



INTERIORS

E-DESIGN TERMS AND CONDITIONS OF SERVICE

Welcome to KERV Interiors Ltd, the virtual interior design service operated by KERV Interiors Ltd and consisting of various e-design packages and bespoke services, allowing you to find just the right interior design for your requirements from the comfort of your own home.

We hope you enjoy using KERV Interiors Ltd and spreading the word to your family, friends and colleagues!

These Terms and Conditions of Service ('Terms') – including our Privacy & Cookie Policy, GDPR Statement & Website User Policy - set out the terms and conditions between us for use of KERV Interiors Ltd e-design packages, our virtual interior design service.

Please note that these Terms do not apply to interior design services to be provided at or for commercial or business premises. If you have those requirements, please Contact Us to further discuss your requirements.

These Terms is made between:

- (1). KERV Interiors Ltd, a company registered in England & Wales at Companies House under Company Registration Number 13112038 of registered office address 27 Northfield Lane, Horbury, Wakefield, West Yorkshire, WF4 5HZ, its agents, staff and contractors; and,
- (2). You – any person signing up to create an account, referred to as the "Client" in these Terms.

By using this Website, you, the Client, acknowledge that you have read these Terms, which will apply to the relationship between Parties. If you do not agree to the terms of these Terms, you should not use this Website.

1. Definitions and Interpretation

1.1 In these Terms, the following words shall have the following meanings:

'Business Day'	a day (other than a Saturday, Sunday or public holiday) when banks in the City of London are open for business;
'Client', 'you'	means an individual seeking services offered by KERV Interiors Ltd via the KERV Interiors Ltd Website, or someone authorised to act on their behalf;
'Client Information'	means information and documents such as floor plans, measurements, budget, deadline and digital images, etc., regarding the interior space you wish to design or re-design and that we request from you or that we generally require and expect that you provide to us;
'Client Payments', 'Payments'	means payments received by KERV Interiors Ltd from you;
'Default'	an event, occurrence or incident in which our performance of any of our obligations under these Terms is prevented or delayed by any act or omission by you, or there is failure by you to perform any of your relevant obligations;
'Effective Date'	means the date at which you register on the KERV Interiors Ltd Website;



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'Intellectual Property Rights'	means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
'Price'	means the price payable by you to the KERV Interiors Ltd in respect of the Services;
'KERV Interiors Ltd', 'we', 'us', 'our'	refers to KERV Interiors Ltd, a company registered in England & Wales at Companies House under Company Registration Number 13112038 of registered office address 27 Northfield Lane, Horbury, Wakefield, West Yorkshire, WF4 5HZ, its agents, staff and contractors;
'Services'	means services you receive from us;
'Virtual Design Plan'	means an interior design plan we produce based on the Client Information;
'Website'	means KERV Interiors Ltd website at KERV Interiors Ltd or any other domain under our control;

1.2 In these Terms, the following rules of construction will apply:

1.2.1 clause and Schedule headings will not affect the interpretation of these Terms;

1.2.2 the Schedules forms part of these Terms and will have effect as if set out in full in the body of these Terms. Any reference to these Terms includes the Schedules. References to clauses and the Schedules are to the clauses and the Schedules of these Terms;

1.2.3 unless the context otherwise requires, words in the singular will include the plural and in the plural will include the singular;

1.2.4 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.5 a reference to a party includes its personal representatives, successors or permitted assigns;

1.2.6 unless the context otherwise requires, a reference to one gender will include a reference to the other genders;

1.2.7 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.8 any obligation on a party not to do something includes an obligation not to allow that thing to be done;

1.2.9 any phrase introduced by the terms including, include, in particular or any similar expression, will be construed as illustrative and will not limit the sense of the words preceding those terms; and.

1.2.10 a reference to writing or written includes faxes but not e-mail.

The Parties have agreed to enter into these Terms to regulate the services provided by KERV Interiors Ltd to its clients and agree as follows:

2. Commencement and Duration

2.1 The relationship between KERV Interiors Ltd and Clients is governed by these Terms, effective from the Effective Date.

