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TERMS AND CONDITIONS

This is an agreement made between Staged by Flynn Pty Ltd **ABN 17624174081** (hereafter referred to as “The Property Stylist”) of Watson ACT and the person or persons named in **Item 1** of *Reference Schedule* of this Contract (hereafter referred to as “The Vendor”). The contract is made and comes into effect on the date specified in **Item 2** of *The Reference Schedule*.

BACKGROUND

- i. The Vendor is the owner of the property fully described in **Item 3** of *The Reference Schedule*.
- ii. The Vendor wishes to engage the services of the Property Stylist on the terms and conditions stated in this contract.
- iii. The Vendor has accepted a home staging and styling quotation provided by the Property Stylist and identified in **Item 4** of *The Reference Schedule* and this quotation forms part of this contract.
- iv. The Vendor wishes to engage the Property Stylist’s services in the hope that by having the property professionally styled, staged and presented by the Property Stylist and certain repairs and maintenance attended to as recommended by the Property Stylist, the Vendor will attract more potential buyers and achieve a better sale price.
- v. The objective of entering into this home staging and styling contract is to maximise the market value of the vendor’s property.
- vi. The Vendor acknowledges that the Property Stylist has not offered and does not offer the Vendor any guarantee, promise or warranty of result or outcome if the Vendor chooses to enter into this contract with the Property Stylist.
- vii. The Vendor acknowledges that he or she is not entering into this contract relying on any written or verbal promise, representation or warranty made by the Property Stylist unless such promise, representation or warranty is made an express term or condition of this contract.
- viii. Any *special conditions* sought by the Vendor and agreed to by the Property Stylist that are not part of the standard terms and conditions of this contract will only become valid and enforceable if separately written up and stapled to this contract, with the heading “*Special Conditions to the Contract between Staged by Flynn and [Name of Vendor] dated [Date of Contract]*” and signed by both parties.

THE PARTIES AGREE AS FOLLOWS:

1. Definitions and Interpretation

1.1 Definitions –

In this agreement –

“Additional Rental” means the rental payable by the Vendor for any extended term of the contract.

“Agreement” means the same as “contract” and means this contract signed by the parties.

“Business Day” means:

- (a) for purposes of serving any Notice on a party under this agreement, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the notice is received; and
- (b) for all other purposes, a day that is not a Saturday, Sunday, public holiday or bank holiday in the location of the premises.

“Contract” means this Contract signed by the Property Stylist and the Vendor.

“Commencement Date” means the date stated in Item 2 of *The Reference Schedule*.

“Contract Price” means the price stated in **Item 5** of *The Reference Schedule*.

“Essential Term” means a fundamental term of this contract, the breach of which will be of such seriousness as to entitle the Property Stylist to immediately terminate the contract and claim damages for any loss suffered due to that breach.

“Extended Term” means any extension of the Initial Term agreed in writing between the parties in accordance with this contract.

“Goods” means the display stock owned and/or supplied by the Property Stylist.

“hire” means the rental of the goods as stated in the quotation signed by the Vendor.

“Home Staging” means the display and arrangement of stock rented out by the Property Stylist to the Vendor at the Vendor’s premises.

“Initial Term” means the terms stated in **Item 6** of *The Reference Schedule*.

“Installation Date” means the date the goods are to be installed and displayed at the property.

“Inventory check list” means a check list prepared by the Property Stylist of each item of stock rented to the Vendor under this agreement for home staging purposes and signed by the Vendor at or before the time of delivery of the stock to the premises to confirm receipt of the stock.

“Payment Options” means the payment options stated in **Item 7** of *The Reference Schedule*.

“Premises” means the delivery address for the stock specified in **Item 3** of *The Reference Schedule*.

“Property” means the Vendor’s property which is the same as the Premises.

“Quotation” means the home staging job quotation accepted and signed by Vendor specified in **Item 4** of *The Reference Schedule*.

“Recitals” means the introduction part of this contract and forms part of the contract.

“Reference Schedule” means the reference schedule that forms part of this contract.

“Rental” means the rent or hire of display stock owned by the Property Stylist to the Vendor for home staging purposes under this contract.

“Special Conditions” means any special conditions that are made part of this contract via a separate written document marked “Special Conditions”, signed by the parties and attached to this Contract. Such special conditions may be in handwriting or in type, including an email or facsimile transmission.

“Stock” means the display goods specified in the Property Stylist’s home staging quote accepted by the Vendor.

