

Studio 30 Interiors LTD Terms and Conditions

1 – DEFINITIONS

1.1 DEFINITIONS –the following terms highlighted in BOLD shall hold the following meanings for the purposes of this document:

- **Deposit/First Payment:** The deposit is the initial payment that confirms your order and provides a 14-day cooling-off period. The first payment is the Initial amount due when you place your order, as outlined in the payment schedule in your contract/order confirmation.
- **Event Outside Our Control:** This is set out in clause 11 and encompasses circumstances and occurrences beyond our control.
- **Goods:** Denotes the merchandise we are selling to you, as itemised in your order, which may include furniture, appliances, and any other items specifically noted in the quotation, where applicable.
- **Installation only:** Signifies us providing the agreed Goods, their installation in your chosen location, excluding any connections, (unless stipulated in the installation Contract), and any secondary services related to the merchandise, performed by third-party installers.
- **Installation & Connection:** Encompasses our delivery & installation of Goods within your chosen location, including the interconnection of appliances, sinks, or taps to utilities, as well as the ducting for cooker, extractors, if needed.
- **Order('s):** Represents our request for the Goods and/Or Services, as explained in the document.
- **Service/Services:** Refers to the services we offer, as detailed in the Order, including both Installation Only or Installation and Connection.
- **Delivery:** Defined between clauses (5 – 5.6), this refers to the specific details and requirements.
- **Supply Only:** Our provision of Goods without any associated services, installations, and connections.
- **Terms:** The stipulations and conditions elaborated upon this document.
- **You/Your:** Refers to you, the client whom we are dealing with in the order.
- **We/Our/Us – (The Company):** Represents us STUDIO 30 INTERIORS LTD, Located at Unit 1 Parkland Places, 39-41, Old Milton Road, New Milton, BH25 6DJ.
- **Studio 30 Interiors LTD:** abbreviated to S30I.

1.2 – Whenever the terminology **Writing or Written** is used within these terms, this includes electronic mail, and digital messages, unless explicitly indicated otherwise.

2 - QUOTATIONS

2.1 – We'll give you a quote for the **Goods**, which will include Design or Design Services, and if needed, Installation only or Installation with connections. The quoted price will be good for 30 days unless stated differently in the quote.

2.2 – All quotes for **Installation Only, Installation with Connections, or Supply only** depend on an on-site assessment we do at your property along with the scheduled installer. This happens before you pay the **deposit/first payment** and submit your **order** to us. If a pre-fit survey isn't possible, on rare occasions a new construction, not built yet, or even an overseas project, we ask your contractor or site coordinator to review all plans provided. Failing this we have the right to charge additional time to correct any discrepancies that weren't highlighted in the pre-inspections.

2.3 - If you have opted not to utilize our professional **installation service**, a pre-fit survey will still be conducted whenever feasible. In the case of a supply-only arrangement, you will assume full responsibility for the **supply only** of the **order**.

3 – SIGNATURE DESIGN SERVICE: The value of the design is indicated in the following section.

- Discovery consultation at the S30I Studio.
- Review of any architectural plans, OR professional working drawings.
- Kitchen / Interior or Kitchen with interior flow planning.
- Spatial planning.
- Design presentations at the S30I Studio or remote working via email or digital meetings.
- Upto three designs, (this means up to three different layouts if required in one room. It's common most rooms always have more than one possibility).
- Maximum of three alterations on the confirmed design. (This means once you have finalised your preferred design, we can make up to three alterations to this design).
- Our visit to your residence covers our travel time up to 100 miles from our showroom address.
- The execution of accurate measurements taken from your property or designing from detailed plans.
- Pre-fit survey meeting.
- Professional support/advice when interior decoration is required, we can also offer you interior decoration if required, (tiles, flooring, wood, laminates, polished concrete, porcelain, lighting, and specialist wall coverings).