2.2 We will provide the Website to you on the terms and provisions set out in these Terms. If you do not agree with these Terms, you should not use the Website.

2.3 Any illustrations, descriptive matter or advertising issued by us, and any descriptions or graphics contained in KERV Interiors Ltd promotional material (including, among others things, any Website), are issued or published for the sole purpose of giving an approximate idea of the services and Services described in them. They will not form part of these Terms or have any contractual force.

2.4 The terms of these Terms apply to the exclusion of any other terms that the Parties seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Registration and Payment

3.1 Registration with KERV Interiors Ltd is free, subject to satisfactory verification of your email account.

3.2 We may in our discretion provide an interactive dashboard within the Website which will allow you to create or modify your preferences and display your order history. There may also be access to an online support in whatever form we decide at our discretion.

3.3 The Website will display information on our Services, including the types of service available, our availability, pricing, and geographic scope and other relevant details. Prices are in pounds sterling and can be varied at any time without notice. Any quotation given is valid for thirty (30) days only (this can be changed if necessary).

3.4 To order, select one or more of the e-design packages depending on your budget and requirements, enter your personal information when prompted, and then pay. KERV Interiors Ltd reserves the right to engage a commercial payment processor for the purpose of receiving and processing payments from Clients and others, and for holding funds in escrow, where appropriate. Clients may also pay via bank transfer after having a discussion with KERV Interiors Ltd via email to discuss a personalised quote.

3.5 We may from time-to-time post on our website specifications and requirements for which the standard charging structure for our e-design service is not available.

3.6 There is no obligation on us to accept a request for Services, at any time or at all. If we do accept such a request, then we will contact you to explain the next steps.

3.7 We take full payment up front and will only start work on your Virtual Design once Payment and all Client Information have been received. KERV Interiors Ltd expects payment within 1 week of invoicing or via the instant payment gateways via KERV Interiors Ltd website.

3.8 All sums payable to KERV Interiors Ltd under these Terms are inclusive of amounts in respect of value added tax (VAT) chargeable for the time being at the current rate from time-to-time in force.

3.9 Penalty interest on late payments shall apply at a rate of eight percent (8%) above the base lending rate of the Bank of England from time-to-time.

3.10 You will pay all amounts due to KERV Interiors Ltd under these Terms in full without any deduction or withholding and you will not be entitled to assert any credit, set-off or counterclaim against KERV Interiors Ltd in order to justify withholding payment of any such amount in whole or in part.

3.11 We occasionally make available promotional discounts for e-design packages but these will not be applied retroactively to purchases that have already been made. Furthermore, these are personalised promotions and therefore only for the Client in receipt of the promotion.

4. The Online Design Service

4.1 Once an e-design package has been selected, we will contact you to request the Client Information, which you should provide to us by e-mail or via our Website. This is your opportunity to set out, in detail, the Services required. Details we may require include (among other things) the location and size of the relevant rooms or spaces, the number and type of rooms of which the interiors are to be designed or redesigned, the style and type(s) of decorating and other aesthetic features required.

4.2 You warrant and confirm that the Client Information you disclose to us will be sufficient, accurate and complete in every respect.

4.3 Based on the Client Information, we then curate a Virtual Design, which is a tailored digital design for that specific room or space. You acknowledge and agree that any Virtual Design we produce for you is intended for illustrative purposes only and is not intended to provide an exact specification for an interior design project nor to guarantee specific results, nor will it necessarily comply with any relevant construction laws, regulations or guidance, whether statutory or non-statutory.

4.4 Where the option of 'revision' is included in a package, this consists of changing eligible items or features originally chosen by the designer. (Cherry package up to one (1) change, Plum package up to two (2) changes & Peach package up to four (4) changes). On receipt of your revision requests, we reserve the right to request payment of additional fees before continuing further work where we are reasonably of the view that your request(s) will involve a substantial material revision to the Virtual Design.

4.5 Each package offers 'design time' with an allocated e-designer, during which period the e-designer is available by email for support and guidance such as answering questions on fabric choices or offering an opinion on a client's product selection. For the abundance of clarity, 'design time' does not include further substantial design work such as sourcing new products.

