

MARSH & CO.

INTERIOR DESIGN AND MANUFACTURING SERVICES AGREEMENT

This Interior Design and Manufacturing Services Agreement ("**Agreement**") is made and entered into as of **[Date]** by and between:

Marsh & Co. Holdings Ltd. a duly organised and existing under the laws of UK, with its principal place of business located at 1 Samuel House, 5 Fox Valley Way, Sheffield. S36 2AA (hereinafter referred to as the "**Company**"), and

[Client Name] an individual/legal entity with an address at **[Client Address]** (hereinafter referred to as the "**Client**").

Collectively, the Company and the Client are referred to as the "**Parties.**"

1. SERVICES RENDERED:

1.1 The Company agrees to provide interior design and manufacturing services as outlined in the project proposal and specifications provided to the Client. The scope of services may include but is not limited to:

- Design consultation and concept development
- Space planning and layout design
- CAD drawings and 3D visualisations
- Material selection and sourcing
- Custom furniture, furnishings and fixture design
- Manufacturing and fabrication
- Liaising with all trades and subcontractors
- Installation and project management

1.2 Any changes, modifications, or additions to the scope of services must be agreed upon by both Parties in writing.

2. PROJECT TIMELINE:

2.1 The Company shall provide the Client with an estimated project timeline, including major milestones and these will be presented as part of the initial design presentation.

2.2 Delays caused by factors beyond the control of the Company, including but not limited to changes requested by the Client or events such as acts of God, unforeseen circumstances, labour disputes, or governmental regulations, shall not be the responsibility of the Company, and the project timeline may be adjusted accordingly.

2.3 Failure by the Client to meet agreed-upon payment terms may result in project delays. In the event of payment delays, the Company reserves the right to adjust the project timeline accordingly, with notice to the Client.

2.4 If for any reason an item specified for the project is delayed or out of stock, the Company will make reasonable efforts to replace it with a suitable alternative. Delays caused by procuring out-of-stock items may result in project timeline adjustments.

3. FEES AND PAYMENT:

3.1 The Company's design fee for the interior design services will be tailored to the overall cost of the project. The design fee structure is as follows:

Anticipated budget [£Budget amount]

20% to allocate schedule and commence design work

Bespoke made to measure items

40% upon sign-off of design proposal

35% interim payment prior to installation

5% on completion and any snagging

Non bespoke items – i.e. furniture, lighting, rugs & accessories

100% upon ordering and sign off

Any delivery costs will be stated where applicable.

Design and project management fees of 7% of the overall budget will be invoiced every 30 days where applicable.

3.2 All design fees are non-refundable, regardless of the project's outcome or changes in circumstances.

3.3 Payment shall be made according to the payment schedule. The Company shall invoice the Client for the services rendered and materials provided in accordance with this Agreement.

4. DESIGN PROPOSAL

4.1 The initial design budget outlined above is based on the information and preferences provided by the Client. The Company recognises that design requirements may evolve during the project.

4.2 If there are proposed changes that could affect the design budget, the Company shall notify the Client promptly. The Company will not incur any additional costs without the Client's prior approval. The Company is committed to working diligently to reduce the overall budget where possible.

5. MATERIALS SELECTION:

5.1 While the Company will provide comprehensive professional guidance, the final choice of all materials, fabrics, paints, furniture, and accessories used in the project remains the responsibility of the Client.

6. TRADESMEN AND CONTRACTORS:

6.1 The Company prefers to use its own reputable tradesmen and contractors for the execution of the project. These tradesmen operate under their own public liability insurance and adhere to industry standards.

6.2 Any tradesmen specified by the Client to work on the project are the sole responsibility of the Client. The Company shall not be held responsible for the performance, insurance coverage, or delays caused by such tradesmen.

7. INTELLECTUAL PROPERTY:

7.1 The Company retains ownership of all intellectual property rights, including but not limited to designs, drawings, plans, and concepts, created or developed during the course of providing services under this Agreement.

7.2 Upon full payment of all fees, the Company grants the Client a non-exclusive license to use the finalised designs and drawings solely for the purpose of the project.

8. WARRANTIES:

8.1 The Company warrants that all services performed shall be of professional quality and conform to industry standards.

8.2 The Company provides a warranty for a period of 12 months from the project completion date against defects in workmanship or materials.

8.3 For products not manufactured by the Company, the Client shall rely on the warranties provided by the respective suppliers or manufacturers. The Company does not independently warranty such products and shall not be liable for any defects or issues covered by the suppliers' warranties.

9. CLIENT PRIVACY AND SOCIAL MEDIA:

9.1 Both Parties agree to maintain the confidentiality of all proprietary and sensitive information disclosed during the project, including but not limited to design concepts, plans, and financial information.

9.2 The Company recognises and respects the importance of client privacy. The Company shall not post any images, photographs, or information related to the project on social media platforms or other public forums without obtaining the Client's explicit approval.

9.3 The Company will seek the Client's approval before sharing any project-related content on social media. The Client has the right to decide whether to allow the Company to share images of the completed project and to what extent.

9.4 The Company is committed to preserving the Client's privacy and maintaining the confidentiality of project details, sensitive information, and personal preferences.

10. TERMINATION:

10.1 Either Party may terminate this Agreement in the event of a material breach by the other Party. Notice of termination shall be provided in writing, specifying the nature of the breach.

10.2 In the event of termination, the Client shall pay the Company for all services rendered up to the termination date, as well as any costs associated with the termination.

11. REFUNDS AND HANDLING FEES:

11.1 The Company does not offer refunds for any made-to-measure items, as they are custom-designed and manufactured specifically for the Client.

11.2 Refunded items purchased not directly from our suppliers may be subject to a handling fee to cover administrative, restocking, and other related costs. The handling fee will be communicated to the Client before any refunds are processed.

12. DISPUTE RESOLUTION:

12.1 Any disputes arising from or related to this Agreement shall be resolved amicably through negotiation.

13. GOVERNING LAW:

13.1 This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom, without regard to its conflict of laws principles.

14. ENTIRE AGREEMENT:

14.1 This Agreement contains the entire understanding of the Parties and supersedes all prior agreements, negotiations, and representations, whether oral or written.

15. CLEAN AND PROFESSIONAL WORK:

15.1 The Company and its staff, including contractors engaged for the project, shall conduct themselves in a clean, respectful, and professional manner throughout the duration of the project.

15.2 The Company will take all reasonable measures to ensure that its staff and contractors maintain a tidy workspace and adhere to industry standards for professionalism.

15.3 The Company shall make reasonable efforts to minimise disruptions and inconveniences to the Client and occupants of the property during the project.

16. CLIENT NOTIFICATION OF PROBLEMS:

16.1 The Client shall promptly notify the Company's design team of any issues, concerns, or problems that arise during the project. Open communication is essential to addressing and resolving any challenges that may arise.

16.2 The Client acknowledges that timely notification of problems allows the Company to take appropriate actions to rectify issues and maintain the project's progress and quality

IN WITNESS WHEREOF, the Parties hereto have executed this Interior Design and Manufacturing Services Agreement as of the Effective Date.

Marsh & Co. Holdings. Ltd

By: _____

Gary Marsh – Director

Date: _____

Client name

By: _____

Date: _____