



INTERIOR DESIGN + PROPERTY STYLING
+ CONSULTING

PROPERTY STYLING TERMS AND CONDITIONS

These Terms and Conditions are an agreement made between East Coast Collective ABN 20257599727 ("ECC") and the person or persons named in Contract Agreement ("Client"). The Agreement is made and comes into effect on the date it is accepted by the Client.

1. WHAT ECC AGREES TO DO UNDER THIS AGREEMENT

- 1.1. Provide Property Styling services to the Client at the Premises in accordance with the terms of this Agreement.
- 1.2. Ensure that the Goods provided by ECC under this Agreement are covered by a current insurance policy covering loss or damage by fire or theft.
- 1.3. Deliver to and/or collect the Goods from the Premises as required during the Original Hire Period or Extended Period.

2. WHAT THE CLIENT AGREES TO DO UNDER THIS AGREEMENT

- 2.1. Provide ECC unrestricted access to the Premises during agreed installation period in accordance with this Agreement.
- 2.2. Pay ECC agreed hire fees, including fees for any extension of the Original Hire Period, and any other charges by the due date and otherwise strictly in accordance with this Agreement.
- 2.3. Pay any tax invoice rendered by ECC under this Agreement irrespective of whether the Premises sell or are taken off the market before the expiry of the Original Hire Period or any Extended Period.
- 2.4. Make available ECC's Goods at the conclusion of this Agreement, including on termination of the Agreement by either party, in accordance with the terms and conditions of this Agreement. This is an essential term the breach of which will entitle ECC to claim damages for any financial loss suffered.
- 2.5. Safeguard and protect the Goods, until they are collected by ECC.

3. TERM

- 3.1. The term of this Agreement is for the Original Hire Period as documented on the Contract Agreement.
- 3.2. Any extension of the term of this Agreement must be agreed in writing between the parties no later than three (3) Business Days prior to the completion of the Original Hire Period.
- 3.3. When the term of this Agreement is validly extended the terms and conditions of this Agreement will continue to apply until completion of the Extended Period.
- 3.4. The term of this Agreement shall never be less than the Original Hire Period unless validly terminated by either party pursuant to clause 8 of this Agreement.

4. CONTRACT PRICE AND PAYMENT TERMS

- 4.1. The Client must pay the Contract Price for hiring the Goods during the Original Hire Period.
- 4.2. The Client must pay the Additional Hire Fees for hiring the Goods during any Extended Period.
- 4.3. The Client must make all payments to ECC's nominated payment methods as defined in contract agreement.
- 4.4. The Contract Price is due and payable to ECC no later than seven (7) Business Days before the scheduled installation date.
- 4.5. The Additional Hire Fees are due and payable no later than forty-eight (48) hours prior to expiry of the Original Hire Period.
- 4.6. The Contract Price is non-refundable and non-adjustable once the contract Agreement has been accepted by the Client and the Goods installed in the Premises.
- 4.7. The Client is not entitled to any discount or refund of any Additional Hire Fees payable for an Extended Period if the Agreement is terminated before expiry of the Extended Period.
- 4.8. If any fees or charges due under this Agreement are not paid by the due date in accordance to these terms and conditions, then the Client authorises ECC to debit the Client's credit card with such sums that are owing to it.

5. DELIVERY, INSTALLATION AND COLLECTION OF GOODS

- 5.1. The Client or a nominated agent must arrange access for ECC to the Premises for the delivery and/or collection of the Goods.
- 5.2. The Client and ECC will mutually agree to the day and time for the delivery and/or collection of the Goods. When the Client enters into an unconditional contract for the sale of the Premises, the Client shall immediately notify ECC of that fact and ECC is authorised by the Client to immediately collect the Goods even if neither the Original Hire Period nor any Extended Period has expired.
- 5.3. ECC requires a minimum of 48 hours' notice to remove a job. However, will work with client and agents to make sure items are removed in time for pre-settlement walkthroughs.

INTERIOR DESIGN + PROPERTY STYLING + CONSULTING

ABN: 20257599727 - 0468 556 531 - chris@eastcoastco.com.au - www.eastcoastco.com.au - @east.coast.co

