

MEGAN WISELY INTERIORS

STANDARD TERMS AND CONDITIONS

1. Definitions and General

1.1 In these terms and conditions.

Business Hours	means the hours of 08.30 to 17.00 Monday to Friday excluding public holidays.
Commencement Date	has the meaning given in paragraph 2.4.
Company	means MEGAN WISELY INTERIORS LIMITED (Co No SC750518).
Conditions	means these terms and conditions as amended from time to time.
Contract	has the meaning given in paragraph 2.4.
Customer	means the party to whom the Company has agreed to supply Goods and/or provide the Services.
Force Majeure Event	means an event, circumstance or cause beyond the control of the Company howsoever caused or arising.
Goods	means the goods (or any part of them) set out in the Order.
Order	has the meaning given in paragraph 2.3.
Quotation	has the meaning given in paragraph 2.1.
Services	means the services (including any deliverables) to be supplied by the Company to the Customer set out in the Order.

2. Basis of Contract

- 2.1 The quantity and description of the Goods and/or Services to be supplied by the Company to the Customer shall be as set out in a quotation (**Quotation**) based upon the design brief discussed between the Company and the Customer.
- 2.2 A Quotation shall not constitute an offer and is only valid for a period of one calendar month from the date of its issue.
- 2.3 Subject to paragraph 2.2, the Customer's acceptance of a Quotation constitutes an offer by the Customer to purchase Goods and/or Services from the Company in accordance with the Conditions (**Order**).
- 2.4 The Order shall only be deemed to be accepted when the Company issues written acceptance of it to the Customer, at which point and on which date (**Commencement Date**) a contract for the supply of Goods and/or Services in accordance with the Conditions (**Contract**) shall come into existence.
- 2.5 Any deposit (**Deposit**) payable by the Customer in terms of the Order shall become due on the Commencement Date and be paid within 7 days thereafter. The Company shall have no performance or other obligations under the Contract until the Deposit is paid.
- 2.6 The Conditions apply to the Contract to the exclusion of any other terms or conditions that the Customer seeks to impose or incorporate.
- 2.7 Without prejudice to paragraph 2.6, no conduct by the Company shall be deemed to constitute acceptance of any terms or conditions put forward by the Customer.
- 2.8 Except as set out in the Conditions, no variation of the Contract shall be effective unless made in writing and signed by an authorised representative of the Company.
- 2.9 To the extent that a Quotation or Order includes descriptions and other information contained in sales literature, advertisements received from the Company's suppliers and agents the Company cannot be held responsible for any inaccuracy in any such information.
- 2.10 Where the Customer provides data to the Company in relation to discussion about the design brief and/or preparation of a Quotation, the Company shall have no liability for destruction or damage to the Customer's data.
- 2.11 In the event of cancellation of the Contract by the Customer, the Customer shall indemnify the Company in full against any losses incurred by the Company including loss of profit, costs of all labour used or planned to be used as part of the production of the Order and any materials used and any damages and expenses incurred by the Company as a result of the cancellation.
- 2.12 Without prejudice to paragraph 2.11, any deposit paid by the Customer under the Contract shall be forfeited in full.

3. Price, Charges and Payment

- 3.1 The price of the Goods is the price set out in the Order.
- 3.2 The charges for the Services shall be calculated on a time basis in accordance with the Company's hourly fee rates as set out in the Order.
- 3.3 The Company reserves the right by giving notice to the Customer to increase the price of the Goods and/or the Services to reflect any increase in the cost which is due to any change in the scope of work, quantities or specifications necessary to complete the Contract requested by the Customer.

4. Delivery

- 4.1 Any issues with the Goods and/or the Services should be reported by the Customer during Business Hours to the Company.

5. Additional Services

- 5.1 Services requested by a Customer outside of Business Hours will be charged in accordance with the Company's current charging rate from time to time in force.

6. Customer's Obligations

- 6.1 The Customer shall ensure that all Goods are handled in a skilful and proper manner by persons who are trained to a competent standard.
- 6.2 The Customer shall provide full, free and safe access to the Company to enable it to deliver the Goods and/or provide the Services and the Customer shall protect the health and safety of the Company's personnel while such personnel are in the Customer's property.

7. Force Majeure Event

- 7.1 The Company shall not be liable for any delay or failure in the performance of its obligations under the Contract to the extent that such delay or failure results from a Force Majeure Event.

8. Faulty Goods and Defects

- 8.1 The Company will only supply and use materials and Goods within the scope of published specifications from appropriate manufacturers and suppliers but the Goods are supplied subject to any conditions of sale relating thereto by the relevant manufacturer or supplier.
- 8.2 Save as expressly provided in the Contract, no statutory or other warranty, condition, description or representation of any kind whatsoever on the part of the Company including (but not limited to) any such as to the merchantability or fitness for any purpose of the Goods or any of them is given or to be implied by the Contract nor is any such warranty, condition, description or representation to be taken to have been given or implied from anything said or written in negotiations between the Company and the Customer prior to the Commencement Date.

9. Terms of Payment

- 9.1 In the event of the Company being prevented from fulfilling the Contract by reason of failure on the part of the Customer to provide full, free and safe access to the Company in order to deliver the Goods and/or provide the Services and such failure continuing for a period of 14 days from the date upon which the Company serves notice on the Customer calling on the Customer to provide such access, payment of all sums due under the Contract shall become due on the date of expiry of such notice.
- 9.2 Interest shall be payable at the rate of 5% per annum over the Base Rate from time to time of Royal Bank of Scotland PLC on all sums due under the Contract from the due date for payment.
- 9.3 If the Customer shall fail to make payment to the Company for the Goods and/or the Services as required under the Contract or any other agreement between the Customer and the Company, the Company reserves the right (without prejudice to its other rights) to suspend delivery of the Goods and suspend the Services until such sum is received by the Company.
- 9.4 Where the Company is unable to provide the Services as a result of the Customer being in breach of its obligations under the Contract all time expenditure and material costs will be charged to the Customer at the Company's current charging rate from time to time in force.

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9.5 The Customer will pay all sums due under the Contract in full without any discount, deduction, set off or rebate on any grounds.

10. Sub-Contract

10.1 The Company reserves the right to sub-contract the performance of the Contract in whole or in part subject to prior notice to the Customer.

11. Termination

11.1 This Agreement shall continue to completion unless terminated in writing by one party, giving one month's notice to the other to that effect. The letter must be sent by recorded delivery or acknowledged email to the other party to expire at the end of such period.

12. Confidentiality

12.1 The Customer undertakes to the Company to keep confidential all trade or professional secrets or other information supplied by the Company to the Customer. Any such supply by the Company to the Customer shall not imply any transfer of property.

13. Jurisdiction

13.1 The Contract is governed by and construed in accordance with Scottish Law and the parties submit to the Jurisdiction of the Scottish Courts.

14. General

14.1 The Customer represents and warrants that it is duly authorised and empowered to enter into contractual commitments with the Company and that such authority shall continue during the term of the Contract.

14.2 The Contract represents the entire agreement between the parties, save where the parties have agreed to vary it in accordance with paragraph 2.8.

15. Photographs

15.1 On completion of the Contract the Company may seek approval from the Customer to have photographs taken of the completed works for the Company's project portfolio and advertising purposes.

15.2 Before using such photographs in any form of electronic or printed media the Company shall obtain the prior approval of the Customer.

16. Website

16.1 A copy of the Conditions can be accessed on the Company's website www.meganwisely.com