

## Claire Dunn Interiors – Terms and Conditions

*(Prepared in accordance with BIID professional practice guidance)*

These Terms and Conditions apply to all Services provided by us, **Claire Dunn Interiors**, of Yalbury House, Frome Whitfield, Dorchester, Dorset, DT2 7SE (“we/us/our”).

Claire Dunn Interiors is a **Provisional Associate Member of the British Institute of Interior Design (BIID)** and abides by the principles of the BIID Code of Conduct.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions:

- **“Consumer”** has the meaning in the Consumer Rights Act 2015.
- **“Contract”** means the contract formed between you and us, as set out in clause 2.
- **“Client/you/your”** means the Consumer, firm or corporate body purchasing the Services.
- **“Products”** (where applicable) means any products, including e-products such as e-books and courses, to be provided by us to you as detailed in our Proposal or ordered via our Website.
- **“Proposal”** means our estimate for providing the Services, which (unless otherwise stated) remains open for 30 days and constitutes our entire scope of works; it may be issued as a formal fee proposal or by email.
- **“Services”** means the interior design services described in our Proposal.
- **“CDI”** means Claire Dunn Interiors.
- **“Website”** means [www.clairedunninteriors.co.uk](http://www.clairedunninteriors.co.uk).

1.2 In these Terms and Conditions: (a) “writing” and “written” include email; (b) statutory references include amendments/re-enactments; (c) references to these Terms include updates from time to time; (d) “clause” means a clause of these Terms; (e) “Party/Parties” means the parties to the Contract.

1.3 Headings are for convenience only.

1.4 Words in the singular include the plural and vice versa; gender includes all genders; “person” includes corporate bodies.

### 2. How the Contract is Formed

2.1 These Terms govern all Services and any Products and form the basis of the Contract.

2.2 After an initial consultation, we will issue a Proposal based on your brief (including information in our welcome questionnaire). A legally binding Contract is formed when you accept the Proposal. Please read these Terms before accepting. Any terms you issue will not vary these Terms unless we agree in writing.

2.3 You may purchase Products via our Website. Your order is an offer that we may accept at our discretion. We accept by sending an **Order Confirmation** email. The Order Confirmation sets out the items, price (including taxes/charges) and (where applicable) estimated delivery.

2.4 Proposals are based on information available at the time. If errors or discrepancies later affect price or scope, we may adjust the Proposal.

### 3. Interior Design Services

3.1 We will provide the Services with reasonable care and skill and in accordance with best trade practice. Our services and guidance are from an interior design perspective only; you must obtain specialist advice (e.g., architect, structural engineer, building control, M&E, H&S) as applicable.

3.2 **Revisions.** Each stage includes **one consolidated round of revisions** to the information issued in that stage. Any additional revisions, changes to the approved brief, or extra site visits beyond the Proposal will be quoted in advance and billed at the applicable hourly rate.

3.3 We may provide sketches/impressions/visuals for illustrative purposes; these are not exact specifications and are **not for construction** unless expressly issued as such.

3.4 Drawings/visuals communicate **design intent** only and are not fabrication/installation drawings unless expressly stated. Contractors must verify all dimensions on site, confirm buildability and prepare any fabrication/installation drawings.

3.5 Any lighting, heating, flooring or similar plans we provide are design intent only. The appointed contractor is responsible for suitability, detailed circuits/switching (where relevant), installation, testing and certification.

3.6 CDI does not design electrical circuits or certify compliance. Technical information we issue is for design intent only; contractors remain responsible for compliance.

3.7 We may suggest products/services. You are under no obligation to adopt these. Any supplier you choose will contract with you on their terms; you will arrange and pay them directly, and they will be liable to you for their performance.

3.8 Where we recommend trades/suppliers, contracts are directly between you and them. They are responsible for pricing, programme, workmanship, compliance and warranties.

3.9 **Shared procurement (where requested)** – If we coordinate selected orders, payment for goods is required in full before ordering, and orders are placed in the client’s name where possible. CDI acts solely as Agent unless expressly agreed in writing to act as Principal. CDI does not hold stock, accept delivery risk or provide product warranties; title, risk, delivery issues and defects remain between you and the supplier.

