



## Our Terms of Business

### 1. Preliminary


- 1.1 These general Terms and Conditions (the "Terms of Business") shall apply to all forms of services provided by Nicola Pratt T/A LIFE Style ("LIFE Style", "we", "us" or "ours") to the Client to whom the Letter of Agreement is sent ("you" or "your"). They shall apply separately to each Service subsequently provided to you. The "Services" means the provision of our Services to you such as the sourcing, engagement and management of a Third party to perform the Services; "Third party" means eg plumber, building surveyor, planning consultant which we, acting as your agent and not as principal, have engaged to carry out services for you at your request.
- 1.2 The Terms of Business are to be read in conjunction with the Letter of Agreement sent by us to you (the "Letter"). In the event of any ambiguity or conflict between the Letter and these Terms of Business, the provisions in the Letter shall prevail. These Terms of Business and the Letter may only be varied in writing by agreement between the parties. All Services must be confirmed in writing.


### 2. Performance of the Services

- 2.1 We are a project management, interior decorating and styling company and undertake to use all reasonable care and skill in providing the Services and advice described in the instruction given by you. You have engaged us to perform certain services on your behalf which may include the arrangement of services to be carried out for you by a Third party and we shall agree this with you in advance. We shall inform you if it becomes apparent that the Services need to be varied or Third party advice is required. Where the Services may legally be carried out only by a Third party with suitable qualifications and/or insurance, we shall use reasonable endeavours to ensure that any Third party chosen by us to perform the Services shall be so qualified/insured.
- 2.2 Where we have engaged a Third party to carry out the requested services, unless you have expressly requested or agreed to a particular Third party or a specific charge for the Services, we shall make reasonable efforts to ensure that the Third parties' charges for providing the Services are reasonable having regard to the local market rate for such services in the general locality of the performance of the Services. The Client may use his own contacts and suppliers; however, we give no warranty as to any Third parties' charges for any services which have been ordered, negotiated or arranged by you direct with the Third party.
- 2.3 Whilst we shall use reasonable endeavours to ensure that any Third party selected by us is competent to carry out the Services to a proper standard of workmanship and quality, we shall not be liable if his performance falls below that standard.
- 2.4 The LIFE Style list of preferred suppliers may not be accessed by Clients without the arrangements for Services to be undertaken by us.

### 3. Basis of Fees

- 3.1 The basis of our fees for our Services are set out in the Letter.
- 3.2 When applicable VAT shall be payable by you in addition to any fees, charges or disbursements invoiced at the applicable rate.
- 3.3 Payment of our fees for home restyling, home staging consultations and reports shall be payable on invoice in two instalments. An invoice for 50% of the forecasted expenditure shall be issued at commencement of the contract and the final invoice shall be issued within seven days of completion (whether or not additional work is still to be carried out by a Third party). In certain instances it may be necessary to request a further interim payment and this shall be advised in advance.
- 3.4 Payment of fees for project management services which are over three weeks in duration are payable in three instalments. An invoice for 40% of the forecasted expenditure shall be issued at commencement of the contract, 30% shall be payable in the middle of the project and the balance

