

# C'EST ICI TERMS & CONDITIONS

## TERMS AND CONDITIONS

### **A. General Terms and Conditions of Interior Design Service from C'est ici Design**

1. The designs provided by C'est ici Design are intended as a recommendation only. C'est ici Design will provide details of where to buy all our recommendations but cannot be held responsible for changes in price, stock issues and accuracy of the information.
2. C'est ici Design reserves the right to cancel orders and refund the client should the need/event arise.
3. The photos/images on the site are for example purposes only and are illustrative of interior design projects.
4. No contract for the sale of any product will exist between you and C'est ici Design until we accept your order by sending you a confirmation email following your payment.
5. You must check that all the details on the confirmation email are correct and contact us as soon as possible if any details are incorrect. If your order has not been accepted, you will receive an email from us telling you the reasons why.
6. Should you wish to cancel the agreed service you must notify C'est ici Design in writing. Depending upon what work has already been done on your design will determine any refund amount. Please note: Your Interior Design Scheme cannot be cancelled or postponed once the Design Board has reached 50% completion or after submission of the 2D or 3D renders if included in the scope of work of the project.
7. It is the responsibility of the client to ensure there is access to the property to enable the designer to complete the scope of work including access for third party suppliers during normal business hours. Including arranging permission to entry to the community.
8. C'est ici Design drawings are conceptual in nature and are meant to set forth design intent only; they are not to be used for architectural or engineering purposes.
9. C'est ici Design provides interior design services -we are not a general contractor. Any issue regarding construction elements must be discussed between the property owner and his/ her contractor.
10. The Client agrees to allow C'est ici Design to take photographs of the project during all stages of the services including when project is complete.
11. Photographs will be used for business purposes, including, but not limited to press, publications, online, social media, marketing, advertising, website, and print. C'est ici Design will not disclose address or **Client's name without prior consent.**

## **B. Design Professional Fees**

### 1. Payment Installments per stage:

- First Installment: 60% of the Professional Fees before the kickoff meeting. Please note that the design work will commence only when the first installment is paid;
- Second Installment: 30% of the Professional Fees once the 2D or 3D Renders are approved by the client;
- Third Installment: 10% of the Professional Fees once the project is completed.

### 2. C'est ici Design accepts payments via direct bank transfer or cheque.

3. Any additional work outside of the agreed Scope of Work shall be charged on an hourly rate. C'est ici Design will not charge any additional work without prior written consent from the client. Please note one round of edits is included in our professional fees.

4. Design Revisions: For work that includes design aspects, unless otherwise specified herein, Consultant will (1) make up a version of the project, (2) present it to Client, (3) and make any reasonable changes requested by Client. ("Reasonable" refers to routine changes such as FF&E selections and specific aspects of the design)

That process constitutes one "round" of changes. At Consultant's discretion, additional minor changes may be welcome without incurring additional fees. However, if a requested revision at that point is considered by Consultant to be significant, major, a new direction, etc., then Consultant will discuss such with Client, as this may incur additional fees, billed at the standard hourly rate defined herein.

## **C. Additional work out of Scope or additional areas**

1. Additional spaces can be added to the order during the project. An additional area should be considered as outside of scope and should be agreed by both parties. If any requested additional spaces do not fit the specified project time frame, they may have to be scheduled at a later stage.

2. The price includes only one (1) revision per space. A revision means corrections of errors, change of plans or other changes when the result wasn't as the client had planned. The client shall inspect the drafts carefully and deliver complete, clear and summarized feedback of the whole image to avoid any following unnecessary revisions. Please refer to section B, point 4 for additional design revisions.

3. C'est ici Design may sometimes show images that are not considered a draft and therefore does not spend the included revisions. When so, it is clearly stated when the image is shown.

4. Revisions that are a clear result of inaccurate material or that largely differs from the originally obtained material may affect price and delivery.

5. If more revisions than what included in the fees is needed, they are charged separately.

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#### **D. Delivery**

All design consultations will aim to be delivered within as agreed with the client. C'est ici Design consultations will be sent to the email address given by you in your order. The Schedule of the project with the timelines and minutes of meeting will be sent at the beginning of the project. The team will send Friday updates of all ongoing matters.

