



OLALA INTERIORS

EST. 1993

TERMS OF ENGAGEMENT

Thank you for briefing DAMASQUE INTERIORS CC (REG. NO. 1994/016725/23) trading as OLALA INTERIORS. Below please find a brief summary of our services and our usual contract conditions which will govern our relationship going forward. By engaging our services, you will have agreed to these terms.

THE PROCESS:

Various projects have a different scope of works and OLALA INTERIORS has a broad offering to select from or to combine, allowing you to tailor our offered services to suit your requirements.

We offer 3 categories of service:

1. Shoppers' Assistance
2. Interior Decorating
3. Interior Design

Shoppers' Assistance:

This category is to assist you should you be someone who needs a couple of things to spice up your home or office, but do not really need a full décor or design service. We charge a once-off fee of R2 500 (within 30km radius of our shop). Included in this call-out fee is:

- a visit to your home or office by one of our designers;
- a consult with you on your premises,
- on-site advice;
- compilation of a shopping wish-list for you with product that we believe will enhance your home within 7 working days;
- a detailed line-item quotation for items that can be bought or custom manufactured to suit your space;
- No technical designs or specifications drawings will be included in this category
- Furniture, lay-out or technical designs will be billed out at an additional R 950-00 (excluding VAT) per hour.

You will be under no obligation to buy or purchase any of the items, and you can space your project over as many months as you require to complete your project or suite your budget.

Interior Decorating:

This is ideally suited for clients who have an existing space and who are aiming to uplift and improve the space, by predominantly changing "Softs", wall colours, wallpaper, occasional furniture and décor items.

Upon engagement, a fee of R 9,500-00 (Excl. Vat) is payable to OLALA INTERIORS. Against payment of this fee we will assist you with:

- Colour conceptualisations
- Selection of Fabrics, Furniture, Fixtures and Finishes
- Spatial planning and basic furniture lay-out

This would include:

- An initial Consultation.
- A post briefing site visit if within 30km Radius of Ballito.
- A “mood presentation” for your perusal and approval, illustrating what we understand the “look and feel” of your space/ residence will become.

Once you have accepted our mood presentation, we prepare a refined presentation, adding detail regarding the individual items of furniture, fabric, wallpaper and decorative lighting etc. Our hourly charge for additional 3D renders and/or furniture design during this stage is R 950/hr (excl. Vat.)

Once the designs and specifications have been accepted by you, a schedule will be submitted to you for Procurement & Manufacture. The schedule will reflect each item's cost, prior to ordering. Each item's costing will include our handling fee of 15%, charged on the **usual retail price** of all goods ordered during the procurement stage.

We will then call for a minimum of 70% order confirmation payment (depending on supplier deposit requirements) on the project value to enable us to action the manufacturing, ordering and procurement of the various items.

Should you wish to do your own sourcing, manufacture and installation at this stage, a 15% scheme design fee will be charged on our quotation (including VAT) or in respect of any portion thereof which you decide to source, manufacture or install directly.

Interior Design

This is usually required when you are building a new home, renovating an existing space, or planning an office, lodge or new structure.

We provide assistance from conception and the initial planning phase, through the entire design process, to completion. The Interior Design process is an intensive specialised service, with emphasis on technical drawing work and the overall finishes. It consists of various stages, each with its own deliverables:

Upon engagement, a fee of R 15,000-00 (Excl. Vat.) is payable to OLALA INTERIORS. This is for the initial “**Concept Design**” phase covering the following:

- An extensive Briefing/Consultation meeting, gathering as much information from you as required to clarify the overall design vernacular and basic space planning.
- From architectural drawings in dwg format, we shall draw up the Proposed Furniture Layout and review the following Plans:
 - Electrical Layout,
 - Lighting Layout and
 - Plumbing Layout

(Should the above layouts not be available in dwg format, an additional hourly fee of R 850/hr (excl. Vat.) will be charged for the time taken to draw them up).

This will be presented to you for perusal and review. Based on your feedback OLALA INTERIORS will implement any minor revisions.

