GOLDPAC PTY LTD
HOME STAGING SERVICES
STANDARD TERMS AND CONDITIONS

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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Terms and Conditions:

(a) "Service Provider" means Goldpac PTY LTD (ABN: 45 679 634 130), a company registered in Australia with registered address at Unit 601, 7 Oscar Street, Chatswood NSW 2067.

(b) "Client" means the person or entity identified in the Service Order who has engaged the Service Provider for staging services.

(c) "Property" means the residential property to be staged, as specified in the Service Order.

(d) "Service Order" means the document that specifies the particular project details including Client information, Property address, dates, pricing, and special terms.

(e) "Rented Items" means all furniture, accessories, artwork, and decorative items provided by the Service Provider for staging the Property, as listed in the Furniture List attached to the Service Order.

(f) "Rental Period" means the period specified in the Service Order during which the Rented Items will remain at the Property.

(g) "Normal Wear and Tear" means minor deterioration that occurs naturally from staging use, as defined in Section 6.2.

(h) "Business Day" means a day other than Saturday, Sunday, or a public holiday in New South Wales, Australia.

1.2 Interpretation

(a) Headings are for convenience only and do not affect interpretation.

(b) Words in singular include plural and vice versa.

(c) References to clauses and appendices are to clauses and appendices of these Terms.

(d) References to "writing" include email unless otherwise specified.

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2. SERVICES AND SCOPE

2.1 Standard Staging Services

The Service Provider will provide professional home staging services for the Property, comprising:

(a) Consultation and Design

- Initial consultation to understand the Property's style and target market
- On-site assessment (if required) to evaluate the space
- Development of a tailored staging and design plan

(b) Furniture and Accessories

- Selection of furniture, artwork, and decorative accessories suitable for the Property
- Rental of selected items for the duration of the Rental Period

(c) Delivery and Installation

- Complete transportation and delivery of all Rented Items to the Property
- Professional setup and arrangement according to the approved design plan
- Styling and decorative arrangement to optimize visual appeal

(d) Removal

- Dismantling and removal of all Rented Items at the end of the Rental Period
- Return transportation to Service Provider's premises

2.2 Service Quality Standards

(a) The Service Provider will deliver services in a professional and workmanlike manner consistent with industry standards in New South Wales.

(b) All Rented Items will be clean, in good condition, and fit for staging purposes at the time of installation.

(c) The Service Provider will complete installation within the timeframe specified in the Service Order, subject to force majeure events.

2.3 Optional Additional Services

The Service Provider may offer additional services not included in the standard staging package, including but not limited to:

- Professional photography and videography
- 3D virtual tours and floor plans
- Property cleaning and minor repairs
- Extended design consultations

These optional services require a separate written agreement and additional payment. Details and pricing will be specified in the Service Order or a separate quotation.

2.4 Client Acceptance

(a) Upon completion of installation, the Client must inspect the staged Property and the condition of all Rented Items.

(b) Any material deviations from the agreed design plan, or any damaged or defective items, must be reported to the Service Provider in writing within **48 hours** of installation.

(c) The Service Provider will rectify any reported deficiencies within **5 business days** at no additional cost to the Client.

(d) If the Client does not report any issues within 48 hours, the installation will be deemed accepted as satisfactory.

(e) If the Client refuses to accept the installation without reasonable cause (despite the Service Provider offering to rectify any legitimate issues), the services shall be deemed accepted **3 business days** after the Service Provider provides written notice of deemed acceptance.

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3. PAYMENT TERMS

3.1 Pricing

The total fee for staging services will be specified in the Service Order and consists of:

(a) Base staging fee (calculated based on property size and scope of services)

(b) GST at the prevailing rate (currently 10%)

(c) Any optional additional services (if agreed)

3.2 Deposit (if applicable)

(a) If specified in the Service Order, the Client must pay a deposit to confirm the booking.

(b) The deposit amount and payment deadline will be stated in the Service Order.