#### **E. Bespoke Pieces by C'est ici Design**

1. Payment of 60% of the agreed fee will be paid in full in advance to start the technical drawings. The second instalment of 30% is due when the technical drawings are approved by the client. The third and last instalment of 10% will be paid once all the pieces have been delivered.
2. C'est ici Design accepts payments via direct bank transfer or cheque.
3. Any additional work outside of the agreed Scope of Work shall be charged on an hourly rate of AED 750 and invoiced weekly. C'est ici Design will not charge any additional work without prior written consent from the client.
4. The professional fees exclude any handy man work or third-party works.
5. C'est ici Design retains all copyrights and other intellectual property interests in the design and in any plans, drawings, renderings, and design studies.

#### **F. Privacy Policy**

C'est ici Design will not pass on your personal, credit or debit card details to any third party without your permission.

#### **G. Exclusions of Liability**

C'est ici Design will rely entirely upon measurements provided by the contractor in designing the room and furniture layout and recommending items to be purchased by the client. It is the client's responsibility to ensure that all measurements required are provided and that all measurements are accurate.

C'est ici Design will not accept any responsibility nor any liability if any recommended item does not fit the space as shown on the floorplan by the contractor due to the contractor's failure to provide any measurements and/or in providing incorrect and/ or inaccurate measurements. Except in the areas where C'est ici Design takes physically accurate measurements of the designated spaces.

These disclaimers and exclusions shall be governed by and construed in accordance with the UAE Law. If any provisions of these disclaimers and exclusions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

## 1. Exclusion of Fit-Out Drawings

"The services provided by the Designer under this Agreement do not include the preparation or provision of fit-out drawings. Fit-out drawings, which typically include detailed construction documents for any fit outs and other technical specifications required for the physical build-out and construction of the design, are specifically excluded from this contract.

Should the Client require fit-out drawings, unless the proposed design is produced by C'est ici Design, the FIT OUT company nominated should be responsible for the production of shop drawings.

The Designer's responsibilities are limited to providing design concepts, mood boards, material selections, and other non-technical visual presentations as outlined in the Scope of Work section of this Agreement.

By including this clause, you ensure that the client understands the limitations of the services provided and knows to seek additional expertise for detailed construction documents if needed.

## H. Liability

C'est ici Design does not accept liability for any errors and/or omissions contained in our website and reserve the right to change information, prices, specifications and descriptions of listed products and services at any time and without notice. If an error is discovered in the price of the goods that you have ordered, we will inform you as soon as possible. We shall be under no obligation to fulfil an order for a product that was advertised at an incorrect price.

C'est ici Design has taken every measure to prevent Internet fraud and ensure any data collected from you is stored as securely and safely as possible. However, C'est ici Design cannot be held liable in the extremely unlikely event of a breach in secure computer servers.

C'est ici Design shall have no liability to you for any delay in the delivery of products ordered or any other matters to the extent that the delay is due to any event outside our reasonable control, including but not limited to acts of God, war, flood, fire, covid19 virus, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events.

C'est ici Design offers no warranty that the website will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the website. C'est ici Design will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website.

To the fullest extent permissible under applicable law, we disclaim all warranties of any kind, whether express or implied, in relation to the services and products. This does not affect your statutory rights as a consumer, nor does it affect your Contract Cancellation Rights.

## **Exclusion**

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### **2. Structural Changes**

Structural modifications, such as knocking down walls or significant alterations to the building's framework, are typically excluded unless explicitly stated.

Load-Bearing Walls -Any changes involving load-bearing walls usually require a structural engineer's input and are not included in standard interior design services.

### **3. Permits and Approvals**

Building Permits: Obtaining necessary permits for construction or renovation is generally the client's responsibility.

HOA Approvals: Any required approvals from homeowners associations or similar bodies are not included in the designer's scope.

