in clause 5.13, we will inform you in advance of the suspension and explain why it is necessary (unless we need to suspend availability for urgent or emergency reasons such as a dangerous problem with the paid content, in which case we will inform you as soon as reasonably possible after suspension). If this occurs, your access to the paid content will be extended by a period equivalent to the length of the suspension (unless the period of suspension is less than 5 days). The suspension will not last for more than 14 days.
- 4.15 We may suspend provision of the paid content if we do not receive payment on time from you. We will inform you of the non-payment on the due date, however, if you do not make payment within 48 hours of our notice, we may suspend provision of the paid content until we have received all outstanding sums due from you. If we do suspend provision of the paid content, we will inform you of the suspension.

5. Price and Payment

- 5.1 Our standard payment terms for projects over £500 are as follows:
- 5.1.1 50% of the quoted fee is payable as a deposit once our Proposal is accepted. We will be unable to commence the works until this deposit has been paid in full;
- 5.1.2 The remaining quoted fee (if any) is payable on completion of the design and before any drawings and plans we have produced are sent to you or your chosen contractors to begin the works, where applicable.
- 5.2 We reserve the right to issue additional progress invoices and the final invoice at any time, if the Services are delayed through no fault of our own. We also reserve the right to request 100% of the quoted fee up front at our sole discretion and for projects under £500 and will specify this in the Proposal.
- 5.3 The Services will be deemed complete, and the final invoice will be issued, once our design has been provided. We may include for additional advice and support for a maximum of 2 weeks after we have issued the final documents and if this is the case, we will set this out our Proposal. If you require further support, this will be chargeable at our standard hourly rate.
- 5.4 Unless otherwise agreed, our hourly rates are as follows:
- 5.4.1 Director £100;
- 5.4.2 Senior associate £90;
- 5.4.3 Associate £80;
- 5.4.4 Assistant £50
- 5.4.5 Office manager £50.
- 5.5 All quoted prices include VAT where applicable.
- 5.6 All invoices are payable immediately or within 7 calendar days from the date of invoice, without set-off, withholding or deduction.
- 5.7 We make all reasonable efforts to ensure that any prices shown on our Website are correct at the time of going online. All prices are checked by us before we accept your order. In the unlikely event that we have shown incorrect pricing information, we will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your order, we will simply charge you the lower amount and continue processing your order. If the correct price is higher, we will give you the option to purchase the Products at the correct price or to cancel your order (or the affected part of it). We will not proceed with processing your order in this case until you respond. If we do not receive a response from you within 48 hours, we will treat your order as cancelled and notify you of this in writing.
- 5.8 If we discover an error in the price or description of the Products on our Website after your order is processed, we will inform you immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract and receive a refund if this happens.
- 5.9 If you do not make payment to us by the due date, we will stop providing our Services and will charge you interest on the overdue sum at the rate of 4% per annum above the Bank of England base lending rate from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, both before or after judgment. This will not apply if you have promptly contacted us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.
- 5.10 Should the works be delayed or postponed for a period of 6 months or more in any one stage, through no fault of our own, we reserve the right to review and amend our fees and will notify you of this.
- 5.11 All orders placed via our Website must always be paid for in advance and will be taken we process your order and send you an Order Confirmation (this usually occurs immediately, and you will be shown a message confirming your payment). All payments have to be made using our chosen payment gateway provider, such as PayPal. Payments will go through this payment gateway provider's website. No credit or debit card information is provided to us and completion of the transaction will be subject to you agreeing to the payment gateway provider's terms and conditions. A separate contractual relationship will be created between you and the payment gateway provider and we cannot be held responsible for their actions or lack of actions.

6. Problems with Products

- 6.1 By law, we must provide Products that are of satisfactory quality, fit for purpose and as described. If any Products you have purchased do not comply, please contact us as soon as reasonably possible to inform us of the problem.
- 6.2 In the case of physical Products ordered:
- 6.2.1 Beginning on the day that you receive the Products, you have a 30-calendar day right to reject the Products and to receive a full refund or replacement if they do not conform as stated above;
- 6.2.2 If the packaging is damaged on delivery, please contact us within 48 hours of delivery so we can investigate the issue with the delivery company;

