

Terms and Conditions

These Terms and Conditions apply to all Services provided by us, HIDDEN NOOK INTERIORS, LLC, a company registered in Michigan under number 803280394, whose registered address is PO Box 333, Petoskey, Michigan 49770 (referred to as “we/us/our”).

1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following terms have the following meanings:
“Consumer” is as defined in the MICHIGAN CONSUMER PROTECTION ACT Act 331 of 1976;
“Contract” means the contract formed between you and us, as detailed in clause 2;
“Client/You/Your” means you, the Consumer, firm or corporate body purchasing the Services;
“Proposal” means our estimate for providing the interior design Services, which unless otherwise stated, remains open for acceptance for a period of 30 days and constitutes our entire scope of works. This may be by way of a formal fee proposal or an email confirmation;
“Services” means the interior design services to be provided by us to you as detailed in our Proposal; and
“Website” means www.hiddennookinteriors.com
- 1.2 Each reference in these Terms and Conditions to:
 - 1.2.1 “writing” and “written” includes emails;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions as may be amended or supplemented at the relevant time;
 - 1.2.4 a clause is a reference to a clause of these Terms and Conditions; and
 - 1.2.5 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.
- 1.3 The headings used in these Terms and Conditions are for convenience only and will have no effect on their interpretation.
- 1.4 Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other gender. References to persons shall include corporations.

2. How the Contract is Formed

- 2.1 These Terms and Conditions govern the sale of Services provided by us and will form the basis of the Contract between you and us.
- 2.2 Following our initial consultation, we will provide you with a Proposal for the Services you have requested. This will be based on the brief given by you at this initial consultation (or received in our welcome questionnaire). All details of the project or any relevant information must be given to us fully and to the best of your knowledge. A legally binding Contract between you and us will be created when you accept our Proposal. Before accepting our Proposal, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask us for clarification. No terms or conditions issued or referred to by you in any form will in any way vary or add to these Terms and Conditions unless we agree otherwise in writing.
- 2.3 Any Proposal we may send is based on the information provided to us at the time we prepare it. If any errors or discrepancies become evident which affect our price, we reserve the right to make adjustments to it.

3. E-Design Services

- 3.1 E-Design services are an online decorating consultation service only. All recommendations are regarded as suggestions to improve the aesthetic of your space and are not intended for construction services. We only provide advice and e-designs; we do not offer construction work or permit submissions.
- 3.2 If you require any additional services after accepting our Proposal, we will provide you with a further Proposal that includes the updated packages, which must be accepted by you in writing before we will proceed.
- 3.3 You are responsible for confirming the accuracy and completeness

of any information that is provided.

- 3.4 Floor plan measurements and details are for illustration purposes only, and as such, the floor plan or any related materials that illustrate the arrangement or placement of recommended items is intended to be used solely as a rough sketch in order to demonstrate the suggested placement or arrangement of recommended items.
- 3.5 All objects depicted in floor plans or any related materials that illustrate the arrangement or placement of recommended items will be chosen as an “approximate match” to represent those pieces that have been noted in the shopping lists. Colors, sizes and other details may not be exact.
- 3.6 You agree to correspond strictly through online communication using email and allocated, previously arranged calls in 15 minute blocks up to a maximum of 4 hours, unless otherwise agreed in writing. You agree to pay our hourly rate for unscheduled phone calls, and texts not previously agreed or above the 4 hours.
- 3.7 We will not be responsible for the means, methods or procedures of the construction, fabrication, delivery & installation, or safety precautions in connections with the e-design project.
- 3.8 Product sourcing is limited to certain countries.
- 3.9 In the event that you have a space that is a combination-use room (i.e. living room/dining room combination), payment will be for the number of spaces combined, unless otherwise agreed in writing.
- 3.10 For packages detailed and pricing, referred to the website or fee agreement. Only the Transformation E-design Package includes two design revisions. Additional revisions beyond those included are available at additional cost to be agreed upon in writing.
- 3.11 We may provide suggestions for products or other services to be provided as part of your project. You are under no obligation to accept these suggestions but if you decide to, you will need to ensure the relevant supplier is suitable for your needs. A separate contractual relationship will be created between you and the supplier, under separate terms and conditions. You will be responsible for making arrangements and paying the supplier directly and they will be liable to you directly for their actions or inactions.
- 3.12 We cannot guarantee the prices or long-term availability of merchandise listed in your product shopping list.
- 3.13 We may agree to coordinate the ordering of products for your design. We cannot be held responsible for arranging repairs, replacements, returns or freight claims for purchases made in conjunction with recommendations for your e-design project. We strive to select furniture and accessories and brands with good reputations; however, will not be held responsible for the quality of any furniture or accessory that we select or propose.
- 3.14 We shall have the right to document the project notes, boards and photos, which may be used for portfolio, blog, social media, public display and similar publicity purposes. Your first name and location may be used in connection with the documentation unless specified to the contrary. Your data will be held in accordance with our Privacy Policy. All documentation used on our behalf shall be paid by us. In addition, if you apply the tips and suggestions given and document these changes, we must be given credit as the consultant for the project if your documentation is released to the public.

