

## 07891 822114 www.michellelyonsinteriors.co.uk Terms of Service

Please note that unless concerns or questions are voiced, ML Interiors reserves the right to presume that you have read, understood and agreed the Terms of Service. Therefore, all terms stand for the duration of the project. Unless agreed otherwise, all invoices supplied by ML Interiors are expected to be paid by the client within 5 working days.

#### Terms of Service:

- 1. This is a legally binding contract between ML Interiors and the client that constitutes an order for the services found in detail on the client invoice and/or quote. The client hereby allows permissions for all designs and photographic content from physical projects produced to be used and shared by ML Interiors for promotional purposes.
- 2. ML Interiors operates using 3 main services: Full Service, Remote Design, Interior & Event Styling
- 3. In every instance, ML Interiors meets a client at the beginning of any project. This service is free of charge, and there are no obligations to continue with the services of ML Interiors.
- 4. ML Interiors reserves the right to presume the continuation of any project is following the structure of the Full Service that ML Interiors offers unless otherwise stated by the client.

### Design Proposal Service

- 5. The Design Proposal services includes digital and printed copies of all works: a digital PDF presentation, a hard copy version of the presentation, digital SketchUp drawings, digital SketchUp animations, a physical board with textures, fabric & paint samples. The Design Proposal service does not include product links/lists or prices of items specified in the proposal.
- 6. The fee for a Design Proposal will vary depedant on the size of project. The fee will be proposed by ML Interiors and once accepted by the client, an invoice will be presented.
- 7. Full payment of the Design Proposal invoice is required in order to secure the job. Upon receival of full payment, ML Interiors will reserve the time to fulfil the Design Proposal service for the client. The full balance of the Design Proposal is non-refundable if the service is cancelled by the client at any point after the payment has been made. No designing will take place and no rights are granted until timely payment is made of the full fee. Should the payment not be paid, the client is automatically surrendering to the availability of ML Interiors and therefore the process may be delayed.
- 8. The lead time for a Design Proposal can take up to 8 weeks.
- 9. The client is entitled to 3 major revisions of the Design Proposal. Following the 3rd revision should the client require more revisions or the designer believes the work to be more complex than initially set out, additional fees will occur. Furthermore, any additional work beyond the services listed above will result in an added billing to the invoice. Additional fees will be discussed and agreed before any work is continued.
- 10. The client is expected to keep all physical products produced during the Design Proposal process. Should the client wish to return any physical items, ML Interiors will not refund any monies.

\*The client is not obligated to continue with the services of ML Interiors beyond the Design Proposal stage. If the client chooses to utilise the aspects of the Design Proposal and continue the project independently, ML Interiors will offer a release fee of the Design Proposal which will include the



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issuance of a product list with links & prices for all items specified on the Design Proposal. The release fee will be calculated based on the size of the project, starting from £250.00. The release fee amount will be expected to be paid in full before the release documents are supplied.

### Trade Management

- 11. After the Design Proposal service is complete. The party enter the Trade Management Phase.
- 11.2. Should the client instruct ML Interiors to continue with their services into Physical Developments, relevant trades for the project will be discussed between ML Interiors and the client. ML Interiors will approach trades of which they believe will be most suited to the task unless otherwise requested by the client to approach another company/tradesmen.
- 12. A site visit will be organised which will include all relevant trades for the project.
- 13. Following the site visit, a full quote will be drawn up by ML Interiors which will include ML Service Fee as Designers and Project Managers for the project as well as the quotes from other relevant trades. The full quote is then open for review until a full quote is agreed.
- 14. The trade management fee is a one-off fee that is expected to be paid in advance. The fee is non-refundable, however if you decide to terminate the service of ML during this period, you will still be supplied with the spreadsheet of product links inclusive within the cost.
- 14.1. If you require any additional revisions to the Design Proposal or ML deems this stage to be more demanding than originally thought, it is possible that ML will charge additional time at an hourly rate to finalise this stage. The rate will be discussed and agreed before any work continues.