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- shall be due upon completion (whether or not additional work is still to be carried out by a Third party).
- 3.5 Any amendments to the Services as written in the Letter must be confirmed in writing by LIFE Style or by the Client as soon as possible.
- 3.6 If we are required by you to undertake additional work, you shall pay additional fees based upon our usual rates. We shall notify you of the amount of such additional fees and further interim payments may be required.
- 3.7 Payments are due upon presentation of invoice. Commencement of Services shall only start once payment of the deposit is fully cleared. Cost of supplies, goods and materials arranged by LIFE Style on behalf of the Client shall be payable prior to purchase or upon presentation of an invoice from a Third party.
- 3.8 If you do not dispute with us an invoice or any part thereof within 30 days of the date of such invoice, you shall be deemed to have accepted the invoice in its entirety.
- 3.9 Where the Services are not fully completed due to you withdrawing for whatever reason you shall pay us an abort fee (on a quantum meruit basis) forthwith upon the cessation of the Services.
- 3.10 We shall advise you in advance if it is necessary or convenient to instruct a Third party to provide advice or Services and provide an estimate of the likely cost eg structural engineer, building surveyor. If you approve, either verbally or in writing, that the Third party be instructed, we shall instruct the party as agent on your behalf and request that all the Third party's invoices be addressed to you with a copy to LIFE Style. You are required to pay the Third party's invoice direct and in advance unless you have agreed otherwise and this has been confirmed in writing.
- 3.11 If it has been agreed that we shall tender payment for the Services from a Third party, it shall be on the basis that we do so as your agent and that you refund any such payment to us immediately upon demand save to the extent that you have provided the necessary funds beforehand.
- 3.12 Payment may be made in GB sterling in cash, by cheque or electronic bank transfer (preferred). Our bank details are provided on the invoice. Cheques shall only be accepted on the basis of being paid when first presented. The Client shall be liable to pay an administrative charge of £38 for each cheque returned unpaid whether or not the cheque is honoured upon representation.
4. **Interest**
- 4.1 You shall pay interest on the amount of any invoice for fees or other disbursements that remain unpaid for 14 days after the date of the invoice. Interest shall be payable at a rate of 3% pa over the base rate at the Bank of England from the due date of the invoice until payment is made whether after or before judgement. Should the need arise for LIFE Style to instruct a debt recovery agency to instigate legal proceedings, the Client shall be liable for any costs so incurred.
5. **Travel Time**
- 5.1 We do not levy fees for travel time except when:
- 5.1.1 We are required to undertake shopping trips but shall plan such trips in order to keep time spent travelling to a minimum.
- 5.1.2 You are based outside central London and we are required to travel to you in order to provide Services. We may levy a charge for travel time which shall be agreed on a case by case basis but in most instances the cost shall be the actual ticket cost or if by car mileage shall be charged at 40p per mile. If travel time is in excess of one hour each way, an additional charge shall be made for time taken to travel at £35 per hour up to a maximum of 3 hours. This shall be made clear and agreed prior to commencement of our Services.
6. **Disbursements**

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- 6.1 Disbursements incurred in the provision of the Services shall be included in the final invoice and you shall reimburse disbursements. These charges shall be at cost and include eg travel, London congestion charge, parking meter charges, overseas telephone calls, postage stamps, printed copies, stationery items purchased solely for your project.
- 6.2 Additional charges for items such as bed-and-breakfast accommodation for projects outside London may be payable by the Client depending on the location. Such further expenses shall be agreed in advance with the Client.
7. **Rescheduling**
- 7.1 Forty-eight hours' notice is required for rescheduling Services of less than two working days in duration. A 50% charge of the total cost for these jobs eg reorganising, home styling shall be payable if less than 48 hours' notice is given.
- 7.2 A minimum of seven days' notice is required for rescheduling Services more than two working days in duration. In such instances it may not always be possible to reschedule Third parties immediately.
8. **Suspension**
- 8.1 The Client may at any time by giving not less than 30 days' notice to LIFE Style in writing require LIFE Style to suspend performance of the Services. Unless otherwise agreed, and subject always to the provisions of Clause 9 (Termination by Notice), the Client shall give LIFE Style not less than 14 days' notice of his desire to have LIFE Style resume performance of the Services.
- 8.2 If the Client is in breach of any of his obligations under these Terms of Business and such breach remains unremedied for seven days after notice thereof has been given to the Client, LIFE Style may forthwith suspend the performance of the Services until 14 days after such time as the breach is remedied.
- 8.3 In the event of any suspension of the Services pursuant to Clauses 8.1 or 8.2, the remuneration of LIFE Style and the time-scale for performance of the Services shall be adjusted to such extent as is fair and reasonable to take account of the disruption caused by the suspension, and the Letter shall be modified accordingly.
9. **Termination by Notice**
- 9.1 Unless a fixed period has been agreed, the Client or LIFE Style may at any time by giving 14 days' notice in writing to the other party terminate LIFE Style's engagement.
- 9.2 Either party may terminate LIFE Style's engagement forthwith by notice to the other in the event of a material breach by the other of his obligations under the Letter which is irremediable or, where remediable, which the other shall have failed to remedy within 14 days after receiving notice specifying the breach and requiring its remedy. For the avoidance of doubt, the Client's failure to make any payments properly due under the Letter by the final date for payment shall be deemed to be a material breach.
- 9.3 Either party may terminate LIFE Style's engagement forthwith by notice to the other if the other ceases to trade or enters into liquidation whether voluntarily or compulsorily (other than for the purposes of amalgamation or reconstruction) or compounds with its/his creditors or has a receiver, administrative receiver, administrator, nominee, supervisor or similar officer appointed over all or any of its/his assets or its /his undertaking or any part thereof or if any action, petition, application or proceeding is initiated or resolution passed relating to any of the aforementioned matters.
- 9.4 If any suspension of the Services lasts for 30 days or more, LIFE Style shall be entitled to terminate its engagement by 14 days' notice to the Client.
- 9.5 Any termination of LIFE Style's engagement shall not prejudice or affect any rights or remedies of the parties accrued prior to or in consequence of the termination.

