



FRASER & FRASER

These Terms and Conditions form the contractual framework for the relationship between Fraser & Fraser Design Ltd and the Client

- 1.** E-Design is a consultation service only. All recommendations are regarded as suggestions to improve the look of your space and not intended for construction purposes. The design scheme is provided “as is” without expressed or implied warranty of any kind.
- 2.** Client agrees to provide full information regarding the Client’s requirements for the Project at initial briefing.
- 3.1** Estimates of fixed costs prepared by Fraser & Fraser Design Ltd represent Fraser & Fraser Design Ltd’s best judgment as professionals familiar with the industry. Fraser & Fraser Design Ltd does not have control over manufacturers, labourers, delivery, or showroom costs and accordingly cannot and does not warrant or represent that prices will not vary from the prepared estimates.
- 3.2** Fraser & Fraser Design Ltd’s total liability for any cause of action related to this Agreement shall be exclusively limited to and shall not exceed the fees received by Fraser & Fraser Design Ltd for the performance of Services under this Agreement. The foregoing right to monetary damages shall be in lieu of all other remedies which Client may have against Fraser & Fraser Design Ltd
- 3.3** Client agrees to indemnify, defend and hold Fraser & Fraser Design Ltd harmless to the fullest extent permitted by law from and against any third-party claims, losses, liabilities, damages, costs and expenses relating to or arising out of the negligence, failure and / or acts or omissions on the part of Client or any architect, vendor, supplier, contractor or agent hired or retained by Client.
- 4.** Client agrees to correspond through online communication with the exception of agreed upon phone call/s as per package details.
- 5.** Fraser & Fraser Design Ltd does not incur any responsibility for quality or construction of purchased or fabricated items, nor any responsibility for delivery times or lead times for fabrication, installation, or safety precautions in connection with the Project or for the acts or omissions of the contractor or any subcontractor, supplier, vendor, store, or other person performing the work or providing product on the Project; (including any recommended by Fraser & Fraser Design Ltd), or for any failure of them to meet any schedules or completion dates as any of them are independently-owned + operated separately from Fraser & Fraser Design Ltd
- 6.** Client to verify the fit of each recommendation and verify item (s) can deliver into room through lifts, doors, passage clearances, etc. + within the space (pipes, base trim, window heights, etc.). Client + contractor are responsible for review + verification of dimensions or quantities. Fraser & Fraser Design has no control over market conditions, availability of labour, contractor or fabricator’s method of pricing or construction.
- 7.1** Client acknowledges that Fraser & Fraser Design Ltd’s design boards and proposed specifications, including the design scheme, may include written materials or documentation that describe, support, or engender concepts, ideas, instructions, samples, related materials or documentation, photographs, drawings, schematics and copies of the foregoing, all of which may be subject to copyright, patent, trademark, right(s) of publicity +/- or attribution rights (collectively, “Intellectual Rights”).
- 7.2** Fraser & Fraser Design Ltd hereby reserves all right, title and interest in + to such Intellectual Rights, whether registered or registerable, patented or patentable. Client agrees to not challenge the validity or enforceability of Fraser & Fraser Design Ltd’s Intellectual Rights. Proposals and the Design Concept are proprietary and exclusive to Fraser & Fraser Design Ltd, Client shall not copy, distribute, or make Proposals available to any third party without Fraser & Fraser Design Ltd’s express written permission.
- 7.3** Under no circumstances shall Client alter or remove, efface or obscure any trademarks, labels or other proprietary notices, except with Fraser & Fraser Design Ltd’s express written permission.
- 7.4** Client shall have the unlimited right to the quiet use and enjoyment of the results and proceeds of the Design Concept in the Project and any Intellectual Rights embodied therein upon completion of the Project by Fraser & Fraser Design Ltd
- 7.5** Fraser & Fraser Design Ltd’s drawings are conceptual in nature and are intended to set forth design intent, they are not to be used for architectural or engineering purposes. Services do not include modifications to structural, heating, air-conditioning, plumbing, electrical, ventilation or other mechanical systems in the Project.

- 7.6** Certain content, products and services available via our Service may include materials from third-parties. Third-party links may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy + we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party’s policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.
- 7.7** There may, on occasion, be products that we recommend where we may earn compensation through affiliate links, at no extra cost to you.
- 8** Client agrees to allow Fraser & Fraser Design Ltd to photograph the Project during all stages of development, including after project completion and use the photographs or any part thereof in connection with any marketing, promotional and or advertising campaigns of Fraser & Fraser Design Ltd Photographs will be used for business purposes and will not disclose Client’s name or address without prior consent.
- 9.1** Fraser & Fraser Design Ltd will perform the services in good faith but cannot be responsible for the performance, quality, or timely completion of work by any third parties. Fraser & Fraser Design Ltd shall not be responsible for any changes to the Project that the Client or Contractor(s), as applicable, make without informing Fraser & Fraser Design Ltd.
- 9.2** Fraser & Fraser Design Ltd shall not be responsible for ensuring that any contractor or architect is duly-licensed, nor liable for any act or omission of any third-party or manufacturer, including mistakes, delays, or incomplete orders.
- 9.3** Fraser & Fraser Design Ltd shall have no liability for the design of structural, electrical, plumbing, heating or other mechanical systems that exist or might be needed. Fraser & Fraser Design Ltd shall not be responsible for any act or omission of any third-party, including but not limited to schedules or failure to install the work in accordance with the contract documents. Fraser & Fraser Design Ltd shall not be liable for any damage to the Premises, Client’s property, or its personal belongings due to the act or omission of hired labourers, contractors, carpenters, plumbers, electricians, installers or other tradespeople.
- 10.** Client is responsible for necessary permits and approvals from building control for proposed designs and construction. Client is also responsible for providing a place to receive, unpack and store products prior to installation and for providing approvals expeditiously.
- 11.** Fraser & Fraser Design Ltd cannot be held responsible for arranging repairs, replacement or shipping claims for purchases made in conjunction with recommendations for Project.
- 12.** By paying Fraser & Fraser Design Ltd, you agree to these terms and conditions

#### TIMING:

- 1.** Full payment must be received before Fraser & Fraser Design Ltd begins e-Design work.
- 2.** Client to provide all details of the space (i.e. measurements, photos, inspiration images, as necessary). Fraser & Fraser Design Ltd is not responsible for inaccurate site measurements or site information.
- 3.** Following Client’s completion of the “Design Questionnaire”, if there are any outstanding questions regarding the space, Client agrees to provide Fraser & Fraser Design Ltd with these answers within 7 days of request
- 4.** Fraser & Fraser Design Ltd to provide Scaled Floor Plan and Design Board(s) within agreed timescale
- 5.** Client will respond with comments within 1 week of receiving Floor Plan + Design Boards
- 6.** Fraser & Fraser Design Ltd will respond with the Final Design Board + Product List within 1 week of receiving initial Client comments.
- 7** E-Design package expires within 60 days of payment being made by client. No full or partial refunds will be given for delays on the part of Client for above steps