



## TERMS OF TRADE

**BETWEEN:** (INSERT CLIENT/S NAME) ("THE CLIENT")

**AND**

**GILLIAN SARAH CHESTERFIELD /HOME STAGING TOOWOOMBA (hereafter referred to as "The Property Stylist")**

### Preliminary

1. The Client has agreed to the services provided by The Property Stylist, as chosen by the client, from the full range of services. The client acknowledges that, when using any hire furniture or accessories as part of the service provided to the client, the period of service is for a minimum of four weeks ("service period").

In obtaining the services provided by The Property Stylist, you agree with THE PROPERTY STYLIST for THE PROPERTY STYLIST to conduct the following work:-

- a) Consult with the Client;
- b) Source, install and place furniture and goods in the Property;
- c) Arrange collection, deliveries and payments for furniture and goods;
- d) Consult with suppliers of furniture and goods;
- e) If requested, consult organise tradesmen to undertake work as agreed with the Client; and
- f) Other work incidental to the provision of home staging services for the Client, in accordance with the specified services chosen by the Client.

("the Work")

2. The Work is being supplied by THE PROPERTY STYLIST for the Property.
3. The Client authorises THE PROPERTY STYLIST, its employees, contractors, agents and servants to:-
  - a) Enter the Property at all reasonable times for the purpose of undertaking the Work;
  - b) Install and place furniture and goods on the Property;
  - c) Move or remove existing furniture and goods on the Property;
  - d) Arrange for, or make, repairs to the Property or any thing on the Property;
  - e) To do all other things reasonably necessary to undertake the Work.

### Consultation fees

4. The Client agrees to pay, without demand, the fees associated with the level of service agreed in the Consultancy Agreement Tax Invoice.
5. An initial consultation fee of \$275 for the first two hours plus \$125/additional hour, is to be paid on the day of the initial consultation between the Client and THE PROPERTY STYLIST.
6. For extended services or complete home staging projects, an estimated quote and a service agreement will be drawn up.

Signature by the Client: \_\_\_\_\_

Signature by THE PROPERTY STYLIST: \_\_\_\_\_

### **Taxes and charges**

7. The Client shall pay all taxes and charges, which may be imposed in addition to the consultancy charges.

### **Deposit**

8. Upon acceptance by the Client of the quote provided, 50% of the estimated project quote is immediately due and payable.
9. The remaining 50% of the project cost is payable, by the Client, on the day of installation (“Installation Date”), directly upon completion of the installation.
10. If the Client fails to pay the deposit with the stipulated time frames, the Client shall be deemed to be in default of these Terms and THE PROPERTY STYLIST may at its option do any or all of the following:
  - a) Terminate the Service Agreement;
  - b) Claim the full amount of the deposit (paid or payable) from the Client as a liquidated debt in addition to any Work undertaken by THE PROPERTY STYLIST.

### **Project Costs**

11. Whilst THE PROPERTY STYLIST will use its best endeavours to ensure the Project Costs and Installation Date remain the same, they are only indicative and are subject to change based on (but not limited to) the following reasons:-
  - a) Variations requested by the Client;
  - b) Unanticipated additions;
  - c) Final product selection;
  - d) The unforeseen complexity of the Work;
  - e) Contract Services undertaken;
  - f) Time constraints imposed by the Client; and
  - g) Other unforeseen circumstances which are beyond the control of THE PROPERTY STYLIST.
12. Any additional unforeseen costs that may occur – in consultation with you – during the consultancy period/period of installation must be paid as they occur and upon receipt to you by THE PROPERTY STYLIST.

### **Relationship**

13. THE PROPERTY STYLIST shall render the Work to the client as a Contractor of the Client and in no way does this Agreement create a relationship between THE PROPERTY STYLIST and the Client as employee, servant or agent, or any other relationship of a fiduciary nature.
14. The Client shall not at any time make any untrue statement of THE PROPERTY STYLIST, or wrongfully represent that THE PROPERTY STYLIST is an employee, servant or agent of the Client.

Signature by the Client: \_\_\_\_\_

Signature by THE PROPERTY STYLIST: \_\_\_\_\_

### **Contractors**

15. Should the Client require suppliers or tradesman to be contracted in order for THE PROPERTY STYLIST to effect the Work, the Client shall, wherever possible, enter into Contracts with the suppliers or tradesman.
16. The Client acknowledges that any advice given by THE PROPERTY STYLIST is of a cosmetic or aesthetic nature and THE PROPERTY STYLIST is not, and will not, advise as to the provision of structural advice. The Client shall seek its own professional advice with respect to any structural alterations or repairs as is necessary.
17. THE PROPERTY STYLIST accepts no liability for any damage, loss, cost or expense which may result from the contractors, whether engaged by THE PROPERTY STYLIST or the Client, to undertake any part of the Work, including any repairs or alterations as recommended by THE PROPERTY STYLIST.