9.6 The parties shall be entitled to terminate the Letter in the event of a force majeure event continuing for three months.

9.7 In the event of termination by notice, the Client shall be obliged to pay forthwith all the fees accrued in relation to the Services and work performed up to the date of termination (and any abort fee) plus any payments, cancellation or abortive charges, expenses or disbursements incurred by us or suppliers to which we are committed at the date of termination. Costs incurred shall be invoiced to you at the time of cancellation and you are obliged to pay within seven days.

If LIFE Style is holding monies on behalf of the Client, the fees and other monies owed as mentioned at the top of paragraph 9.7 shall be taken from the money held on behalf of the Client and the balance of any Client monies not spent will be returned to the Client.

9.8 Save where termination arises because of LIFE Style's default or insolvency (or similar grounds referred to in Clause 9.3), LIFE Style shall, in addition to payment pursuant to Clause 9.7, be entitled to reasonable compensation for the termination of its engagement.

#### 10. **Timescale**

10.1 LIFE Style shall inform the Client of the date of commencement of work and an estimated completion date. Any dates given are an estimate only. Whilst we shall always endeavour to complete the Services within the estimated timeframe, we shall not be held liable for any delay in completing the Services.

#### 11. **Hours of Work**

11.1 Our working hours are generally 9.30am to 6pm Monday to Friday excluding Christmas Day, Good Friday and bank and public holidays unless agreed otherwise. If at your request we carry out Services for you outside our normal office hours our charges shall bear uplift. These charges shall be agreed with the Client in advance. A half day constitutes four hours and a full day constitutes eight hours with a half hour break at lunchtime.

11.2 You shall be charged for hours actually worked. Whilst a booking shall generally be arranged for a pre-agreed period of time, it is not always possible to anticipate the exact duration of a task. Where Services take less time than anticipated a reduced fee shall be applied. All Clients are to be present on reorganising day/s unless other arrangements have been made. Should a Client choose not to be available during sorting and filing processes LIFE Style cannot accept responsibility for any lost items or papers.

11.3 LIFE Style works as a team of one on all projects.

#### 12. **Validity**

12.1 All information, suggestions and recommendations given by LIFE Style whether verbally or in writing is valid for 30 days, and prices are guaranteed for 14 days from the date of the Letter.

12.2 These Terms of Business shall automatically apply when the Client orders any Services.

#### 13. **Client's Obligations**

13.1 In the event that you engage us to arrange for Services to be performed at a particular location:

13.1.1 The Client shall give reasonable access to such location (the interior of any premises), to Third parties and its employees and agents at reasonable times as may be necessary for the purpose of providing services, goods and materials without hindrance.

