

TERMS & CONDITIONS

GENERAL

This contract sets out the terms and conditions upon which HG Living Limited has been engaged for supply of Interior Packages. All drawings remain the property of HG Living unless otherwise agreed.

Scope of Works. These are the goods and services as described in the Client Engagement Letter issued with this contract.

Interior Design Works. These are the ongoing works of HG Living during the supply and implementation of the Scope of Works and may include but is not limited to all conceptual and design work, developing and refining the design, detailed preparation of estimates, sourcing and procuring, site visits, meetings, progress reporting, liaising with sub-contractors and project monitoring and implementation.

1.0 SUPPLY AND IMPLEMENTATION OF SCOPE OF WORKS

Upholstered items. Prices for upholstered items do not include barrier cloth or scotch guard protection unless otherwise specified. All upholstered furniture supplied adheres to the following regulations for rental properties:

- (a) The Furniture & Furnishings (Fire) (Safety) (Amendment) Regulations 1993
- (b) The Gas Safety (Installation & Use) Regulations 1998
- (c) The Electrical Equipment (Safety) Regulations 1994
- (d) The Building Regulations 1991

Packages are based on properties of new-build quality. HG Living require walls & finish to be of a reasonable quality before providing the Packages. HG Living can supply services to achieve this, at additional cost.

Each package is based on approximate square footage as follows:

Studio	500 sq ft
1 Bed	1000 sq ft
2 Bed	1700 sq ft
3 Bed	2000 sq ft

Should the square footage of the property exceed the above, HG Living will discuss with the Client in the event the provision of additional furniture and window treatments need to be increased.

Packages exclude fitted carpets, painting of radiators, woodwork and ceilings unless agreed as part of optional extras as per clause 8. Electrical wiring for pendant or wall lights is not included but, subject to site visit can be agreed as per clause 8.

2.0 DESIGN FEE

HG Living's design fee is included in the nominated package as stated in the Client Engagement Letter.

If the Client fails to sign and return the HG Living contract, payment of HG Living invoice is deemed acceptance of HG Living's contract and terms and conditions. However no works will commence on a project until HG Living is in receipt of a signed contract and full payment of the initial interior design deposit.

For clients returning to HG Living after project completion and for minor additional works, a deposit will be charged to cover initial design time, after which point an hourly fee will be charged.

3.0 PACKAGE COSTS

Whilst selecting appropriate packages for your requirements, HG Living will produce an estimate of costs (we charge retail prices and as such no supporting invoices need to be presented) with instalment payment dates for the supply and implementation of the Scope of Works .

The terms of payment are as follows:

- 65% deposit upon signature of contract
- 35% balance before delivery

Prices quoted in the estimate and any subsequent revised estimates are subject to finalised detail and agreement by both parties.

4.0 THE PRICE AND PAYMENT OF GOODS

The price shall be the price as indicated in the Estimate. HG Living may, by giving notice to the Client at any time up to 7 days before the date of the final invoice, increase the Price to reflect any increase in the cost to HG Living which is due to factors occurring after the Estimate which are beyond the reasonable control of HG Living.

This includes (but is not limited to) delays in payment leading to increase in supplier costs, foreign exchange fluctuations, taxes and duties and the cost of labour, materials and other manufacturing costs).

5.0 PAYMENT TERMS

Payment. Costs for the supply and implementation of the Scope of Works are payable in instalments. All sums payable are due within 7 days from the date of an invoice. Interest on late payment will be charged at the rate of 2% above the Nat West Bank base rate and compounded monthly. Any bank charges reduced from our fees during wire transfers will be added to the Clients final account

6.0 VAT

All sums payable unless otherwise stated are exclusive of VAT and other duties or taxes.

Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums.

7.0 ADDITIONALS TO SCOPE OF WORKS

Increase to Scope of Works. In the event that after submission and acceptance of the estimate changes are made to the Scope of Works or any circumstances arise or events occur which could not reasonably have been foreseen at the date of the estimate, any sums reasonably and fairly incurred will be charged to the Client.

Decrease to Scope of Works. If the changes reduce the Scope of Works to a level that is unviable for HG Living, HG Living reserves the right to withdraw from the project. HG Living would then charge a fee proportionate to the amount of design time spent based on its standard hourly rate.

Additional work. If additional work is requested by the Client which is not included within the original Scope of Works and which cannot be accommodated within the original time scale, the additional works will be subject to a separate proposal for agreement and implementation together with new payment terms and conditions.

HG Living shall be entitled to additional fees, calculated on a time basis unless otherwise agreed or remuneration will be made, wholly or in part, by adjustment of the basic fee, if:

1. Extra work is involved or added expense is incurred for reasons beyond the control of HG Living. Reasons for such entitlement include, but shall not be limited to HG Living being required to vary any item of work commenced or completed pursuant to the Agreement and/or performance of the services is delayed, disrupted or prolonged;
2. HG Living performs services in connection with any work, installation or equipment, which are not executed under the direction of or by HG Living;

HG Living shall inform the client on becoming aware that this clause will apply.

