

# TERMS & CONDITIONS

## INTERIOR DESIGN AND DECORATION

### RATES

- All prices include GST.
- Weekday rates and consulting hours – Mon – Fri: 11:30am – 7pm Session timing 2-2.30hrs with a fees of Rs.1500.00(one thousand five hundred only (Applicable for Principal designer only)
- The Company shall provide home interior design services for a design service fee of Rs 60/sqft on the total carpet area of the project and shall provide services in relation to the execution of the finalized design on a turn-key basis and in relation to purchase of products and services Different
- **Rates apply for the Principal designer Rs75/sqft on total carpet area of the project.**

### THE SERVICES

- a. The quality, quantity and description of the Services are as stated in the Scope of Services.
- b. The Designer shall perform and complete the Services in accordance with the Design Contract.
- c. If the Designer performed any services for the Client prior to the operative date of the Design Contract, those services shall be incorporated in the Services and are governed by the terms of the Design Contract.

### TIME FOR PERFORMANCE OF SERVICES

- a. The Designer will use commercially reasonable endeavors to perform the Services within the time(s) specified in the Interior Design Agreement (if any).....days.
- b. If no time(s) for performance are specified in the Interior Design Agreement, the Designer will perform the Services within a reasonable time.

### RISK AND TITLE

- a. Risk of damage to any Goods under the Design Contract passes to the Client upon order of those Goods.
- b. If any Goods are withheld by the Designer pursuant to clause 2g above, risk in the Goods passes to the Client when the Client would have been able to take delivery of the Goods had the Designer not withheld the Goods.
- c. Title to the Services passes to the Client upon payment for those Services.

### CLIENT RESPONSIBILITIES AND ACKNOWLEDGEMENT

- a. Without limiting the provisions of the Scope of Services, the Client's responsibilities and obligations under the Design Contract include:
  - i. providing materials and written approvals and/or instructions in accordance with the Design Contract;
  - ii. coordination of any decision making with parties other than the Designer;
  - iii. provision of the builder's working drawings, and schedule of works in a form suitable for use by the Designer; and
  - iv. providing information from third parties required for the Designer to perform the Services.
- b. The Client acknowledges and agrees that:
  - i. it shall be responsible for performing all its obligations under the Design Contract in a reasonable and timely manner and that the Designer's ability to perform the Services in accordance with the Design Contract is contingent upon the Client's prompt performance of its obligations under the Design Contract; and
  - ii. any delays in the Client's performance of its obligations, or variations to the Services caused by the Client, may delay performance of the Services and that any such delay caused by the Client shall not constitute a breach of any of the Designer's obligations under the Design Contract.
- c. **Timely project completion depends on**
  - i. Basic needs like night stay permission at working site for the workers, toilet use permission, Permission letter from building authority, rules and guidelines to follow for workers, provided by client. No interruption in regular power supply, external hazard or interruption in daily work, late payment or stop payment ,Basic needs for worker like water supply or washroom use are prohibited any natural calamities or national orders , political bindings. Can cause the project delay.

Date:

Customer full signature

Place:

## REVIEW AND APPROVAL OF DOCUMENTS BY THE CLIENT

- a. The Client must, promptly (and in any event, within any time identified in the Design Contract for such review), review any Document(s) provided by the Designer and:
- i. if the Document(s) comply with the requirements of the Design Contract, approve the Document(s); or
  - ii. if the Document(s) do not comply with the Design Contract, reject the Document(s) and provide details of the non-compliance.
- b. If the Client fails to respond to the Designer within the latter of 15 days of receipt of the Document(s) and any time specified in the Design Contract for its review, then the Document(s) are deemed to be approved and accepted by the Client.
- c. If the Document(s) are rejected by the Client under clause 6aii above:
- i. the Designer shall be entitled to request written clarification of any concern, objection or correction, which must be promptly confirmed by the Client; and
  - ii. subject to receipt of confirmation by the Client as applicable under clause 6cii above, amend the Document(s) as required to ensure compliance with the Design Contract and resubmit to the Client, in which case clause 6a will reapply in respect of the amended Document(s).
- d. Notwithstanding that a Document complies with the requirements of the Design Contract, the Designer may agree with the Client to amend the Document in which case clause 9 will apply.