- 6.2.3 To return Products to us for any reason under this clause 7, please contact us to arrange for a return. You will need to return the Products together with the original packaging where possible. If you no longer have the original packaging, please ensure you have well protected the Products;
- 6.2.4 On receipt of the returned Products, if we prove them to be faulty, damaged or incorrect, we will provide you with a replacement within a reasonable time and will reimburse you for the postage costs in returning them to us;
- 6.2.5 In certain circumstances, where a replacement is impossible or otherwise disproportionate, we may instead offer you a full refund, including any delivery costs paid by you when the Products were originally purchased;
- 6.2.6 If you request a replacement during the 30-calendar day rejection period, that period will be suspended while we carry out the replacement and will resume on the day that you receive the replacement Products;
- 6.2.7 Please note that you will not be eligible to claim under this clause 7 if we informed you of the fault(s), damage or other problems with the Products before you purchased them (and it is because of the same issue that you now wish to return them); you have purchased the Products for an unsuitable purpose that is neither obvious nor made known to us and the problem has resulted from your use of the Products for that purpose; or the problem is the result of normal wear and tear, misuse or intentional or careless damage.
- 6.2.8 Please also note that you may not return Products to us under this clause 7 merely because you have changed your mind. If you are a consumer in the European Union you have a legal right to a 14 calendar day cooling off period within which you can return Products for this reason. Please refer to clause 8 for more details.
- 6.3 In the case of e-Products ordered:
 - 6.3.1 If the paid content has faults, you will be entitled to a repair or a replacement;
 - 6.3.2 If we cannot fix the problem, or if it has not been (or cannot be) fixed within a reasonable time and without significant inconvenience to you, you may be entitled to a full or partial refund;
 - 6.3.3 Please note that we will not be liable if we informed you of the fault(s) or other problems with particular paid content before you accessed it and it is that same issue that has now caused the problem (for example, if the paid content in question is an alpha or beta version and we warned you that it may contain faults); if you have purchased the paid content for an unsuitable purpose that is neither obvious nor made known to us and the problem resulted from your use of the paid content for that purpose; or if the problem is the result of misuse or intentional or careless damage.
- 6.4 Refunds under this clause 7 will be issued within 14 calendar days of the day on which we agree that you are entitled to the refund, using the same payment method that you used when purchasing the Products, unless you specifically request that we make a refund using a different method.
- 6.5 For further information on your rights as a consumer, please contact your local Citizens' Advice Bureau or Trading Standards Office.

7. Cancellation Within the Cooling Off Period

- 7.1 If you are a Consumer, you have a statutory right to a "cooling off" period within which you can cancel the Contract for any reason, including if you have changed your mind, and receive a refund.
- 7.2 In the case of Services, this period begins once the Contract between you and us is formed and ends at the end of 14 calendar days after that date. If you wish to cancel the Contract within the cooling off period, you should inform us immediately by post or email.
- 7.3 If you wish for our Services to start within the cooling off period, you must make an express request for us to do so. You acknowledge and agree that if you do so, you will lose your right to cancel if our Services are completed within the 14 day cooling off period. If we have begun providing our Services, you will be required to pay for the Services we have provided up to the point at which you inform us of your wish to cancel.
- 7.4 In the case of physical Products:
 - 7.4.1 the period begins once we have sent you your Order Confirmation (i.e. when the Contract between you and us is formed) and if the Products are being delivered to you in a single instalment (whether single or multiple items), the cooling off period ends 14 calendar days after the day on which you receive the Products. If the Products are being delivered in separate instalments on separate days, the cooling off period ends 14 calendar days after the day on which you receive the final instalment of Products;
 - 7.4.2 Please ensure that you return Products to us no more than 14 calendar days after the day on which you have informed us that you wish to cancel under this clause 8;
 - 7.4.3 You may return Products to us by post or another suitable delivery service of your choice to our returns address provided with the Products. Please note that you must bear the costs of returning Products to us if cancelling under this clause 8;
 - 7.4.4 Refunds under this clause will be issued to you within 14 calendar days from the day on which we receive the Products back; or the day on which you inform us (supplying evidence) that you have sent the Products back; or if we have not yet dispatched the Products, the day on which you inform us that you wish to cancel the Contract;
 - 7.4.5 Refunds may be reduced for any diminished value in the Products resulting from your excessive handling of them. Excessive handling means any more handling than is reasonably required to ascertain the nature and characteristics of the Products in question (e.g. no more than would be permitted in a shop). Please note that if we issue a refund before we have received the Products and have had a chance to inspect

them, we may subsequently charge you an appropriate sum if we find that the Products have been handled in a way that would otherwise entitle us to reduce your refund.