“Total Rental” means the rental stated in **Item 5** of *The Reference Schedule*, and is equivalent to the contract price.

“Vendor” means the owner of the Premises being styled and staged by the Property Stylist and is the person who accepted and signed the job quotation presented by the Property Stylist and who signed this contract. Vendor also includes any agent of the Vendor.

2. What the Property Stylist agrees to do:

The Property Stylist shall do the following things –

- i. Provide home staging and property styling services to the Vendor at the premises for the agreed term of this contract and in accordance with this contract and any special conditions agreed between the parties.
- ii. Supply, rent, style and stage display stock to and at the premises in accordance with the quotation accepted by the Vendor.
- iii. Ensure that any stock provided by the Property Stylist under this contract is covered by a current insurance policy covering loss or damage by fire or theft whilst the goods are installed on the vendor’s property and any accidental damage caused by the Property Stylist or her employees or agents.
- iv. Collect and/or replace any defective or malfunctioning stock within four business days after the Vendor notifies the Property Stylist of the defect or malfunction.
- v. Deliver and Pick up home staging stock to and from the premises as required during the initial term or extended term of this contract.
- vi. Perform any other service that the Property Stylist included in the quotation accepted by the Vendor (e.g. arranging certain repairs or maintenance upon the premises).

3. What the Vendor agrees to do and refrain from doing:

a. The Vendor must and agrees to do the following things –

- i. If the premises are uninhabited or unoccupied, provide the necessary access for the Property Stylist, including employees or agents, to the premises during normal business hours and/or such other hours requested by the Property Stylist to permit the Stylist to provide the services specified in the quotation and this agreement.
- ii. If the premises are occupied, ensure that the necessary access arrangements are coordinated with the Property Stylist prior to the installation date.
- iii. Follow and comply with the Property Stylist’s instructions and prescriptions regarding decluttering, property cleaning and any necessary trade work prior to the delivery and installation of display inventory.
- iv. Allow the Property Stylist, or their agents, entry to the premises as required by the Property Stylist, including delivery of access keys, alarm codes and access details for purposes of delivery and pick up of the Goods, inspection and taking photographs.
- v. Provide the Property Stylist, if applicable, with gate code, alarm code and key/access arrangements.
- vi. Allow the Property Stylist to move or remove personal items of the Vendor as necessary to stage the home.
- vii. Pay the Property Stylist’s fees and display stock rental charges, including any due interest, strictly in accordance with the quotation signed by the Vendor and this contract, including for any extension of the initial contract term.
- viii. Pay any tax invoice issued by the Property Stylist pursuant to this contract and pay the tax invoice by the specified due date for payment.

- ix. Pay any tax invoice rendered by the Property Stylist under this contract irrespective of whether the staged property sells or is taken off the market before the completion of the initial term or any extended term.
 - x. Arrange Vendor's own insurance cover to protect the Property Stylist's goods against all insurable risks of loss or damage whilst the goods remain on property other than the risks expressly covered by the Property Stylist's own insurance cover as provided for in clause 2 (iii) of this contract and provide evidence of such insurance cover to the Property Stylist if so requested.
 - xi. Return the Property Stylist's stock at the conclusion of this contract, including on termination of the contract by either party, in accordance with the terms and conditions of this contract. This is an essential term the breach of which will entitle the Property Stylist to claim damages for any financial loss suffered.
 - xii. Safeguard and protect the Property Stylist's display stock while it is in the Vendor's possession.
 - xiii. Meet the Property Stylist's reasonable costs of cleaning any stock that requires cleaning (excluding cleaning required as a result of normal use) upon the return of the stock to the Property Stylist.
 - xiv. Pay for any damage to stock while in the Vendor's possession excluding any damage caused during delivery and pick up.
 - xv. Indemnify and protect the Property Stylist in respect of any liability the Property Stylist may incur to meet and pay legal costs and/or third party costs and expenses due to any default and/or breach by the Vendor of any of the terms or conditions of this contract including costs incurred in prosecuting successful legal proceedings against the Vendor.
 - xvi. Respond promptly to any communication received from the Property Stylist via post, email, fax or phone.
 - xvii. Allow the Property Stylist not less than seven (7) days to pick up and remove the display stock/goods upon completion of this agreement, including upon termination of the agreement or sale of the property.
- b. The Vendor must not and agrees not to do the following –
- i. Seek or request any style input into the goods/display items selected for the property;
 - ii. Refuse, fail or neglect to pay and pay on time any invoice that the Property Stylist is entitled to issue to the Vendor under this agreement;
 - iii. Refuse, hinder or obstruct the Property Stylist's access to the property for purposes of the home staging and achieving the sale of the property during the initial term or any extended term;
 - iv. Insist on any changes to the home staging plan/design as accepted in the Property Stylist's quotation without first reaching agreement with the Property Stylist on the changes and a variation to the contract price.
- c. All of these terms are essential terms of the contract.