## INTELLECTUAL PROPERTY RIGHTS

- a. The Client acknowledges that the Designer remains the owner of all Designer's Background IP.
- b. The Designer acknowledges that the Client remains the owner of all Client's Background IP.
- c. The Client acknowledges and agrees that all Developed IP is vested in the Designer and is the Designer's property as and when created, and the Client hereby assigns all rights, title and interest in and to the Developed IP to the Designer.
- d. The Designer grants to the Client a non-exclusive, non-transferable (except to third parties for the purposes of the Project), revocable licence to use the Designer's Background IP and Developed IP for the sole purpose of the Project.
- e. The Client must not disclose, reproduce or otherwise deal with the Developed IP or Designer's Background IP, or allow any other person to do the same, for any purpose other than the Project.
- f. Any modifications, improvements or alterations by the Designer to the Client's Background IP are owned by and vest in the Designer, irrespective of whether the Client has or has not consented to the modifications, improvements or alterations.
- g. The Client warrants that, unless otherwise provided in the Design Contract, the Client's requirements, design, materials, documents and methods of working, each specified in the Design Contract or provided or directed by the Client, shall not infringe any Intellectual Property Right.
- h. The Designer warrants that any other documents and methods of working, each provided by the Designer, shall not infringe any Intellectual Property Right.
- i. Each party shall indemnify the other against such respective infringements.

## CONFIDENTIALITY

Each party shall keep all Confidential Information confidential, and shall not without the prior written consent of the other party:

- a. make available, communicate or disclose the confidential information or any part of it to any person, firm or company other than those of its Personnel requiring the confidential information for the purpose of the Design Contract or for the purpose of complying with applicable laws; or
- b. use or allow its personnel to use any confidential information for any purpose other than in relation to the provision of obligations under the Design Contract.

## VARIATIONS

- a. The Client may vary the Services to be performed by the Designer by giving written notice to the Designer.
- b. The Designer will vary the Services as instructed by the Client to the extent it is reasonable and possible to do so.
- c. The Designer shall be entitled to an increase in the Fee for additional works arising from a variation to the Services not caused by the Designer, calculated in accordance with Schedule 2 of the Interior Design Agreement.
- d. The Designer is entitled to an extension to any time(s) specified in the Design Contract for performance of the Services which is required by reason of a variation not caused by the Designer. The appropriate extension to be given is to be determined by the Designer (acting reasonably).

Date:

Customer full signature

Place:

## LIABILITY AND CONSEQUENTIAL LOSS

a. To the extent permitted by law, the liability of the Designer to the Client arising out of or in connection with the Design Contract is, to the extent permitted by law, limited in the aggregate to the amount of the Fee payable under the Design Contract.

b. Notwithstanding any other provision of the Design Contract, the Designer will not be liable to the Client for any loss of revenue, loss of profit or anticipated profit, loss of production, loss of use of any plant or facility, business interruption of any nature, loss of business opportunity, loss of business reputation, loss of contract, value of shares, wasted overheads, payment of liquidated sums, penalties or damages under any agreement or any other indirect, remote, consequential, punitive, exemplary or special loss or damage, but does not include damage or losses arising from claims by third parties in respect of property damage, personal injury, nervous shock or death.

## DEFAULT AND TERMINATION

a. The Design Contract shall commence upon receipt by the Designer of a copy of the Design Contract signed by the Client and shall remain on foot until the completion of the Services or earlier termination of the Design Contract.

b. Either party may immediately terminate the Design Contract by written notice to the other if a party:

i. becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or

ii. is in default of any of its material responsibilities or obligations under this Design Contract, and such default is not remedied within ten (10) days of receipt of written notice from the other party requiring it to do so.

c. If the Design Contract is terminated for any reason, the Designer shall be entitled to payment of:

i. that part of the Fee for Services performed up to and including the through the date of termination; and

ii. the cost of any Goods ordered prior to termination which cannot be cancelled.

## INDEPENDENT CONTRACTOR AND SUBCONTRACTING

a. The parties acknowledge and agree that the Designer is an independent contractor, not an employee of the Client or any company affiliated with the Client and their contract with a builder. The Designer shall provide the Services under the general direction of the Client, but the Designer shall determine, in the Designer's sole discretion, the manner and means by which the Services are to be performed.

b. The Design Contract does not create a partnership or joint venture and neither party is authorized to act as an agent or bind the other party except as expressly stated in the Design Contract.

c. The Designer shall be permitted to engage and/or use a third party designer or other service provider as independent contractors in connection with the Services. Notwithstanding the above, Designer shall remain fully responsible for such design agents' compliance with the various terms and conditions of the Design Contract.