- 7.5 In the case of e-Products:
- 7.5.1 the period begins once we have sent you your Order Confirmation (i.e. when the Contract between you and us is formed) and ends when you access (e.g. download or stream) the paid content, or 14 calendar days after the date of our Order Confirmation, whichever occurs first;
 - 7.5.2 After the cooling-off period, you may cancel your access to the paid content at any time, however, we cannot offer any refunds and you will continue to have access to the paid content up until the renewal or expiry date, as applicable, when the Contract will end;
 - 7.5.3 If you purchase e-Products by mistake, please inform us as soon as possible and do not attempt to access any paid content. Provided you have not accessed any paid content, we will be able to cancel the Contract and issue a full refund. If you have accessed any paid content, we will not be able to offer any refund and you will continue to have access to the paid content up until the renewal or expiry date, as applicable.
- 7.6 If you wish to exercise your right to cancel under this clause 8, you may inform us of your cancellation in any way you wish. You may use our Model Cancellation Form, but you do not have to. To meet the cancellation deadline, it is sufficient for you to send your cancellation notice before the cancellation period has expired. If you do so, we will refund any sums paid to us under the Contract within 14 days, using the same method you used to make payment, unless you request otherwise.

8. Cancellation After the Cooling Off Period and for Business Clients

- 8.1 After the expiry of the cooling off period set out in clause 8 or if you are not a Consumer, you are required to provide us with a minimum of 14 days' written notice if you wish to cancel the Contract. In the event of cancellation, we will invoice you for the Services provided up to the date of cancellation. Upon receipt of payment, we will hand over all works completed by us up to the date of cancellation in relation to the Contract.
- 8.2 Either Party may cancel the Contract immediately if the other:
- 8.2.1 has committed a material breach of this Contract, unless the breach is capable of remedy, in which case this right to terminate will be exercisable if the other Party has failed to remedy the breach within 14 days after a written notice to do so; or
 - 8.2.2 goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.
- 8.3 Cancellation of the Contract for any reason will not affect the rights and liabilities of the Parties already accrued at that time and any clauses that are stated to continue in force after termination will not be effected.
- 8.4 We will be working with the client's budget. On occasion, freight and delivery charges are not known until the end of the lead-time. Prices of furnishings and other products are subject to change. We cannot be held liable for additional or unforeseen costs.
- 8.5 Delays due to contractors/builders or site delays whilst we are undertaking a project management role cannot be claimed against us.

9. Our Liability

- 9.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 9.2 If you are not a Consumer, we will not be responsible to you for any loss of profit, loss of business, interruption to business, loss of any business opportunity or for any other indirect or consequential loss. In the event of a breach by us of our express obligations under these Terms and Conditions, your remedies will be limited to damages, which in any event, will not exceed the fees paid by you for the Services.
- 9.3 We will use our own exclusive judgement when deciding upon artistic factors required for the provision of the Services. To the extent permissible by law, we will not accept liability, and no refunds will be offered, in the unlikely event that you are dissatisfied due to a matter of personal taste.
- 9.4 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 9.5 Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer, where applicable. For more details on your legal rights, please refer to your local Citizens' Advice Bureau or Trading Standards Office.
- 9.6 We include for Public and Products Liability and Professional Indemnity Insurance. Details are available on request.
- 9.7 We may provide referrals or recommendations to other companies. Please be aware that we may receive commission payments from these companies. However, the decision regarding their suitability rests with you and we accept no liability for their actions or lack of actions.
- 9.8 We cannot be held responsible for issues or defects in our Services where we have relied on information provided by you or other companies instructed by you.

10. Intellectual Property Rights

- 10.1 We own (and retain) all intellectual property rights subsisting in any and all designs we create and all content on our Website.
- 10.2 Provided payment is made in accordance with the terms of payment above, we will grant you a non-exclusive

licence to use the intellectual property the subject of the Contract, only for the purposes for which we are engaged by you. The licence will become effective once the final design is provided. You may not sub-licence these intellectual property rights without our prior written permission.

