



Elegant. Exclusive. Exquisite.

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TERMS & CONDITIONS

BY USING OUR SERVICES, YOU ACCEPT AND AGREE TO THESE TERMS AND CONDITIONS AS APPLIED TO THE SCOPE OF THE PROJECT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR OTHERWISE USE OUR SERVICES.

1. IN THESE TERMS AND CONDITIONS

The following terms and conditions of use during the Interior Design process govern you (our client). The use of our services which shall include without limitations our contract, orders, samples, site visitations, preliminary and final proposal design drafting, measuring & fitting, proposals, delivery, price- quotations, payment terms, cancelling orders, return of goods & funds, warranties & liabilities,

You will not use our services for any purpose that is unlawful or prohibited by these Terms and Conditions.

The contents of the terms & conditions do not constitute advice and should not be relied upon in making or refraining from making, any decision.

2. OUR CONTRACT

Being legal & Binding our contract stipulates that the client agrees to engage the Interior Designer subject to and in accordance with the conditions of engagements attached hereto and the Interior Designer agreement to provide professional services subject to and in accordance with the said conditions of engagement. This agreement and the said conditions of engagement shall together constitute the Agreement between the client and the Interior Designers.

Our employees or anyone acting on our behalf are not authorized to make any representations concerning our Goods or Services unless confirmed by us in writing.

3. ORDERS

When you place an Order with us we will send you confirmation of your Order in writing. You must bring any discrepancies in the Order to our notice within 5 days of receiving confirmation of the Order from us. If you do not receive your order confirmation within 5 days, please contact us immediately. If you fail to do so, we shall be entitled to assume that the details in the order confirmation are correct. We reserve the right to charge for any subsequent changes necessary as a result of your failure to properly check the order confirmation.

From time to time we may have to change the specification of Goods ordered without notice to you, but we will only do so if the change in specification is required so that you can receive the most up to date specification or because we have to comply with any applicable EC requirements. We will ensure that any changes do not materially affect the performance quality or appearance of the services.

4. SAMPLES

Every care has been taken to describe and portray fabrics and items accurately using current photographic and print technology, but slight variations in actual Goods may occur. We strongly recommend that you request a sample prior to ordering to check colour and texture.

Samples are intended as a representation of the fabric but not as an exact match as there may be variations of colour between batches of fabric. If you are sensitive to shade, particularly with silks, we recommend you request a stock cutting that is a sample from the current batch of stock. We will reserve for you the quantity you require for your Order for 7 days from the date we dispatch the stock cutting to you.

Samples may be labeled either side of the fabric. If you are unsure about which is the correct side and it is important to you please call us for clarification.

5. MEASURING AND FITTING

Unless you use our measuring service, Goods are manufactured in accordance with the measurements provided by you.

All items will be quoted for individually including, where requested, installation of all the Goods ordered.

A fitting service is available in some areas. A quote for fitting of Goods is available upon request. Fitting charges are quoted on the basis that we are able to obtain good fixings for all fittings and we are able to obtain unobstructed access to your space on our first visit for fitting. If at the time of fitting the Goods it is discovered that due to the condition of your walls or substandard building work good fixings cannot be obtained, or we do not have free unobstructed access to your space, we will not fit the Goods ordered until building work necessary to allow us to obtain good fixings has been completed correctly or you have cleared the access to your window. We will not be responsible for carrying out any building work or for moving any items to clear access to your space.

We reserve the right to make an additional charge if we have to return to your property on a second occasion to complete the fitting of your Goods after such building work has been completed or access cleared.

6. DELIVERY

Your Interior Design works duration will be guaranteed on the time of the agreement of the contract unless a specific date has been agreed and is confirmed in the order confirmation.

7. CONSULTANCY PROCESS

After getting to know the clients' needs, the following takes place:

The client signs a contract binding him/her and Elle Interior Designers which includes a standard fee of **3,500.00 Kshs** for Residential Projects. And a standard fee of **5,000.00 Kshs** for Commercial Projects. This fee is used to open a client file in which the clients project information will be stored during the entire process.

The project manager fills in the client information from with the help of the client. This ensures that all the relevant information is picked and that the end result reflects the client's interest and not our firms.

