

# Terms and Conditions- Amy Reich LLC

These Terms and Conditions apply to **all** Services provided by us, **Amy Reich LLC**, an Illinois limited liability company registered in the United States whose registered address is at 1658 N.Milwaukee Ave, Suite 100-2824 Chicago, IL 60647 -6905 (**referred to as “we/us/our”**).

## 1. Definitions and Interpretation

1. In these Terms and Conditions, unless the context otherwise requires, the following terms have the following meanings:

“Consumer” is as defined in the Consumer Rights Act 2015;

“Contract” means the contract formed between you and us, as detailed in clause 2;

“Client/You/Your” means you, the Consumer, firm or corporate body purchasing the Services;

“Products”, where applicable, means the products, including e-products such as e-books and courses, to be provided by us to you as detailed in our Proposal or as ordered by you via our Website;

“Proposal” means our estimate for providing the interior design Services, which unless otherwise stated, remains open for acceptance for a period of 30 days and constitutes our entire scope of works. This may be by way of a formal fee proposal or an email confirmation;

“Services” means the interior design services to be provided by us to you as detailed in our Proposal; and [www.amyreich.com](http://www.amyreich.com)

2. Each reference in these Terms and Conditions to:

1.“writing” and “written” includes emails;

2.a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

3.“these Terms and Conditions” is a reference to these Terms and Conditions as may be amended or supplemented at the relevant time;

4.a clause is a reference to a clause of these Terms and Conditions; and

5.a “Party” or the “Parties” refer to the parties to these Terms and Conditions.

## 2. How the Contract is Formed

1. These Terms and Conditions govern the sale of all Services and Products provided by us and will form the basis of the Contract between you and us.
2. Following our initial consultation, we will provide you with a Proposal for the Services and/or Products you have requested. This will be based on the brief given by you at this initial consultation (or received in our welcome questionnaire). All details of the project or any relevant information must be given to us fully and to the best of your knowledge. A legally binding Contract between you and us will be created when you accept our Proposal. Before accepting our Proposal, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask us for clarification. No terms or conditions issued or referred to
3. you in any form will in any way vary or add to these Terms and Conditions unless we agree otherwise in writing.
4. You may be able to purchase Products directly from our Website. In this event, our Website will guide you through the ordering process. Your order constitutes a contractual offer that we may, at our sole discretion, accept. All orders are subject to acceptance by us and we will confirm such acceptance to you by sending you an email that confirms that the order has been successfully processed (**“the Order Confirmation”**). The Contract between us will only be formed when we send you the Order Confirmation. The Order Confirmation will contain full details of the Product(s) ordered, the price (including any taxes and other additional charges), and where applicable, the estimated date on which the Product(s) will be delivered.
5. Any Proposal we may send is based on the information provided us at the time we prepare it. If any errors or discrepancies become evident which affect our price, we reserve the right to make adjustments to it.

### **3. Interior Design Services ( On site)**

1. We will ensure that our Services are provided with reasonable care and skill and in accordance with best trade practice. Our Services, and any guidance we provide, will be from an interior design perspective only; you must gain specialist advice from architects, building control, structural engineers or other specialist contractors or trades where applicable.
2. We will provide you with a number of designs which will need to be approved by you in writing. We will accommodate a maximum of two revisions to your chosen design. Any further alterations, any changes to the original brief, any changes required after you have approved the design, works required outside of our normal working hours (Monday to Friday, 8 am – 4 pm CST excluding bank holidays) or any additional visits required above the allowance included for in our Proposal will be chargeable at our hourly rate applicable at the time.
3. If you require any additional services after accepting our Proposal, we will provide you with a further Proposal, which must be accepted by you in writing before we will proceed.
4. We may provide sketches or impressions before or during the provision of the Services. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the works to be provided, nor to guarantee specific results and is not to be used for construction purposes unless specifically issued as such.
5. It is your responsibility to check all dimensions and measurements set out in any plans we provide and it is the builder or contractor's responsibility to report any discrepancies to us prior to any construction or building work starting.
6. If we are asked to provide lighting, heating, flooring or other plans, we will produce these as guidance only from a design point of view. It will be the relevant contractor's responsibility to ensure the work from the plans we have created is safe and practical.
7. We will provide our designs and plans digitally and have included for this in our Proposal. If you require printed materials, we will charge for our costs in providing these.
8. We may provide suggestions for products or other services to be provided as part of your project. You are under no obligation to accept these suggestions but if you decide to, you will need to ensure the relevant supplier is suitable for your needs. A separate contractual

