

STANDARD AGREEMENT FOR INTERIOR DESIGN SERVICES.

Every design project is different. Interior Design is a subjective art and profession, and the most effective way to build reciprocal trust and ensure a contented working relationship during our engagement is to provide you with our terms of business.

SERVICES

1. The Designer shall provide Services to the Client in accordance with the terms of this Agreement.

DEFINITIONS

2. In this Agreement:

Agreement means these client terms, together with the Proposal accompanying these client terms. **Client** means the entity supplied Services, and any entity named as client in the Proposal. **Client Content** means all materials, information, photography, documents and creative items provided by the Client to the Designer, to facilitate the provision of Services. **Contractor** means third party entity which provides goods or services related to the provision of Services under this Agreement. **Designer** means Jane Mahood Pty Ltd. **Fees** means fees for Services supplied under this Agreement, which are exclusive of GST, unless otherwise stated. **Disbursements** include travel, sample, postage and photocopying costs and expenses relating to the provision of Services under this Agreement. **Final Concept** means all creative content developed, created or commissioned by the Designer in providing the Services and incorporated into the Services, including visual designs and elements, illustrations, photography, animation, and the Designer's selection, arrangement and coordination of such elements, together with Client Content and third-party materials. **Products** means goods requested by the Client and sourced by the Designer from a third party, for the purpose of providing Services under this Agreement. **Project** means planned or supplied interior design, interior decorating or interior styling work to the Property, to which the Services relate. **Property** means the property in respect of which the Services shall be provided under this Agreement. Proposal means document bearing that title, which includes a scope of work and fee proposal. **Services** means services provided by the Designer in respect of the Property, which may include interior design, interior decorating, interior styling or any other work stated in the Proposal.

CONTRACTORS

3. The Client shall contract directly with any Contractor required for the Project.
4. The Client authorises the Designer to coordinate or instruct Contractors or other third parties, where their role, functions, tasks or work relates to the Project.
5. Where the opinion, view or proposal of any Contractor or third party, relating to the Project, are inconsistent with that of the Designer, the Client shall adopt the Designer's opinion, view and proposal, following consultation with the Designer.
6. The Designer shall not be liable for any Contractor or other third party, including its:
 - a. actions or inactions; or
 - b. goods or services.

CO-OPERATION

7. The Client shall do what is reasonably necessary to enable the Designer to deliver the Services including:
 - a. allowing access to the Property;
 - b. supplying the Designer with information; and
 - c. promptly providing payment.
8. The Client shall provide the Designer with a realistic Project budget.
9. The Client shall work cooperatively with the Designer to facilitate the provision of Services.

FEES

10. The Client shall pay a Deposit of twenty-five percent of the total estimated Fees to the Designer, prior to the Designer commencing work.
11. Invoices for the Designer's Fees and Disbursements are due within seven days of the invoice date.
12. The Designer may invoice the Client for Fees, Disbursements or other amounts payable under this Agreement, in advance of undertaking that work or incurring those costs or expenses.
13. Interest shall be payable at ten percent per annum on any overdue invoice.
14. The Designer shall provide the Client with an estimate of Fees, including for additional Services.
15. The Designer shall provide revised estimates, where Fees for Services exceed, or shall exceed, estimates, including due to:
 - a. an instruction from the Client requiring additional Services or work;

- b. the work required as part of the Services exceeding that expected;
 - c. delay by the Client in providing any:
 - i. information or materials,
 - ii. payment under this Agreement,
 - iii. approval or instructions; or
 - d. the Client requesting more than two modifications to a design brief.
16. For the avoidance of doubt, a design brief is not incorporated into this Agreement.
 17. The Designer shall order Products on the Client's behalf.
 18. The Client shall deposit monies into the Designer's nominated account to purchase the Products before the Designer orders or purchases them.
 19. The Designer may suspend Services until:
 - a. its invoice has been paid in full; and
 - b. Products have been paid for, in advance.
 20. The Designer may terminate this Agreement where a Client does not:
 - a. pay the Designer's invoice in full, within twenty-one days of being provided with the invoice; or
 - b. pay for Products in advance, within twenty-one days of the Designer's request for such payment.
 21. The termination of this Agreement, for any reason, shall not relieve a Client's obligation to pay any amount due under this Agreement.
 22. The Designer shall provide the Client with an estimate of Project costs, where a Client requests such, and where this is practicable, in the Designer's opinion.
 23. The Designer shall provide the client with receipts and accounts for any Services supplied by the Designer.
 24. The payment terms contained within an associated Proposal may differ from these client terms, in which case, the Proposal terms shall prevail over these client terms, to the extent of any inconsistency.