3.10 **Travel.** Meetings/site visits beyond a **20-mile radius of DT2 7SE** are chargeable at **45p/mile** plus reasonable travel/parking unless otherwise agreed. Cancellations with less than **48 hours’ notice** may incur a charge for time/costs incurred.

3.11 Any timescales are for guidance only and are **not of the essence**.

3.12 **Joinery.** CDI provides **joinery intent** drawings (forms, finishes, functional requirements). The joiner prepares fabrication/installation drawings for approval prior to manufacture. CDI reviews for alignment with design intent only.

### 4. E-Design Services

4.1 E-Design is an online decorating consultation service; recommendations are aesthetic only and not for construction.

4.2 You are responsible for the accuracy/completeness of information provided.

4.3 Floor-plan measurements/details are illustrative; any layouts are indicative sketches.

4.4 Objects, colours and sizes in visuals are approximate representations.

4.5 Communication is via email and pre-booked calls in 15-minute blocks (up to a total agreed cap unless otherwise agreed in writing). Unscheduled calls/messages may be billed at the hourly rate.

4.6 We are not responsible for construction/fabrication/delivery/installation methods or safety

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precautions.

4.7 Product sourcing may be limited by territory/availability.  
4.8 Combination-use rooms are charged per space unless otherwise agreed.  
4.9 Two design revisions are included per e-design package; further revisions are chargeable.  
4.10 We cannot guarantee pricing or long-term availability of sourced items.  
4.11 We are not responsible for arranging repairs, replacements or freight claims for items you purchase.  
4.12 We may document and publish project notes/boards/photos for portfolio, website, social media and similar publicity with respect for your privacy; we will seek agreement before photography of the completed project. Credit us if you publicly share results created from our guidance. Data is handled per our Privacy Policy.

## **5. Price and Payment**

5.1 Each design stage is invoiced separately and is payable **in advance** of work on that stage. Stage 1 is invoiced on acceptance of the Proposal; subsequent stages are invoiced after approval of the preceding stage and are payable before work commences.  
5.2 If a project is delayed or paused through no fault of CDI, we may issue interim invoices for work completed to date and may reschedule the project. For projects under **£500**, we may request full payment in advance. Any specific schedule will be set out in the Proposal or Letter of Appointment.  
5.3 Services are deemed complete when the agreed deliverables for that stage have been issued. Any ongoing advisory time beyond that scope will be quoted and billed at the applicable hourly rate.  
5.4 Additional services outside scope (e.g., extra revisions/drawings/sourcing/site visits) will be quoted and, if approved, billed at the **hourly rate(s) set out in the Proposal**.  
5.5 CDI is not currently VAT-registered; VAT will not be added to fees.  
5.6 Invoices are payable **within 7 calendar days** of issue. Late or non-payment may result in a pause of services and rescheduling.  
5.7 Interest on overdue sums may be charged at **4% per annum above the Bank of England base rate**, accruing daily. This does not apply to bona fide invoice disputes raised within **5 working days**.  
5.8 If a project stage is paused for **more than 6 months** through no fault of CDI, fees and programme may be reviewed to reflect updated rates or scope.  
5.9 All drawings, visuals and documents remain the property of CDI until full payment for the relevant stage has been received.  
5.10 Website orders for Products must be paid in advance via our chosen payment gateway. Card data is not provided to us; your gateway terms govern that payment relationship.  
5.11 We make reasonable efforts to ensure Website prices are correct. If an error is found before acceptance, we will ask whether you wish to proceed at the correct price; if you do not respond within **48 hours**, we will treat the order as cancelled. If an error is found after acceptance, we will inform you immediately; you may cancel and receive a refund where required by law.