### **Consultancy period reduction**

18. Should the property sell or the services not be required for the time period specified in the agreement, THE PROPERTY STYLIST reserves the right to remove furniture, accessories and other items specific to the purpose of the Agreement.

### **Consultancy Period Extension**

19. Should the property take longer to sell, or the services require a longer time period, the Client must notify THE PROPERTY STYLIST, in writing and during week 3 of the Service Period, to seek an extension of time for the Service Period. Any extension granted will be at the discretion of THE PROPERTY STYLIST and may be made on a weekly, fortnightly or monthly basis and additional tax invoices for any extended time will be applicable and payable immediately.

### **Installation and de-install/collection**

20. The Client is responsible for ensuring that adequate access is provided to THE PROPERTY STYLIST on the days of installation and de-installation. If access is unavailable on the agreed dates then you will be responsible for the payment of costs incurred for the re-install or de-install. Two clear business days are required for any cancellations or changes to the nominated install/de-install day, to avoid additional charges.
21. Although THE PROPERTY STYLIST will use its best endeavours to ensure that measurements are undertaken prior to the installation, the Client acknowledges that unforeseen circumstances may arise in which the installation of particular items are restricted, as a result of limited traffic space or access areas within the Property. The Client will remain responsible for the payment of any excess charges associated with the re-arrangement or replacement of designated furniture or goods.

### **Protection of Goods**

22. The Client shall not remove the Goods from the nominated staged premises without the prior written consent of THE PROPERTY STYLIST.
23. The Client is restrained from altering or modifying the staging of the nominated premises.
24. The Premises remains at the Client's risk entirely for agreed staging period.

Signature by the Client: \_\_\_\_\_

Signature by THE PROPERTY STYLIST: \_\_\_\_\_

25. The Client shall take reasonable steps to protect the staged premises and items within the Premises from loss and damage, and in the event of such loss or damage, the Client will be responsible for compensation.
26. Any items installed for the staging remain the property of THE PROPERTY STYLIST and its suppliers at all times.
27. Any claims for stolen or missing items from the nominated premises must be supported by evidence of a police report noting forced entry etc.

#### **Insurance**

28. The Client must provide evidence of insurance to THE PROPERTY STYLIST that THE PROPERTY STYLIST deems to be sufficient to cover any additional accessories or furnishings belonging to THE PROPERTY STYLIST or its suppliers.

#### **Warranty and indemnity**

29. THE PROPERTY STYLIST makes no warranty that the premises will sell, or will sell any quicker or for a higher price than if THE PROPERTY STYLIST had not undertaken the Work.
30. THE PROPERTY STYLIST shall not be liable for any damage caused to the nominated premises as a result of moving, installing or placing any furniture or goods in the premises, or otherwise caused in undertaking the Work unless it is caused by the negligence or wilful act of THE PROPERTY STYLIST, its employees, or servants.
31. Where the Client is a company, the directors agree, in consideration of THE PROPERTY STYLIST entering into this Agreement with the Client, to personally guarantee the obligations of the Client under this Agreement, and charge all of their real and personal property with repayment of all amounts payable to THE PROPERTY STYLIST under this Agreement.
32. The Client indemnifies THE PROPERTY STYLIST against any claims by any person whatsoever against THE PROPERTY STYLIST arising from the Client's use of the furniture or goods in the Premises, for injury to any person or persons and/or property caused by or in connection with or arising out of the use of the furniture and/or accessories and in respect of all costs and charges in connection therewith, arising under either statute or common law.

#### **Intellectual property**

33. THE PROPERTY STYLIST, at all times, reserves the right to take photographs of the nominated premises and of the Work. The rights to the photographs shall solely be held by THE PROPERTY STYLIST, and THE PROPERTY STYLIST reserves the right to use the photographs for any purpose it sees fit, including but not limited to promotional purposes.

#### **Termination**

34. At the completion of the Consultancy Agreement, the Client shall make the furnishing and accessories available for collection by THE PROPERTY STYLIST and its suppliers, and provide access to the nominated premises for collection.

Signature by the Client: \_\_\_\_\_

Signature by THE PROPERTY STYLIST: \_\_\_\_\_

35. If the furniture and/or accessories are not available for collection at the nominated time, the Client shall be liable for any additional costs of THE PROPERTY STYLIST, or if the furniture and/or accessories are missing, the full replacement cost of the goods which shall be paid within 7 days from notice to the Client by THE PROPERTY STYLIST.
36. In either event, the Client agrees that THE PROPERTY STYLIST shall charge such amount and that the Client is liable to pay.

