

Urban Dezign – Terms & Conditions of Engagement

1 DEFINITIONS

- 1.1 For the purposes of this agreement "Urban Dezign" means Urban Dezign ABN 79 738 107 005 and where applicable its employees; "the Client" means the person or business requesting the services and named on Urban Dezign's quote; "Agreement" means Urban Dezign's accepted quote and these terms and conditions; "Product" means the furniture and associated supplies which are subject to the Agreement; "Project" means the work as detailed in Urban Dezign's quote; "Project Site" means the place where the Project will be carried out; "Services" means the whole of the work to be undertaken by Urban Dezign to fulfill the Client's instructions; "Subcontractor" means the business contracted on behalf of the Client by Urban Dezign for work as specified in the quote; and "Supplier/s" means the business/es providing the Products for the Project.

2 BACKGROUND

- 2.1 Urban Dezign provides decorating, design and styling services to its Clients.
- 2.2 The Client wishes to engage Urban Dezign in respect of the Project and to perform its Services therewith.
- 2.3 Urban Dezign has agreed to accept the Client's appointment.
- 2.4 Under no circumstances will work be performed free of charge and Urban Dezign requests the Client not to ask as refusal often offends.

3 INTRODUCTION

- 3.1 For the purposes of this Agreement Urban Dezign will provide the following Services to the Client:
- gather information during meetings and inspections to plan the Client's interior design, decorating and/or styling;
 - subject to a small fee to cover handling, source furniture, finishes and materials from Suppliers which are appropriate for the Project and seek Subcontractors to do any necessary work.;
 - provide the Client with such advice as the Client shall require in respect of the Project and without limiting the same including ideas and designs;
 - co-ordinate and assist with the Project in a thorough, competent and professional manner and with all reasonable diligence, expedience and dispatch and in accordance with this Agreement; and
 - respond to any matter in connection with the Project which may be of concern to the Client and to that end attend all meetings and conferences as from time to time required by the Client.
- 3.2 Prior to the commencement of the Project Urban Dezign will:
- establish an overall budget for the Project;
 - estimate the time the Project will take to complete;
 - identify aspects Urban Dezign will not be responsible for; and
 - agree on the level of the Client's involvement.
- 3.3 Subsequent to commencement of the Project Urban Dezign will:
- inspect the Project Site and collect basic information about the interior to be worked on; and
 - attend at the Project Site whenever necessary in order to provide the Services.
- 3.4 After completion of the Project (and where applicable):
- advise the Client in connection with Subcontractors rectifying any defects in the work during any applicable defects liability periods; and
 - arrange for Subcontractors to undertake any steps necessary to rectify any work deficiencies.

4 QUOTES

- 4.1 Urban Dezign shall give the Client a quote specifying the work required in order to fulfill the Client's instructions and an estimate of Urban Dezign's charge for the performance of such work.
- 4.2 Unless otherwise stated in the quote, the prices stated are for work carried out during normal working hours. The need to work after hours to meet urgent schedules required by the Client may attract additional charges.
- 4.3 Quotes are valid for thirty (30) days only unless an extension has been authorised by Urban Dezign.
- 4.4 Acceptance by the Client
On acceptance of the Quote Urban Dezign will supply a formal contract. This contract will need to be signed by the Client before any work is performed by Urban Dezign.

5 VARIATIONS TO ORIGINAL QUOTE

- 5.1 The Client shall indemnify Urban Dezign from any additional costs incurred should the Client make changes to specifications or increase the scope of the Services as agreed to and/or additional work be required for reasons beyond the control of Urban Dezign.

6 CONSULTANCY & ASSESSMENT FEES

- 6.1 Urban Dezign provides a consultancy service based on a two hundred dollar (\$200) two (2) hour minimum.
- 6.2 Urban Dezign's assessment fee for property styling is available on application to Urban Dezign's office during normal business hours.

7 CLIENT ACKNOWLEDGEMENT

- 7.1 Should Urban Dezign's presence at the Project Site not be required then the Client agrees to keep Urban Dezign informed as to the completion of the Project.
- 7.2 The Supplier's and Subcontractor's Products and/or Services shall be billed directly to the Client and are payable on due date as specified in the Supplier's or Subcontractor's tax invoice unless otherwise agreed in writing by Urban Dezign.

8 PAYMENT TERMS

- 8.1 All invoices are payable within seven (7) days from date of invoice.