### **4. Specialized Installations**

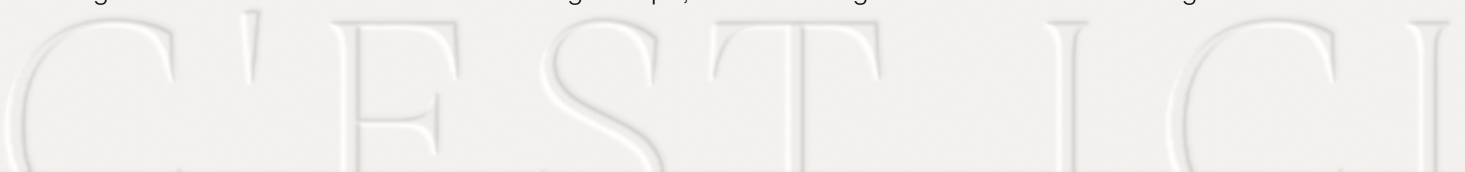
Plumbing and Electrical Work: Major plumbing or electrical work, such as installing new plumbing lines or rewiring, are typically excluded and handled by licensed professionals.

HVAC Systems: Installation or modification of heating, ventilation, and air conditioning systems are not part of standard design services.

### **5. Bespoke Millwork and Joinery**

Bespoke Furniture: While the design may include specifications for custom pieces, the fabrication and installation are usually handled by specialized craftsmen and are not included in the design fee and would be handled by C'est ici Bespoke. Shop Drawings are not included in our design fees.

- Built-In Joinery: Custom built-ins and cabinetry often require a separate scope of work. If C'est ici design is awarded with the fit out and design scope, C'est ici design will Produce the drawings.



## **6. Structural Engineering Services**

Engineering Reports: Any requirement for structural engineering assessments or reports is excluded.

- Seismic Retrofitting: Modifications for seismic safety are not included unless specifically addressed in the contract.

## **7. Asbestos and Hazardous Materials**

- Removal and Remediation: Identifying, removing, or remediating asbestos, mold, or other hazardous materials is typically outside the designer's scope and handled by specialized contractors.

## **8. Outdoor Spaces**

- Landscaping: Design and installation of landscaping or outdoor structures are often not included unless the project specifically covers exterior design. C'est ici design is happy to comment on overall look and feel.

- Swimming Pools: Design and installation of swimming pools or water features are usually excluded.

## **9. Appliances and Fixtures**

- Procurement: While the designer may recommend appliances and fixtures, the purchase and installation of these items are often the client's responsibility.

- Warranty Services: Handling warranties and repairs for appliances and fixtures is not included.

## **10. Maintenance and Upkeep**

- Cleaning Services: Post-installation cleaning services are typically excluded from the contract.

- Ongoing Maintenance: Regular maintenance and upkeep of the designed space are not part of the design services.

## **11. Personal Items**

- Artwork and Personal Collections: The procurement and installation of personal items, such as artwork and collectibles, are usually not included unless specified.



C'est ici Design will not be liable, in contract, (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the conditions for:

- Any economic losses (including without limitation loss of revenues, profits, contracts, business, or anticipated savings)
- Any loss of goodwill or reputation
  
- Any special or indirect losses suffered or incurred by that party arising out of or in connection with the provisions of any matter under the Terms and Conditions.

## **I. Copyright**

All rights, including copyright, in the content of the <https://www.cesticidecor.com/> web pages are owned or controlled by C'est ici Design. In accessing C'est ici Design web pages, you agree that you may only download the content for your own individual and non-commercial use. You are not permitted to copy, broadcast, download, store (in any medium), transmit, show, or play in public, adapt, or change in any way the content of the C'est ici Design web pages for any other purpose whatsoever without the prior written permission of C'est ici Design.

## **REVISIONS (ROUNDS OF EDITS)**

The contract enables the Client to make necessary changes in case they desire to do so, provided that the number of rounds of edits does not exceed 2 edits from the initial design. The Client will receive Draft 1, Draft 2, and a Final Draft for sign-off during the design project. After the Client has received Draft 1, Draft 2, and Final Draft, the Client will be responsible for the cost of any additional changes and/or drafts required. Additional fees will be charged according to the scope of work per round of edit, or per 3 minor edits.

The Client has 24-72 hours to review & approve the design according to the timeline of the project. Any change request that the Client wishes to make must be made within the first 24-72 hours of receiving the draft. In case this period is exceeded, C'est ici Design has the right to charge 500 AED for every delayed day, unless the reason for the delay is a majeure force. Any change request will be submitted to the Client according to the timeline of the project.

If the Scope of Work changes during the project's completion, additional costs may occur. C'est ici Design will submit any price changes via Change Request documents for the Client to sign prior to beginning such tasks.