3.1 – Our Design service costs £250 + VAT for each room. If you're designing more than three rooms at the same time, we'll give you a 10% discount on the collective total. Our signature design service fee is only applied after we've started the initial design journey, this usually happens after the first visit either at the showroom or your home. The design fee is charged on the basis you want to commission us to work remotely / plan and design before a confirmed **order/deposit** has been confirmed. If you can visit our showroom and are happy to on multiple booked appointments, then the fee is not charged as everything is set in motion in the showroom. Once the design fee has been agreed this will be documented and deducted from your last payment in the order.

3.2 – Free design service – If you already have a design for your chosen project and would simply like a comparison quote from our exclusive supplied furniture manufacturers, then this is the service for you. Please see below what is included in the free design service.

- Discovery consultation at the S30I Studio.
- 1 design presentation at the S30I Studio.
- Review of existing plans.
- Spatial planning.

All design services can be seen on our website under Design deposit – www.studio30interiors.com

4 – OUR AGREEMENT WITH YOU

4.1 – These **Terms and Conditions** control how we provide you with **Goods and/or Services**. We will only accept **orders** if you agree to these **Terms and Conditions**.

4.2 – You must thoroughly check these **Terms and Conditions**, please make sure the **Order** is accurate before signing or making your first payment, if you don't sign the **Terms** but are happy to proceed with a **Deposit** then it's still legally binding that you have agreed with our **Terms** and **Service** we have provided you. Changes to these **Terms** can only be made in writing by a Company Director at S30I.

4.3 – By signing the **Terms** and submitting the **Order** with the **Deposit/First Payment**, you're confirming your satisfaction with our **Services**. When we receive this payment, we secure your **Order** with our suppliers with a Security **Deposit**. It's important to note that after the 14-business working day cooling-off period, we may not be able to guarantee a full refund of the **Deposit**, as it becomes part of a legal contract. We'll inform you in writing once the **Order** has been submitted and send you a confirmation when confirmed by our suppliers.

4.4- The **Order** and these **Terms** will become legally binding for both parties when we issue a written acceptance of an **Order**, thereby establishing a contract between you and us. Subsequently, if you require additional **Goods/Services**, you must submit an additional **Order** to us for such items or **Services**.

4.5 – The pictures of our products on our website in our catalogs and brochures are for visual reference only. While we've tried our best to show accurate colours, we can't guarantee that your computer screen or printed images will display the exact colours. There might be differences between the pictures and the actual products. Also, please note that exact matches among products may not be possible because of the natural materials used, this is particularly relevant for natural woods, and Granite stone.

5 – DELIVERY OF GOODS

5.1 – Once we accept your **Order**, we'll let you know the estimated delivery date for your **Order's** arrival into the country. Our suppliers follow weekly schedules based on 52 weeks in a year. When we get your **Order** confirmation your **Order** is then locked in with our suppliers and is scheduled for production, we will then provide your delivery week in writing. Keep in mind that lead times and delivery schedules can change weekly, depending on the manufacturer's production capacity/lead times. Typically, it's within 90 days after we accept your **Order**. But sometimes, events beyond our control might affect these times. You can find more details about this in Clause 11.

5.2 – We'll send you a written confirmation with an exact **Delivery** date. Your remaining payments will be due as per the Payment Schedule in the **Order**. If you're not ready for the **Delivery** on the agreed schedule and would like to change the agreement, there will be additional storage charges to factor in. (The first two weeks of storage are FOC (free of charge), (After the first 2 weeks it's then £100 + VAT per week until the new delivery week has been confirmed).

5.3 – If you have agreed to the **Installation Only/Installation with Connections**, and we've set a date as mentioned above in Clause 2.2, if you want to change it within two weeks or less of the agreed date, we will have to charge you the storage and new delivery schedule (as invoiced by our logistics department) because of this change (This also includes any costs linked to our professional fitters if we can't reschedule them for another job on the original date set). You'll get a new installation date, and you'll need to pay the rest of the **Goods/value** according to Clause 9, 9.1, 9.2, 9.3, and 9.4.