- 10.3 We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of our intellectual property rights.
- 10.4 Any licence granted shall be automatically revoked if you breach any of these terms and conditions or if the Contract is cancelled in accordance with clauses 7, 8 or 9.
- 10.5 The licence will apply only to the final design and will not extend to any draft concepts, images, designs or other material viewed by you. These cannot be used without our express permission.
- 10.6 We will issue designs in our standard, non-editable format only. If you require CAD or other information which could be manipulated by others, please inform us in advance. We will only issue these at our sole discretion and subject to the acceptance of our Professional Indemnity insurers and this will be chargeable (typically at the remaining fee for the total project phase).
- 10.7 You warrant that any document given to us will not cause us to infringe the intellectual property or other legal rights of any third party.
- 10.8 We reserve the right to use any design created by us and take photographs of the property for our own promotional purposes. Please advise us when accepting our Proposal if you do not agree to this.

11. Events Outside of Our Control (Force Majeure): We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism or war, governmental action, epidemic or other natural disaster, or any other event that is beyond our control.

12. Complaints and Feedback

- 12.1 We always welcome feedback from our clients and, whilst we always use all reasonable endeavours to ensure that your experience as a client of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint.
- 12.2 If you wish to complain about any aspect of your dealings with us, please contact us in writing in the first instance. We will respond to your complaint within 14 days.

13. How We Use Your Personal Information: All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the General Data Protection Regulation 2016 ("GDPR") and your rights under the GDPR.

14. Other Important Terms

- 14.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if we sell our business). If this occurs you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms will be transferred to the third party who will remain bound by them.
- 14.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.
- 14.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 14.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) will be deemed severed from the remainder of these Terms and Conditions and the remainder will be valid and enforceable.
- 14.5 No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.
- 14.6 Expenses will occur if the project is unexpectedly or untimely ceased and ML Interiors are no longer involved. The expenses will be calculated dependant on mileage (50p/mile) & time spent by ML Interiors during the time of ML Interiors involvement.

15. Governing Law and Jurisdiction

- 15.1 These Terms and Conditions (and the Contract), including any non-contractual matters and obligations arising from them or associated with them, will be governed by, and construed in accordance with, the laws of England and Wales.
- 15.2 Any dispute, controversy, proceedings or claim between us and you relating to these Terms and Conditions (or the Contract) (including any non-contractual matters and obligations arising from them or associated with them) will fall within the jurisdiction of the courts of England and Wales.

Privacy Policy

We understand that your privacy is important to you and that you care about how your personal data is used and shared online. We respect and value the privacy of everyone who visits this website, www.snuginteriordesign.co.uk ("our Site") and will only collect and use personal data in ways that are described here, and in a manner that is consistent with our obligations and your rights under the law.

Please read this Privacy Policy carefully and ensure that you understand it. Your acceptance of our Privacy Policy is deemed to occur upon your first use of our Site. If you do not accept and agree with this Privacy Policy, you must stop using our Site immediately.

16. Definitions and Interpretation

In this Policy, the following terms shall have the following meanings:

"Cookie" means a small text file placed on your computer or device by our Site when you visit certain parts of our Site and/or when you use certain features of our Site. Details of the Cookies used by our Site are set out in clause 13, below;

"Personal data" means any and all data that relates to an identifiable person who can be directly or indirectly identified from that data. In this case, it means personal data that you give to us via our Site. This definition shall, where applicable, incorporate the definitions provided in the General Data Protection Regulation 2016/679 ("GDPR"); and

"We/Us/Our" means Snug Interior Design Limited, a company registered in England and Wales under company number 12313220, whose registered address is at 23a Hawthorne Drive, Heswall, Wirral, CH61 6UP.

17. Information About Us

17.1 We own and operate this Site.

17.2 Our main point of contact for data protection related queries is Lindsay and they can be contacted by email at michelle@michellyonsinteriors.co.uk

18. What Does This Policy Cover?

This Privacy Policy applies only to your use of our Site. Our Site may contain links to other websites. Please note that we have no control over how your data is collected, stored or used by other websites and we advise you to check the privacy policies of any such websites before providing any data to them.

19. Your Rights

19.1 As a data subject, you have the following rights under the GDPR, which this Policy and our use of personal data have been designed to uphold:

19.1.1 The right to be informed about our collection and use of personal data;

19.1.2 The right of access to the personal data we hold about you (see clause 12);

19.1.3 The right to rectification if any personal data we hold about you is inaccurate or incomplete (please contact us using the details in clause 14);

19.1.4 The right to be forgotten – i.e. the right to ask us to delete any personal data we hold about you (we only hold your personal data for a limited time, as explained in clause 6 but if you would like us to delete it sooner, please contact us using the details in clause 14);

19.1.5 The right to restrict (i.e. prevent) the processing of your personal data;

19.1.6 The right to data portability (obtaining a copy of your personal data to re-use with another service or organisation);

19.1.7 The right to object to us using your personal data for particular purposes; and

19.1.8 Rights with respect to automated decision making and profiling.

19.2 If you have any cause for complaint about our use of your personal data, please contact us using the details provided in clause 14 and we will do our best to solve the problem for you. If we are unable to help, you also have the right to lodge a complaint with the UK's supervisory authority, the Information Commissioner's Office.