## **FINAL DELIVERABLES**

All final files will be delivered to the Client only after the full cost of the project has been paid by the Client. The final files will be delivered on soft and hard copy. The final deliverables of this project are, as follows:

1. Pre Concept Design: In PDF format
2. Schematic Design Proposal In PDF format
3. Design Concept Proposal in 3D renders
4. Specification Booklets in PDF and Excel Format.
5. Bespoke Concept Design Proposal in PDF





## **OWNERSHIP**

All content provided by the Client (any pictures, quotes, videos, artworks, names, copy or any other files) will stay the Client's property and under the ownership of the Client. All preparation materials, sketches, visuals, presentations, including the digital files used to create the project remain the property of C'est ici Design. **The final artwork and/or digital files will become the property of the Client mentioned in this contract ONLY after C'est ici Design has received the FULL cost of the project.** Should the client attempt to use, modify, alter, or replicate any ideas BEFORE paying the agreed full final payment, legal counsel will be taken.

## **RELATIONSHIP BETWEEN PARTIES**

The Client expressly recognizes that C'est ici Design is an independent contractor, and that C'est ici Design is not an employee, partner, or joint venture of the Client. C'est ici Design shall be retained as an independent contractor.

## **DELAYS**

### **C'est ici Design's Working Days & Times: Monday to Thursday (9:00 AM to 5:00 PM GST)**

In the case that the Client requires add-ons to their chosen package, the Client understands and accepts that the design project timeline may be extended depending on the amount and complexity of the add-ons they have chosen and if they require 2 rounds of edits or more (in which they'll be charged). If the Client has requested any add-ons, the Client understands and accepts that the final files will not be delivered to them according to the proposed timeline. Instead, the final delivery of the design project will be extended until all design work has been completed (and full final payment has been made by the Client).

## **TERMINATION**

*Termination by Client Without Cause:* The Client may terminate this contract 30 days prior without cause by giving C'est ici Design a written signed notice of termination, provided that no such termination will entitle the Client to be released from the obligation to pay or to a refund of any portion of the fees due or paid, for the services written in the scope of work in this contract. The Client will not get a refund of any amount paid prior to cancellation, and the Client is still obligated to pay for the work done up to the point of cancellation. Upon written cancellation, the Client is responsible for the payment for all expenses incurred and any work done based on the percentage of the project completed that is determined by C'est ici Design. In addition, C'est ici Design shall be entitled to invoice the Client for, and the Client agrees to pay, all of C'est ici Design's internal and out-of-pocket expenses accrued prior to the date of termination, plus 50% of the total charges for the services projected to be performed during the week of project cancellation, as liquidated damages for any and all damages or losses suffered or incurred by C'est ici Design as a result of such termination.

*Termination by C'est ici Design Without Cause:* C'est ici Design may terminate this contract immediately and the provision of the services at any time without cause by giving the Client a written notice of termination and refunding to the Client all of its fees paid hereunder, without interest.

*Termination for Cause:* In the event of a breach of any material term or condition by the Client (including, without limitation, any failure by the Client to pay any amount due to C'est ici Design in accordance with the payment plan outlined in this contract), C'est ici Design shall have the right to terminate this contract as of the date of such default, by notice given in writing to the Client, whereupon this contract shall thereafter be null and void and of no further effect. In the event that the delivery of the project is delayed from C'est ici Design beyond the agreed upon period, and the Client wishes to cancel the project, then the Client has the right to cancel the contract and will **receive a refund of the work NOT done, provided that the cause of delay is NOT a majeure force.** In the case that the Client does not like the design and/or work and wishes to cancel the project, cancellation of the project will not result in a refund of any amount paid. **The amount paid is not refundable.** Ownership of ALL original artwork shall be retained by C'est ici Design.

The Client understands and agrees that they need to pay C'est ici Design for the work done up until the termination date. If, however, the Client decides to terminate the contract close to the end of the project, the Client understands and agrees that they are still responsible for paying C'est ici Design in full, and pay the full amount of the project, **or the latest project cost** according to the last Change Request made to the Scope. Should the Client choose to cancel this project after the project's completion, the Client will remain responsible for full payment of the complete project total. In the event of termination of this contract by either party for any reason, the Client shall pay C'est ici Design for all work and expenses accrued prior to the effective date of such termination. C'est ici Design shall be entitled to invoice the Client for such work.