## **6. Cancellation Within the Cooling-Off Period (Consumers)**

6.1 If you are a UK/EU Consumer, you have a statutory **14-day cooling-off period** to cancel the Contract for any reason and receive a refund in accordance with this clause 6.  
6.2 **Services**. The 14-day period begins on Contract formation. If you ask us to start within the cooling-off period, you acknowledge you will lose the right to cancel once the Services

are completed. If we have begun, you must pay for Services performed up to the point you notify cancellation.  
6.3 **Physical Products**. The 14-day period begins on Order Confirmation and ends 14 days after you receive the Products (or the last instalment of a split delivery). You must return Products within 14 days of telling us you're cancelling under this clause 6; you bear return costs. Refunds are issued within 14 days of (a) our receipt of the Products, (b) evidence of posting, or (c) cancellation before dispatch. Deductions may be made for excessive handling.  
6.4 **E-Products**. The 14-day period begins on Order Confirmation and ends on the earlier of (a) access (download/stream) to the paid content or (b) day 14. After the cooling-off period, access can be cancelled but refunds are not available for periods already provided. If purchased by mistake, tell us immediately and do not access the content; if you have not accessed it, we will refund in full.  
6.5 You may notify cancellation in any way (our model cancellation form is available on request). We will refund sums due within 14 days using the original payment method unless you request otherwise. A model cancellation form, compliant with BIID and UK consumer regulations, is available upon request and may be included in your welcome or appointment documents.

## **7. Cancellation After Cooling-Off / Business Clients**

7.1 After the clause 6 cooling-off period (or where you are not a Consumer), you may cancel on **14 days' written notice**. We will invoice for Services performed to the cancellation date and, on receipt of payment, hand over works completed to that date.  
7.2 Either Party may cancel immediately if the other (a) commits a material breach not remedied within 14 days of notice, or (b) enters insolvency (other than a bona fide reconstruction).  
7.3 Cancellation does not affect accrued rights. Clauses stated to survive termination will do so.  
7.4 We will work to your budget; however, product prices, freight and delivery charges may change. We are not liable for such changes.  
7.5 We are not liable for delays caused by third-party contractors/builders or site delays.

## **8. Variations and Amendments**

8.1 If you wish to vary the Services/brief, notify us in writing. We will use reasonable efforts to accommodate changes and will invoice additional costs.  
8.2 If circumstances beyond our control require changes to the Services, we will notify you and seek to offer arrangements as close as reasonably possible.  
8.3 Agreed variations are governed by these Terms; any price adjustments are payable in accordance with clause 5.

## **9. Our Liability**

9.1 We are responsible for **foreseeable loss or damage** caused by our breach or negligence. We are not responsible for loss that is not foreseeable.  
9.2 If you are not a Consumer, we are not liable for loss of profit, business, business interruption, loss of opportunity or any indirect/consequential loss. Subject to clause 9.4, our aggregate liability is limited to the **fees paid** for the Services. Contractors are responsible for site verification, setting-out, buildability, compliance and safety; CDI is not responsible for contractor performance, programme, certification or costs.  
9.3 Artistic/judgement factors: to the extent permitted by law, dissatisfaction based on personal taste does not confer a right to

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refund.

9.4 We do not exclude or limit liability for death/personal injury caused by negligence, or for fraud/fraudulent misrepresentation.

9.5 Your statutory consumer rights are not affected.

9.6 We maintain Public Liability and Professional Indemnity insurance; details available on request.

9.7 We may receive commissions for referrals; selection remains your decision and we accept no liability for third-party performance.

9.8 We are not responsible for issues arising from inaccurate/incomplete information provided by you or your contractors.

9.9 No action or proceedings may be brought more than **6 months** after completion of the Project or Services (whichever is earlier).

### **10. Intellectual Property Rights**

10.1 We own all IP rights in our designs and our Website content.

10.2 On payment in full for the relevant stage, we grant you a **non-exclusive licence** to use the **final design** for the agreed project/purpose. You may not sub-licence without our written consent.

10.3 We may take appropriate action to protect our IP.

10.4 Any licence is automatically revoked if you breach these Terms or the Contract is cancelled under clauses 7–9.

10.5 The licence applies only to the **final design**; draft concepts/images/materials may not be used without our permission.

10.6 Designs are issued in our standard, non-editable format. Editable/CAD files may be provided at our discretion, subject to our PI insurers' consent and an additional fee (as notified).

10.7 You warrant that materials you supply do not infringe third-party rights.

10.8 We may use project images and design work for portfolio/website/marketing. We will only photograph completed projects with your prior agreement. Tell us on acceptance if you prefer not to have your project featured.

