

Garden Design

TERMS & CONDITIONS

Valley House Interiors (the Designers) are providing Garden Design Services for you (the Client). These terms and conditions are a binding contract between you, the Client, and me, the Designer. BY BUYING OUR Garden Design SERVICE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND will BE BOUND BY THE BELOW. IF YOU DO NOT AGREE, THEN YOU MAY NOT USE THE SERVICE.

1. By purchasing a Garden Design Service the Client agrees that he/she is 18 years of age.
2. The Client can purchase the garden design service in person after the site visit. An invoice regarding 50% of the design fee (deposit) will be sent after receiving the filled-in questionnaire. The garden design service will start after receiving the deposit. All fees are collected in Pounds Sterling and payments can be made via bank transfer, Stripe, or PayPal.
3. Garden Design Service is a consultation service only. All recommendations are regarded as suggestions to improve the look of the Client's outdoor space and not intended for construction purposes. The designer makes no representations, and expressly disclaims all responsibilities, about the suitability, for any purpose, of the Design Concept. The design scheme is provided "as is" without expressed or implied warranty of any kind. The designer cannot be held responsible for arranging repairs, replacement or freight claims for purchases made in conjunction with recommendations for the Project. The designer can't be held responsible for the quality of the plants purchased by the client.
4. The Client will provide all information (questionnaire, space measurements) accurately. After the Designers received this information from the Client no full or partial refunds will be given in case of cancellation. The Designers will recommend concepts, planting schemes, and products for the Client that may include but are not limited to, paving, fencing, tiles, bricks, outdoor furnishings, accessories, etc. These selections will be made based upon the information

provided to the Designer by the Client. The Client agrees to provide full information regarding the Client's requirements for the Project at the initial interview. In the case of a remote project, the Designers will not be responsible for the accuracy, reliability, and completeness of the information as provided by the Client. This includes but is not limited to, incorrect measurements and dimensions, unclear photos, and misinformation as gathered through the design process.

5. All communication is made via email or phone call. The client can't expect to get a response on weekends and bank holidays.
6. After receiving the concept plan the Client can make up to 2 revisions. If the Client wants more revisions an hourly fee of £45 will be charged.
7. The Designer shall not be held responsible for the means, methods or procedures of construction, fabrication, delivery or installation, or safety precautions in connection with supplies, suppliers or third parties in connection with the project, or for any failure of them to meet schedules or completion dates. Furthermore, the Designer shall have no liability for the design of electrical, plumbing, heating or other mechanical systems that exist or might be needed. The Designer shall not be liable for any damage to the Client's premises, the Client's property, or its personal belongings due to the act or omission of hired laborers, contractors, carpenters, plumbers, electricians, installers or other tradespeople.
8. The Client and contractors are responsible for review and verification of dimensions or quantities. The Designer has no control over market conditions, availability of labor, contractor or fabricator's method of pricing or construction. Estimates of fixed costs prepared by the Designer represent the designer's best judgment as a professional. The Designer does not have control over manufacturers, laborers, delivery, or showroom costs and accordingly, cannot and does not warrant or represent that prices will not vary from the prepared estimates. The Designer's total liability for any cause of action related to these Terms and Conditions shall be exclusively limited to and shall not exceed the fees received by the Designer for the performance of the Services under this Agreement.

9. The Designer will select products and materials based on current availability. If there is a delay between receipt of a design plan with specifications and the time of purchasing and a product or material is no longer available the Designer are not responsible or liable to reselect.
10. Outdoor furniture package: Some products in the design boards have affiliate links. Valley House Interiors has partnered with companies with which it shares the same values and believes in their products and quality. The Client has no obligation to buy affiliate products, but if the Client decides on an affiliate product, there is no fee to pay on the Client's side. A small commission will be paid by the product seller to Valley House Interiors.
 - a. The Designer may change the design packages and offerings, fees and timelines, and processes at any given time, but will give a notice of 2 weeks.
 - b. In the design packages (sourcing list) we will include links to third-party websites. The Client agrees to access those websites of their own doing. We only link to websites we use regularly and are familiar with but are not liable for your usage of those sites.
 - c. Because of the nature of the design service, there are no refunds or returns on purchases. In the case of an extenuating circumstance, the client may email info@valleyhouseinteriors.com to discuss.
11. The Client agrees to send "before and after photos" or, when local, allow the Designer to take photos of the project during all stages of development, including after project completion, and use the photographs or any part thereof in connection with any marketing, promotional and/or advertising campaigns of the Designers. Photographs will be used for business purposes only and will not disclose the Client's name without prior consent. The Client hereby grants the Designer permission to include a description of the project in any marketing, promotional and/or advertising campaigns, and the Designer shall obtain permission from the Client prior to using the Client's name.
12. The Garden Design Service expires within 90 days of payment being made by the Client. No full or partial refunds will be given for delays on the part of the Client for the above steps.