



CLARKSON BESPOKE LIMITED – “The Design Studio” | TERMS AND CONDITIONS

The Design Studio is agreeable to providing such services to the Client on the terms and conditions set out in the agreement.

SERVICES PROVIDED

1. The Client hereby agrees to engage the Design Studio to provide the Client with the services (the “Services”) as outlined in the Design Proposal.
2. The scope of work, fee structure, or monthly retainer or fee amount has been agreed upon by the Client and the Company as described in the “Design Proposal” addendum attached hereto and incorporated herein by this reference.
3. The services will also include any other tasks which the Parties may agree on in addition to the original Design Proposal. The Design Studio hereby agrees to provide such Services to the Client and will provide a separate / additional quotation as necessary.

TERM OF AGREEMENT

4. The term of this Agreement (the “Term” will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

PERFORMANCE

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

PAYMENT

6. The Charges for the Goods and Services shall be set out within the Design Proposal or quotation.
7. All materials/products sourced or purchased by the Company must be paid to the Company before the order is placed. Custom order items are not returnable. Any re-stocking, return shipping fee, or other charge by the material/product supplier or otherwise incurred by the Company may be charged to the Client if the Client elects to return an item for a reason not caused by the supplier of the Company. Delivery and customs charges will be passed on at cost to the Client who will be advised accordingly.
8. Procurement of Products: All products recommended as part of our design service by our design team must be purchased through Clarkson Bespoke Ltd. If you choose to procure these products independently through another supplier, we reserve the right to charge a fee of 10% of the total value of the goods. This fee will cover the cost of our time associated with sourcing and coordinating our initial proposal.
9. Special custom-made items cannot be cancelled once manufacturing has commenced. Payment for all such items is in full in advance. Standard items might be subject to a cancellation charge from the manufacturer or supplier if cancelled.
10. Supply and Installation of cabinetry and bespoke items, In the event of customer-caused delays in delivery, we reserve the right to raise a delivery balance invoice for the full delivery amount with the exception of 5%. The remaining 5% will be due for payment upon the revised delayed delivery date.
11. In addition to the above, the Design Studio shall be entitled to charge the Client for any expenses reasonably incurred by the Designers in connection with this Contract including travelling expenses, hotel costs, subsistence and any associated expenses.
12. The Design Studio reserve the right to increase the charges to reflect any additional costs or expenses from a Supplier, as well as to reflect any reasonable increases in costs incurred by the Design Studio. The Client will be notified accordingly for their approval.
13. All expenses will be advised by the Design Studio to the Client in advance should this occur as above.
14. All invoices are payable immediately or within 7 calendar days from the date of invoice unless stated otherwise, without set-off, withholding or deduction.
15. Interest at the rate of 5% per month shall be payable on all accounts not settled by their due date.
16. The interest will be added monthly thereafter from the due date until settlement is received.
17. If the Client fails to make payment within 7 calendar days of the due date, Clarkson Bespoke Ltd reserves the right to suspend all work and/or terminate this Agreement immediately. Any outstanding fees remain payable.
18. Should Clarkson Bespoke Ltd have to instruct a debt recovery agency, or instigate legal proceedings, the Client will be liable for any costs so incurred.

CONFIDENTIALITY

19. Confidential Information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of the Confidential Information could reasonably be expected to cause harm to the Client.
20. The Design Studio agrees that they will not disclose, divulge, reveal, report or use, for any purposes, any Confidential Information which the Design Studio has obtained, except as authorised by the Client or as required by Law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of the Agreement.
21. All written and oral information and material disclosed or provided by the Client to the Design Studio under this Agreement is Confidential Information and regardless of whether it was provided before or after the start of this Agreement or how it was provided to the Design Studio.
22. Unless otherwise advised, The Client agrees to the Designer Contractor to taking photos of their homes before and after the interior design works and that the Design Studio may use photographs for the Company's business purposes by posting on social media outlets and its website portfolio, publications and advertising including A-Boards but shall not disclose any full Project location or the Client's name or personal details or images without the Client's prior written consent.
23. Unless otherwise advised, The Client will automatically be added to our mailing list unless stated otherwise.

CAPACITY / INDEPENDENT CONTRACTOR

24. In providing the Services under this Agreement it is expressly agreed that the Design Studio is acting as independent contractor and not as an employee. The Design Studio and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

RIGHT OF SUBSTITUTION

25. The Design Studio is not responsible for the services offered by other contractors or consultants employed by the Client; therefore, we are not eligible to offer the Client any warranty pertaining to other contractors or consultants. The Client should sign a separate agreement with their contractors (if applicable).
The only aspect we "Clarkson Bespoke Ltd" assist the Client with as an interior designer, is on checking on the work being done to ensure the cohesive and accurate implementation of the Design Studios Project proposal and designs.
26. Except as otherwise provided in the Agreement, the Design Studio may, at the Design Studio's absolute discretion, engage a third-party sub-contractor to perform some or all of the obligations of the Design Studio under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services unless agreed otherwise.
27. In the event that the Design Studio recommends or uses a sub-contractor:
28. The Client will pay the sub-contractor for its services directly and not the Design Studio therefore a direct contractual relationship is created between the two parties? Direct payments to other contractors come under their own warranty and public liability.
29. The procurement of all custom, trade and retail products will be facilitated and / or completed by the Design Studio. The client agrees not to circumvent the Design Studio by entering into negotiations, discussions, contracts or other business agreements directly with vendors and suppliers.