8.0 OPTIONAL EXTRAS

HG Living will provide optional extras upon discussion with the Client and agreement of additional costs. This includes the design of joinery, provision of additional furniture, artwork and accessories as agreed. Wall lights can be fitted as an additional only where there is existing wiring for a fitting.

9.0 EXPENSES

Out of pocket expenses. HG Living reserve the right to recharge all out of pocket expenses for ad hoc requests in addition to the Package.

10.0 OVERSEAS PROJECTS

All telephone and facsimile communication necessary for HG Living business by an employee of HG Living whilst on Client business abroad will be re-charged to the Client. The cost of all travel expenses shall be reimbursed by the Client. This shall include all business airfares, travel to and from airports, hotel accommodation and sustenance whilst travelling. The Client shall also reimburse HG Living for the cost of temporary travel insurance which would be through HG Living's own insurance company. HG Living charge a daily rate for overseas travel for

each member of the HG Living team involved whilst out of the office. This figure amounts to £250.00 + VAT per person.

Shipments. The Client will be charged for all presentation materials despatched overseas and all associated delivery costs. Goods will only be released for shipping on receipt of the final balance of design fees and cost of goods supplied

11.0 DELIVERIES

Delivery dates and best estimates. Delivery dates represent HG Living's best estimates and whilst HG Living will use all reasonable endeavours to meet such dates, no liability is accepted by HG Living if any date is not met due to unforeseen circumstances out of HG Living's control, unless otherwise agreed in writing.

Carriage. Delivery is included in the package price to one delivery address in Central London. This covers one delivery of all products together on one designated date. Delivery is additional for addresses outside M25 or overseas.

Prices do not include storage or delivery outside M25 or overseas unless otherwise specified in the estimate and will be charged separately.

12.0 SIGNING OFF AND IMPLEMENTATION

HG Living will prepare boards representing the agreed scheme to be signed off by the client. On receipt of the signed off scheme and deposit funds, HG Living will place orders on behalf of the client. Any amendments should be detailed on the board and initialled by the client

Installation will only commence once the site has been cleared of all other contractors not within the HG Living remit. It is the Clients' responsibility to ensure handover from developer is approved and in perfect condition.

HG Living will give reasonable notice to the Client to attend site for handover. HG Living will handover the property to the Client in reasonable condition.

In the event of the Client specifically requesting implementation before handover from developer, HG Living cannot be held responsible for damage to goods on site. HG Living cannot be held responsible for damage to goods on site and penalties will be incurred if the agreed installation date is significantly impacted.

In the unlikely event that an item provided by HG Living be faulty post installation, HG Living will visit the property to review & consider within 3 months of installation only. HG Living are not held responsible for breakages or faults occurring after 3 months.

13.0 SUSPENSION AND TERMINATION

In the event of the Client being in default of payment of any fees and/or expenses, HG Living may suspend performance of any or all the Interior packages.

If no payment is received within 28 days of the due date HG Living may terminate the contract.

Without prejudice to any other claim or remedy available to HG Living, on termination of the contract for any reason other than HG Living's default HG Living shall be entitled to, and shall be paid, (i) all expenses and fees for the supply and implementation of the Scope of Works incurred up to the date of termination and (ii) a design fee calculated according to the amount of design time spent up to the date of termination, in each case based on HG Living's standard hourly rate.

14.0 OWNERSHIP OF GOODS

Title to all goods and materials supplied shall remain with HG Living until payment is received in full. HG Living hereby reserves the right to re-enter the site and collect all goods and materials in respect of which payment has not been received by the due date.

HGD may from time to time may any changes in the specification of the Goods which are required to comply with any applicable safety or statutory requirements or otherwise which are out of stock or do not materially affect the quality or fitness for the purpose of the Goods.

15.0 DISPUTES

HG Living and the Client will attempt to resolve any disputes amicably. All disputes arising under this Contract shall be governed by English law and will be within the jurisdiction of the English courts. In the event of dis-instruction HG Living reserves the right to charge for operational time cost incurred, designers

hourly rates, work carried out to date, out of pocket expenses, disbursements etc. incurred accordingly

16.0 COPYRIGHT

Copyright in all documents and drawings prepared by HG Living shall remain the property of HG Living. In the event of a fee being charged for presentation work this work remains the property of HG Living.

All intellectual rights remain the property of HG Living and in event of the design being used or replicated without involving HG Living for procurement and installation, HG Living reserve the right to charge 50% of retail value of the scheme and for any design time incurred to date.

All fabrics and/or products introduced by HG Living in their design specification are required to be ordered through HG Living except by specific mutual agreement evidenced in writing

17.0 INSURANCE

HG Living will undertake to ensure that all goods are insured up until delivery to site at which point they become the responsibility of the Client. In the event of the client delaying installation, the insurance of and cost to store goods will become the responsibility of the Client.

18.0 NO WARRANTY

The Client acknowledges that HG Living does not warrant the goods supplied which will be subject only to the manufacturer's warranty.

19.0 MEDIA COVERAGE

Unless agreed otherwise, HG Living reserves the right to request client permission to use completed projects for media coverage in press and magazine publications.

20.0 INTELLECTUAL PROPERTY

We will not in any event disclose details relating to our suppliers which we consider form part of our intellectual capital