## GOODS

a. To the maximum extent permitted by law, the Designer gives no warranties whatsoever in relation to any Goods.

b. The parties acknowledge and agree that the Designer may by agreement purchase Goods on behalf of the Client for the purposes of the Services. In the event the Designer does so:

i. the Client must pay the full amount of the Goods upfront prior to the Designer ordering the Goods; and

ii. the Designer accepts no liability in respect of those Goods (including for payment of cancellation fees in the event that the order is cancelled upon request of the Client) other than as expressly provided in the Design Contract.

## GENERAL

### a. Waiver

i. A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

ii. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.

iii. A waiver by a party is not effective unless it is in writing, signed by that party.

iv. The waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

b. **Amendment** – no amendment or variation of the Design Contract is valid or binding on the Designer, unless made in writing and signed by the Client and the Designer.

c. **Notices** – All notices to be given hereunder shall be transmitted in writing either by registered mail or electronic mail with return confirmation of receipt and shall be sent to the addresses identified in the Design Agreement, unless notification of change of address is given in writing. Notice shall be effective upon receipt.

d. **No Assignment** – Neither party may assign, wither in writing or orally, or encumber its rights or obligations under the Design Contract or permit the same to be transferred, assigned or encumbered by operation of law or otherwise, without the prior written consent of the other party.

e. **Force Majeure** – the Designer shall not be deemed in breach of the Design Contract if the Designer is unable to complete the Services or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, death, illness or incapacity of the Designer or any local, state, federal, national or international law, governmental order or regulation or event.

Date:

Place:

Customer full signature

## DEFINITIONS

In these Terms and Conditions:

**Business Days** means a day except Saturdays, Sundays and public holidays in India and the state of service.

**Client** means the party named as such in the Interior Design Agreement.

**Client's Background IP** means the Client's Intellectual Property Rights that are in existence at the date of the Design Contract or come into existence after the date of the Design Contract, otherwise than in connection with the Design Contract.

**Designer** means the party named as such in the Interior Design Agreement.

**Designer's Background IP** means the Designer's Intellectual Property Rights that are in existence at the date of the Design Contract or come into existence after the date of the Design Contract, otherwise than in connection with the Design Contract.

**Developed IP** means all Intellectual Property Rights (present or future) created, discovered or coming into existence in connection with the Design Contract including all Intellectual Property Rights developed by the Designer in performing the Services but excluding any modifications, improvements or alterations to the Designer's Background IP developed by the Designer in performing the Services.

**Documents** means any design documents to be supplied by the Designer as part of the Services.

**Fee** means the remuneration payable by the Client to the Designer as outlined in Schedule 2 of the Interior Design Agreement and as adjusted from time to time in accordance with the Design Contract.

**Goods** means any goods specified in the Documents or the Interior Design Agreement, including those to be supplied as part of the Services, but excludes the Documents.

**Intellectual Property Rights** means all industrial and intellectual property rights whether protectable by statute, at common law or in equity, including all copyright and other similar rights that may subsist or may hereafter subsist in works or any subject matter, rights in relation to inventions (including all patents and patent applications), trade secrets and know-how, rights in relation to designs (whether or not registrable), rights in relation to registered or unregistered trademarks, circuit layout designs and rights in relation to circuit layouts.

**Interior Design Agreement** means the written agreement between the Client and the Designer for performance of the Services.