4. Price and Payment

- 4.1 Our standard payment terms for projects over \$500 are as follows:
 - 4.1.1 50% of the quoted fee is payable as a deposit once our Proposal is accepted. We will be unable to commence the works until this deposit has been paid in full;
 - 4.1.2 The remaining quoted fee (if any) is payable on completion of the design and before any drawings and plans we have produced are sent to you or your chosen contractors to begin the works, where applicable.
- 4.2 We reserve the right to issue additional progress invoices and the final invoice at any time, if the Services are delayed through no fault of our own. We also reserve the right to request 100% of the quoted fee up front at our sole discretion and for projects under \$500 and will specify this in the Proposal.
- 4.3 The Services will be deemed complete, and the final invoice will be issued, once our design has been provided. We may include additional advice and support during working hours for a maximum

- of 1 week for the Rescue E-Design Package and up to 2 weeks for the Transformation E-Design Package after we have issued the final documents and if this is the case, we will set this out our Proposal. If you require further support, this will be chargeable at our standard hourly rate.
- 4.4 Unless otherwise agreed, our hourly rate is \$100.
- 4.5 All invoices are payable immediately or within 7 calendar days from the date of invoice, without set-off, withholding or deduction.
- 4.6 If you do not make payment to us by the due date, we will stop providing our Services and will charge you a monthly service charge equal to 1.5% of the outstanding balance that is past due. In no event will the service charge be greater than permitted by any applicable law. Interest will accrue on a monthly basis from the due date for payment until the actual date of payment of the overdue sum, both before or after judgment. This monthly service charge will be billed in 30-day intervals for which balance (fee plus service charge) remains unpaid. This will not apply if you have promptly contacted us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.
- 4.7 Should the works be delayed or postponed for a period of 6 months or more in any one stage, through no fault of our own, we reserve the right to review and amend our fees and will notify you of this.
- 4.8 All payments have to be made using our chosen payment gateway provider, such as PayPal. Payments will go through this payment gateway provider's website. No credit or debit card information is provided to us and completion of the transaction will be subject to you agreeing to the payment gateway provider's terms and conditions. A separate contractual relationship will be created between you and the payment gateway provider and we cannot be held responsible for their actions or lack of actions.
- 5. Cancellation Within the Cooling Off Period**
- 5.1 If you are a Consumer, you have a statutory right to a "cooling off" period within which you can cancel the Contract for any reason, including if you have changed your mind, and receive a refund.
- 5.2 In the case of Services, this period begins once the Contract between you and us is formed and ends at the end of 14 calendar days after that date. If you wish to cancel the Contract within the cooling off period, you should inform us immediately by post or email.
- 5.3 If you wish for our Services to start within the cooling off period, you must make an express request for us to do so. You acknowledge and agree that if you do so, you will lose your right to cancel if our Services are completed within the 14 day cooling off period. If we have begun providing our Services, you will be required to pay for the Services we have provided up to the point at which you inform us of your wish to cancel.
- 5.4 If you wish to exercise your right to cancel under this clause 6, you must inform us of your cancellation in writing either by mail or email.
- 5.5 To meet the cancellation deadline, it is sufficient for you to send your cancellation notice before the cancellation period has expired. If you do so, we will refund any sums paid to us under the Contract within 14 days, using the same method you used to make payment, unless you request otherwise.
- 6. Cancellation After the Cooling Off Period and for Business Clients**
- 6.1 After the expiry of the cooling off period set out in clause 6 or if you are not a Consumer, you are required to provide us with a minimum of 14 days' written notice if you wish to cancel the Contract. In the event of cancellation, we will invoice you for the Services provided up to the date of cancellation. Upon receipt of payment, we will hand over all works completed by us up to the date of cancellation in relation to the Contract.
- 6.2 Either Party may cancel the Contract immediately if the other:
- 6.2.1 has committed a material breach of this Contract, unless the breach is capable of remedy, in which case this right to terminate will be exercisable if the other Party has failed to remedy the breach within 14 days after a written notice to do so; or
- 6.2.2 goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.
- 6.3 Cancellation of the Contract for any reason will not affect the rights and liabilities of the Parties already accrued at that time and any

clauses that are stated to continue in force after termination will not be affected.