5.4 – For Supply Only, when you get your delivery, you need to carefully check all the **Goods** right away and within 72 hours. If you find any damaged or missing items and tell us within 72 hours, we'll be able to replace them for free. But if you report any issues after 72 hours, you'll have to pay for the replacement parts at their full RRP, and we'll deliver them as explained in clause 5.1 below. When it's Supply Only, we'll give you the **Goods**, Technical plans, our plans correspond with the Delivery and are always itemised by a number position or unit specification that corresponds between the plan and delivery. We can't guarantee that a member of our staff will be there for the delivery to coordinate the delivery with your installers, (Unless specified clearly you require us there on the delivery day). If you specify us to be onsite to coordinate the delivery, we can request our time to be invoiced at £83 + VAT per hour.

5.5 - Our aim is to deliver the **Goods** in a single shipment. However, if we are unable to deliver the entire **Order** at once due to operational constraints or stock shortages, we will deliver it in multiple installments at no additional delivery cost. If any part of the **Order** is found to be missing or damaged at the time of installation,

we will order the necessary replacements as expeditiously as possible. However, we shall not be held responsible for any delays or costs incurred by you due to the need for such replacement parts.

5.6 – S30I own all **Goods** provided until paid in full and have the right to recover **Goods** if monies are withheld.

5.7 Once the full payment has been made and the **Goods** have been delivered complete and fully intact You then become the owner of the **Goods**, at this point, we strongly suggest that you register all appliances and necessary items. Please refer to clause 6.1.

6 – OUR GUARANTEES

6.1 – All products in your **Order** will come with a manufacturer guarantee. The details of the guarantee will vary from one manufacturer to another. We will provide a full manufacturing guide during our design creation stage. It will be your responsibility to register the guarantees with the chosen manufacturers, we can't register your **Goods** once the delivery is completed, (please refer to clause 5.6).

6.2 – Pronorm Furniture (guarantee provided for public view on their website, www.pronorm.de) 5 year guarantee declaration Our trading partners are granted a 5-year guarantee. The guarantee covers defects and damage based on design, manufacturing, material, or workmanship errors and includes free delivery of a necessary part of the same art, quality, and type to the dealer. Delivery of visually and technically modified parts is possible. The guarantee period begins on the date of delivery of the Goods to the retailer. The transfer of this agreement to a third party is not possible. Claims under the statutory warranty period of two years shall remain unaffected.

We kindly request claims notified to us under guarantee be made in a detailed manner, at best supplemented with photographic documentation, and describing information of the damage immediately. The guarantee applies only to the replacement of defective parts. Assembly, transport, travel and follow-up costs, compensation, and personal injury as well as the elimination of damage to parts not manufactured by Pronorm or the like are not part of this guarantee. The guarantee is neither extended nor is a new guarantee period set in motion by subsequent delivery of individual parts. If repairs, alterations, or modifications are made by persons who are not expressly authorized to do so by the manufacturer and do not follow the provided care and assembly instructions will automatically forfeit the guarantee and shall invalidate warranty claims. The guarantee will be completely invalidated, even if only a part of the guaranteed conditions contained in the guarantee have not been fulfilled. Assembly, wear and tear, damage by water, and age-related colour deviations due to light and environmental influences are not covered by the guarantee. Colours are coordinated and defined under standard conditions like daylight. Colour deviating factors may depend upon the type of light (daylight, halogen lighting, direct sunlight, among others) and the climatic environment, the different reactions of surfaces, and materials.

We request you to consider unavoidable colour and structural deviations, even with identical colour descriptions, similar base material, and surface structure in the event of subsequent deliveries, as justified and represent no cause for complaint. Neither do insignificant changes to the services with regards to colour, shape, layer thickness, construction, and other design of the values specified in the description, nor other insignificant changes trigger the guarantee claim, provided that they are reasonable or if they are customary in the trade in terms of quantity, quality or design tolerances. The change is reasonable if the legitimate interests of the trading partner are not affected. In particular, if the value or use is not impaired by the trading partner. The guarantee is also expressly not applicable for accessories such as electrical appliances, lights, sinks, taps, waste collectors, etc. General warranty regulations apply here. Moreover, the guarantee does not cover parts subject to wear and tear, moving parts, fragile parts such as glass, rubber parts, or lamps, as well as damages and defects caused by improper use. The geographical scope of this guarantee applies to all countries in which trading partners are located. Claims made under guarantee are subject to German law.