**Services means:**

(a) the work, services and activities to be performed by the Designer stated in the Scope of Services (including, to the extent applicable, supply of the Goods); and

(b) all other work, services and activities that the Designer may be required to perform under the Design Agreement

## SCHEDULE 1 – APPROVED DISBURSEMENTS

- **Incidental and out of pocket expenses including but not limited to costs for telephone calls, postage, shipping, couriers, parking fees, transport, accommodation**
- **Cancellation of meetings without 48 hours notice prior to the meeting commencement**
- **Cancellation of 3 meetings**
- **Cost of product samples**

## PAYMENT POLICY

Interior Stories offers multiple payment gateways to make your interior purchase completely hassle-free. Prices may be modified at any time. Applicable prices shall be the ones published on the Site at the date of placing of an order by customer. All prices indicated for products available are exclusive of applicable taxes and are expressed in local currency. For customer's security, customer's billing name should match that of the credit card / debit card used for payment. Interior Stories reserves the right to cancel any order that does not match these criteria. All credit card holders/debit card holders are subject to validation checks and authorization by the credit card issuer/ debit card issuer, including via a one-time password. If the issuer of customer's payment card refuses or does not, for any reason, authorize payment to Interior Stories, whether in advance or subsequent to a payment, Interior Stories will not be liable for any delay or non-delivery.

### Online payments

Every Bill of Quantity ("**BoQ**") shared with you will include our bank account details. The Customers are requested to complete all payments to the Company via bank transfer to the bank account details shared in the BoQ.

If you prefer a bank/wire transfer, contact your designer for payment details.

### Offline payments

If you wish to make your payments offline, you can write a cheque/demand draft to Home Platform Limited Company. Please get in touch with your Interior Stories team to opt for this option.

Date:

Place:

Customer full signature

## ONLINE TRANSACTION

By providing payment card information, you represent that you are legally authorized to provide such information, authorize payments and such actions do not violate any terms and conditions or applicable law that you may be subject to. Interior Stories shall use the payment card information as described in its Privacy & Cookies Policy. You may add, delete, and edit the payment card account information you have provided from time to time through the Interior Stories website or mobile application.

## TRANSACTION FAILURE

In the event of a failed transaction, please contact your bank immediately. Interior Stories shall not be liable for any payments that do not complete because of insufficient funds, incorrect and/or expired payment details and circumstances beyond our control that are likely to prevent the completion of a transaction.

After an order has been submitted, the customer will shortly receive an email confirming receipt of the order. In accordance with the provisions of Applicable Laws, the email confirming receipt of the order contains a summary of the Terms and Conditions, information on the essential characteristics of the purchased products, a detailed indication of the price and means of payment, information on delivery charges, information on the conditions and methods of return, the address to which complaints may be addressed, information on support services and on existing commercial warranties.

If an order confirmation does not arrive within 24 hours after submission, customer may contact us at 7890393308/ [info@rabdinteriorstories.com](mailto:info@rabdinteriorstories.com)

Please note: Multiple transactions may result in multiple postings to the cardholder's monthly statement.

### **Payment in % (including applicable taxes) - Due at the time of**

- 1)10% of the estimated BoQ value - Booking stage
- 2)55% of the order value - Order(s) placement
- 3)30% of the order value – To start execution
- 4)5% of the order value - After initial delivery of the order(s)

### **Payment Terms for a Interior Stories Project**

(1) Booking Interior Stories: You can book your interior project with Interior Stories by paying a booking fee which is charged at 10% of the estimated order value. The booking fee is adjusted against future orders. If the scope of your project increases significantly, you may be required to pay 10% for the new scope before the design can begin.

(2) All credit card holders/debit card holders are subject to validation checks and authorization by the credit card issuer/ debit card issuer, including via a one-time password. If the issuer of customer's payment card refuses or does not, for any reason, authorize payment to us, whether in advance or subsequent to a payment, we will not be liable for any delay or non-delivery.

## TERMS AND CONDITIONS

- Delays in making a payment at any stage can cause a delay in the project completion. Interior Stories is not liable for any such delay.
- In case of project cancellation, we are unable to refund any money as cash or Interior Stories store credits.
- Interior Stories reserves the right to revise the applicable payment terms from time to time in its sole discretion provided, however, that such revision shall not apply retrospectively.
- All charges payable for products or services availed through Interior Stories's platform or services will be subject to prevailing statutory taxes (e.g. Goods and Services Tax, Value Added Tax, etc) as may be in force or introduced at any time.
- All payments by users in respect of products or services availed through Interior Stories's platform or services shall be paid without set-off or counterclaim and free and clear of and without deduction or withholding for or on account of any taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature, imposed by any governmental authorities, and all interest, penalties or similar liabilities with respect thereto.
- Payees shall be responsible for their own bank charges or fees, including but not limited to remittance fees and credit card fees, in connection with their payments.