4. Term

- i. The agreement commences on the day stated in **Item 2** of the *reference schedule*.
- ii. The initial term of the agreement is specified in **Item 6** of the *reference schedule*.
- iii. Any extension of the initial term must be agreed in writing between the parties not later than 1 business day prior to the completion of the initial term.
- iv. When the initial term is validly extended the terms and conditions of this agreement will continue to apply until completion of the extended term.
- v. The term of this agreement shall never be less than the initial term unless validly terminated by either party pursuant to clause 8 or the property is successfully sold before expiry of the initial term.
- vi. If the Vendor chooses to extend the initial term, the Vendor shall give not less than 7

- days notice of the request for the extension.
- vii. Any extension of the initial term will be for not less than 7 days.
 - viii. Where any extension term is for more than 7 days, and any part of the entire extended term is for a partial week (i.e. less than 7 days), the Property Stylist is entitled to invoice the Vendor for a whole week in respect of any partial week.
 - ix. The weekly rate for purposes of invoicing will be 1/4th of the fee payable for the initial term.
 - x. All the terms and conditions of this agreement continue to apply during any extension of the initial hire term.

5. Price and Payment Terms

- i. The vendor shall pay 25% of the contract price as a non-refundable deposit upon accepting the Property Stylist's quotation and accepting the terms and conditions of this agreement.
- ii. Upon receipt of the deposit, the Property Stylist will advise the Vendor of the installation date.
- iii. The balance of the contract price shall be paid not later than four (4) business days after the installation date.
- iv. Any fees or charges agreed to be paid for any extension of the initial term must be paid in full prior to commencement of the extended term.
- v. The Property Stylist will not be required to deliver and install the goods unless and until this agreement has been signed by the Vendor and the 25% deposit has been paid.
- vi. In the event that payment of the balance of the contract price is not paid by the due date, the Property Stylist reserves the right to charge interest at the rate of 2.0 per cent per month on the unpaid balance from the due date for payment.
- vii. The Vendor will pay the total rental for the goods for the initial term.
- viii. The Vendor will pay the additional rental for the goods for any extended term.
- ix. The initial term is that stated in **Item 6** of *The Reference Schedule*.
- x. The total rental for the initial term is stated in **Item 5** of *The Reference Schedule*.
- xi. The payment timetable and payment options for payment of the total rental is stated in **Item 7** of *The Reference Schedule*.
- xii. Any additional rental for an additional term will be that which is agreed in writing between the parties.
- xiii. Once the vendor has paid the balance of the contract price, the vendor shall not make any request or claim for a refund of any part of the contract price under any circumstances including a change of mind or if the property sells quickly or the vendor decides to withdraw the property from sale.
- xiv. The Vendor is not entitled to any discount or refund of the total rental if this contract is terminated before expiry of the initial term.
- xv. The Vendor is not entitled to any discount or refund of any additional rental payable for an additional term if the contract is terminated before expiry of the additional term.
- xvi. The Vendor shall pay the Property Stylist's invoice for the deposit and for the balance of the contract price strictly within seven (7) days of receipt of the invoice. This is an essential term of the contract.
- xvii. The additional rental payable by the vendor for any additional term is that stated in **Item 8** of *The Reference Schedule*.
- xviii. In the event that the Property Stylist, before or on the installation date, is required to do any cleaning or tidying up of the property before installing and displaying the goods, the Property Stylist shall be entitled to invoice the Vendor an additional charge for that service and the Vendor shall not dispute and shall pay that additional charge within seven (7) of receipt of that invoice.

