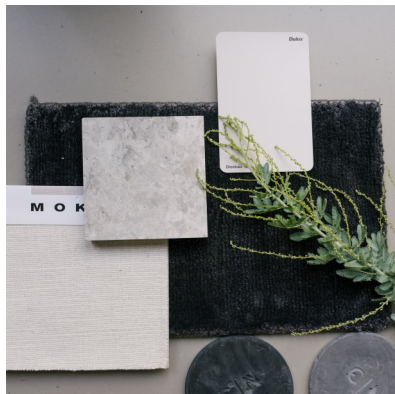




THE VM STYLE
GROUP

INTERIOR DESIGN AGREEMENT



INTERIOR DESIGN AGREEMENT



The VM Style Group ABN 68513169771 ("the Designer") and ("the Client") agree as follows:

DEFINITIONS

In this Agreement, the terms are defined as follows:

Agreement means the content of this document together with the Interior Design Proposal and any exhibits, schedules, collages or attachments.

Commencement Date means the date which the Design Services will commence, being the date of receipt by the Designer of this Agreement signed by the Client and the Deposit, or on a date as otherwise agreed between the parties.

Confidential Information means the technical and business information and materials of the other party.

Deposit means the deposit stipulated in the Schedule to this Agreement.

Design means all aspects of the design or work as specified in the Interior Design Proposal.

Design Services means all services and work to be provided to the Client by the Designer as described in this Agreement and otherwise further defined in the Interior Design Proposal.

Design Fees means the fees stipulated in the Schedule to this Agreement or as amended or varied in the Interior Design Proposal or this Agreement.

Designer means The VM Style Group

Interior Design Proposal means the design proposal dated # provided to the Client by the Designer.

Payment Schedule means the payment schedule contained in Annexure 1.

Project means the project for which the Design Services are provided.

Project Schedule includes product information, itemised costs and approximate lead times as provided by the Designer to the Client.

PROPOSAL

The terms of the Interior Design Proposal shall be effective for 30 days after being presented to the Client. In the event that this Agreement is not executed by the Client within the time identified, the Interior Design Proposal, together with any related terms and conditions, may be subject to amendment, change or substitution.

DESIGNER TO PROVIDE SERVICES

The Designer agrees to provide the Client with the Design Services which may, depending on the nature of the brief, consist of the following:



Inclusions

- Meetings with you
- Site and supplier visits
- Concept Development
- Spatial planning and layout design
- Joinery design
- Interior and exterior colour schemes
- Selection and specification of all hard and soft finishes – floors, walls, bench tops and joinery
- Lighting plans: advising on placement of lighting – task and ambient lighting and the selection of light fittings
- Selection of soft furnishings including window treatments, upholstery, bench seats, cushions, fabrics
- Sourcing and selecting furniture, artwork, floor rugs and décor accessories (local and international)
- Consultations, meetings and travel time
- Preparing visual (digital/PDF) presentation boards (fabrics, images and samples etc)
- Preparing an inventory or schedule of selected items with each item described and priced
- Liaising with suppliers and manufacturers
- Administration (including all emails, phone calls, stock checking and delivery arrangements)
- Organising delivery of purchased items
- Shopping trips to view fittings, fixtures, materials and furniture items
- Professional installation and styling of all furniture, accessories and other items.

Exclusions

- Fees and costs associated with the provision of services by architects, drafts people, geotechnical engineers, tradespeople
- Another consultants etc, unless quoted by us
- Professional picture hanging of mirrors and artwork
- Delivery costs to our warehouse/storage
- Delivery of items to the project site
- Removal of packaging and rubbish.

If you would like us to include any of the excluded items, please let us know and we will provide these services to you at an additional reasonable cost.

DESIGN FEES AND CHARGES



In consideration of the Design Services to be performed by the Designer, the Client shall pay to the Designer the Design Fees in the amounts and in accordance with the Payment Schedule.

If the Client does not pay the Design Fees to the Designer in accordance with the Payment Schedule or if the Client terminates this Agreement for whatever reason, the Designer reserves the right to seek compensation from the Client for any loss suffered. This includes payment of all costs incurred by the Designer up to and including the date the Client terminates the Agreement or breaches the terms of the Payment Schedule.

If the Client does not pay the Design Fees, the Designer reserves the right to discontinue the Design Services including the placement of orders, and the Client waives its right to seek compensation from the Designer and releases the Designer from any loss the Client may suffer because of the termination of this Agreement.

Charge Out Rate

Our hourly charge out rate for all interior design consulting is **\$220 (Including GST)**.

Deposit

Prior to commencing any work on the Brief, we require that the deposit specified in the Interior Design Proposal is paid.

Due Date For Payments

Our fees are charged at regular intervals. We will discuss your preferred payment interval with you. This often depends upon the size of the project and the time frames to be met.

Payment Method

Payment may be made by direct transfer into our bank account (please refer to your tax invoice for our bank details) or by credit card (1.70% + 30c transaction fee for domestic cards, 2.9% + 30c transaction fee for American Express and international cards).

ORDERING ITEMS

Through our network of local and international interior design trade suppliers and contacts, the Designer is able to provide its clients with access to genuine savings off recommended retail prices for many products and bespoke services.



The ordering of furnishings, artwork and rugs will take place once we have received:

- The Project Schedule with each page initialled or an email/call from the Client listing the items the Client agrees to purchase
- Payment of the Deposit
- Payment of the items to be purchased

TITLE

Title to the items purchased free of encumbrances and all other adverse interests shall pass to the Client after receipt of payment in full by the Designer and delivery has been made.

Each item shall be at the risk of the Client from the date of delivery of each item.