relationship will be created between you and the supplier, under separate terms and conditions. You will be responsible for making arrangements and paying the supplier directly and they will be liable to you directly for their actions or inactions.

9. We may agree to coordinate the ordering of products for your design. We cannot be held responsible for arranging repairs, replacements, returns or freight claims for purchases you have made. We strive to select furniture and accessories and brands with good reputations; however, will not be held responsible for the quality of any furniture or accessory that we select or propose.
10. If we agree to meet with you, we reserve the right to charge for our mileage and traveling time depending on location. Mileage will be charged at \$0.58 per mile unless otherwise agreed. We require a minimum of 48 hours notice by voicemail, if the agreed meeting date or time is to be changed. If we receive less than 48 hours notice, we reserve the right to charge for any costs incurred by us.
11. Any timelines we provide are for guidance only and are not of the essence of the Contract.

### **4. E-Design Services**

1. E-Design services are an online design/decorating consultation service only. All recommendations are regarded as suggestions to improve the aesthetic of your space and are not intended for construction services.
2. You are responsible for confirming the accuracy and completeness of any information that is provided.
3. Floor plan measurements and details are for illustration purposes only, and as such, the floor plan or any related materials that illustrate the arrangement or placement of recommended items is intended to be used solely as a rough sketch in order to demonstrate the suggested placement or arrangement of recommended items.
4. All objects depicted in floor plans or any related materials that illustrate the arrangement or placement of recommended items will be chosen as an "approximate match" to represent those pieces that have been noted in the shopping lists. Colors, sizes and other details may not be exact.
5. You agree to correspond strictly through online communication using email and allocated, previously arranged calls in 15 minute blocks up to a maximum of 4 hours, unless otherwise agreed in writing. You agree to pay our current

- hourly rate for unscheduled phone calls, and texts not previously agreed or above the 4 hours.
- 6. We will not be responsible for the means, methods or procedures of the construction, fabrication, delivery & installation, or safety precautions in connections with the e-design project.
  - 7. Product sourcing is limited to certain countries.
  - 8. In the event that you have a space that is a combination-use room (i.e. living room/dining room combination), payment will be for the number of spaces combined, unless otherwise agreed in writing.
  - 9. Two design revisions are included in every e-design package. Additional revisions beyond those included are available at additional cost to be agreed upon in writing.
  - 10. We cannot guarantee the prices or long-term availability of merchandise listed in your product shopping list.
  - 11. We cannot be held responsible for arranging repairs, replacement or freight claims for purchases made in conjunction with recommendations for your e-design project.
  - 12. We shall have the right to document the project notes, boards and photos, which may be used for portfolio, blog, social media, public display and similar publicity purposes. Your first name and location will not be used in connection with the documentation unless specified to the contrary. Your data will be held in accordance with our Privacy Policy. All documentation used on our behalf shall be paid by us. In addition, if you apply the tips and suggestions given and document these changes, we must be given credit as the consultant for the project if your documentation is released to the public.