6. Delivery and Pick Up of the Goods

- i. The Property Stylist will be solely responsible for the delivery and pick of the goods.
- ii. If the Vendor has not requested an extension of the initial term under clause 4, the Property Stylist will contact the Vendor to discuss arrangements for the collection of the goods.
- iii. The Vendor must arrange access for the Property Stylist to the premises for the delivery and pick up of the goods.
- iv. The Vendor agrees that the Property Stylist has the right to nominate a day and time convenient to the Property Stylist for the delivery/pick up of the goods.
- v. The Property Stylist will take reasonable steps and care to arrange delivery and pick up days and times that also suit the Vendor or Vendor's agent but without limiting the Property Stylist's right under clause 6 (ii).
- vi. In the event that the Property Stylist is unable to gain access for any reason, the Vendor shall pay all additional costs incurred by the Property Stylist for the re-delivery or re-pick up of the goods and the Property Stylist may invoice the Vendor for such costs, including for a one week extension of any good hired from a third party supplier.
- vii. Any tax invoice delivered to the Vendor under clause 6 (iv) shall be paid by the Vendor within seven (7) days of receipt.
- viii. The Property Stylist will present the Vendor with a display stock inventory check list at the time of delivery or within 24 hours of delivery and installation.
- ix. The Vendor must sign the inventory check list to confirm receipt of each item of stock stated in the check list and further to confirm that each item in the check list is free of any defect or damage excluding any fair wear and tear.
- x. When picking up the goods the Property Stylist must use the same inventory check list as used on delivery and sign the check list to confirm the return of each stock item in the check list and to further confirm that each item picked up was free of any damage excluding any fair wear and tear, and verifying that no linens or towels were used in breach of this agreement.
- xi. In the event that during pick up the Property Stylist notes any damage to any item of stock, such damage must be noted on the check list and brought to the attention of the Vendor as soon as practicable.
- xii. In the event that this contract is terminated by the Vendor, the Vendor must immediately arrange a suitable time for the Property Stylist to pick up the goods at a time suitable to the Property Stylist.
- xiii. Once the property is successfully sold, the Property Stylist is entitled to pick up and remove the goods and the vendor shall not make any claim for a refund of the contract price or any part of it.

7. Vendor's Obligations while Display Stock remains on Vendor's Premises

- i. The Vendor rents the display stock from the Property Stylist whilst the display stock is staged on the premises and until the display stock is returned to the Property Stylist.
- ii. The Vendor never acquires any ownership of the display stock.
- iii. At the conclusion of the initial term or any extended term the Vendor shall make immediate arrangements with the Property Stylist to arrange a date and time to pick up the goods.
- iv. Once the display stock has been staged at the premises the Vendor must not move the stock from the premises without the prior written consent of the Property Stylist and must remain in the Vendor's sole possession.
- v. If the display stock or any part of the stock is removed from the premises without the Property Stylist's prior written consent, this will be deemed an unlawful conversion and/or illegal misappropriation of the stock and appropriate legal action may be taken against the Vendor.
- vi. The Vendor must keep the display stock in good order and condition, allowing for fair wear and tear and the Vendor is responsible for any damage to the display stock.
- vii. The Vendor must ensure that no one uses the display stock once it is installed unless

- and only to the extent agreed between the parties.
- viii. The Vendor must ensure that no food or drinks are consumed on or in close proximity to the display stock.
 - ix. The Vendor must ensure that no animals have access to or come into contact with the display stock.
 - x. The Vendor must ensure that no trade work is carried out on the property once the goods are installed unless otherwise agreed between the parties.
 - xi. If any of the stock is damaged or soiled whilst in the Vendor's possession, the Vendor must pay the Property Stylist on demand a sum equal to the reasonable market cost of repairing, replacing or cleaning the damaged or soiled items of stock.
 - xii. The Vendor must not and must not permit anyone else to use any of the goods as they are for display purposes only.
 - xiii. If, whilst the goods are on the property, any bed linens or towels are used in breach of this agreement, the vendor agrees to be charged for and to pay the reasonable replacement cost of such linens or towels.