4.6 At all times during the e-design process, you are under an obligation to respond promptly and fully to us. Should contact cease for a continuous period of three (3) months or you fail to provide responses to us that, acting reasonably, we consider to be satisfactory in assisting progression of your e-design, we will regard your project as completed and no further work will be carried out and we also reserve the right to terminate our Services forthwith in those circumstances.

4.7 We will offer a helpline and will also be contactable by e-mail. Response times will be forty-eight (48) hours GMT from the date and time of contact, or forty-eight (48) hours from the next Business Day, whichever is the later.

4.8 No design packages include 3D renders of e-designs. Any such requests will be treated as additional works and fees will be provided to you.

4.9 Our Virtual Design may specify other third party products and services that we reasonably believe may assist in implementing your design needs. We make these recommendations in good faith, but:

4.9.1 without offering or implying any warranty as to the fitness of the goods or services provided, a matter on which you should use your own due diligence;

4.9.2 we will not be liable for any losses or damages or other adverse financial consequences arising from a breach or failure on the part of a third party contractor. You acknowledge and agree that in regard to contractor and retailer, etc. recommendations in the Virtual Design, KERV Interiors Ltd acts strictly as a third party referrer and not a provider of such trades, goods and services of any kind, and all contractual relations and arrangements concerning the provision of such trades, goods and services are entirely a matter between you and the relevant contractor(s) and/or retailers and others, KERV Interiors Ltd is in no way responsible or liable for the provision of such services, and you indemnify KERV Interiors Ltd entirely in respect of the financial consequences of any breach of contract or breach of duty on the part of you or the third party provider in the provision of your services;

4.9.3 KERV Interiors Ltd does not accept any responsibility or liability for any incorrect furniture ordered by you or a third party, or furniture that may be the wrong size, wrong colour or arrive damaged, whether or not ordered by us;



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4.9.4 KERV Interiors Ltd works on the assumption that all clients check the dimensions of the furniture pieces recommended to them before purchasing. KERV Interiors Ltd will not accept any liability or responsibility for furniture ordered by you that is not to your satisfaction or needs to be returned for any other reason. It is your responsibility to check any product ordered by KERV Interiors Ltd or by you to ensure that the products ordered will pass freely into the room of choice, that they will fit in that room, can be transported via any door, stairs and doorways, and there are no other issues that could add difficulties to delivery or frustrate delivery;

4.9.5 while KERV Interiors Ltd will reasonably endeavour to ensure that all retail product links provided to you in a Virtual Design are current in order to assist with purchasing the products, there is no guarantee that the furniture or accessories recommended by KERV Interiors Ltd will be available for purchase at all or within a specific time frame defined by you in your brief to us. If prices are provided as part of the e-design recommendation, there is no guarantee that you will find the article at the same price when you seek to order it; and,

4.9.6 we reserve the right to maintain commercial partnerships and affiliate relationships with these third party goods and services providers.

4.10 Time shall not be of the essence in the rendering of the Services under these Terms.

5. Cancellations and Refunds

You may cancel our Services within ten (10) days of the Effective Date by notifying us via email, which case you will be refunded the Client Payment less a sum that reasonably reflects the value of our Services already provided up to date of cancellation. If the cancellation request is received more than ten (10) days after the Effective Date, you will not be entitled to a refund.

6. Your Warranties and Obligations

6.1 You warrant that:

6.1.1 you are 18 years of age or older;

6.1.2 you are a human, and not a computer service or automated "bot";

6.1.3 you have provided accurate and valid information requested during the registration process;

6.1.4 you will use the Website only for lawful purposes;

6.1.5 during your use of the Website you will not create, transmit, distribute, or store material that violates a trademark, copyright, trade secret, or other intellectual property rights of others; violates the privacy, publicity, or other personal rights of others; impair the privacy of communications; generate obscene, offensive, or inappropriate content; causes technical disturbances to the Website, including, but not limited to, introduction of viruses, worms, or other destructive mechanisms; create or send verbal, physical, written or other abuse (including threats of abuse or retribution) to KERV Interiors Ltd or any employee, member, or officer of KERV Interiors Ltd.