19.3 For further information about your rights, please contact the Information Commissioner's Office or your local Citizens' Advice Bureau.

20. What Data Do We Collect?

20.1 Depending upon your use of our Site, we may collect some or all of the following personal and non-personal data (please also see clause 13 on our use of Cookies and similar technologies):

20.1.1 name;

- 20.1.2 address;
- 20.1.3 contact information such as email address and telephone number;
- 20.1.4 demographic information such as post code, preferences, and interests;
- 20.1.5 IP address;
- 20.1.6 web browser type and version; and
- 20.1.7 operating system.

21. How Do We Use Your Data?

- 21.1 All personal data is processed and stored securely, for no longer than is necessary in light of the reason(s) for which it was first collected. We will comply with our obligations and safeguard your rights under the GDPR at all times. For more details on security, see clause 7 below.
- 21.2 Our use of your personal data will always have a lawful basis, either because it is necessary for our performance of a contract with you, because you have consented to our use of your personal data (e.g. by subscribing to emails), or because it is in our legitimate interests. Specifically, we may use your data for the following purposes:
 - 21.2.1 Providing and managing your access to our Site;
 - 21.2.2 Personalising and tailoring your experience on our Site;
 - 21.2.3 Supplying our services to you (please note that we require your personal data in order to enter into a contract with you);
 - 21.2.4 Replying to emails from you;
 - 21.2.5 Supplying you with emails that you have opted into (you may unsubscribe or opt-out at any time);
 - 21.2.6 Analysing your use of our Site to enable us to continually improve our Site and your user experience.
- 21.3 With your permission and/or where permitted by law, we may also use your data for marketing purposes, which may include contacting you by email with information, news and offers on our services. We will not, however, send you any unsolicited marketing or spam and will take all reasonable steps to ensure that we fully protect your rights and comply with our obligations under GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003.
- 21.4 Third parties whose content appears on our Site may use third party Cookies, as detailed below in clause 13. Please refer to clause 13 for more information on controlling Cookies. Please note that we do not control the activities of such third parties or the data they collect and use, and we advise you to check the privacy policies of any such third parties.
- 21.5 You have the right to withdraw your consent to us using your personal data at any time and to request that we delete it.
- 21.6 We do not keep your personal data for any longer than is necessary in light of the reason(s) for which it was first collected.

22. How and Where Do We Store Your Data?

- 22.1 We only keep your personal data for as long as we need to in order to use it as described above in clause 6, and/or for as long as we have your permission to keep it.
- 22.2 Your data will be stored in the United Kingdom.
- 22.3 Data security is very important to us and to protect your data, we have taken suitable measures to safeguard and secure data collected through our Site.

23. Do We Share Your Data?

- 23.1 We may sometimes contract with other third parties to supply services to you on our behalf. These may include search engine facilities, sub-contractors and suppliers, affiliates and joint ventures. In some cases, these third parties may require access to some or all of your data. Where any of your data is required for such a purpose, we will take all reasonable steps to ensure that your data will be handled safely, securely and in accordance with your rights, our obligations, and the obligations of the third party under the law.
- 23.2 We may compile statistics about the use of our Site including data on traffic, usage patterns, user numbers, sales and other information. All such data will be anonymised and will not include any personally identifying data or any anonymised data that can be combined with other data and used to identify you. We may, from time to time, share such data with third parties such as prospective investors, affiliates, partners and advertisers. Data will only be shared and used within the bounds of the law.
- 23.3 We may sometimes use third party data processors that are located outside of the European Economic Area (“the EEA”) (The EEA consists of all EU member states, plus Norway, Iceland and Liechtenstein). Where we transfer any personal data outside the EEA, we will take all reasonable steps to ensure that your data is treated as safely and securely as it would be within the UK and under the GDPR.
- 23.4 In certain circumstances, we may be legally required to share certain data held by us, which may include your personal data, for example, where we are involved in legal proceedings, where we are complying with legal requirements, a court order or a governmental authority.