All subsequent revisions will be charged separately as a variation order, at R 950(excl. Vat.) per hour's additional work.

Upon understanding and acceptance of the above proposed layouts and design, the "**Design Development**" phase can proceed, wherein we provide:

- Furniture; Electrical; Lighting; Plumbing; Tiling /Flooring Layouts.
- A "mood presentation", illustrating what we understand your desired aspirations of the appearance of your new home / space to be
- Detailed Room Floor Plans
- Key Elevations
- Additionally, a basic Render of the room of your choice shall be drawn up (this is a 3 dimensional image, coloured in version), giving you an initial taste what your actual home / office / lodge will look like. Should you desire to implement any major changes to the render, these shall be billed at an additional charge of R 850 / hr (excl. Vat.).
- Selections of individual fixtures - (Sanitary ware, lighting etc.), Furniture and Fabric to be captured in a Power Point Presentation and incorporated in the drawings
- We will also furnish a revised, detailed line item Budget.

Design and layout work done during this phase will similarly be billed out at R 125-00 per habitable square metre off plan, subject to a minimum fee of R 38,000-00 (excluding VAT) per project. Furniture design will be billed out at R 950-00 (excluding VAT) per hour.

Construction Documentation Phase

During this phase every designed aspect is detailed and dimensioned and the drawings required to construct all items, from each custom designed piece of furniture and cabinetry through to every selected finish are prepared.

A payment schedule will be drawn up in line with the above list of stages and their corresponding service deliverables.

This Design and Drawing process is intensive and time consuming and a quote will be submitted per individual job for your acceptance, at the hourly rate quoted above.

Should you wish to do your own sourcing, manufacture and installation at this stage, a 15% scheme design fee will be charged on our quotation (including VAT) or in respect of any portion thereof which you decide to source, manufacture or install directly.

Procurement:

This Service entails all orders being drawn up, placed and co-ordinated and ensures everything is arranged for installation. This is a particularly administrative process and will vary in extent, as to the type of design service required / selected.

A schedule will be submitted to you reflecting the cost of the items to be ordered, prior to ordering. The schedule will include our handling fee of 15% on the usual retail price of all goods ordered during the procurements stage.

We will call for a minimum of 70% order confirmation payment (depending on supplier deposit requirements) on the project value to start the manufacturing, ordering and procurement processing anticipation of installation and completion of the project.

Installations:

This is where the success of all projects is measured.

It is important to note that OLALA INTERIORS will not take over a site while the builders and sub-contractors are still on site, even if they are only snagging.

Hard experience has shown that high end furniture and décor items cannot be left exposed on site to tilers, plumbers, painters and the like without suffering damage. Consequently, it is agreed that from the moment that the site is handed over to OLALA INTERIORS the site will be closed to all external contractors, suppliers, clients themselves and all other persons who are not employees or representatives of OLALA INTERIORS. On the agreed date and time OLALA INTERIORS will hand back the site.

Should the Client insist that OLALA INTERIORS commence delivery and/or installation while builders or other contractors (electrical, plumbing, painting, cabinet makers, gas installers, etc.) are on site, the delivered and/or installed items will be delivered to or installed on site entirely at the client's own risk and OLALA INTERIORS will not under any circumstances be responsible for any damages to goods delivered or installed to the site. Should OLALA INTERIORS be required to repair or replace damaged items in this case Client will be liable to bear the cost thereof.

While installing, we cannot be held responsible for accidental damage to water or electrical pipes, if not informed of exact location beforehand or placed in possession of current wiring and electrical layout diagrams.

You are required to ensure that you have comprehensive insurance cover with respect to all delivered/installed items for the duration of the project as the risk of theft, damage or destruction of these items passes to you on delivery/installation.

Should we not be able to install on the booked day due to any reason beyond our control, goods delivered will be placed in storage and the client will reimburse OLALA INTERIORS for the cost of storage at our usual rate. Currently we charge R 950 (Excl. VAT) per month per 3 x 5 metre storage or part thereof. The quoted delivery charge will also double by reason of the double delivery of the goods.

