

**Styling Agreement: BOWERBIRD x STOCKLAND "STYLING FOR KEEPS"**

This is an agreement made between Bowerbird Interior Styling Group Pty Ltd ACN 165 367 626 of 42 McCauley Street, Matraville NSW 2036 ("Bowerbird") and the person or persons named in Item 1 of the Schedule ("Client"). The Agreement is made and comes into effect on the date it is accepted by the Client.

**1. What Bowerbird agrees to do under this Agreement**

1.1 Bowerbird shall do the following:

- (a) Source and procure Goods on behalf of the Client.
- (b) Provide Property Styling services to the Client at the Premises in accordance with the terms of this Agreement.
- (c) Ensure that the Goods provided by Bowerbird under this Agreement are covered by a current insurance policy covering loss or damage until the point they are Installed at the Premises.
- (d) Deliver the Goods to the Premises as required.

**2. What the Client agrees to do under this Agreement**

2.1 The Client must do the following:

- (a) Provide unrestricted access for Bowerbird to the Premises during normal business hours in accordance with this Agreement.
- (b) Pay or Direct Stockland Development Pty Limited to pay Bowerbird's Fees, and any other charges by the due date and otherwise strictly in accordance with this Agreement.
- (c) Pay or Direct Stockland Development Pty Limited to pay any tax invoice rendered by Bowerbird under this Agreement.

**3. Contract Price and Payment Terms**

3.1 The Client must pay or Direct Stockland Development Pty Limited to pay the Contract Price for supplying the Goods.

3.2 The Contract Price must be paid by direct debit to Bowerbird's nominated bank account.

3.3 The Contract Price is due and payable to Bowerbird in two parts:

- (a) 50% on acceptance of this Agreement and prior to Bowerbird securing any of the items from its suppliers.
- (b) 50% no later than (3) Business Days before the scheduled installation date.

3.4 The Contract Price is non-refundable and non-adjustable once this Agreement has been accepted by the Client and the Goods installed in the Premises.

**4. Delivery, Installation and Collection of Goods**

4.1 The Client or a nominated agent must arrange access for Bowerbird to the Premises for the delivery of the Goods.

4.2 The Client and Bowerbird shall mutually agree to the day and time for the delivery of the Goods.

4.3 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 Bowerbird.

4.4 In the event that Bowerbird is unable to gain access for any reason, the Client shall pay all additional costs incurred by Bowerbird for the re-delivery of the Goods and Bowerbird may invoice the Client for such costs, which are payable within five (5) Business Days of the Client's receipt of the applicable tax invoice.

4.5 In relation to the installation of any Artwork, the Client acknowledges that any holes, nails or any other fixtures used by Bowerbird to hang the Artwork will be permanent and shall not be required to be rectified by Bowerbird.

4.6 Bowerbird shall not be liable to the Client in respect of any damage caused as a result of hanging the Artwork.

**5. Property Styling Service**

5.1 When Goods are provided by Bowerbird to the Client in accordance with this Agreement, all Goods including accessories are provided at Bowerbird's discretion and no changes or substitutes to the Goods selected will be made except with the consent of Bowerbird.

**6. Limitations on Liability of Bowerbird and Exclusions of Liability**

- 6.1 The only contractual warranties provided by Bowerbird are the statutory ones provided under the Australian Consumer Law that are implied into this Agreement and cannot be excluded by Bowerbird.
- 6.2 The Client shall not make any claim against Bowerbird for damages in respect of property or personal injury sustained as a result of any Goods staged on the Premises.

**7. Insurance and lost, stolen or destroyed Goods**

- 7.1 The Client acknowledges that Bowerbird's insurance policy will only cover damage, destruction or loss of the Goods while the goods are in Bowerbird's possession.
- 7.2 The Client is liable for any damage, destruction or loss of the Goods following delivery and installation of the Goods to the Premises.

**8. Cancellation or Postponement of Installation of Goods**

- 8.1 If the Client cancels this Agreement no less than five (5) Business Days prior to the due date of installation, a cancellation fee applies and comprises 50% of the Contract Price.

**9. Notices**

- 9.1 Any notice given by Bowerbird in connection with this Agreement must be in writing and sent by email to the Client's address as specified in Item 4 of the Schedule.

**10. Applicable Law**

- 10.1 The applicable law of this Agreement is the law of the State of New South Wales, Australia

**11. Definitions and Interpretation**

11.1 Definitions –

In this Agreement –

“Agreement” means the Schedule; these Terms and Conditions and any other agreements or arrangements between Bowerbird 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 Item 6 of the Schedule.

“Goods” means the furniture, Artwork and accessories, supplied by Bowerbird to the Client under this Agreement as listed in Annexure A to this Agreement.

“Premises” means the location of the Client's property being styled, as specified in Item 3 of the Schedule.

“Property Styling” means the display and arrangement of Goods at the Client's Premises.

“Client” means the registered owner of the Premises, being the person specified in Item 1 of the Schedule.

11.2 Interpretation -

In this Agreement, unless the context otherwise requires:

(a) a reference to:

- (i) one gender includes the others;

(ii) the singular includes the plural and the plural includes the singular;

(iii) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority; and

(iv) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns.

(b) unless expressly stated, no party enters into this Agreement as agent for any other person (or otherwise on their behalf or for their benefit);

(c) headings and the table of contents are for convenience only and do not form part of this agreement or affect its interpretation;

(d) a cross reference to a clause number is a reference to its sub-clauses;

(e) if the last day for doing an act is not a Business Day, the act must be done instead on the next Business Day;

(f) where there are two or more persons in a party each are bound jointly and severally; and

(g) 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.

**Schedule**

- 1. Client Name: Opportunity.Client
- 2. Client home address: Opportunity.Client.Home Address
- 3. Premises to be styled: Opportunity.Property Address
- 4. Client email: Opportunity.Client.Email
- 5. Client mobile: Opportunity.Client.Mobile
- 6. Contract price: Opportunity.Accepted Price

By signing, I confirm that I am authorised to enter into this agreement and that I have read and understand the terms and conditions herein.

Client Signature Block

Client Name

Date

Bowerbird Signature Block

Bowerbird Name

Date

**ANNEXRE A - GOODS**