### **11. Events Outside Our Control (Force Majeure)**

We are not liable for delay/failure caused by events beyond our reasonable control (including power/ISP failure, industrial action, civil unrest, fire, flood, severe weather, terrorism/war, governmental action, pandemic/epidemic, or similar).

### **12. Complaints and Feedback**

12.1 We welcome feedback.

12.2 If you wish to complain, please contact us in writing. We will respond within **14 days**.

### **13. Personal Information**

All personal data is handled in accordance with the UK GDPR, the Data Protection Act 2018 and applicable data protection law. See our Privacy Policy for details.

### **14. Other Important Terms**

14.1 We may assign our rights/obligations under the Contract; you will be informed if this happens.

14.2 You may not assign without our written consent.

14.3 The Contract is between you and us; no third party has enforcement rights.

14.4 If any provision is unlawful/invalid/unenforceable, it shall be deemed severed and the remainder shall continue.

14.5 No failure/delay in exercising rights is a waiver; no waiver of a breach is a waiver of subsequent breaches.

### **15. CDM Regulations (2015)**

Where the project falls within the scope of the Construction (Design and Management) Regulations 2015 ("CDM Regulations"), the Client acknowledges that CDI is **not appointed as the Principal Designer** and does not assume overall health and safety management under the Regulations. CDI will exercise reasonable care in its design work to identify and avoid foreseeable health and safety risks and will **co-operate and coordinate** with the appointed Principal Designer and/or Principal Contractor where applicable. If the Client wishes CDI to act as Principal Designer, this must be the subject of a **separate written appointment** agreed in advance.

### **16. Governing Law and Jurisdiction**

16.1 These Terms (and any non-contractual obligations) are governed by the laws of **England**.

16.2 The courts of **England** have exclusive jurisdiction over any dispute arising out of or in connection with these Terms.

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### Fee & Rates Schedule

(This Schedule forms part of the Claire Dunn Interiors Terms and Conditions, Version November 2025)

The following schedule sets out current design rates, mileage allowances, and payment terms. It should be read in conjunction with the Claire Dunn Interiors Terms and Conditions and any accompanying Proposal or Letter of Appointment.

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#### Design Fees

##### Residential Design Consultation - £225 per consultation

90-minute in-home or virtual consultation providing professional design advice and direction.

##### Additional Consultation Time - £110 per hour

Applies where further advisory time is requested beyond the initial consultation. Includes brief written confirmation of agreed recommendations.

##### Standard Rate - £35 per hour

Applies to standard design services within an agreed project scope, including concept development, sourcing and implementation support as outlined in your Proposal.

##### Premium Hourly Rate - £70 per hour

Applies to complex, commercial or bespoke projects requiring advanced coordination, technical input or specialist consultancy.

##### Day Rate - £420 per day

Equivalent to approximately 12 hours of design or consultancy time. Used for site visits, workshops or intensive design sessions by prior agreement.

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#### Additional Charges

- **Extra Revisions or Services** – One consolidated round of revisions per design stage (two for E-Design) is included. Further changes, drawings, or meetings are billed at the applicable hourly rate.
- **Procurement Coordination** – Sourcing and ordering support, where requested, is billed at the applicable hourly rate. CDI acts as *Agent only* unless otherwise agreed in writing.
- **Travel & Mileage** – 45 pence per mile beyond a 20-mile radius of DT2 7SE, plus reasonable parking or public transport costs.
- **Printing & Presentation Materials** – Large-format printing, couriering, or special presentation materials may be charged at cost.

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#### Payment Terms

- Each design stage is invoiced separately and is payable **in advance** of work commencing on that stage.
- Invoices are due within **7 calendar days** of issue.
- **Interest** may be charged on late payments at **4 % above the Bank of England base rate**, accruing daily.
- For projects under £500, full payment may be requested in advance.
- Travel and reimbursable expenses will be included in the relevant invoice or billed separately where appropriate.

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#### General Notes

- This Schedule may be updated periodically. Any changes will be confirmed in writing before new rates apply.
- All work is subject to the **Claire Dunn Interiors Terms & Conditions (Version November 2025)**.
- Claire Dunn Interiors is a **Provisional Associate Member of the British Institute of Interior Design (BIID)** and abides by the BIID Code of Conduct.