- 5.4. The Client shall be responsible for ensuring that the Premises are in all respects safe for the purpose of access, delivery and installation of the Goods by ECC.
- 5.5. In the event that ECC is unable to gain access for any reason, the Client shall pay all additional costs incurred by ECC for the re-delivery or re-pick up of the Goods and ECC may invoice the Client for such costs, which are payable within seven (7) Business Days of the Client's receipt of the applicable tax invoice.
- 5.6. In the event that the Premises is not ready for installation due to, but not limited to, existing furniture or possessions that should have been removed or relocated by Client, ECC reserves the right to postpone installation and invoice for additional rescheduling costs. In the case where ECC team members are required to do out of scope works (ie not documented in Contract Agreement), the Client will be notified and charged an hourly rate for additional scope for each team member affected.
- 5.7. ECC will provide estimated times for installation. Arrival and completion times can vary depending on logistics, traffic and access. We recommend that photography is booked no sooner than the next business day and should not be booked on the same day as installation.
- 5.8. In relation to the installation of any Artwork, the Client acknowledges that any holes, nails or any other fixtures used by ECC to hang the Artwork will remain following collection and shall not be required to be rectified by ECC.
- 5.9. ECC shall not be liable to the Client in respect of any damage caused as a result of hanging the Artwork.
- 6. CLIENT'S OBLIGATIONS UNTIL THE GOODS ARE COLLECTED BY ECC**
 - 6.1. The Client and ECC agree that the Goods are hired by the Client and at all times shall remain the sole and absolute property of ECC.
 - 6.2. The Client must not alter, modify or remove the goods from the delivery address without ECC's prior written consent. All items remain the property of ECC. The Client must take all reasonable steps to protect the goods from any loss or damage.
 - 6.3. All Items are intended for display purposes and can be used by the Client with care. If any items are damaged, soiled or marked during the hire, the Client agrees to compensate ECC for the full expense of repairing, cleaning or replacing.
- 7. PROPERTY STYLING SERVICE**
 - 7.1. When Goods are provided by ECC to the Client in accordance with this Agreement, all Goods including accessories are provided at ECC's discretion and no changes or substitutes to the Goods selected will be made except with the consent of ECC.
- 8. TERMINATION AND REPOSSESSION RIGHTS AND OBLIGATIONS**
 - 8.1. ECC may terminate this Agreement immediately and repossess the Goods if:
 - 8.1.1. The Client breaches or is in default under any of the terms of this Agreement and fails to remedy the breach or default within than five (5) Business Days of receiving a notice of breach or default from ECC;
 - 8.1.2. The Client becomes bankrupt or has an administrator, receiver, liquidator or other external controller appointed to it.
 - 8.2. In the event of this Agreement being terminated under this clause 8 the Client must promptly make the Goods available for collection by ECC on a date and at a time specified by ECC.
 - 8.3. In the event that the Client breaches clause 8.1, the Client consents to ECC or its agents gaining entry to the Premises, or gaining entry to any other premises where ECC believes the Goods are located, whether the Client is present or not, and to use such force as is necessary in order to repossess the Goods.
 - 8.4. The Client will make no claim against ECC or its agents for damage arising out of or in connection with repossessing the Goods under clause 8.3.
- 9. LIMITATIONS ON LIABILITY OF ECC AND EXCLUSIONS OF LIABILITY**
 - 9.1. The only contractual warranties provided by ECC are the statutory ones provided under the Australian Consumer Law that are implied into this Agreement and cannot be excluded by ECC.
 - 9.2. ECC accepts no liability to the Client whatsoever if the Client fails to achieve a sale of the Premises or a sale at the price desired or expected by the Client.
 - 9.3. The Client shall not make any claim against ECC for damages in respect of property or personal injury sustained as a result of any Goods staged on the Premises.
- 10. INSURANCE AND LOST, STOLEN OR DESTROYED GOODS**
 - 10.1. The Client acknowledges that ECC insurance policy will only cover damage, destruction or loss of the goods due to fire or theft.
 - 10.2. Any other loss or damage shall be the Client's responsibility and the Client must cover such risks.
- 11. CANCELLATION OR POSTPONEMENT OF INSTALLATION OF GOODS**
 - 11.1. If the Client cancels this Agreement no less than seventy-two (72) Business hours prior to the due date of installation, a cancellation fee of \$300 (incl. GST) applies.

12. NOTICES

12.1. Any notice given by ECC in connection with this Agreement must be in writing and sent by email to the Client's address as specified in Contract Agreement.

13. APPLICABLE LAW

13.1. The applicable law of this Agreement is the law of the State of New South Wales, Australia

14. DEFINITIONS AND INTERPRETATION

14.1. Definitions –

In this Agreement –

- “Additional Hire Fees” means the Hire Fees payable by the Client for any Extended Period of the Agreement.
- “Agreement” means the Schedule; these Terms and Conditions and any other agreements or arrangements between ECC and the Client.
- “Artwork” means any art, artwork, mirrors or similar items or any items that may need to be hung on a wall within the Premises.
- “Business Day” means a day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, NSW.
- “Contract Price” means the price stated in the Property Styling Quote and Contract Agreement.
- “Extended Period” means any extension of the Original Hire Period agreed in writing between the parties during the term of this Agreement.
- “Goods” means the display stock, including furniture, Artwork and accessories, owned and/or supplied by ECC to the Client under this Agreement.
- “Hire” means the Client's hiring of the Goods described in the proposal.
- “Hire Fees” means the rental or hire fees in respect of the Goods.
- “Hire Period” means the period specified in the proposal and any Extended Period.
- “Original Hire Period” means the period commencing on the date the Client accepts this Agreement, and thereafter continues until the end of the period specified in the proposal.
- “Premises” means the location Client's property being styled, as specified in Contract Agreement.
- “Property Styling” means the display and arrangement of Goods at the Client's Premises.
- “Client” means the registered owner or authorised agent of the Premises, being the person specified in Contract Agreement.

14.2. Interpretation –

In this Agreement, unless the context otherwise requires:

- a reference to:
 - one gender includes the others;
 - the singular includes the plural and the plural includes the singular;
 - a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority; and
 - a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns.
- unless expressly stated, no party enters into this Agreement as agent for any other person (or otherwise on their behalf or for their benefit);
- headings and the table of contents are for convenience only and do not form part of this agreement or affect its interpretation;
- a cross reference to a clause number is a reference to its sub-clauses;
- if the last day for doing an act is not a Business Day, the act must be done instead on the next Business Day;
- where there are two or more persons in a party each are bound jointly and severally; and
- a provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement.

INTERIOR DESIGN + PROPERTY STYLING + CONSULTING

ABN: 20257599727 - 0468 556 531 - chris@eastcoastco.com.au - www.eastcoastco.com.au - @east.coast.co