



GENERAL SERVICES AGREEMENT

SERENITY HOMESTYLING

V1.1 2024

1. Service Agreement Parties

This Service Agreement (the "Agreement") is between you, "the Client" and Serenity Home Styling ABN 30846590317 (the "Service Provider") for the provision of home styling, staging and decorating services.

For the avoidance of any doubt, the name or entity information included and accepted within any quote or invoice issued by Serenity Home Styling represents "the Client".

2. Recitals.

- a) The Service Provider offers the provision of interior design, home styling, staging and decorating services and the sale of interior design packages.
- b) The Client wishes to engage the Service Provider to perform the Services.
- c) Both Parties agree to the terms of this Agreement set out below.

3. Term

- a) This Agreement commences on the date it is signed by both parties and will be effective for the duration of the Services.
- b) The start date and end date of the Services will be agreed in writing prior to the performance of the Services.

4. Relationship

The Parties' relationship is one of client and independent contractor, not employer and employee, agency or partnership.

5. Service Provider Warranty

The Service Provider warrants that:

- a) it has the authority to enter into this Agreement with the Client; and
- b) it possesses the necessary skill and capability to perform the Services and that it shall provide the Services with due care and diligence and to a standard expected of a provider within the home staging and styling industry.

The Client warrants that:

- a) it has the authority to enter into this Agreement with the Service Provider; and
- b) it will provide the Service Provider with the necessary information and access to the relevant property to enable the provision of the Services in accordance with this Agreement.

6. Statement of Work

- a) The Client may request the Services under the Agreement by requesting the Service Provider to prepare a proposed Statement of Work (SOW). A SOW may be issued by the Service Provider to the Client in the form of a Quote or as a specific SOW shall be considered to be one and the same. Once agreement is reached in relation to a SOW, the Services will be provided in accordance with the terms of this Agreement and the SOW.
- b) Each SOW must be agreed in writing by both Parties and must be in the form required by the Service Provider.
- c) The terms and conditions of this Agreement will succeed any dispute or inconsistency with an agreed SOW.

7. The Services

The Service Provider agrees to provide home-styling, staging and decorating services to the Client (the "Services") as requested by the Client. The Service Provider shall provide the Services to The Client as requested under a SOW in accordance with this Agreement during the Term.

The Services relevant to this Agreement include:

- i. Interior design consultancy.
- ii. Property styling and staging.
- iii. Style to buy packages.

8. Fees

- a) The Client agrees to pay the Service Provider a fee for the Services, as agreed upon in writing prior to the commencement of the Services.
- b) The Client will make payment in full to the Service Provider at such time and in the manner specified in each SOW.
- c) Unless expressly stated to the contrary, all amounts under this Agreement and any SOW are exclusive of GST.
- d) Where The Client wishes to accept and use Elepay pay later credit option, The Client authorises The Service Provider to receive the approved amount by Elepay and directs The Service Provider to use that approved amount in accordance with the terms of this Agreement as full or part payment of the cost of The Services.

9. Ownership of Furnishing and Materials

All furnishings, furniture and materials used in the performance of the Services shall remain the property of the Service Provider unless otherwise expressly agreed between the Parties.

- a) The Client is responsible for the return of the furnishings, furniture, goods and materials used in the performance of the Services and placed within the Client's property in the same condition as they were provided, subject to ordinary and reasonable wear and tear.
- b) The Client is responsible for the cost of replacement of any lost, stolen or damaged furnishings, furniture, goods and materials used in the performance of the Services that are placed within the Client's property at the sole cost of the Client.

10. Access to the Property

The Client agrees to provide The Service Provider and its representatives or agents, with reasonable access to The Client's property where The Services are being performed and or where any furniture, furnishings, goods or materials of The Service Provider are being kept for The Client in order to inspect, remove, place or otherwise manage in the sole discretion of The Service Provider.