6.2 In using the Website, you must not breach any laws in your jurisdiction, including but not limited to any copyright laws.

6.3 You are prohibited from violating, or attempting to violate, the security of the Website.

6.4 You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Website, use of the Website, or access to the Website without the express written permission of KERV Interiors Ltd.

6.5 You understand that KERV Interiors Ltd uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and other technology required to run the Website. If your bandwidth usage on the Website significantly exceeds the average bandwidth usage of the Website, as determined by KERV Interiors Ltd, we reserve the right to limit your bandwidth to the Website.

6.6 If the event of Default:

6.6.1 KERV Interiors Ltd will, without limiting its other rights or remedies, have the right to:

6.6.1.1 suspend your access to the Website until you remedy the Default to KERV Interiors Ltd satisfaction; and,

6.6.1.2 to rely on the Default to relieve it from the performance of any of its obligations to the extent the Default prevents or delays KERV Interiors Ltd performance of any of its obligations;

6.6.2 KERV Interiors Ltd will not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from KERV Interiors Ltd failure to perform, or delay in performing, any obligation; and,

6.6.3 you will reimburse KERV Interiors Ltd on written demand for any costs or losses sustained or incurred by KERV Interiors Ltd arising directly or indirectly from the Default.

7. Registration and Linking

7.1 Each registration for KERV Interiors Ltd Services is for a single Client only. KERV Interiors Ltd does not permit you to share your Client name and password with any other person outside of the KERV Interiors Ltd Website. Responsibility for the security of any passwords issued rests solely with you.

7.2 If you would like to link to the Website or Website, or both, you may only do so on the basis that it links to, but does not replicate, Website or Website, as the case may be, and subject to the following conditions:

7.2.1 you do not remove, distort or otherwise alter the size or appearance of the KERV Interiors Ltd name or logo;

7.2.2 you do not create a frame or any other browser or border environment around the Website/Website;

7.2.3 you do not in any way imply that KERV Interiors Ltd is endorsing any products or services other than our own;

7.2.4 you do not misrepresent your relationship with KERV Interiors Ltd nor present any other false information about KERV Interiors Ltd;

7.2.5 you do not otherwise use the name KERV Interiors Ltd or any trademarks displayed on our Website/Website, or any other services we may provide, without the express written permission from KERV Interiors Ltd;

7.2.6 you do not link from a website that is not owned by you; and,

7.2.7 your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

8. Intellectual Property Rights

8.1 As between KERV Interiors Ltd and the Client, all Intellectual Property Rights in or arising out of or in connection with the Website will be owned by KERV Interiors Ltd. Subject to clause 8.2 below, KERV Interiors Ltd licenses all such rights to the Client on a non-exclusive, worldwide basis to such extent as is necessary to enable you to make reasonable use of the Website and our Services, save that certain third party rights are reserved. For example, product photographs used in mood boards are copyrighted to their respective owners. If our Services are cancelled or terminated, this licence will automatically terminate.

8.2 The Client acknowledges that, in respect of any third party Intellectual Property Rights, the Client's use of any such Intellectual Property Rights is conditional on KERV Interiors Ltd obtaining a written licence from the relevant licensor on such terms as will entitle KERV Interiors Ltd to license such rights to the Client.

8.3 The Client hereby warrants that any data, information, images or other content which it uploads to the Website will not infringe the Intellectual Property Rights of any third party or otherwise not comply with all applicable laws and regulations. The Client will indemnify KERV Interiors Ltd against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by KERV Interiors Ltd arising out of or in connection with any breach by the Client of this clause 8.3.

9. Transmissions

9.1 Any material which the Client uploads, transmits or posts to the KERV Interiors Ltd Website will be considered non-confidential and non-proprietary. KERV Interiors Ltd will have no obligations with respect to such material. KERV Interiors Ltd and its designers will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

9.2 The Client is prohibited from uploading, posting or transmitting to or from the Website any material which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

10. Confidentiality

10.1 A party (Receiving Party) will keep in strict confidence all technical or commercial know-how, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain.