- 6.4 We will be working with the client's budget. On occasion, freight and delivery charges are not known until the end of the lead-time. Prices of furnishings and other products are subject to change. We cannot be held liable for additional or unforeseen costs.
- 6.5 Delays due to contractors/builders or site delays while we are undertaking a project management role cannot be claimed against us.

7. Variations and Amendments

- 7.1 If you wish to vary the Services to be provided or the brief changes from the Services stipulated in the Proposal, you must notify us in writing as soon as possible. We will use all reasonable efforts to make any required changes and will invoice you for any additional costs incurred as a result.
- 7.2 If, due to circumstances beyond our control, we have to make any change in the arrangements relating to the provision of the Services, we shall notify you immediately. We will endeavour to keep such changes to a minimum and shall seek to offer you arrangements as close to the original as is reasonably possible in the circumstances.
- 7.3 Any agreed variation or amendment will be carried out in accordance with these Terms and Conditions and any price increase necessitated as a result of an agreed variation or amendment shall be payable in accordance with the terms for payment herein.

8. Our Liability

- 8.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 8.2 If you are not a Consumer, we will not be responsible to you for any loss of profit, loss of business, interruption to business, loss of any business opportunity or for any other indirect or consequential loss. In the event of a breach by us of our express obligations under these Terms and Conditions, your remedies will be limited to damages, which in any event, will not exceed the fees paid by you for the Services.
- 8.3 We will use our own exclusive judgement when deciding upon artistic factors required for the provision of the Services. To the extent permissible by law, we will not accept liability, and no refunds will be offered, in the unlikely event that you are dissatisfied due to a matter of personal taste.
- 8.4 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 8.5 Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer, where applicable. For more details on your legal rights, please refer to the Federal Trade Commission's Bureau of Consumer Protection or your state's consumer protection agency.
- 8.6 We include for Public and Products Liability and Professional Indemnity Insurance. Details are available on request.
- 8.7 We may provide referrals or recommendations to other companies. Please be aware that we may receive commission payments from these companies. However, the decision regarding their suitability rests with you and we accept no liability for their actions or lack of actions.
- 8.8 We cannot be held responsible for issues or defects in our Services where we have relied on information provided by you or other companies instructed by you.

9. Intellectual Property Rights

- 9.1 We own (and retain) all intellectual property rights subsisting in any and all designs we create and all content on our Website.
- 9.2 Provided payment is made in accordance with the terms of payment above, we will grant you a non-exclusive licence to use the intellectual property the subject of the Contract, only for the purposes for which we are engaged by you. The licence will become effective once the final design is provided. You may not sub-licence these intellectual property rights without our prior written

- permission.
- 9.3 We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of our intellectual property rights.
- 9.4 Any licence granted shall be automatically revoked if you breach any of these terms and conditions or if the Contract is cancelled.
- 9.5 The licence will apply only to the final design and will not extend to any draft concepts, images, designs or other material viewed by you. These cannot be used without our express permission.
- 9.6 We will issue designs in our standard, non-editable format only. If you require CAD or other information which could be manipulated by others, please inform us in advance. We will only issue these at our sole discretion and subject to the acceptance of our Professional Indemnity insurers and this will be chargeable (typically at the remaining fee for the total project phase).
- 9.7 You warrant that any document given to us will not cause us to infringe the intellectual property or other legal rights of any third party.
- 9.8 We reserve the right to use any design created by us and take photographs of the property for our own promotional purposes. Please advise us when accepting our Proposal if you do not agree to this.

10. Events Outside of Our Control (Force Majeure): We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism or war, governmental action, epidemic or other natural disaster, or any other event that is beyond our control.

11. Complaints and Feedback

- 11.1 We always welcome feedback from our clients and, while we always use all reasonable endeavours to ensure that your experience as a client of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint.
- 11.2 If you wish to complain about any aspect of your dealings with us, please contact us in writing in the first instance. We will respond to your complaint within 14 days.

12. How We Use Your Personal Information: All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the applicable provisions of federal and state law.

13. Other Important Terms

- 13.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if we sell our business). If this occurs you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms will be transferred to the third party who will remain bound by them.
- 13.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.
- 13.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 13.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) will be deemed severed from the remainder of these Terms and Conditions and the remainder will be valid and enforceable.
- 13.5 No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

14. Governing Law and Jurisdiction

- 14.1 These Terms and Conditions (and the Contract), including any non-contractual matters and obligations arising from them or associated

with them, will be governed by, and construed in accordance with the laws of the State of Michigan.

- 14.2 Any dispute, controversy, proceedings or claim between us and you relating to these Terms and Conditions (or the Contract) (including any non-contractual matters and obligations arising from them or associated with them) will fall within the jurisdiction of the courts Emmet County, Michigan.