OLALA INTERIORS will not be held responsible for delays occasioned by force majeure, acts of God or neglect by the client and the contract period will automatically be extended by a period equivalent to the delay. Similarly, you will not be entitled to withhold any scheduled or due payments by reason of said delays.

It is agreed that you will not to issue any instructions to employees/sub-contractors of OLALA INTERIORS, or our agents. All instructions or variation orders are to be directed to OLALA INTERIORS in writing before they will be binding on OLALA INTERIORS.

We strongly advise that all furniture and fabric accessories immediately be treated with Fabric or Scotch Guard on site – and at least a day or two before you arrive. This is optional, but you can request us to quote on this in any event.

We forecast delivery dates of finished product on the back of dates supplied to us by our suppliers. Should there be any delay in receipt, manufacture or import of any items or fabrics, we will immediately notify you.

Should any products ordered be delayed or become unavailable then OLALA INTERIORS reserves the right to substitute items and/or fabrics with similar products, whilst adhering to the design specification.

When installing away from home, all costs associated with full board and lodging, travelling, flights, delivery, freight and insurance costs of our teams and product will be born by the client.

Full Turn Key Option:

This entails a full combination of all services listed above, everything, from the initial Concept design, Procurement to the final Installation and placing of all furniture and window treatments, as well as a site set up and clean-up.

OLALA INTERIORS co-ordinates the entire décor, design, procurement and installation (including snagging) process, paying detailed attention to every attributing factor.

Upon engagement, a fee of R 15,000-00 (Excl. Vat.) is payable to OLALA INTERIORS. As with all our services above, you will on acceptance of the initial Décor and Design vision receive a full and detailed budget quotation for the project going forward.

Our procurement deposit requirements will be the same as above.

Snagging projects:

As with all projects of this nature certain snags may be evident after site handover. In order to bring about project finality you are required to supply OLALA INTERIORS with a written snag list within seven calendar days from site handover. We will attend to the snags by either undertaking remedial work or replacing items where remedial work cannot resolve the snagged issue. If no snag list is issued by the client to OLALA in writing, it is deemed that the installation is faultless.

Once the listed snags are attended to the balance of all monies due to OLALA INTERIORS will be paid in full. We will obviously attend to any and all snags which may be reported or discovered after the initial snagging period, subject to full payment having been received.

Guarantees:

Items not manufactured by OLALA INTERIORS will carry the supplier's guarantees and warranties. While we will assist you in lodging guarantee or warranty claims, all claims will lie directly against the supplier thereof, e.g. including but not limited to Mirrors, Countertops, Glass, Appliances, Electrical Fittings and Lights, etc.

FREQUENTLY ASKED QUESTIONS AND OUR TERMS RELATING THERETO:

How are payments made? All payments are to be effected by direct electronic funds transfer into our cheque account. Our banking details are:

OLALA INTERIORS
ABSA Branch Code 632 005
Account Number 405 770 5037

Please note that our **banking details will not change** in the course of the project and that you are to ignore any requests for payment to be made into any other account, whether or not such requests ostensibly emanate from our offices.

As explained above, we require an engagement fee before starting work Décor or Design work in detail. Your first payment will signify acceptance and understanding of the above terms of engagement, regardless of whether this document has been signed.

Procurement amounts as indicated are payable on request, once Décor and/or Design proposals are accepted. We will require a minimum payment of 70% of the quoted price per item, depending on supplier requirements. Suppliers may require payment in full prior to manufacturing or importing certain items and in this case our initial payment requirement will also be for our full quoted amount for that item.

The balance of the project value is payable on-site handover, less the amount retained for snags mentioned in the next paragraph.

Pending resolution of the written snag list referred to under the heading "Snagging projects" on the preceding page, we permit a retention of five percent of the project value or the aggregate itemised value of the items snagged (whichever is the smaller amount) pending resolution of snags. Once the snags in the written snag list are attended to the retention amount must be paid in full.