10.2 The Receiving Party will restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under these Terms, and will ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

10.3 This clause 10 will survive termination of these Terms.

11. Disclaimer

11.1 KERV Interiors Ltd is not responsible for any incorrect or inaccurate content posted on the Website. The Website may be temporarily unavailable from time-to-time for maintenance or other reasons. KERV Interiors Ltd assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, Client communications. KERV Interiors Ltd is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Website, including injury or damage to Clients or to any other person's computer related to or resulting from use of the Service.

11.2 KERV Interiors Ltd does not warrant that (i). the Service will meet your specific requirements, (ii). the Service will be uninterrupted, timely, secure, or error-free, (iii). the results that may be obtained from the use of the service will be accurate or reliable, (iv). the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v). any errors in the Service will be corrected. The Service is provided "as-is" and KERV Interiors Ltd disclaims all warranties, whether expressed or implied, including without limitation implied warranties of title, merchantability, fitness for a particular purpose or non-infringement. KERV Interiors Ltd cannot guarantee and does not promise

specific results from use of the Service. Except in jurisdictions where such provisions are restricted, in no event will KERV Interiors Ltd or any of KERV Interiors Ltds business associates (which for the purposes of these terms will include suppliers, advertisers, referrers, etc.) be liable to your or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits arising your use of the Service, even if KERV Interiors Ltd has been advised of the possibility of such damages.

12. Limitation of Liability

12.1 Nothing in these Terms will limit or exclude KERV Interiors Ltd's liability for:

12.1.1 death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors; or,

12.1.2 fraud or fraudulent misrepresentation.

12.2 Subject to clause 12.1 above:

12.3 You acknowledge and agree that:

12.3.1 KERV Interiors Ltd Online Design is a virtual interior design, not a traditional interior design service, and we do not offer or imply the warranties and representations that would normally accompany a professional service;

12.3.2 where we discuss your specific design needs, this should not be treated as advice, but guidance and for information only;

12.3.3 while reasonable efforts are made to ensure our Virtual Design matches your needs, the Virtual Design (and any plans, specifications, lists, information and documentation whatsoever it contains) is for illustrative purposes only and not to be relied on; and,

12.3.4 at all times you must rely on your own due diligence in evaluating and seeking to implement the Virtual Design.

12.4 You acknowledge that:

12.4.1 KERV Interiors Ltd will under no circumstances whatsoever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of sales or business, loss of agreements or contracts, loss of or damage to goodwill, loss of use or corruption of software, data or information or any indirect or consequential loss arising under or in connection with these Terms;

12.4.2 KERV Interiors Ltd will under no circumstances be liable if for any reason the Website is unavailable at any time or for any period. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond KERV Interiors Ltd's control; and,

12.4.3 KERV Interiors Ltd's total liability to the Client in respect of all other losses arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed the lower of ONE HUNDRED POUNDS (£100) or the Client Payment for the corresponding Service.

12.5 This clause 12 will survive termination of these Terms.

13. Indemnity

You agree to indemnify and hold KERV Interiors Ltd, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable legal fees, made by any third party due to or arising out of your use of the Website in breach of these Terms or your breach of any law or the rights of a third party.

14. Customer Data

14.1 The Parties acknowledge that with regards to their relationship and all the data, including but not limited to customer data, KERV Interiors Ltd is the Data Controller and Data Processor, such meaning been given to them under the Data Protection Act 1988.

14.2 KERV Interiors Ltd will not use any data collected through the Services for any purpose other than the fulfilment of, and marketing and promotion of, the Services.

14.3 KERV Interiors Ltd will retain your data for as long as is necessary, and for a period of up to six (6) years following closure or termination of your account. We may:

14.3.1 share your customer data with third party service providers for the purpose of fulfilling its Services, including (among other things) account administration and informing you about KERV Interiors Ltd's services in the future;

14.3.2 use cookies in the Website, and you may also have the option of activating and deactivating (as the case may be) cookies through your browser.