THIRD-PARTY SUPPLIERS, CONTRACTORS AND INSTALLERS

30. Where any materials, products, goods or services are supplied, delivered, handled, installed or otherwise provided by a third-party supplier, manufacturer, contractor, subcontractor, installer or other external party ("Third Party"), that Third Party shall remain solely responsible for the quality, condition, delivery, handling, installation, workmanship and performance of its own goods and/or services.
31. Clarkson Bespoke Ltd shall not be responsible or liable for any loss, damage, defect, breakage, delay, failure, poor workmanship, installation error, negligence, act or omission of any Third Party, including but not limited to damage caused during delivery, handling, installation or fitting of goods, except to the extent that such loss or damage is directly caused by Clarkson Bespoke Ltd's own negligence or breach of its contractual obligations.
32. Where Clarkson Bespoke Ltd arranges, recommends, coordinates or facilitates the appointment of a Third Party on behalf of the Client, this shall not make Clarkson Bespoke Ltd the employer, principal contractor, installer, manufacturer or guarantor of that Third Party's work or services. The Third Party shall remain responsible for its own acts and omissions and shall maintain its own appropriate insurance, warranties and contractual obligations.
33. Where goods are damaged, defective or incorrectly installed by a Third Party, the Client's claim in respect of that damage, defect or workmanship shall be made against the relevant Third Party. Clarkson Bespoke Ltd may, where reasonably practicable, assist the Client in communicating with the relevant Third Party or pursuing a claim, but such assistance shall not constitute an acceptance of liability by Clarkson Bespoke Ltd.
34. Where Clarkson Bespoke Ltd has paid or incurred costs arising from damage, breakage, replacement, repair, re-delivery or other loss caused by a Third Party, Clarkson Bespoke Ltd reserves the right to recover such costs from the responsible Third Party and/or, where legally recoverable, from the Client where the Client has separately contracted with or instructed that Third Party.

AUTONOMY

35. Except as otherwise provided in the Agreement, the Design Studio will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Design Studio will work autonomously and not in at the direction of the Client. However, the Design Studio will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

36. Except as otherwise provided in this Agreement, the Design Studio will provide at the Design Studios own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver their Services in accordance with this Agreement.

INDEMNIFICATION

37. Except to the extent paid in settlement from any applicable insurance policies and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any of all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind of amount whatsoever which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.
38. The Client is required to inform their Home Insurance company of any works undertaken during this Agreement.
39. All skip hire is solely used for the materials removed from the Property or fit out. Personal household waste is not permitted by the skip hire company.

ASSIGNMENT

40. The Design Studio will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

WARRANTY AND LIABILITY

41. The Design Studio shall not be liable for and do not warranty any direct instructions from The Client to the associated trades people and/or delivery teams. Any instructions must come directly from the Design Studio to avoid any misunderstandings and unapproved changes.
42. The Client has 14 days to raise any issues regarding the Goods or Services once they have been supplied.
43. All appliance warranties, must be applied for by The Client (where applicable) and all warranties are offered by the manufacturer, not Clarkson Bespoke Ltd.
44. No action or proceedings arising out of, or in connection with the Contract, whether in contract, tort, statutory duty or otherwise, shall be commenced after one year from completion.
45. The Design Studio shall not be personally liable to the Client for any negligence, default or any other liability whatsoever arising from performance of the Goods and/or Services or the Design Proposal.
46. We carefully curate furniture, accessories, and brands from reputable retailers and selected online suppliers. However, we cannot be held responsible for the quality or durability of any selected or proposed items. Please refer to the retailers / manufacturer's care instructions for proper maintenance and care.

UNFORSEEN CIRCUMSTANCES

There is an assumption that the structural integrity of the property we are assigned to work on, is in good order and the property has had relevant surveys. Any unforeseen structural work discovered that will required works to bring the property in line with regulations, will incur additional costs.

47. If there is a discovery of an unsafe situation for all parties, i.e., the discovery of asbestos. The cost of a test and removal by a licenced specialist if required, will incur additional costs to the client
48. Every precaution must be taken to ensure that clients do not enter hazardous areas unless supervised by an employee of Clarkson Bespoke Ltd Studio.
49. In order to provide and maintain a safe working environment for our clients, precaution should be taken at all times to minimise the risk of injury, therefore, should a client enter into a work area it is at their own risk, we are not liable for any personal injury that a client may suffer as a result of entering areas where site works are being caried out

SEVERABILITY

50. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of the Agreement.

This Agreement takes effect on the date on which you order our services. Acceptance of these terms is an absolute condition of the Client requesting the Service. An order constitutes acceptance of all our Terms and Conditions