8. Termination and Repossession Rights and Obligations

- i. The Property Stylist may terminate this agreement forthwith and repossess the display stock if:
 - a. any money owing under this agreement is due and remains unpaid for more than 7 days following receipt of a demand for payment by the Property Stylist; or
 - b. the Vendor breaches or is in default under any of the other terms of this agreement and fails to remedy the breach or default within 7 days of receiving a notice of breach or default from the Property Stylist;
 - c. The Vendor breaches any essential term of the contract;
 - d. The Vendor becomes bankrupt or has an administrator, receiver, provisional liquidator, liquidator or other external controller appointed to it.
- ii. If this agreement is terminated before the expiration of the initial term or before the expiration of an extended term, the Property Stylist shall render a final tax invoice to the Vendor and the Vendor shall pay all outstanding and due invoices within seven (7) days of receipt of the final invoice,
- iii. In the event of this agreement being terminated under this clause the Vendor must make the goods immediately available for collection by the Property Stylist on a day and at a time specified by the Property Stylist.
- iv. In the event that the Vendor breaches clause 8 (iii), the Vendor consents to the Property Stylist or his/her agents gaining entry to the premises, or gaining entry to any other premises where the Property Stylist believes the display stock is located, whether the Vendor is present or not, and to use such force as is necessary in order to repossess the display stock.
- v. The Vendor will make no claim against the Property Stylist or his/her agents for damage arising out of or in connection with repossessing the display stock under clause 8 (iv).
- vi. The Vendor will pay the Property Stylist all costs and charges (including all legal costs on an indemnity basis) incurred by the Property Stylist or his or her agents incidental to repossessing the display stock.
- vii. In the event that the display stock or any item of the display stock cannot be repossessed by the Property Stylist or its agents within 21 days of the Property Stylist delivering a written notice of intention to repossess the display stock to the Vendor, the display stock will be deemed lost, stolen or destroyed and the Property Stylist may take legal action against the Vendor to recover the retail price of the display stock that would have been charged had the Vendor purchased the display stock on the date of this agreement.

- viii. The repossession notice referred to in clause 8(vii) may be delivered to the Vendor in person, or to the Vendor's selling agent or by sending it by registered mail to the Vendor's address as stated in this agreement.
- ix. If this agreement is terminated by either party before the expiry of the initial term or any extended term, the Vendor must pay the Property Stylist all amounts due under this agreement that remain unpaid at the time of termination.

9. Security Bond

- i. The Property Stylist may require the Vendor to provide some form of security or bond to protect the Property Stylist against the risk of the Vendor's default and breach of contract.
- ii. The type of security and the amount of security, if any, required by the Property Stylist is stipulated in **Item 9** of the *Reference Schedule*.

10. Collection Charges

The Vendor must pay the Property Stylist any fees or charges incurred by the Property Stylist in collecting overdue moneys, including but not limited to, dishonour fee, collection fees and all legal expenses on an indemnity basis.

11. Limitations on Liability of Property Stylist and Exclusions of Liability

- i. The only contractual warranties provided by the Property Stylist are the statutory ones provided under the Australian Consumer Law that are implied into this agreement and cannot be excluded by the Property Stylist.
- ii. Apart from these statutory warranties that cannot be excluded, the Property Stylist accepts no liability to the Vendor whatsoever if the Vendor fails to achieve a sale of the property before the expiry of the initial rental term or any extended rental term of the display stock or a sale at the price desired or expected by the Vendor.
- iii. The Property Stylist shall not be liable for any injury, damage or loss suffered by the Vendor, by any agent of the Vendor or by any person or prospective buyer invited upon the premises by the Vendor or the Vendor's agent whilst the display stock is staged on the premises other than injury, damage or loss caused by the Property Stylist's own negligence.
- iv. The Vendor shall not make any claim against the Property Stylist for damages in respect of property or personal injury sustained as a result of any use, malfunction, defect or breakdown of the Goods or any of them and indemnifies the Property Stylist against, and releases the Property Stylist from all claims, actions, demands or suits directly arising out of or connected with the use, malfunction, defect or breakdown of the Goods. This clause does not merge and continues to operate on completion or termination of this agreement.
- v. The Property Stylist will not be liable for any damage caused to the premises by wall hooks inserted into the wall with the vendor's consent for the purpose of hanging art work/s or for minor scuffs caused by artwork corners and the Property Stylist is not responsible for the removal of such wall hooks or for the repair of any holes in the walls caused by use of the hooks.
- vi. The Property Stylist will not be liable for removing or making any minor damage caused by the installation of the Goods that is reasonable in the circumstances. Minor damage includes, but is not limited to, holes left from nails, screws or picture hooks left from the removal of pictures, art or mirrors, any marks caused to floor created by the movement of furniture after placement by the Property Stylist, or its agents, and removing indentations from carpets where the Goods have been on display.

