



TERMS & CONDITIONS OF INTERIOR DESIGN SERVICE

These conditions shall apply to the Contract for the supply of goods and/or services by the supplier – “Genesis Red Earth Ltd T/a Red Earth”, to the person to whom they are supplied _____ (Name) of _____ (Address), to the exclusion of all other terms and conditions including any terms and conditions which the Client may purport to apply under any purchase order confirmation or order of similar document.

1. In performing professional services, Genesis Red Earth Ltd. shall exercise reasonable care and competence and shall carry out its duties in a professional manner. It is the customer’s responsibility to ensure that there is sufficient and safe access for items selected and for Red Earth staff to the designated area and that there is sufficient access for our delivery lorry to reach the delivery address.
2. We charge an initial call out fee of €150 for the Dublin and Greater Dublin area. This €150 can be redeemed when a spend of €2,000 on Mindy Brownes Products is reached. Quotes for other area around Ireland will need to be requested from our Interior Designer. Additional call out fees may be charged depending on location, this will be agreed with the Interior Designer at the time of contract and order.
3. Payment Terms:
 - a. A minimum deposit of 50% is required on acceptance of design scheme, this is subject to change depending on scale of custom products on order but will be advised to you in advance of design scheme acceptance.
 - b. An additional instalment of 40% is required on completion of customised and bespoke products and prior to delivery.
 - c. Balance instalment of 10% is required on completion of scheme in designated area.
4. The Client will supply all necessary information and give all necessary approvals/decisions to the Interior Designer for the proper and timely execution of the Project. If instructions are not forth-coming the Interior Designer cannot be held responsible for ensuing delays.
5. The Client will appoint and reimburse for the services of any other consultant or craftsman as requested by the client. The Interior Designer will not be responsible in any way for the competence and performance of their services. In certain circumstances where Red Earth employs a specialist or craftsman direct, the Interior Designer will be responsible for the proper execution of their work.
6. No right or licence is granted under the Contract to the Client under any patent, trademark, copyright, registered design or other intellectual property right except the right to use the goods supplied. In particular the copyright of the Interior Designer in designs supplied remains with the Interior Designer.
7. The Interior Designer shall not be liable for any loss or damage whatsoever arising from termination of appointment. Any such notice shall be given by either the Client or the Interior Designer in writing.
8. Times and dates quoted for delivery of goods or materials or completion of any work are to be treated as an approximate estimate based on current trading conditions and the Interior Designer shall not be held responsible for delays outside its control. The lead time quoted is approximate only and given in good faith. Although Genesis Red Earth Limited will endeavour to keep to this time frame, if goods are delayed for any reason we cannot accept liability for consequential losses as a result.
9. The Interior Designer will not be held responsible for client’s goods left at the premises of the Interior Designer or his suppliers for whatever reason. Clients are responsible for the insurance of their own goods with their own insurance company.
10. Special custom made items cannot be cancelled once manufacturing has commenced. Payment for all such items is required in full. Standard items might be subject to a cancellation charge from the manufacturer or supplier if cancelled.
11. “Risk & Title”- the risk to the goods shall pass to the buyer upon delivery of the goods to your entrance door at the agreed address. The title of the goods shall not pass from Genesis Red Earth Limited until the price of the goods and services ordered by the customer from Genesis Red Earth Limited is paid in full. Goods may not be rejected for any reason other than that they are defective.
12. Variances in wood, marble and leather etc, are to be expected as no two pieces of furniture, cut from unique materials, can be identical to those that are on display.
13. If you chose to relocate your furniture to any private storage facility directly from the Genesis Red Earth Limited warehouse, Genesis Red Earth Limited will deliver your furniture to this location, However, on the arrival of your furniture to the elected facility, no further liability or relocation obligation in respect of your furniture rests with Genesis Red Earth Limited.
14. A delivery charge may have been included in your order, any such charges will have been discussed and agreed with you. Full details of our delivery charges are available on request.
15. We recommend the use of felt pads, to be put on all furniture legs, and to take extra care when moving furniture around the room to avoid unnecessary damage to wooden or tiled floors.
16. Each delivery of goods must be inspected by the customer or nominated representative to confirm receipt of goods. Any complaints in relation to goods having suffered accidental damage prior to delivery must be notified to Genesis Red Earth Limited within 4 days.
17. In order to complete and deliver your interior design project, we (Genesis Red Earth Limited) may need to share your contact details with our suppliers appointed delivery team and technicians. You hereby agree and consent to the provision of such details (without further contact with you) to the delivery team and technicians for this purpose.
18. In the event that you notify us of an issue and/ or defect with your furniture order post- delivery, we (Genesis Red Earth Limited) may need to share your contact and delivery details with our/our suppliers appointed technicians in order for the technicians to assess, inspect, repair, remove or replace such product. You hereby agree and consent to the provision of such details (without further contact with you) to the technicians for this purpose.
19. In the event that a product defect or health and safety concern is notified to us (Genesis Red Earth Limited) in relation to the product which you have ordered/purchased, you will be notified by us all as soon as is reasonable practicable. In such circumstances, you hereby agree and consent to the provision of your contact details (without further contact with you) to the product supplier and/or other necessary/ relevant third parties, strictly for the purposes of assessing, inspecting, repairing, removing or replacing such product on order to prevent injury or other damages to your health and/or prevent serious loss or damage to your property.
20. Your contact details will not be provided by us (Genesis Red Earth Limited) to the product supplier and/or other necessary relevant third parties for any other purpose (other than those expressly set out in this agreement) without your prior agreement.
21. Genesis Red Earth Limited will comply with its data controller’s obligations in respect of contact details provided and the lawful processing thereof, having regard to the obligations imposed by the Data Protection Act 1998 and 2003.
22. These terms and conditions do not affect your statutory rights under the Sale of Goods and Supply of Services Act 1980.
23. These terms and conditions shall be governed by and construed in accordance with the laws of the Republic of Ireland.

Please sign to indicate your acceptance of the above terms and conditions.

Customer Signature: _____ Interior Designer’s Signature: _____

Customer Name: _____

Customer Address: _____

Date: _____