Date:

Place:

Customer full signature

## RETURN, EXCHANGE AND REFUND POLICY

We understand that sometimes things simply don't work out. At the time of delivery, if you receive a damaged or defective product and/or damaged product in shipping, Interior Stories shall contact the third-party service provider and the third-party service provider may at its sole discretion may give you the following options for returning the product:

- Project Booking amount is completely nonrefundable after 3 business days of booking.
- In case of Any customized /outstation manufactured/ unique/ fragile and delicate items will not entertain for return or exchange in any condition once after getting confirmation from client and payment done from company end to the manufacturer/dealer/distributor.
- The Rectification/Replacement request must be made within 2business days after client send the final confirmation.
- Exchange with another product, wherein
- If the new product exceeds the order value of the returned product, you will be required to pay the extra amount.
- Refund at 10% payments will be acknowledged only within 10 subsequent days from the date of booking and payment.
- If the order value of the new product is less than that of the returned product, we will refund the extra amount or provide store credit, as applicable.
- Refunds will be generated to customers based on the gross amount paid by you after we have absorbed the bank charges incurred. This charge will be communicated by you through invoice, email or SMS.

### DO'S

- Please read our customer policies (including Terms of Use, Interior Stories Quality Promise, Cancellation Policy, Return, Exchange & Refunds Policy and Privacy & Cookies Policy) before you book your project with us and pay the booking amount.
- Please be clear and explicit about all your requirements, including any specific requirements, restrictions, deadlines, etc at the initial stages of discussion with our design partners or personnel.
- Please read, verify and confirm the Bill of Quantity ("**BoQ**") that will be sent to you before the final order is placed. We will not be able to make any changes to the BoQ once the order is finalized and a sales order is placed.
- Treat our professionals with respect. If you have any concerns regarding their behavior or attitude, please let us know and we will aim to resolve it quickly at our end.
- If any additional work/services are required to be done, please contact the community manager in charge directly and do not give such instructions to anyone else.
- In case you are unhappy with the product or our services, we are happy to address your concerns through our customer care executives. You could also contact the community manager in charge and we shall try our best to redress your concerns, subject to our policies. Please refer to our Escalation System for more details.
- Please ensure that all the products you purchased from us are maintained in accordance with the Care Instructions. In case of any query, feel free to contact our customer care executives

### DON'TS

- The design outline (2D and 3D) and/or BoQ in relation to your project has exclusively been prepared for you. You shall not share such design outline and/or BoQ to any third party without the prior written consent from our authorized personnel.
- Do not threaten or intimidate the professionals if there are any issues with the products or services. Reach out to our customer care executives who are always happy to help. Please refer to our Escalation System for more details.
- We have zero tolerance towards any form of sexual harassment or discrimination. If any such harassment or discrimination is reported by our professionals, it shall be investigated and appropriate actions shall be taken in accordance with our policies, including, policy on prevention of sexual harassment.

Date:

Place:

Customer full signature

- At Interior Stories, we respect everyone's privacy and we hope that you would too. Please do not take photographs/videos/audio recording of our professionals at any time, including without limitation, the time of site visit, meetings, delivery or installation. If you wish to take photos or videos of the installation process, please check with our professionals. Failure to obtain the consent of our professionals prior to taking such photograph, videos or audio recording shall be construed as violation of their right to privacy and a violation of our policies and appropriate legal actions shall be initiated against you.
- Interior Stories has a very strict anti-bribery policy and we request you not to pay our professionals for any special/ speedier services. If any of our professionals makes such a request, please report it immediately to our customer service or to your community manager so that appropriate actions may be taken.
- Please do not leave any valuable items at home when our team takes over your house to carry out the installations. While we shall take reasonable care of your property during the installation period, we are not liable for any loss of valuable items left unattended at your home.

Date:

Customer full signature

Place:

I/We have read carefully all the above-mentioned statements very carefully and I/We are completely agreed with All the terms and conditions clearly mentioned above. I/We are accepting all the above and signing the copy in my/our Full consciousness and without any external influence or pressure from anyone.

Date:

Customer full signature

Place:

Witness 1.

Name:

Address:

Contact :

Date:

Full Signature

Witness 2.

Name:

Address:

Contact :

Date:

Full Signature