(c) The deposit is non-refundable except:

- If the Service Provider cancels the booking due to its inability to perform; or
- As otherwise required by applicable Australian consumer protection law

(d) The deposit covers the Service Provider's upfront costs including design work, scheduling, and resource allocation.

3.3 Final Payment

(a) The balance of the total fee must be paid by the due date specified in the invoice issued by the Service Provider.

(b) Standard payment terms are 30-60 days from the installation date unless otherwise specified in the Service Order.

(c) Payment may be made by bank transfer, credit card, or other methods accepted by the Service Provider.

3.4 Late Payment

If the Client fails to pay by the due date:

(a) Grace Period: The Service Provider will provide **7 days written notice** before applying any late payment charges.

(b) Interest: After the grace period, interest will accrue on the outstanding amount at the rate of **1.2% per month (14.4% per annum)**, or **8% per annum above the Reserve Bank of Australia's official cash rate**, whichever is **lower**.

(c) Accrual: Interest accrues monthly from the original due date until full payment is received.

(d) Payment Plan: If the Client is experiencing genuine financial hardship, they may request a payment plan in writing at least **5 days before** the due date. The Service Provider may agree to a payment plan at its discretion.

3.5 Security Deposit (if applicable)

(a) Requirement: At the Service Provider's discretion, the Client may be required to pay a refundable security deposit before furniture installation, as specified in the Service Order.

(b) Amount: The security deposit (if required) is typically **20-30% of the total replacement value** of the Rented Items as listed in Appendix B.

(c) Purpose: The security deposit secures the Client's obligations regarding:

- Damage to Rented Items beyond normal wear and tear
- Loss or theft of Rented Items
- Late return fees
- Excessive cleaning costs

(d) Use of Deposit:

- The Service Provider may deduct from the security deposit for any breaches or costs outlined in clause (c)
- Deductions may be made without prior notice if the Client materially breaches these Terms
- The Client will be notified in writing of any deductions

(e) Return: The security deposit (or remaining balance after deductions) will be returned to the Client within **14 days**after:

- Furniture removal is completed; AND
- Final inspection confirms no damage or other charges

(f) Top-Up: If the security deposit is partially used during the Rental Period, the Service Provider may require the Client to replenish the deposit within **7 days** of written notice.

(g) No Interest: The Service Provider is not required to pay interest on security deposits held.

3.6 Remedies for Non-Payment

(a) Non-Interference with Property Marketing: The Service Provider will not unreasonably delay furniture removal solely due to late payment if such delay would materially interfere with the Client's ability to market or sell the Property, provided the delay in payment does not exceed **30 days** from the due date.

(b) Legal Action: Before commencing legal proceedings to recover unpaid amounts, the Service Provider will:

- Provide written demand for payment; AND
- Allow the Client a minimum of **14 days** to respond or arrange payment

(c) Costs: If legal action is necessary to recover unpaid amounts, the prevailing party shall be entitled to recover reasonable legal costs and expenses as permitted by law.

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4. RENTAL PERIOD AND RETURN

4.1 Rental Period

(a) The standard Rental Period is **8 weeks** from the installation date unless otherwise specified in the Service Order.

(b) The Installation Date and Rental End Date will be specified in the Service Order.

4.2 Rental Extensions

(a) Request: If the Client wishes to extend the Rental Period beyond the date specified in the Service Order, the Client must provide **written notice at least 7 days** before the Rental End Date.

(b) Extension Fees:

- Weeks 1-4 of extension: **AUD $150 per week per room** staged
- Weeks 5+ of extension: **AUD $200 per week per room** staged

(c) Payment: All extension fees must be paid **in advance** before the extension period begins.

(d) Approval: Extensions are subject to availability and the Service Provider's approval.

4.3 Late Return

If the Client fails to make the Rented Items available for collection on the agreed return date:

(a) Notice Period: The Service Provider will provide **3 days written notice** to the Client before late fees begin to accrue.

(b) Late Fees: From day 4 onwards after the Rental End Date, a late return fee of **AUD $100 per day** will apply.

(c) Continued Accrual: Late fees continue to accrue daily until all Rented Items are returned or removed by the Service Provider.