13.1.2 The Client shall ensure that water and electric supplies are available at the property to carry out Services at no extra cost to us.

13.1.3 The Client shall provide free of charge any information as may be available to the Client or as may reasonably be required by LIFE Style for the performance of the Services eg planning applications, leasehold documents, building status.



- 13.1.4 The Client shall notify LIFE Style of any known or suspected hazards existing at the property and shall take the necessary health and safety precautions prior to LIFE Style or Third parties undertaking any recommended work.
- 13.1.5 The Client shall carry valid and appropriate home contents insurance to:
  - (a) Adequately cover all items provided to the Client by us on a temporary basis, and any damage incurred therein.
  - (b) Compensate you for any losses or damage howsoever caused by us in our capacity as your agent.
  - (c) Adequately cover any losses or damage to any goods, materials, tools or equipment delivered to or stored at the property by a Third party unless the Third party fails to take reasonable care.
- 13.1.6 The Client shall report any damage or shortage of items in writing or by electronic mail within 48 hours.
- 13.1.7 In respect of any building works, the Client shall have valid and appropriate buildings insurance and be responsible for advising his buildings insurance company prior to works commencing as special conditions may apply especially if the Client is absent. Upon completion of the works the Client may need to revise his cover, eg if an extra room has been added.

**14. LIFE Style's Obligations**

- 14.1 LIFE Style shall supply goods and materials of reasonable quality and adequate for their purposes.
- 14.2 LIFE Style shall provide the Services using reasonable care and skill.
- 14.3 LIFE Style shall inform the Client of any necessary changes to goods and Services prior to completion and in writing.
- 14.4 LIFE Style shall not be liable for any missing or damaged items after delivery and installation.

**15. Information Received from the Client**

- 15.1 We shall take all reasonable steps to ensure information is accurate where we are responsible for its preparation. Where you provide us with any information that is necessary or convenient to enable us to provide the Services properly, you are aware that we shall rely on the accuracy, completeness and consistency of any information supplied by you or on your behalf and, unless specifically instructed otherwise in writing, we shall not carry out any investigation to verify such information. We accept no liability for any inaccuracy or omission contained in information disclosed by you or on your behalf, whether prepared directly by you or by a Third party, and whether or not supplied directly to us by that Third party and you shall indemnify us should any such liability arise.

**16. Conflicts of Interest**

- 16.1 It is not our policy to provide any Services for financial gain either directly or through connected persons. We shall notify you if we consider such a conflict of interest arises.

**17. Management of the Property**

- 17.1 Except where we are project managing refurbishment works, we shall not be responsible for the management of the property nor have any other responsibility (such as maintenance or repair) in relation to the property. We shall not be liable for any damage that may occur while the property is unoccupied. The property shall be your sole responsibility. You are aware that while a property is unoccupied, the property is likely to suffer from adverse weather conditions and frost damage may occur to water and heating systems and sanitary appliances. You are strongly recommended to take all necessary actions to protect the property from such risks and to ensure that adequate insurance cover is in force.



18. **Consents**

18.1 You shall be responsible for obtaining from other parties (eg landlord) or any government or competent authority any consents that may be necessary for the Services to be provided.

19. **Best Advice**

19.1 All advice and information is given in good faith and it is always your decision to accept guidance as to whether or not to keep particular possessions during reorganisation projects. LIFE Style cannot accept responsibility for the consequences of such decisions. From time to time, we may handle items which have a potentially high market value. While we shall always use reasonable endeavours to identify such items amongst your possessions, you acknowledge that we are not valuers, nor do we have expertise to identify items of special value or rarity, nor are we qualified to advise on valuation matters for insurance purposes.

20. **Removal of Items**

20.1 Items to be removed from your premises, either for disposal or to other locations, shall be at your discretion. Disposal shall not take place without your signed authorisation.

21. **Limits of Work**

21.1 LIFE Style is happy to organise cleaners or to organise for items to be relocated to more appropriate physical locations; however, we shall not move very heavy furniture and it may therefore be necessary to hire a Third party to carry out this Service.