12. Insurance and lost, stolen or destroyed Goods

- i. The Vendor acknowledges that the insurance policy offered by the Property Stylist at the time making this agreement will only cover damage, destruction or loss of the goods due to fire or theft or accidental damage caused by the Property Stylist or her agents or employees.
- ii. Any other loss or damage shall be the Vendor's responsibility and such risks must be covered by the Vendor's own insurance.
- iii. The Vendor must pay any excess as determined by the insurance company for any claim made on an insurance policy by either the Vendor or the Property Stylist.
- iv. If any Goods are lost, damaged or destroyed they are deemed to remain on hire by the Vendor under this agreement and the Vendor must:
 - a. Repair or replace them, at the Vendor's expense, in which case this agreement continues in respect of them; or
 - b. Pay the Property Stylist the retail price of those Goods, being the price that the Property Stylist would have charged the Vendor had the Vendor purchased those Goods at the date of this agreement. After this payment has been made, the lost, stolen or destroyed Goods will be deemed to have been returned to the Property Stylist and this agreement will terminate in respect of them;
 - c. Continue to pay weekly rental instalments as recalculated by the Property Stylist in respect of any Goods remaining in Vendor's possession that are subject to this agreement and that are unaffected by this clause.

13. Cancellation or Postponement of Installation of Goods

- i. If the Vendor cancels this agreement more than seven (7) business days prior to the installation date the Vendor agrees to pay the Property Stylist a cancellation fee of 25% of the total contract price.
- ii. If the Vendor cancels this agreement less than seven (7) days before the installation date the Vendor will be required to pay 50% of the total contract price to the Property Stylist,
- iii. If the delivery and installation of the display stock at the premises is at the Vendor's request postponed less than 3 business days prior to the due date for delivery and installation a fee of 10 % of the total rental must be paid to the Property Stylist.
- iv. If the Property Stylist is holding any display stock supplied by a third party supplier for the purposes of installing them at the premises, and has been holding that stock for three (3) days or more, and the Vendor cancels this agreement prior to delivery, the Vendor must pay the Property Stylist a fee equivalent to one week's rental of the Goods or the unrefundable amount of any third party costs (i.e. goods hire and removalist's costs), whichever is the greater amount.

14. Interest

- i. The Vendor must pay interest on:
 - a. any amount overdue and payable under this agreement, or so much of it which for the time being remains overdue and unpaid; or
 - b. any judgment or order in which this clause may become merged

in each case, at a rate equal to 2 per cent per annum above the Property Stylist's overdraft rate from time to time, calculated on a daily basis and computed from the date at which the payment was due to the date it is actually received.

15. Taxes

The Vendor must pay all taxes, duties or charges payable under any law of the Commonwealth or any State or Territory of Australia in respect of this agreement or any supply under it, whether

existing at the time this agreement was entered into, or introduced after the execution of this agreement. This includes any GST and stamp duty.

16. Completion of Contract

- i. Completion of this contract will occur when each party has fully complied with its terms and is not in default or in breach of any of its terms and conditions.
- ii. Either party may choose to serve on the other party a written notice of completion.
- iii. If the party receiving service of a notice of completion disputes that the contract is completed, that party must within a further fourteen (14) days of receipt of the notice serve the other party with a written notice disputing the completion and stating the grounds upon which the completion is disputed.
- iv. Any dispute over completion of the contract is subject to clause 18 of this agreement.

17. Notices

Any notice given in connection with this agreement must be in writing and may be served either –

- i. Personally on the Vendor or the Vendor's agent; or
- ii. By sending it by registered mail to the Vendor's address as shown on this agreement at the time it was made.

18. Dispute Management and Dispute Resolution

18.1 Dispute Management Protocol

- i. In the event that any dispute arises between the parties to this agreement the parties agree that they will adhere to and implement these dispute management and dispute resolution clauses.
- ii. Subject to clause 18.1 (iii), the parties agree that they will implement the dispute management and dispute resolution steps contained in this clause rather than commence any action in a court or tribunal to adjudicate and determine any dispute between them.
- iii. Each party retains the right to seek urgent interlocutory relief in a court of law to protect some right or interest.

18.2 Notification of a Dispute

If a party to this agreement considers that the other party has breached this agreement in some respect so that it gives rise to a dispute between them, that party must, as the first step in the dispute management process, notify the other party in writing of the following –

- i. The nature of the dispute;
- ii. The alleged cause of the dispute;
- iii. What needs to be done by the other party to resolve the dispute.