What happens if payments are not made timeously? Delay on the part of the client with respect to payment of deposits or progress invoices will delay the project as we do not offer financing facilities.

Payments are non-refundable and in the event that any payments due not made timeously OLALA INTERIORS reserves the right to either cease all work pending receipt of all due payments or to cancel our agreement. In the latter case, all of the payments made to OLALA INTERIORS to date will be retained at part payment of all damages or losses occasioned to OLALA INTERIORS by reason of the cancellation. These damages may include storage costs, loss of profit and recovery of disbursements already made in pursuance of the project.

When will the client take ownership of the supplied items? As with good business practice it is a condition of service and supply that **all items** supplied to you remain the property of OLALA INTERIORS until all amounts due to OLALA INTERIORS by you have been paid in full. You are also reminded that while any amounts are unpaid OLALA INTERIORS will retain an improvement LIEN over the premises until final payment has been received.

Access to the installation address will at all times be afforded to OLALA INTERIORS after site hand over in the event that there are any snags to be attended to or while any amounts due to OLALA INTERIORS remain unpaid. No exchanges or refunds on orders. In the event of a variation order, if agreed to by OLALA Interiors, a 30% handling fee will be charged.

Furthermore, should we be required to institute action for recovery of monies owed to us and/or delivery of any property which remains in our ownership while any amounts due to us remain unpaid and/or any damages or losses suffered by reason of your default, we shall be entitled in addition thereto to recover the legal costs incurred thereby on the attorney and client scale. All monies due to us will attract interest at the prime overdraft rate charged by ABSA Bank from time to time, plus four percentage points, calculated and compounded monthly in arrears.

On completion and payment, a full VAT invoice together with a detailed product list and reconciliation, will be issued to the Client.

Can you stay in your budget? That depends on your changing needs and whether you require any variations on the original quotation. Whilst we endeavour to include all anticipated costs in the budget or initial quotation, these amounts are subject to change in the event there are any changes or variations to the original brief or the project is affected by unforeseen contingencies. Based on our past experience, it would be prudent to allow for a contingency of 10 – 15% of the contract value for this.

What is Copyright?

OLALA INTERIORS is a Professional Interior Design & Decorating Company, and a Corporate Member of the Institute of Interior Design Professions, the only registered professional institute representing the South African Interior Design Industry. As such, all our conceptual ideas and drawings, as well as the final products are protected under Copyright and Intellectual Property laws of South Africa.

All designs are created and emanate from the talent and labour of our designers and our experience and expertise in the field of interior décor and design. All copyright in and to all drawings, reports, specifications, designs and samples provided by our designers shall remain vested in and reserved by OLALA INTERIORS.

No section or detail may be used, copied or sold, whether for this project or any other, without our written permission. Any use of these, in part or in whole, will result in you being liable for a design fee of 15% on that project value.

We also reserve the right to use photographs and other media depicting your project for purposes of advertising, portfolios, references and publishing.

Exchanges and Returns: Custom-made or special orders will be subject to neither exchange nor return or refund. No returns on discounted items. OLALA is not obliged to accept any returns should the customer change their mind. 30% Handling fee will be applicable on all discretionary management authorised exchanges/returns. No refunds.

Do we charge for postages and petties? For all projects over R450,000 we charge a once-off fixed telephone fee of R1250, an administration fee of R2,500 (for printing, general office costs, postages and petties) and local travel fee of R2,500.

How will OLALA INTERIORS account to us for the project? We supply transparent and detailed per line item quotes and final accounts, using an internationally acclaimed interior project costing system. If we have made any errors or have omitted something, it will be corrected and or included.

We pride ourselves on excellent Client, Supplier and Contractor relationships, meeting and exceeding expectations, and removing most stresses associated with building, renovations and moving. Our craftsmanship is unequalled on the Coast, our delivery on par with the highest international standards, and we share in the enjoyment of successful installation with our Clients.