## **FORCE MAJEURE**

Non-performance by either party will be excused to the extent that such performance is rendered impossible or delayed by acts of God or a public enemy, acts of the United Arab Emirates or any emirate or political subdivision thereof, fires, severe weather, floods, earthquakes, natural disasters, explosions or other catastrophes, embargoes, shortage of goods, labor strikes, slow-downs or labor stoppages of any kind, delays of suppliers or delay of transportation for any reason, or any other causes beyond the control of such party in furnishing items or services, including but not limited to, breakdown or failure of machinery or equipment or delay in Client reporting problems or furnishing information or materials, provided that the non-performing party gives prompt notice of such conditions to the other party and makes all reasonable efforts to perform notwithstanding such conditions. The time for performance specified pursuant to this contract shall be extended by the period during which such performance was rendered impossible or delayed, provided always, however, that, should such circumstance last more than thirty (30) continuous days, either party may by written notice to the other party, terminate this contract.

## **CONFIDENTIALITY**

C'est ici Design and the Client recognize that they will come into possession of information that comprises valuable trade secrets and other confidential information which is exclusively owned by the other party. C'est ici Design and the Client expressly recognize that Confidential Information is being conveyed to them under conditions of confidentiality, and agree that they shall not disclose Confidential Information to any third party during the term of this contract and at all times following the termination or expiration of this contract. C'est ici Design and the Client may, however, disclose Confidential Information only to their employees who need to know Confidential Information in order to assure the parties compliance with the other terms and conditions of this contract. In the event of the breach of this provision regarding confidential information, it is understood that damages will be difficult to ascertain and either party, including the Client, may petition a court of law or equity for injunctive relief.

C'est ici Design and the Client hereby acknowledge that they may be involved in or become aware of information that relates to the other party on a personal level including - but not limited to - their past, future, present, customer names, marketing plans, project information, strategies, financial documents, etc. Both parties agree to protect all such information and keep any information obtained confidential.

During the project timeline, the design work from the project will be showcased on C'est ici Design's social media accounts. C'est ici Design has the right to share design work and behind-the-scenes footage of the project. C'est ici Design has the right to showcase any process videos, behind-the-scenes content, or design work related to this project. The Client does not have the right, and is not allowed, to share any files, processes, programs, tools, copies of the contract, or any confidential information of C'est ici Design with a third-party without a written permission of C'est ici Design first.

## **POST-PROJECT RIGHTS**

The Client allows C'est ici Design to showcase the whole branding project on their website, portfolios, and social media accounts for self-promotional purposes. Any part of the project that was created during the process of the project, but was not used and is not included in the final deliverables, remain in full ownership of C'est ici Design to do with as they please.

In the case that the Client shares a review or testimonial to C'est ici Design, C'est ici Design has the right to share that testimonial and/or screenshot of feedback on their website and any other online platform.

In the case that the Client wishes to change any of the designs, add additional services, etc. after the Scope of Work is completed and full payment has been paid, the Client understands and accepts that they will be required to pay for any extra work that they want to work on after the Scope of Work outlined in this contract has been completed.

After the design project is over, and the Client has paid the full cost of the project, the Client is automatically seen as the copyright owner of all final design work that C'est ici Design designed for them. Any work that was presented during the project but is not included in the final files remains under the ownership of C'est ici Design, and the Client has no rights of ownership to any design work outside of the final files they will receive at the end of the project.

Note that C'est ici Design still has the right to share the project they've worked on on their website, portfolios, and any other social media accounts post-project. C'est ici Design has the right to receive proper credit for the work and be able to add it to their design portfolio. C'est ici Design has the right to ask for a credit line to be included in the work itself. Once the project has been completed and introduced to the public, C'est ici Design will have the right to add the Client's name to their clients list and the right to enter the work into their portfolios. C'est ici Design also has the right to show and explain portions of the completed project as case studies to other companies or online, and the Client will be asked for the right to review and approve such promotional activity on a case-by-case basis. C'est ici Design will not publicly show works that contain any of the Client's confidential information, including personal information, payments, and/or plans.