INTELLECTUAL PROPERTY

25. The Designer shall own the intellectual property in any design, concept, documentation or item created by the Designer, including any moral rights, to the extent permitted by law.
26. Provided that the Client pays all amounts due under this Agreement, the Designer shall grant the Client a licence to use the design or concept for the Property, for which the design or concept was created or prepared.
27. The Designer shall be recognised on any sign, display or publicity related to the Project.
28. All displays or publications of the Final Concept or the Services shall bear an accreditation or a copyright notice in the Designer's name, in the form, size and location chosen by the Designer.

29. The Designer may reproduce, publish and display the Services or Project in the Designer's portfolio, online, in design periodicals and other social media.
30. The Designer shall have the right to document, photograph or otherwise record designs or installations of the Project, and to reproduce, publish and display such documentation, photographs or records for the Designer's promotional purposes.
31. The Client shall use the design only in respect of the Property for which it was intended and not for any other purpose, without the prior written and signed consent of the Designer.

WARRANTIES

32. The Designer shall:
 - a. maintain professional indemnity insurance; and
 - b. endeavour to ensure that the Client receives the benefit of any manufacturer's warranty in relation to the Products.

RESPONSIBILITY

33. The Designer shall not be in breach of this Agreement if unable to provide Services by reason of fire, earthquake, labour dispute, act of God or public enemy, death, illness or incapacity of key staff, or any law, government or authority, or any event beyond Designer's control.
34. Any time, period or schedule stated for the performance of Services under this Agreement, or the completion of the Project, shall be an estimate only.
35. The Client indemnifies the Designer against direct or indirect damage or loss relating to the Client's:
 - a. negligence; or
 - b. breach of this Agreement.
36. To the extent permitted by law, the liability of the Designer shall be limited to:
 - a. supplying the Services again; or
 - b. the payment of the cost of having the Services supplied again.
37. The Designer shall not be liable for indirect or consequential loss or damage.
38. To the extent permitted by law, either party may terminate this Agreement on notice if:
 - a. a party breaches this Agreement and fails to remedy such breach within twenty-one days of being notified by the other party in writing;
 - b. a party is unable to pay its debts when they fall due;
 - c. a party enters into a scheme of arrangement or composition with its creditors;
 - d. a party is placed under administration or management, or a receiver is appointed, or there is a winding-up order in respect of the party; or
 - e. a creditor's petition, debtor's petition or application for bankruptcy is filed in respect of the party.

GENERAL

39. This Agreement may be accepted by signature, in writing, orally or by conduct, such as using the Designer's Services after being provided with this Agreement.
40. Notices under this Agreement must be in writing and:
 - a. delivered or sent to the recipient's registered address or an address for the recipient stated in the Proposal;
 - b. sent to the recipient's email address stated in the Proposal and if none is stated, to an email used by the recipient; or
 - c. sent to the recipient's fax number stated in the Proposal and if none is stated, to a fax used by the recipient.
41. To the extent permitted by law:
 - a. this Agreement shall be governed by the laws applying to New South Wales, Australia; and
 - b. the parties submit to the exclusive jurisdiction of New South Wales, Australia.
42. The Designer shall comply with relevant privacy laws.
43. The Client must not assign its rights under this Agreement without the Designer's prior written and signed approval.
44. Any variation to this Agreement must be agreed by the parties in a written and signed document.
45. Where there are two or more Clients:
 - a. then Client means Clients, jointly and severally; and
 - b. the Clients shall be jointly and severally obliged to pay any amount due under this Agreement.
46. Any term of this Agreement deemed invalid or unenforceable, shall be severed from the remainder of this Agreement, which shall remain valid and enforceable to the extent permitted by law.
47. The associated Proposal shall prevail over these client terms to the extent of any inconsistency.
48. Headings shall not affect Agreement interpretation.
49. The Client acknowledges that it has not relied on any representation or warranty made by, or on behalf of, the Designer which is not in the written Agreement.
50. This Agreement is the entire agreement, arrangement and understanding between the parties regarding the Services and supersedes previous agreements, arrangements or understandings regarding the Services