## Physical Development Stage

- 15. The quote for Physical Developments will include project terms and conditions. The client is expected to agree in writing to the full quote. The quote will then stand for the duration of the project.

  16. If additional discoveries are made during the physical developments that may affect the quote, ML will notify the client who are expected to confirm or decline the change. Trades will not undergo any additional work that wasn't quoted unless the client has signed off the change.
- 17. Following the agreement of the quote, a project timeline will be agreed.
- 18. ML Interiors will invoice for the full quote in the following manner. Dates will be supplied of which ML Interiors expects payment for their services.

E.g. the full total of the whole project inclusive of ML Service fee and trade quotes is: £1000

25% of the total amount £250 - immediately after invoice acceptance

50% of the total amount £500 - approximately half way into the timeline for the project

25% of the total amount £250 - in the final week of Phase 2, before Phase 3 begins.

The final invoice will include any mileage @ 45p/m incurred during the project timeline.

- 19. ML Interiors will be responsible for delivery of all invoices from any external trades that have been employed by ML Interiors to the clients. If trades have been employed by the client, ML Interiors will not be responsible for any invoicing on the trades behalf.
- 20. The duration of the physical developments will continue to follow the guidelines set-up and agreed in the initial quote for services.



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- 21. ML Interiors and the client will agree terms on which party is expected to purchase materials and items for the project. Time and administration will be reflected within the Full Service fee of ML Interiors if ML Interiors are instructed to purchase materials & items for the project. ML Interiors will invoice for the full price of the products and attach proof of payment for each item purchased.
- 22. Should the client agree to purchase all materials & items for the project, ML Interiors will not be responsible for any faults, delays or damages to any items.
- 23. Should the client agree to purchase all materials & items for the project yet request for ML Interiors to make any purchases at any time during the project timeline, ML Interiors are entitled to implement an additional 10% purchase fee on-top of the total amount. This will be added to an invoice and supplied to the client for payment within 5 working days.
- 24. Should the project be terminated by the client or other party before the Phase 2 is finalised, ML Interiors reserve the right to issue a project termination invoice for their time, mileage and services up until the point of termination.

### Dress Stage

- 25. Dress items purchased for the Dress Stage can be purchased at any point throughout the whole project timeline. Items purchased by ML Interiors for the Dress Stage will be invoiced to the client and proof of purchase will also be supplied.
- 26. The timeline for the Dress Stage will be agreed by ML Interiors and the client during the quotation period at the beginning of Phase 2.
- 27. The budget for the Dress Stage will be agreed by ML Interiors and the client before the Dress Stage begins.
- 28. A quote will be supplied for the Dress Stage toward the end of Phase 2. The quote for Dress Stage will include Dress Stage terms and conditions. The client is expected to agree in writing to the full quote. The quote will then stand for the duration of the Dress Stage. The quote will include a fixed fee proposed by ML Interiors for their services. This quote will not include the prices of dress items.
- 29. Should the dates for the Dress Stage change during Phase 2 at no fault of ML Interiors, a fee for the interference of 15% of the total Dress Stage quote will be added to the final invoice.
- 30. Should the project be terminated by the client or other party before the Dress Stage is complete, ML Interiors reserve the right to issue a project termination invoice for their time, mileage and services up until the point of termination.
- 31. The Dress Stage invoice will be supplied at the end of the Dress Stage. The invoice will include the agreed fee for ML Interiors services, mileage incurred during the Dress Stage @ 45p/m. and any additional items that may have been purchased during the Dress Stage. The invoice is expected to be paid within 5 working days of having been supplied to the client.
- 32. Clients are strongly encouraged to expect the budget for Dress items to be a flexible arrangement.

#### Aftercare

33. Our aftercare service spans 8 full weeks total from the date of completion. Any further design advice or expertise required after this date will be chargeable.