21.2 LIFE Style has the right to exclude any areas which may have limited or unsafe access.

22. **Data Protection**

22.1 We are a data controller of all personal data collected during the provision of the Services. We shall use such personal data and preferences. We may keep such personal data for a reasonable period for these purposes. We may need to share personal data with our service providers and agents for these purposes to the extent that such disclosure is necessary to enable the Third party to perform the Services. We may disclose personal data in order to comply with a legal or regulatory obligation and you may request, in writing and upon payment of a fee, a copy of the details held about you by us.

22.2 To help us to make credit decisions about you we may search the files of credit reference agencies and we may also disclose details of how you conduct your account to such agencies. We shall keep a record of searches and may share that information with other businesses. If you are a company we may also make similar enquiries about your directors.

23. **Notices**

23.1 Save as otherwise agreed, all notices and other communications required in connection with these Terms of Business shall be in writing and sent by hand, by first class pre-paid post or scanned and sent by electronic mail transmission to the designated persons at the addresses and/or electronic mail address set out in the Letter or to such other persons at such addresses and/or electronic mail addresses as either party may notify to the other in writing.

23.2 Subject to Clause 23.3:


23.2.1 A notice or other communication delivered by hand shall be deemed to have been served on the date on which it is delivered to the designated addressee.

23.2.2 A notice or other communication sent by first class pre-paid post shall be deemed to have been served on the second working day after it is put in the post to the designated addressee.

- 23.2.3 A notice or other communication sent by electronic mail shall be deemed to have been served on the date on which the transmission was completed to the designated addressee.
- 23.3 A notice or other communication which is received by the designated addressee on a day which is not a working day or after 5pm on a working day, shall be deemed to have been served on the next working day.
24. **Communication**
- 24.1 We may communicate with each other by electronic mail, sometimes attaching electronic data. By consenting to this method of communication, we and you accept the inherent risks (including the security risks of interception of, or unauthorised access to, such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). In the event of a dispute, neither of us shall challenge the legal evidential standing of an electronic document and our system shall be deemed to be the definitive record of electronic communications and documentation.
- 24.2 We may monitor visits to our website and retain information about you (eg the use of cookies and other computer-held or computer-generated data).
- 24.3 Please let us know if, at any stage, you do not wish us to use electronic mail for communications.
25. **Confidentiality**
- 25.1 We owe our Clients a duty of confidentiality. You agree; however, that we may, when required by our insurers or other advisers, provide details to them of any engagement on which we have acted for you, and that we may also disclose confidential information relating to your affairs if required to do so for legal, regulatory or insurance purposes only.
- 25.2 Subject to Clause 25.1, both parties agree never to disclose sensitive details of transactions or our advice without the other's consent. LIFE Style shall never disclose any personal or business details that may be seen in the course of its work. Unless we are expressly bound by a duty of confidentiality which otherwise overrides this (please advise if you require us to sign a confidentiality agreement), both parties shall be entitled to mention to Third parties (eg in pitches) and/or publish (eg in marketing, PR, advertising, website or other text material) that we provide our Services to you and to take and use photographs and other type of footage of the property.
- 25.3 We shall provide the Services to you only for your sole use and for the stated purpose. We shall not be liable to any Third party in respect of our Services. You shall not mention nor refer to our advice, in whole or in part, to any Third party orally or in annual accounts or other document, information we obtain from other sources for providing the Services, for administration and customer services, for marketing and to analyse your circular or statement without our prior written approval. The giving of an approval shall be at our sole discretion.
- 25.4 All intellectual property rights (including copyrights) in the documents, materials, records, data and information in any form developed or provided to you by us or otherwise generated in the provision of our Services shall belong to us solely.
26. **Liability**
- 26.1 Subject at all times to the provisions in these Terms of Business and the Letter, we shall not be liable to you in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Services in respect of:
- 26.1.1 Any direct loss of profit eg for all non-redesign/makeover services, LIFE Style does not give any guarantee that the Client shall find buyers or tenants within a specific time or that the value of the property or rental shall increase within a specific limit.
- 26.1.2 Any indirect, special or consequential loss whatsoever howsoever caused including without limitation (i) indirect loss of profit; (ii) loss of business; (iii) loss of goodwill; (iv)

loss of use of money; (v) loss of opportunity, and the parties agree that the sub-clauses of this Clause shall be severable.