9 'DO AND CHARGE'

- 9.1 The hourly rate for 'Do and Charge' work may change should Urban Dezign experience a problem (including a problem related to a latent condition) requiring the hire of special equipment to complete the work.

10 DEPOSITS

- 10.1 Urban Dezign may require a deposit from the Client and this will be at the sole discretion of Urban Dezign. The Client acknowledges Urban Dezign is under no obligation to start the Project as requested by the Client, until the deposit, if so requested, is received by Urban Dezign in full and when all details pertaining to the Project are finalised. In the event of default as to payment owing to Urban Dezign on the part of the Client, Urban Dezign shall be entitled to forfeit the deposit and claim any profit or margin contemplated by or allowed for in the Agreement in addition to any remedy available to Urban Dezign at law or in equity.

11 PROGRESS PAYMENTS

- 11.1 When agreed progress payments are not honoured by the Client, Urban Dezign reserves the right to halt any further work until such time as the outstanding payment is forthcoming. In addition interest as specified in clause 12.1 may be charged.

12 INTEREST

- 12.1 Urban Dezign may charge interest at two per centum (2%) above the commercial lending rate of the Bank of Queensland calculated on a daily basis on amounts not paid within the time specified in Urban Dezign's invoice.

13 RECOVERABLE COSTS

- 13.1 The Client must pay to Urban Dezign any costs, expenses or losses incurred by Urban Dezign as a result of the Client's failure to pay to Urban Dezign all sums outstanding as owed by the Client to Urban Dezign including without limiting the generality of the foregoing any debt collection and legal costs incurred in enforcing payment on a solicitor and own client basis.

14 LIMITATIONS OF LIABILITY

- 14.1 Liability
The Client acknowledges that Urban Dezign is not the original supplier of any Products provided under this Agreement and the Client accepts that if any condition or warranty is implied in this Agreement under the Trades Practices Act 1974 or any equivalent State or Territory legislation, and cannot be excluded, then the Client will depend entirely on the warranty provided from the original supplier. Urban Dezign is not responsible for any further cost or repair of the Products so provided. In the case of any services supplied under this Agreement the breach of any condition or warranty will be limited to "the supply of those services again" as determined by Urban Dezign in its sole discretion.
- 14.2 Indirect Losses
Notwithstanding any other provision of these terms and conditions, Urban Dezign is in no circumstances (whatever the cause) liable in contract, tort including without limitation, negligence or breach of statutory duty or otherwise to compensate the Client for:
- any increased costs or expenses;
 - any loss of profit, revenue, business, contracts or anticipated savings;
 - any loss or expense resulting from a claim by a third party; or
 - any special, indirect or consequential loss or damage of any nature.
- 14.3 Force Majeure
Urban Dezign will have no liability to the Client in relation to any loss, damage or expense caused by the failure of Urban Dezign to complete or delay in completing the Project as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, strike, lockout, breakdown, war, the inability of Urban Dezign's normal suppliers to supply necessary products or any other matter beyond Urban Dezign's control.

15 PRIVACY

- 15.1 The Client hereby authorises Urban Dezign to collect, retain, record, use and disclose commercial and consumer information about the Client, in accordance with the Privacy Act 1988 to persons and/or legal entities who are a solicitor or any other professional consultant engaged by Urban Dezign, a debt collector, credit reference organization and/or any other individual or organization which maintains credit references and/or default listings.
- 15.2 The Client also gives permission to Urban Dezign to give information about the Client to a credit reporting agency for the purposes of obtaining consumer and commercial credit reports and/or lodging consumer and commercial defaults on the Client's credit file. This information may be given before, during or after the provision of credit to the Client and will be in accordance with the Privacy Act 1988 and subsequent amendments.

16 SECURITY AND CHARGE

- 16.1 The Client hereby charges all property, both equitable and legal, present or future of the Client in respect of any monies that may be owing by the Client to Urban Dezign under these terms and conditions or otherwise and hereby authorizes Urban Dezign or its solicitors to execute any consent form as its attorney for the purpose of registering a caveat over any real property owned by the Client at any time or to register this charge over assets of the Client with the Australian Securities and Investments Commission.

17 GOVERNING LAW AND JURISDICTION

- 17.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Queensland and all legal disputes arising between Urban Dezign and the Client will be submitted to the Brisbane Registry of any such court as is competent to hear the matter.