The first site visit is then done and all the relevant information picked, from measurements to photographs and drafts. Note that all site visits within Nairobi will be charged a standard fee of **2,000.00 Kshs** while those without Nairobi i.e. kiambu, Muthaiga, Runda e.t.c. will be charged **4,000.00 Kshs** unless otherwise agreed with the client.

If The site is in the out skirts of Nairobi i.e. Eldoret, Mombasa, Nakuru, Kisii, Nyeri e.t.c then a standard site fee of **4,000.00Kshs** will be maintained but the client will therefore cater for travelling and accommodation expenses unless otherwise agreed with the client.

We embark on preparing a proposal that is availed to the client after a maximum of two weeks using the information collected via the client information form and our interior designers' ideas.

Upon approval by the client, we begin the project. Clients are updated on their projects on a daily basis.

30 days after completion of a project, a site visit is carried out to ensure that the necessary repairs are done and any changes made.

8. PRICING - QUOTATION

We will confirm the Price of Goods & quotations once the client and the Interior Designer have settled on the type of design and items identified. Charges must be paid in addition to the price stipulated.

9. PAYMENT TERMS

Unless agreed otherwise, all payments must be in Kenya shillings into the following accounts:

BARCLAYS ACCOUNT BRANCH: HURLINGHAM BRANCH
ACCOUNTNAME: ELLE INTERIOR DESIGNERS LTD
ACCOUNT NUMBER: 1052284

EQUITY BANK: COMMUNITY BRANCH
ACCOUNT NAME: ELLE INTERIOR DESIGNERS
ACCOUNT NUMBER: 0170292660512

We accept payment by cheque drawn on any bank within Kenya. Please allow 7 working days for cheques to clear for works to commence.

In the case of services made to your specification, a 50% deposit must be paid at the time the Order is placed with us. We will not be able to start your Order until we have received your 50% deposit in cleared funds. The balance must be paid prior to your Order being developed. Please note that your Order can only be developed once we have received the full balance in cleared funds.

In the case of services not made to your specification, kindly contact us for more information and clarification on your project development.

10. CANCELLING / TERMINATING OUR SERVICES AND REFUNDS

If in our reasonable opinion you breach any of these terms & conditions, Elle Interior Designers limited may suspend, terminate or limit you access to our services effectively immediately.

If any of these terms & conditions is invalid or unenforceable, the relevant term will be struck out and the remaining terms remain in force.

If your services were not made to your specification you have a right to cancel or terminate our services for any reason whatsoever providing you notifying us at any time before complete delivery of the services has taken place.

Where the Services have been delivered and you wish to cancel your Order in accordance with the above Condition, we shall be entitled to have you pay for a service charge depending on the time consumed, labor and other resources.

11. WARRANTIES AND LIABILITY

Subject to the Terms set out we warrant that upon delivery of our services, we will correspond with specifications, approximate description given by us for the stipulated project provided that we shall be under no liability arising from failure by any person, other than us or our employees or contractors.

We shall not be liable to you nor be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the Contract, if the delay or failure was due to any cause beyond our reasonable control such as (but without limitation) any strike, natural causes or other form of industrial action, reduction in or unavailability of power.

We do not accept liability for any indirect loss you may suffer.

12. COPYRIGHT

All copyright, trade marks and all other intellectual property rights owned by Elle Interior Designers and its content (including without limitation the Website design, text, graphics and all software and source codes connected to Elle) are owned by or licensed to Elle Interior Designers or otherwise used by Elle Interior Designers as permitted by law.

In accessing our services you agree that you will access the content solely for your project use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the Website for personal use.

13. GENERAL

-You must not copy any of our designs without obtaining our permission in writing.

- Any written notice you want to send must be sent to us at:

Elle Interior Designers LTD
Chania Avenue, off ring road Kilimani behind Yaya Center
0717-498981 / 0751-511725 / 0735-459139
P.O. Box 50468-00200
Nairobi. Kenya.

-If we want to send you a written notice we will send it to the address on your Order form, unless you notify us otherwise.

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions shall remain in full force and effect.

-If we do not enforce a term of these conditions now, we are not prevented from doing so at a later stage.

-A person who is not a party to the Contract has no rights under the Contracts Act to enforce any term of these Conditions but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

-The Contract shall be governed by the laws of Kenya, and the Customer agrees to submit to the non-exclusive jurisdiction of the Kenyan courts.