14.4 This clause 14 shall survive the cancellation, termination or expiry of the Services.

15. Cancelling Your Account

15.1 Accounts can be cancelled in the Website by a Client at any time by completing the cancellation process. This will mean:

15.1.1 your account will be deactivated and can no longer be accessed;

15.1.2 your account will no longer be charged;

15.1.3 all of your rights granted under these Terms will immediately come to an end; and,

15.1.4 all of your data and content may be deleted from our systems (on request).

15.2 We provide no guarantee that your content can be recovered once your account is cancelled. We are not liable for any loss or damage following, or as a result of, cancellation of your account, and it is your responsibility to ensure that any content or data which you require is backed-up or replicated before cancellation.

16. Termination

16.1 Without limiting its other rights or remedies, each party may terminate these Terms with immediate effect by giving written notice to the other party if:

16.1.1 the other party commits a material breach of these Terms and (if such a breach is remediable) fails to remedy that breach within seven (7) days of that party being notified in writing of the breach;

16.1.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

16.1.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

16.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

16.1.5 the other party (being an individual) is the subject of a bankruptcy petition or order;

16.1.6 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days;

16.1.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

16.1.8 a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

16.1.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

16.1.10 any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.1.2 to clause 16.1.9 (inclusive);

16.1.11 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or,

16.1.12 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

16.2 Without limiting its other rights or remedies, KERV Interiors Ltd will have the right to suspend provision of the Services under these Terms or any other agreement between the Parties if the Client becomes subject to any of the events listed in clause 16.1.2 to clause 16.1.9, or KERV Interiors Ltd reasonably believes that the Client is about to become subject to any of them, or if the Client fails to pay any amount due under these Terms on the due date for payment.

17. Consequences of Termination

On termination of the Services for any reason:

17.1 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination will not be affected, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination or expiry; and,

17.2 clauses which expressly or by implication have effect after termination will continue in full force and effect.

18. Force Majeure

18.1 For the purposes of these Terms, Force Majeure Event means an event beyond the reasonable control of KERV Interiors Ltd including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of KERV Interiors Ltd or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, pandemics such as Covid-19, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of KERV Interiors Ltd or subcontractors.



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19. General Provisions

19.1 Assignment and Subcontracting.

19.1.1 KERV Interiors Ltd may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the agreement and may subcontract or delegate in any manner any or all of its obligations under the agreement to any third party or agent.

19.1.2 The Client will not, without the prior written consent of KERV Interiors Ltd, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the agreement.

19.2 Notices.

19.2.1 Any notice or other communication required to be given to a party under or in connection with these Terms will be in writing and will be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

19.2.2 Any notice or other communication will be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.

19.2.3 This clause 19.2 will not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" will not include emails and for the avoidance of doubt notice given under these Terms will not be validly served if sent by email.

19.3 Waiver.

19.3.1 A waiver of any right under these Terms is only effective if it is in writing and will not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the agreement or by law will constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy will preclude or restrict the further exercise of that or any other right or remedy.

19.4 Severance.

19.4.1 If a court or any other competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of these Terms will not be affected.

19.4.2 If any invalid, unenforceable or illegal provision of these Terms would be valid, enforceable and legal if some part of it were deleted, the provision will apply with the minimum modification necessary to make it legal, valid and enforceable.

19.5 KERV Interiors Ltd reserves the right to revise and amend these Terms from time-to-time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in our Services offered, changes in relevant laws and regulatory requirements and changes in our system's capabilities, so please review our terms regularly.

19.6 No Partnership or Agency.

Nothing in these Terms is intended to, or will be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party will have authority to act as agent for, or to bind, the other party in any way.



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19.7 Entire Agreement

With the exception of clause 3.5 above, these Terms constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. Each party agrees that it will have no claim for innocent or negligent misrepresentation based on any statement in these Terms.

19.8 Third Parties.

A person who is not a party to these Terms will not have any rights under or in connection with it.

9.9 Rights and Remedies.

The rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.

19.10 Variation.

Except as set out in these Terms, any variation, including the introduction of any additional terms and conditions to these Terms, will only be binding when agreed in writing and signed by KERV Interiors Ltd.

19.11 Governing Law and Jurisdiction.

These Terms, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.