24. What Happens If Our Business Changes Hands?

- 24.1 We may, from time to time, expand or reduce our business and this may involve the sale and/or the transfer of control of all or part of our business. Any personal data that you have provided will, where it is relevant to any part of our business that is being transferred, be transferred along with that part and the new owner or newly controlling party will, under the terms of this Privacy Policy, be permitted to use that data only for the same purposes for which it was originally collected by us.

24.2 In the event that any of your data is to be transferred in such a manner, you will not be contacted in advance and informed of the changes.

25. How Can You Control Your Data?

25.1 In addition to your rights under the GDPR, set out in clause 4, when you submit personal data to us via email or via our Site, you may be given options to restrict our use of your data. In particular, we aim to give you strong controls on our use of your data for direct marketing purposes (including the ability to opt-out of receiving emails from us which you may do by unsubscribing using the links provided in our emails and at the point of providing your details).

25.2 You may also wish to sign up to one or more of the preference services operating in the UK: The Telephone Preference Service (“the TPS”), the Corporate Telephone Preference Service (“the CTPS”), and the Mailing Preference Service (“the MPS”). These may help to prevent you receiving unsolicited marketing. Please note, however, that these services will not prevent you from receiving marketing communications that you have consented to receiving.

26. Your Right to Withhold Information

26.1 You may access certain areas of our Site without providing any data at all. However, to use all features and functions available on our Site, you may be required to submit or allow for the collection of certain data.

26.2 You may restrict our use of Cookies. You can choose to enable or disable Cookies in your internet browser. Most internet browsers also enable you to choose whether you wish to disable all cookies or only third-party Cookies. By default, most internet browsers accept Cookies, but this can be changed. For further details, please consult the help menu in your internet browser or the documentation that came with your device.

27. How Can You Access Your Data?

You have the right to ask for a copy of any of your personal data held by us (where such data is held). Please contact us for more details using the contact details below in clause 14.

28. Our Use of Cookies

28.1 All Cookies used by and on our Site are used in accordance with current Cookie law.

28.2 We may place and access the following first party and third-party Cookies on your computer or device, to facilitate and improve your experience of our Site and to provide and improve our services.

28.3 First party Cookies are those placed directly by us and are used only by us. Third party Cookies are those placed by websites, services and/or parties other than us. These Cookies are not integral to the functioning of our Site and your use and experience of our Site will not be impaired by refusing consent to them.

28.4 Before Cookies are placed on your computer or device, you will be shown a pop-up requesting your consent to set those Cookies. By giving your consent to the placing of Cookies, you are enabling us to provide the best possible experience and service to you. You may, if you wish, deny consent to the placing of Cookies; however certain features of our Site may not function fully or as intended.

28.5 Certain features of our Site depend on Cookies to function. Cookie Law deems these Cookies to be “strictly necessary”. These Cookies are also shown above. Your consent will not be sought to place these Cookies, but it is still important that you are aware of them. You may still block these Cookies by changing your internet browser’s settings as detailed in section 11.2, but please be aware that our Site may not work properly if you do so. We have taken great care to ensure that your privacy is not at risk by allowing them.

28.6 Our Site uses Google Analytics. Website analytics refers to a set of tools used to collect and analyse anonymous usage information, enabling us to better understand how our Site is used. This, in turn, enables us to improve our Site and the services offered through it. You do not have to allow us to use these Cookies, however our use of them does not pose any risk to your privacy or your safe use of our Site and they enable us to continually improve our Site, making it a better and more useful experience for you. Google’s privacy policy is available at: www.google.com/policies/privacy

28.7 You can choose to delete Cookies on your computer or device at any time, however you may lose any information that enables you to access our Site more quickly and efficiently.

28.8 It is recommended that you keep your internet browser and operating system up-to-date and that you consult the help and guidance provided by the developer of your internet browser and manufacturer of your computer or device if you are unsure about adjusting your privacy settings.

29. Contacting Us

If you have any questions about our Site or this Privacy Policy, please contact us by email at michelle@michellelyonsinteriors.co.uk or by telephone on 07891822114. Please ensure that your query is clear, particularly if it is a request for information about the data we hold about you (as under clause 12, above).

30. Changes to Our Privacy Policy

We may change this Privacy Policy from time to time (for example, if the law changes). Any changes will be immediately posted on our Site and you will be deemed to have accepted the terms of the Privacy Policy on your first use of our Site following the alterations. We recommend that you check this page regularly to keep up-to-date.