- 26.2 Subject at all times to the provisions in these Terms of Business and the Letter, we shall not be liable to you in negligence for pure economic loss arising in connection with the performance or contemplated performance of the Services.
- 26.3 You acknowledge and agree that the exclusions contained in this Clause 26 are reasonable in all the circumstances and that you have had the opportunity to take independent legal advice.
- 26.4 Where a Third party has contributed to the losses, damages, costs, claims or expenses, we shall not be liable to make any contribution in respect of the liability of such Third party.
- 26.5 Save in respect of Third parties directly instructed by us and not on your behalf, we shall not be liable for the Services or products provided by other Third parties, nor shall we be required to inspect or supervise such Third parties, irrespective of the Third party services or products being incidental to or necessary for the provision of our Services to you.
- 26.6 Subject to the provisions in these Terms of Business and the Letter, our total aggregate liability (including employees) to you in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Services shall be limited to an aggregate sum not exceeding 20 times the fee paid for each project accepted to a maximum sum of £1 million.
- 26.7 We shall be released from our obligations to the extent that performance thereof is delayed, hindered or prevented by any circumstances beyond our reasonable control, or the Services are not performed by any Third party (examples being a strike, act of God, act of terrorism, war, riot, civil commotion, force majeure, malicious damage, government orders, direction or legislation by fire, accident, strike or other industrial action, lockout, labour dispute, application of law, adverse weather conditions, delays in transport, accidental breakdown of plant and machinery). On becoming aware of any circumstance which gives rise, or which is likely to give rise, to any failure or delay in the performance of our obligations, we shall notify you by the most expeditious method then available.
- 26.8 To cover any liability that might be incurred by us, we confirm that we shall maintain professional indemnity insurance through the Lloyds and company insurance market, so long as such insurance is available at commercially acceptable rates and terms, with insurers of good standing and repute of not less than £1 million on an each and every claim basis.
27. **Entire Terms of Business**
- 27.1 Any and all additions, amendments and/or modifications to these Terms of Business must be in writing and shall only be binding if signed or initialled by the original signatories to these Terms of Business or other duly authorised representatives of the Client. All such additions, amendments and/or modifications should be dated and physically attached or appended to these Terms of Business for safekeeping.
28. **Severance**
- 28.1 If any provision of the Terms of Business is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, ineffective, inoperable, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness it shall be severed and deemed to be deleted from these Terms of Business and the validity and enforceability of the remainder of these Terms of Business shall not be affected or impaired thereby.
29. **Disputes**
- 29.1 In the event of any dispute arising out of, under, or in connection with these Terms of Business, the parties shall endeavour in good faith to resolve the same amicably.
30. **Sub-Contracting**



30.1 LIFE Style shall be entitled to sub-contract any of the Services with the consent of the Client (such consent not to be unreasonably withheld).

31. **Third Parties' Rights & Assignment**

31.1 No term of the Letter or these Terms of Business confers or purports to confer on any Third party any benefit or to be enforceable by any person who is not a party to the same. The application of the Contracts (Rights of Third Parties) Act 1999 is expressly excluded.

31.2 Neither party shall be entitled to assign this contract or any rights and obligations arising from it without the prior written consent of the other (such consent not to be unreasonably withheld).

32. **General**

32.1 Failure or delay by us in enforcing or partially enforcing any provision of these Terms of Business shall not be construed as a waiver of any of our rights under these Terms of Business.

32.2 The Letter and these Terms of Business shall be governed by and be construed in accordance with English law. Any dispute arising out of or in connection with the Services shall be submitted to the exclusive jurisdiction of the Courts of England and Wales.