18.3 Responding to the Notice of Dispute

A party that receives a notice of dispute under Clause 18.2 shall, within seven (7) days from the date of receipt of the written notice, provide to the complainant party a written response containing the following information –

- i. What he/she agrees with in the notice of dispute;
- ii. What he/she disagrees with in the notice of dispute;
- iii. His/her own perspective on the dispute different to that of the complainant;
- iv. How he/she proposes that the dispute be resolved.

18.4 Negotiation

- i. Once the complaining party has received the other party's written response to the notice of dispute, the parties will have a further seven (7) business days to attempt to resolve the dispute **via direct negotiation**.
- ii. During this seven (7) day period the parties may approach The Resolution Institute (ACN 008 651 232); email infoaus@resolution.institute ; telephone: 61-2 9251 3366 to appoint someone skilled in principled negotiation to assist the parties to resolve their dispute via negotiation;
- iii. If the parties seek assistance from The Resolution Institute they must co-operate with the person appointed by Resolution Institute as the facilitator for their dispute management and resolution;
- iv. In the event that the dispute is not satisfactorily resolved within that seven (7) day period the remainder of this clause shall apply and be implemented.

18.5 Mediation

- i.* If direct negotiation fails to resolve the dispute, the parties must endeavour to settle any dispute in connection with the contract **by mediation**.
- ii.* Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties or, failing agreement by a person appointed by the Chair of The Resolution Institute, or the Chair's designated representative.
- iii.* The Resolution Institute has an office in each State and Territory and the Parties may contact the Chair of the State or Territory in which the contract was made to appoint a suitable mediator.
- iv.* The Mediation must take place and be concluded within twenty eight (28) days of the conclusion of the parties negotiations under clause 18.4.
- v.* The Parties agree to participate in the mediation and to meet his/her/its own costs of and in connection with the Mediation.
- vi.* The Parties will pay the Mediator's fees in equal shares unless otherwise agreed.

18.6 Rules

The Resolution Institute Mediation Rules shall apply to the mediation. These Rules are available on the Resolution Institute website and may be downloaded from the website.

18.7 Commercial Arbitration

- i. It is a condition precedent to the right of either party to commence commercial arbitration that it has first offered to submit the dispute to mediation in accordance with clause 18.5.
- ii. In the event that mediation fails to resolve the dispute the parties agree that they will refer their dispute to a commercial arbitrator appointed under the *Commercial Arbitration Act* that applies to State or Territory where the Contract was made.
- iii. The parties agree not to commence proceedings in any court or tribunal to adjudicate the dispute, but instead to appoint a commercial arbitrator pursuant to the Commercial Arbitration Act of the State or Territory where the contract was made to adjudicate the dispute via making an arbitral award.
- iv. The parties agree that the arbitrator's decision will be final and binding.
- v. The parties agree that they will appoint an arbitrator within fourteen (14) days after the conclusion of mediation under clause 1.5.
- vi. The parties agree that if they cannot agree on their choice of arbitrator they will request a representative of the Chair of the Australian Disputes Centre (ADC) at Level 16, 1 Castlereagh Street, Sydney NSW 2000, 61 2 9239 0700 to appoint an arbitrator to arbitrate their dispute.

- vii. The Arbitration shall be conducted in Sydney New South Wales in accordance with the ADC Rules for Arbitration which are operating at the time the dispute is referred to the ADC and which terms are hereby incorporated into this agreement.
- viii. This clause shall survive termination of this agreement.

19. Applicable Law

The applicable law of this contract are the laws of the Commonwealth, the law of the Australian Capital Territory, and the law of New South Wales.

REFERENCE SCHEDULE

Item 1 - Vendor Details

Name:
Address:
Phone:
Email:
Agent:
Agent's address:
Phone:
Email:

Item 2 – Agreement Commencement Date

The commencement date is the date of signing this agreement.

Item 3 - Details of the Premises to be Staged:

Address:

Item 4 - Quotation accepted by Vendor

Date Signed:

Copy of quotation is attached to this agreement.

Item 5 – Contract Price/Total Rental

Item 6 – Initial Term

Item 7 – Payment Options

Item 8 – Additional Rental

Item 9 – Type and Amount of Security

SIGNING PAGE

Executed as an agreement

Executed by the Property Stylist :

Date:

**Executed by the Party names and described
in Item 1 of the Reference Schedule**

In the Presence of:

.....
Signature of Witness

.....
Print Name of Witness

.....
Address of Witness