## 5. Products

- 1. We make all reasonable efforts to ensure that all descriptions and illustrations of Products available from us correspond to the actual Products that you will receive. Please note, however, that images shown on our Website or in our marketing literature are for illustrative purposes only. There may be slight variations between the image of an item and the actual Product sold due to differences in computer displays and lighting conditions.
- 2. Please note that clause 5.1 does not exclude our responsibility for mistakes due to negligence on our part and refers only to minor discrepancies. Please refer to clause 7 if the Products are incorrect.
- 3. All Products purchased through our Website will normally be delivered within 30 calendar

- days of the date of our Order Confirmation unless otherwise agreed (subject to events outside of our control).
- 4. In the unlikely event that we fail to deliver the Products within 30 calendar days of our Order Confirmation (except as detailed in clause 5.3), you may cancel your order immediately if we have refused to deliver your Products or if you told us when ordering the Products that delivery within that time period was essential.
  - 5. If you do not wish to cancel under clause 5.4 or if none of the specified circumstances apply, you may specify a new (reasonable) delivery date. If we fail to meet the new deadline, you may then cancel your order.
  - 6. Delivery shall be deemed complete once we have delivered the Products to the address provided in your order.
  - 7. If we are unable to deliver the Products on the delivery date (if, for example, no one is available at your address to receive the Products) we will leave a note informing you that the Products have been returned to our premises, requesting that you contact us to arrange re-delivery. The re-delivery will be chargeable.
  - 8. The risk in the Products shall remain with us until they come into your physical possession.
  - 9. Ownership of the Products passes to you once we have received payment in full of all sums due (including any applicable delivery charges).
  - 10. If your order is for an **e-Product**, such as a course or e-book, the paid content will be made available to you immediately when we send you our Order Confirmation and will continue to be available and/or until you end the Contract depending on the e-Product.
  - 11. Where any updates are made to paid content, it will continue to match our description of it as provided to you before you purchased the paid content. Please note that this does not prevent us from enhancing the paid content, and so going beyond the original description.
  - 12. Due to the nature of e-Products, all sales on e-Products are final.
  - 13. In some limited circumstances, we may need to suspend the provision of paid content (in full or in part) to fix technical problems, make necessary minor technical changes or update the paid content to comply with relevant changes in the law or other regulatory requirements.
  - 14. If we need to suspend availability of the paid content for any of the reasons set out in clause 5.13, we will inform you in advance of the suspension and explain why it is necessary (unless we need to suspend availability for

urgent or emergency reasons such as a dangerous problem with the paid content, in which case we will inform you as soon as reasonably possible after suspension). If this occurs, your access to the paid content will be extended by a period equivalent to the length of the suspension (unless the period of suspension is less than 5 days). The suspension will not last for more than 14 days.

15. We may suspend provision of the paid content if we do not receive payment on time from you. We will inform you of the non-payment on the due date, however, if you do not make payment within 48 hours of our notice, we may suspend provision of the paid content until we have received all outstanding sums due from you. If we do suspend provision of the paid content, we will inform you of the suspension.

## 6. Price and Payment

1. Our standard payment terms for projects over \$500 are as follows:
  - 1.50% of the quoted fee is payable once our Proposal is accepted. We will be unable to commence the work until this payment has been paid in full;
  2. The remaining quoted fee (if any) is payable no later than 60 days following your acceptance of the Proposal and before any drawings and plans we have produced are sent to you or your chosen contractors to begin the work, where applicable.
2. We reserve the right to issue additional progress invoices and the final invoice at any time, if the Services are delayed through no fault of our own. We also reserve the right to request 100% of the quoted fee up front at our sole discretion and for projects under \$500 and will specify this in the Proposal.
3. The Services will be deemed complete, and the final invoice will be issued, once our design has been provided. We may include additional advice and support for a set amount of hours. If this is the case, we will set this out in our Proposal. If you require further support, this will be chargeable at our standard hourly rate.
4. Unless otherwise agreed, our hourly rates are found on the proposal.
5. All quoted prices include VAT ( value added tax) where applicable.
6. All invoices are payable immediately or within 7 calendar days from the date of invoice, without set-off, withholding or deduction.
7. We make all reasonable efforts to ensure that any prices shown on our Website are correct at the time of going online. All prices are checked

by us before we accept your order. In the unlikely event that we have shown incorrect pricing information, we will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your order, we will simply charge you the lower amount and continue processing your order. If the correct price is higher, we will give you the option to purchase the Products at the correct price or to cancel your order (or the affected part of it). We will not proceed with processing your order in this case until you respond. If we do not receive a response from you within 48 hours, we will treat your order as cancelled and notify you of this in writing.