6.4 – Our British-made and European branded ranges consist of (Kitchens, Bathrooms, Bedrooms & home studies all come with the following guarantees) these Guaranteed **Goods** should be free from material defects and match the Specifications of your order. If they don't, we'll replace them at no extra cost. If you face any issues within this period, please contact us in writing with photographic evidence.

- 10 years for the cabinets
- 5 years on Painted Ash wood or MDF doors
- 5 years for Vinyl wrapped doors
- Lifetime guarantee for hinges and drawer runners specific to suppliers' guarantees.

6-6 – When our product lines increase, we will be legally liable to update our manufacturer's Guarantees or supply separate guarantees for new products. All guarantees will be provided to you with your quote and order acceptance.

6.7 – All European manufacturers need to support a guarantee for a minimum of 1 year. Where furniture is related the rule of thumb is usually 5 years unless a larger guarantee is offered.

7 – PROVIDING SERVICES

7.1 – We shall deliver the Services to you starting from the date mutually agreed upon in writing until the completion of the Services specified in the **Order**.

7.2 – Our utmost endeavor is to finalise the services by the estimated completion date indicated in the **Order**. However, unforeseen deals may arise due to an Event Outside Our Control. For obligations when confronted with such an Event, please refer to Clause 11

7.3 – All copyright, design rights, and other intellectual property rights related to the **Goods**/services and any drafts, drawings, or illustrations provided to you shall remain our property unless stated otherwise or has been charged and paid for such as our Signature Design Service, please see clause 3.1.

8 – CUSTOMERS RESPONSABILITIES

8.1 – You need to give us full access to your property, the Installation area, and parking. If there are any restrictions at your place, please notify us when you place the **Order**.

8.2 – If you have chosen supply only these next areas don't apply, but if you have chosen either **Installation only/Installation with connections** please follow the instructions below. (Doesn't apply if you have requested **full installation service** and has been agreed in the pre-fit contract)

- Fixing any damaged interior fixtures and fittings before the Installation is scheduled.
- Correcting wall and floor imperfections.
- Any redecoration is advised before/after the installation.
- To make sure the workspace is clear and easy to get to, with no hazards in the way.
- Any prep work to be completed following our technical drawings provided, (electrical upgrades, if necessary, electrical points updated, plug sockets changed, fuse box upgraded if required, gas locations correctly finished or relocated, make sure gas is switched off, plumbing locations correctly positioned).
- Please make sure all prep work meets the necessary safety standards.
- Supplied with Installation only/Installation with connections we will take care of the packaging to be removed. (If you choose supply only, you're responsible for disposing of the packaging yourself).

9 – PRICING AND PAYMENT

9.1 – The price of the **Goods** excludes delivery and fitting costs, which will be added to the total amount and detailed in the **Order** (unless stated otherwise in the contract).

9.2 - If we're supplying **Goods** to you, you need to pay for them in advance through a bank transfer. The deposit/first payment is due when you submit your **Order**. The rest of the **Order** is specified in the payment schedule in your **Order**. (Must be paid in full within two weeks at the latest of the Scheduled delivery week, unless stated otherwise in the contract)

9.3 – If you don't make payments by the due date, we can charge interest at the Bank of England Official Bank Rate applicable at the time of the agreement (for both business to business and business to consumer rates), starting from the due date until you pay the overdue amount, whether or not there's a court judgment. (You're responsible for paying both the interest and any overdue amounts). This will be subject to change in line with the Bank of England Official Bank Rate.

9.4 – If you genuinely dispute an Invoice/payment reminder and tell us promptly after receiving it, Clause 9.3 won't apply to the disputed amount while the dispute is ongoing. However, you still must pay the undisputed part of the invoice according to these Terms.