11. Service Provider Background Intellectual Property (IP)

- a) The Service Provider grants to the Client a limited, non-exclusive, non-transferable, revocable license for the term of the Services to its relevant Background IP solely as necessary for the Client to utilise the Services provided by the Service Provider.
- b) For the avoidance of any doubt, Background IP includes but is not limited to all designs, methods, processes, systems and documents created by the Service Provider.

12. New Intellectual Property (IP)

- a) All New IP will be owned by, vest in, and to the extent required, be assigned to the Service Provider upon its creation.
- b) The Service Provider grants to the Client a non-exclusive, non-transferable, irrevocable, royalty-free license to use the New IP for the term of the Services and for the sole purpose of the Client utilising and enjoying the Services provided by the Service Provider.
- c) For the avoidance of any doubt, Background IP includes but is not limited to all designs, methods, processes, systems and documents created by the Service Provider.

13. Liability

The Service Provider is not liable for any loss or damage caused by any person employed or otherwise engaged by the Service Provider in the provision of the Services whatsoever.

14. Liability and indemnity

Both Parties indemnify, and will keep indemnified, the other party, its related entities, directors, officers, agents and personnel (Indemnified Person) against:

- a) claims against any Indemnified Person; or
- b) loss or damages suffered by any Indemnified Person, arising from or in connection with:
 - i. any personal injury, death to any person or damage to any property caused or contributed to by a breach of the obligations in the Agreement;
 - ii. any fraud, negligence, reckless or wilful act or omission by either party (and any of its Personnel);
 - iii. reputational damage expressly arising from breach of the Agreement.

15. Insurance

The Client shall hold appropriate Public Liability Insurance and Contents Insurance for the protection of any goods, materials or products placed within the Client's property in the course of the provision of the Services by the Service Provider. The Service Provider may request, and the Client shall provide a copy of the current certificate of coverage and may refuse to provide The Services, or discontinue The Services where appropriate insurance coverage is not in place at the reasonable discretion of The Service Provider.

16. Confidentiality

- a) The Client will maintain the confidentiality of all information relating to the Service Provider's business operations, creative ideas and other confidential information, including the Services, unless otherwise agreed in writing between the Parties.
- b) The Service Provider will maintain the confidentiality of all personal information relating to the Client unless otherwise required by law to release that information, or as agreed in writing between the Parties.

17. Cancellation

- a) The Client may cancel the requested Services at any time by providing a minimum of two (2) business days written notice to the Service Provider.

- b) In the event of cancellation, the Client shall pay the Service Provider for the Services already provided up until the time of cancellation or at the sole discretion of the Service Provider, the Client may be offered a credit for the Service performed.

18. Termination

- a) Either Party may terminate this Agreement by providing 5 business days written notice.
- b) In the event of termination by the Client, the Client shall pay the Service Provider for the Services already provided up until the time of cancellation.
- c) In the event the Client breaches this Agreement or a term of an agreed SOW, the Client agrees to pay the Service Provider's costs, within 7 days of receiving an invoice, incurred in remedying the breach, including but not limited to the recovery of transport and collection fees, repair fees, unpaid fees, legal costs, filing fees and administrative costs.

19. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Queensland and the parties agree to submit to the exclusive jurisdiction of the courts of Queensland.

20. Entirement Agreement

This Agreement sets forth the entire agreement between the parties regarding the Services and supersedes all prior discussions and agreements between the parties.

21. Variation of this Agreement

This Agreement shall not be varied without the joint agreement, in writing, of both Parties.

22. Severance

If any provision of this Agreement is held to be invalid, illegal or unenforceable under any applicable law or court decision, such provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the provision shall be severed, and the remaining provisions of this agreement shall remain in full force and effect to the maximum extent permitted by law.

23. Counterparts

This agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Copies of the executed Agreement transmitted electronically (e.g., by email, PDF or SMS) shall be treated as originals for all purposes of this Agreement.

24. Acceptance & Execution

The Client accepts and agrees with the terms and conditions of this Agreement by accepting a Quote or a SOW issued by The Service Provider to The Client; or by expressly advising The Service Provider that it accepts, or by continuing to request that The Service Provider provide The Client services.