

TERMS & CONDITIONS

FOR INTERIOR DESIGN SERVICES

Phoebus Interiors by Toby Alleyne-Gee, Zurich

referred to henceforth as

Phoebus Interiors

Last update: 15 January 2019

Please read these Terms & Conditions carefully. Acceptance of an interior design assignment will be on the understanding that you have read, fully understood and agreed to these Terms & Conditions. If you require further clarification of any details herein, please contact us. These Terms & Conditions are subject to change at any time without prior notice. We therefore ask you to read the latest version of the Terms & Conditions before engaging Phoebus Interiors.

1. General remarks

In providing professional services, Phoebus Interiors shall exercise reasonable care and competence, and shall carry out its duties in a professional manner. Interior design is a subjective art and profession. For this reason, Phoebus Interiors cannot guarantee that clients will always like their recommendations, and cannot provide any refunds if this is the case. However, clients may contact Phoebus Interiors in writing to discuss revisions.

2. Exclusivity

- i) Phoebus Interiors shall be the sole designer on all interior design projects.
- ii) In principle, all items necessary to the realisation of interior design projects shall be acquired through Phoebus Interiors. Our suppliers work exclusively with Phoebus Interiors. Should clients wish to acquire items from other sources, they shall discuss and agree on these with Phoebus Interiors in advance.

3. Fees and invoicing

- i) For the initial consultation and any subsequent site visits, a fee (in Swiss francs) shall be agreed in advance. This fee does not include travel or accommodation expenses, which shall be charged separately and where applicable in advance.
- ii) All projects in Switzerland shall be subject to VAT at the prevailing Swiss rate of 7.7% (subject to any change in Swiss law).
- iii) All design work, which includes research, recommendations, presentations, site and showroom visits as well as project management, shall be charged on the basis of an hourly rate of CHF 150 (+ VAT inside Switzerland). All design fees are payable on receipt of the invoice.

- iv) All relevant prices and carriage costs shall be discussed and agreed in advance of any purchases.
- v) One revision to the design concept is included in the design fee. However, any further deviation from the agreed design concept shall incur additional costs, charged at CHF 150 per hour (+ VAT inside Switzerland).
- vi) In the case of interior design projects for properties in Switzerland, items acquired from abroad shall be subject not only to carriage costs, but also to customs duties and Swiss VAT at the prevailing rate. Carriage costs shall be charged in advance, together with the items ordered, plus Swiss VAT, while customs duties and handling costs shall be charged after delivery of the goods. Phoebus Interiors shall subsequently invoice these costs to the client. All such invoices shall be payable on receipt.
- vii) Phoebus Interiors and the client shall agree upon financial milestones for each stage of the project. Failure to honour these will delay progress and result in the forfeiture of any monies expended to that point.

4. Third-party suppliers

- i) The client shall form a contractual relationship with third-party suppliers (e.g. painters, upholsterers, plumbers, electricians, etc.) and shall be responsible for managing these relationships and any financial settlements directly with any such third-party suppliers.
- ii) On request, Phoebus Interiors may coordinate services and financial settlements with third-party suppliers on the client's behalf as part of the service provided, but the client shall remain ultimately responsible for contractual relationships with third-party suppliers. Phoebus Interiors is not responsible for forming any contractual relationship on behalf of the client.

5. Liabilities and remedies

- i) Phoebus Interiors shall not be liable for defects in any items acquired. However, where applicable, Phoebus Interiors pledges to find replacements and/or alternative solutions in collaboration with the client.
- ii) Phoebus Interiors shall not be liable for defects in workmanship or any items produced by third-party suppliers, but, where applicable, pledges to find replacements and/or alternative solutions in collaboration with the client.
- iii) To the extent permitted by law, Phoebus Interiors excludes all warranties, whether express, implied, statutory or otherwise. Where a warranty is implied by law and cannot be excluded, Phoebus Interiors' liability for a breach of that warranty and any liability in tort is limited to reimbursement of Phoebus Interiors' fees.
- iv) Phoebus Interiors shall not be liable to the client for any loss, damage, costs, expenses or other claims for compensation arising from any information or instruction supplied by the client that is incomplete, incorrect or inaccurate.

- v) Neither Phoebus Interiors nor the client shall be liable for any failure to perform its duties due to circumstances beyond its control, including without limitation flood, fire or otherwise adverse weather conditions.
- vi) If any of these Terms & Conditions is deemed to be or becomes void, voidable or unenforceable, the remaining provisions of these Terms & Conditions shall continue to have full force and effect.

6. Deadlines

- i) Once the client has instructed Phoebus Interiors to acquire or order any item/s, any revocation of the order or instruction must be communicated to Phoebus Interiors in writing (letter or e-mail) within three (3) working days. A working day is any day other than weekends and bank or other public holidays. This provision also applies to decisions involving third-party suppliers. Any costs incurred as a result of the revocation of such decisions shall be borne in full by the client.
- ii) Phoebus Interiors shall make every effort to ensure that deadlines are upheld. However, Phoebus Interiors shall not be held liable for the belated delivery of items or failure to comply with deadlines by third-party suppliers.

7. Copyright and publication rights

- i) The copyright, design right and all other intellectual property rights in any materials and other documents or items prepared or produced for the client by or on behalf of Phoebus Interiors in connection with interior design services provided shall belong to Phoebus Interiors absolutely.
- ii) Clients shall agree to allow Phoebus Interiors to photograph design projects during all stages, including when the project is complete.
- iii) Clients shall expressly allow Phoebus Interiors, or a photographer designated by Phoebus Interiors, to photograph the finished interiors.
- iv) Phoebus Interiors reserves the right to publish illustrations, depictions and photographs of completed interior design projects in any form, with the purpose of promoting the company's services, including, but not limited to: press, publications, online, social media, marketing, advertising, and print.
- v) Phoebus Interiors shall guarantee the anonymity of clients and shall undertake not to reveal the precise location of properties (unless otherwise requested).

8. Place of jurisdiction

Swiss law shall apply. The sole place of jurisdiction is Zurich.

Toby Alleyne-Gee

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