PRODUCT AVAILABILITY

Products contained in the Project Schedule are subject to availability at the time of ordering. If any products are not available, the Designer will inform the Client and may, with the Client's approval, source suitable replacement products. The Designer will obtain the Client's approval prior to incurring any additional costs.

Once orders are placed by the Designer, there can be no changes, returns or refunds except in accordance with Australian consumer law.

CHANGES / RETURNS

Unless otherwise provided in the Design Proposal or Project Schedule, and except as otherwise provided for in this Agreement, the Client shall pay additional charges for changes requested by the Client which are outside the scope of the Design Services at the Designer's standard hourly rate of \$220.00 per hour including GST.

Such charges shall be in addition to all other amounts payable under the Payment Schedule, despite any maximum budget, contract price or final price identified pursuant to this Agreement. However, the Design Fee includes the cost of making a small and reasonable number of changes at the Client's

request (three-five items). The Designer may need to extend or modify the delivery schedule or deadlines in the Design Proposal as may be required by such change.

Any damage to, or defect in an item, must be reported by the Client to the Designer within 24 hours of delivery. The Designer will be responsible for liaising with the supplier in relation to the repair or replacement of the damaged or defective item. The Designer must keep the Client informed of discussions and progress in this regard.

CHANGES / RETURNS

The Designer will hold all receipts and warranties in respect of the Client's purchased items on the Client's file. In many cases, the warranties provided by suppliers are general and apply to all items purchased from that supplier.



DELAYS

The Designer will prioritise performance of the Design Services as may be necessary or as identified in the Design Proposal. If there are any delays with the arrival of a particular item, the Designer must, upon becoming aware of such delay, promptly notify the Client. The Designer will not be liable for any failure or delay in performing the Design Services if that failure or delay arises from anything beyond the Designer's control.

COPYRIGHT

The Designer retains any and all intellectual property and copyright that exists in the Design and all associated material.

DESIGN DRAWINGS

Copyright of the design in any drawings or documents produced by the Designer remains the intellectual property of the Designer. Upon receipt of all fees owed to the Designer, the Designer licenses the client to use the drawings and/or other documents for the site for which they were specifically produced. The Client agrees not to reproduce the Designs or drawings for any other purpose without the prior written consent of the Designer.

CONFIDENTIAL INFORMATION

Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except with the prior written consent of the other party, as may be necessary to perform its obligations under the Design Proposal or Project Schedule or as may be required by law.

PUBLICITY, SOCIAL MEDIA, ADVERTISING etc



The Designer reserves the right to photograph the project at various stages for publication on the Designer's website, online media platforms, in magazines or other publications. The Designer agrees to protect the anonymity of its Client at all times. The Client will ensure that the Designer is given credit for the Design Services provided by the Designer and agrees that prior consent by the Designer is required before referring to the Designer in any publication. Subject to the Client's consent, exterior signage identifying The VM Style Group as the Designer may be temporarily erected during the Project.

DRAWINGS AND PLANS etc

If applicable, any drawings are to be certified by the builder for the Project. All dimensions and site conditions must be checked prior to the commencement of any work, the purchase or ordering of any materials, fittings etc. Any discrepancies shall be referred to the Designer for clarification.

INDEMNITY FOR LIABILITY TO THIRD PARTIES

The Client releases the Designer from all liabilities, claims, costs and expenses collectively referred to as "Loss" (including any GST paid or payable by the Client) incurred by the Client which is related to, arises out of, or is in any way associated with the Design Consultancy Services or this Agreement, including any claims by any third parties.

The Client indemnifies the Designer against all liabilities, claims, costs and expenses collectively referred to as "Loss" (including any GST payable by the Designer on amounts paid by the Client under this indemnity) incurred by the Designer in respect of any claim by a third party which is related to, arises out of, or is in any way associated with the Design Services or this Agreement.

The Client acknowledges, and the Designer is not liable for the work undertaken by any third-party professionals (such as a professional picture hanger) to assist the Designer. Upon agreeing with the Designer that a third-party professional is needed, the Designer will organise a time for the services to be provided and arrange payment. Whilst the Designer only recommends professionals they have used in the past, the Designer is not in any way responsible for any damage caused by third party contractors.

SEVERANCE

If any provision of this Agreement is held to be illegal, unenforceable, or otherwise invalid, such provision shall be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

RELATIONSHIP OF THE PARTIES

The Designer will provide the Design Services as an independent contractor, not an employee of Client or any company affiliated with the Client. This Agreement does not create a partnership, joint venture or other relationship.

Neither party has the right, power or authority to oblige or bind the other in any manner, except as expressly stated in this Agreement. Where the Client consists of two or more persons, companies and/or trusts, this Agreement shall bind them jointly and each of them severally.

DISPUTE RESOLUTION

The Designer reserves the right to seek compensation from the Client for any loss suffered pursuant to this Agreement. This includes payment of all costs incurred by the Designer up to and including the date the Client terminates the Agreement or breaches the terms of the Payment Schedule and the loss of profits arising as a result of the breach.

If there is a dispute relating to the Design Services or this Agreement, the parties will submit to and participate in mediation before having recourse to any other dispute resolution process.

The nature of the dispute must be put in writing and given to each party (Notice of Dispute).

The parties must use their best endeavours to settle the dispute promptly. If the dispute is not resolved within 30 days of the date the Notice of Dispute is provided to both parties, the parties may appoint a mediator to resolve the dispute. If a mediator cannot be agreed upon, either party may request the Australian Commercial Disputes Centre (ACDC) to appoint a mediator.

The mediation will be conducted in accordance with the ACDC Mediation Guidelines and the parties shall both be responsible for the cost of mediator in equal shares, unless agreed otherwise.