8. If we discover an error in the price or description of the Products on our Website after your order is processed, we will inform you immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract and receive a refund if this happens.
9. If you do not make payment to us by the due date, we will stop providing our Services and will charge you interest on the overdue sum at the rate of 12% per annum. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, both before or after judgment. This will not apply if you have promptly contacted us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.
10. Should the work be delayed or postponed for a period of 6 months or more in any one stage, through no fault of our own, we reserve the right to review and amend our fees and will notify you of this.
11. We will be working with the client's budget. On occasion, freight and delivery charges are not known until the end of the lead-time. Prices of furnishings and other products are subject to change. We cannot be held liable for additional or unforeseen costs.
12. Delays due to contractors/builders or site delays whilst we are undertaking a project management role cannot be claimed against us.
13. All orders placed via our Website must always be paid for in advance and will be taken we process your order and send you an Order Confirmation (this usually occurs immediately and you will be shown a message confirming your payment). All payments have to be made using our chosen payment gateway provider, such as PayPal. We do not accept checks. Payments will go through this payment gateway provider's website. No credit or debit card

information is provided to us and completion of the transaction will be subject to you agreeing to the payment gateway provider's terms and conditions. A separate contractual relationship will be created between you and the payment gateway provider and we cannot be held responsible for their actions or lack of actions.

## 7. Problems with e-Products

### 1. In the case of e-Products ordered:

- 1.If the paid content has faults, you will be entitled to a repair or a replacement;
  - 2.If we cannot fix the problem, or if it has not been (or cannot be) fixed within a reasonable time and without significant inconvenience to you, you may be entitled to a full or partial refund;
  - 3.Please note that we will not be liable if we informed you of the fault(s) or other problems with particular paid content before you accessed it and it is that same issue that has now caused the problem (for example, if the paid content in question is an alpha or beta version and we warned you that it may contain faults); if you have purchased the paid content for an unsuitable purpose that is neither obvious nor made known to us and the problem resulted from your use of the paid content for that purpose; or if the problem is the result of misuse or intentional or careless damage.
2. For further information on your rights as a consumer, please contact your local Better Business Bureau.

## 8. Termination

- 1 Either party may terminate the Contract for cause if (a) the other party breaches any material provision of the Contract or these Terms and Conditions, or repeatedly breaches any provision of the Contract or these Terms and Conditions and fails to cure such remedy within 10 days of receiving written notice from the terminating party specifying in reasonable detail the nature of such breach; or (b) the other party generally fails to pay its debts as they become due, admit in writing its inability to pay its debts generally, makes a general assignment for the benefit of creditors or any bankruptcy or similar debt relief proceedings are instituted by or against the other party or the other party takes any corporate action to authorize the actions set forth in clause 6. Either party may terminate the Contract if a court of

competent jurisdiction (or other administrative body empowered to issue such orders) issues a final order or judgment holding that the Contract or the Services offered therein are in violation of law. Any termination pursuant to this clause will be deemed effective upon the terminating party providing the other party with written notice of such termination in accordance with the notice provisions of the Contract.

2 In the event of termination by us, we will be compensated for the Services provided prior to termination as well as any applicable reimbursements.

3 Any termination will not affect your obligations to us under the Contract or these Terms and Conditions, including but not limited to, indemnification and limitation of liability, which are intended to survive such termination.