### **Repossession**

37. Should the Client breach this Service Agreement, or if any amount is due and unpaid, THE PROPERTY STYLIST may terminate this Service Agreement, and THE PROPERTY STYLIST or its nominated agents are entitled to enter the premises where any furniture and/or accessories are installed to retake possession.
38. Entry to the premises for this purpose will be gained by any person who is in apparent authority at such premises and grants entry to THE PROPERTY STYLIST.
39. The Client shall be responsible for all costs associated with the repossession and collection of the furniture and/or accessories by either THE PROPERTY STYLIST or its agent.
40. Hire fees shall continue until such time as the goods have been collected by THE PROPERTY STYLIST or its agent.
41. Any termination shall not prejudice any right to recover any unpaid fees under the Service Agreement of any relevant taxes or duties which become payable.

### **Overdue Payments**

42. If any payment is due and unpaid, the Client will be required to pay interest on the overdue amount at the rate of 25% per annum, to be calculated daily until payment in full is received and the goods have been returned.
43. The Client is liable for all additional costs incurred, including legal and collection costs to recover unpaid amounts.

### **Risk**

44. While any hired furniture and/or accessories are in your care, custody or control, you shall at all times agree to use the furniture and/or accessories at your own risk.
45. THE PROPERTY STYLIST is not liable for any direct or indirect damage to or defect to the goods.

### **Use**

46. The client agrees:
  - a. To only use any hired furniture or goods in a proper manner and to refrain from use of it becoming damaged, or in need of repair whilst in the Client's care;
  - b. To use the furniture or goods in accordance with any manufacturers requirements or guidelines;
  - c. To maintain and protect any hired furniture or goods;

Signature by the Client: \_\_\_\_\_

Signature by THE PROPERTY STYLIST: \_\_\_\_\_



- d. To notify THE PROPERTY STYLIST immediately of any damage; and
- e. That his/her/its use of any hired furniture or goods is wholly and predominately used for the purposes of staging the Client's premises for sale.

### **Cleaning and maintenance**

- 47. The Client will be charged \$100 for cleaning each and every item that requires cleaning upon the completion of the Work.
- 48. THE PROPERTY STYLIST warrants that it will take into account normal wear and tear.
- 49. THE PROPERTY STYLIST may install picture hooks where artwork or mirrors are required, which will remain in the wall after all of the furniture and goods are collected.
- 50. THE PROPERTY STYLIST is not responsible for the removal of or repair of walls where hooks or artwork have been placed.

### **Governing Law, Jurisdiction and Service Process**

- 51. This Deed is governed by the law in force in Queensland.
- 52. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and Courts of Appeal from them for determining any dispute concerning this Agreement. Each party waives any right it has to object to an action being brought in this Court including, but not limited to claiming that the action that has been brought in an inconvenient forum or that those courts do not have jurisdiction.
- 53. Without preventing any other mode of service, any document and action (including but not limited to any writ or other originating process or any third or other party notice) may be served on any party to this Agreement by being delivered to or left for the party at the appropriate address specified at the commencement of this Agreement.

### **Severability**

- 54. If any provision (or part thereof) of this Agreement shall be declared by a Court (or other body) of competent jurisdiction invalid and not enforceable in accordance with its terms, all other provisions which are self sustaining and capable of separate enforcement without regard to the invalid provision shall be and continue to be valid and enforceable in accordance with their terms

### **General**

- 55. In this Agreement, unless the context otherwise requires:
  - a. A reference to the singular shall include a reference to the plural and vice versa; and
  - b. Words importing persons shall include corporations and vice versa.
- 56. This Agreement constitutes the entire agreement between the parties and there are no other understandings, agreements, warranties, guarantees or representations in any way extending, defining or otherwise relating to the subject matter of this Agreement which are not set out in this Agreement.

Signature by the Client: \_\_\_\_\_

Signature by THE PROPERTY STYLIST: \_\_\_\_\_



57. Except as specifically stated in this Agreement, no variation, modification, waiver of any provision in this Agreement, or consent to any departure by any party from any such provision, shall be of any effect unless the same shall be in writing and signed by the parties or in the case of a waiver by the party giving it.
  
58. This agreement may be executed in any number of counter parts and all such counter parts taken together shall be deemed to be constitute one and the same instrument. This agreement may be entered into and becomes binding on the parties upon one party signing the Deed that has been signed by the other party (or a photocopy or facsimile copy of that Deed) and transmitting a facsimile copy of the agreement to the other party.

Signature by the Client: \_\_\_\_\_

Signature by THE PROPERTY STYLIST: \_\_\_\_\_