10 – OUR RESPONSIBILITIES TO YOU

10-1 – If we don't follow these Terms and you suffer losses or damages because of it, we're responsible, but only if those losses or damages were reasonably foreseeable when we entered this contract.

10.2 – When we install **Goods** at your place, we promise to fix any damage caused by our installation, except for any issues that were already there. We're not responsible for pre-existing problems.

10.3 – Our **Goods** are for personal use, not commercial. We're not liable for any business-related losses like profit, interruptions, or missed opportunities.

10.4 – There are certain situations where we can't limit our responsibility as follows:

- If someone is injured or killed due to our negligence or the negligence of our employees, agents, or subcontractors.
- In cases of fraud or misleading actions.
- When we violate specific terms required by Law.
- If there's a problem with a product under consumer protection Laws.

(These terms make sure we're responsible for what we should be not for things beyond our control).

11 – UNFORESEEN EVENTS BEYOND OUR CONTROL

11.1 – We're not responsible if we can't do what we agreed to in these Terms due to events beyond our control. These events would include areas such as (Strikes, Riots, War, and Natural Disasters)

11.2 – If one of these events happens and affects our duties:

- We will contact you as soon as it's possible, (in writing, by email, or by digital message)
- Our responsibilities will be put on hold, and we'll extend the time to meet our obligations. If it affects the delivery of **Goods**, we'll work with you to set a new schedule once the event is over.

11.3 – If one of these events goes on for more than 90 days, either you or we can choose to terminate the contract. If you decide to cancel due to one of these events, we'll give you a full refund as explained.

- If you've paid for **Goods/Services** that haven't been delivered or performed yet, we'll give you a full refund.
- If you've already received **Goods/Services** you'll need to pay for what you've received up to the cancellation date, but any payments for future deliveries or services after the cancellation date will be refunded.

- If we've started making customer **Goods** for your **order** before we cancel, you won't be charged, and you won't need to pay us anything.

12 – ABOUT US, S3OI AND HOW TO REACH US

12.1 – We are a registered company in England with the company number 10377022.

12.2 – Our registered office is at Suite 7, Wessex House, St Leonards Road, Bournemouth, BH8 8QS

12.3 – Our VAT registration number is: 35577 53181.

12.4 – For any concerns, please contact us at Tel: 01425 209900 Or email: Contact@studio30interiors.com

12.5 – Our website is www.studio30interiors.com

13 – HOW WE UTILISE YOUR PERSONAL DETAILS

13.1 – We use your personal information for the following purposes

- To register your Surname and Address details with manufacturers when ordering your chosen fitted furniture.
- To schedule the delivery of your Goods and Services with our logistic suppliers.
- To process your payment/payments.
- So, we can inform you about similar products or services, but you can opt-out anytime by contacting us.

13.2 – Your data won't be shared with third parties except in these cases:

- With S3OI LTD and/or our manufacturers for order processing and client follow-ups.
- If we transfer our rights or obligations, we'll notify you in writing, and your rights won't be affected.

14 – OTHER IMPORTANT CLAUSES

14.1 – If we need to subcontract (e.g., for delivery or installation), we can transfer our rights and duties to another organization. This won't affect your rights or our commitments in these Terms.

14.2 – You can pass on the guarantees in clause 6 to a new property owner by telling us the new owner's name and contact details. You can also transfer guarantees under Clause 6 if the manufacturer allows it.

14.3 – You can't transfer other rights or duties in these Terms without our written agreement.

14.4 – These Terms are governed by English Law. You and we agree to English court jurisdiction. If you live in Northern Ireland, you can also go to Northern Ireland courts. Similarly, if you live in Scotland, you can choose Scottish courts.

15 – CONSUMER RIGHTS

15.1 – As a consumer, you have legal rights when **Goods/services** are faulty or not as described. We must provide **Goods** that match their description, are suitable for their purpose, and meet quality standards. You can get more information about your rights from local consumer advice organizations. These legal rights are not affected by these Terms.