## 9. Our Liability

- 1 To the maximum extent permitted by applicable law, in no event shall we or any of our members, managers, officers, employees, or agents be liable to you for any lost or imputed profits or any indirect, incidental, consequential, special, reliance, or punitive damages. In the event of a breach by us of our express obligations under these Terms and Conditions, your remedies will be limited to damages, which in any event, will not exceed the fees paid by you for the Services.
- 2 We will use our own exclusive judgement when deciding upon artistic factors required for the provision of the Services. We will not accept liability, and no refunds will be offered, in the unlikely event that you are dissatisfied due to a matter of personal taste.
- 3 We may provide referrals or recommendations to other companies. Please be aware that we may receive commission payments from these companies. However, the decision regarding their suitability rests with you and we accept no liability for their actions or lack of actions.
- 4 We cannot be held responsible for issues or defects in our Services where we have relied on information provided by you or other companies instructed by you.
- 5 In connection with the Contract and the Services, you agree to indemnify, defend and hold us, our affiliates, and their respective successors and assigns, directors, officers, employees, representatives, agents, licensors, advertisers, suppliers and service providers

harmless from any and all claims, liabilities, damages, losses, cost and expenses (including reasonable attorneys' fees, accounting fees and/or other professional fees), arising in any way out of or in connection with (a) your use of the Services or (b) your breach of the Contract or these Terms and Conditions. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you and all negotiations for its settlement or compromise, and you agree to fully cooperate with us upon our request.

6. THE SERVICES AND ALL OF OUR CONTENT, PRODUCTS AND MATERIALS MADE AVAILABLE ON, THROUGH OR IN CONNECTION THEREWITH, INCLUDING IN CONNECTION WITH ANY THIRD PARTIES, ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, OR ANY GUARANTY OR ASSURANCE THAT THE SERVICES WILL BE AVAILABLE FOR USE, OR THAT ANY PRODUCTS, FEATURES, FUNCTIONS, SERVICES OR OPERATIONS WILL BE AVAILABLE OR PERFORMED AS DESCRIBED. ALL IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS RELATING TO THE SERVICES ARE HEREBY DISCLAIMED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM US OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS THROUGH THE USE OF THE SERVICES.

## **10. Intellectual Property Rights**

1. We own (and retain) all intellectual property rights subsisting in any and all designs we create and all content on our Website.
2. Provided payment is made in accordance with the terms of payment above, we will grant you a non-exclusive license to use the intellectual property the subject of the Contract, only for the purposes for which we are engaged by you. The license will become effective once the final design is provided. You may not sub-license these intellectual property rights without our prior written permission.
3. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of our intellectual property rights.

4. Any license granted shall be automatically revoked if you breach any of these terms and conditions or if the Contract is cancelled in accordance with clauses 7, 8 or 9.
5. The license will apply only to the final design and will not extend to any draft concepts, images, designs or other material viewed by you. These cannot be used without our express permission.
6. We will issue designs in our standard, non-editable format only. If you require CAD or other information which could be manipulated by others, please inform us in advance. We will only issue these at our sole discretion and subject to the acceptance of our Professional Indemnity insurers and this will be chargeable (typically at the remaining fee for the total project phase).
7. You warrant that any document given to us will not cause us to infringe the intellectual property or other legal rights of any third party.
8. We reserve the right to use any design created by us and take photographs of the property for our own promotional purposes. Please advise us when accepting our Proposal if you do not agree to this.

11. **Events Outside of Our Control (Force Majeure):** We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism or war, governmental action, epidemic or other natural disaster, or any other event that is beyond our control.

## **12. Feedback**

1. We always welcome feedback from our clients and, whilst we always use all reasonable endeavors to ensure that your experience as a client of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint.
2. If you wish to complain about any aspect of your dealings with us, please contact us in writing in the first instance. We will respond to your complaint within 14 days.

## **13. Other Important Terms**

1. We may transfer (assign) our obligations and rights under these Terms and Conditions (and

under the Contract, as applicable) to a third party (this may happen, for example, if we sell our business). If this occurs you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms will be transferred to the third party who will remain bound by them.

2. You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.
3. The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
4. If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) will be deemed severed from the remainder of these Terms and Conditions and the remainder will be valid and enforceable.
5. No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

#### **14. Governing Law and Jurisdiction**

1. These Terms and Conditions (and the Contract), including any non-contractual matters and obligations arising from them or associated with them, will be governed by, and construed in accordance with, the laws of the state of Illinois. All legal and equitable actions shall be submitted to the exclusive jurisdiction and venue of the State and Federal Courts situated in the State of Illinois of the United States.