4.4 Furniture Removal

(a) Timing: The Service Provider will remove all Rented Items within **5 business days** after the Rental End Date specified in the Service Order, regardless of payment status.

(b) Clarification: Furniture removal is not contingent upon receipt of payment. The Service Provider will collect its property (the Rented Items) promptly at the end of the Rental Period to make them available for other clients. Outstanding payment obligations remain enforceable under Section 3.

(c) Coordination: The Service Provider will contact the Client at least **3 business days** before the scheduled removal to confirm access arrangements.

(d) Client Obligations: The Client must:

- Ensure the Property is accessible on the scheduled removal date and time
- Ensure all Rented Items are in the same locations as installed and available for collection
- Provide reasonable assistance with access (keys, building access codes, etc.)

(e) Client Unavailability: If the Client is unavailable on the scheduled removal date without providing reasonable prior notice (at least **2 business days**), any additional costs incurred by the Service Provider (including return visits, storage fees, or additional labor) will be charged to the Client.

(f) Delay by Service Provider: If removal is delayed beyond the timeframe in clause 4.4(a) due to the Service Provider's fault (and not due to Client unavailability, force majeure, or other circumstances beyond the Service Provider's control), the Client may claim actual documented damages, **capped at AUD $500 in total**.

4.5 Early Removal

If the Client requests early removal of the Rented Items before the Rental End Date:

(a) The Client must provide at least **7 days written notice**.

(b) No refund of the staging fee will be provided for early removal, as the full Rental Period has been reserved for the Client.

(c) The Service Provider will schedule removal within **5 business days** of the request, subject to availability.

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5. CLIENT RESPONSIBILITIES

5.1 Care and Maintenance

The Client must:

(a) Treat all Rented Items with reasonable care appropriate for staging purposes.

(b) Protect Rented Items from:

- Water damage, stains, spills, and excessive soiling
- Scratches, dents, burns, tears, and other physical damage
- Sun fading (by using blinds, curtains, or window coverings during peak sunlight hours)
- Odors (including cooking odors, smoke, and pet odors)

(c) Maintain the Property in a reasonably secure condition to prevent theft or vandalism of Rented Items.

(d) Immediately report any damage, loss, or theft to the Service Provider within **24 hours** of discovery.

5.2 Prohibited Uses and Actions

The Client must NOT:

(a) Residential or Commercial Use:

- Use any Rented Items for residential living, storage, or any commercial purpose other than property staging and display to prospective buyers or tenants

(b) Unauthorized Relocation:

- Move furniture or accessories between different rooms
- Relocate items to balconies, garages, storage areas, or any location other than where they were originally installed
- Disassemble, alter, modify, or reconfigure any Rented Items without prior written consent from the Service Provider

(c) Permitted Minor Adjustments:

The following minor adjustments are permitted without prior consent:

- Moving small accessories (under 5kg) a maximum of 1 meter from their original position for cleaning purposes only, provided items are returned to their exact original position within 2 hours
- Opening and closing drawers or doors that are part of functional furniture pieces

(d) Removal from Property:

- **Under no circumstances** may any Rented Items be removed from the Property address specified in the Service Order

5.3 Consequences of Prohibited Actions

(a) Unauthorized Relocation within Property:

- Each instance: **AUD $250 repositioning fee** plus any costs to repair damage caused by the relocation

(b) Removal from Property:

- Unauthorized removal of any Rented Items from the Property constitutes a material breach of this agreement

- The Client will be liable for the **full replacement cost** of all removed items (as specified in Appendix B) plus the Service Provider's reasonable expenses to recover or replace the items
- The Service Provider may immediately terminate this agreement in accordance with Section 8

5.4 Property Access

(a) Inspections: The Service Provider may conduct reasonable inspections of the Property with **24 hours written notice**(by email or SMS) to verify that Rented Items are being cared for properly and these Terms are being complied with.

(b) Photographic Updates: The Client must provide photographic updates of the staged rooms upon the Service Provider's request, within **48 hours** of the request.

(c) Removal Access: The Client must allow the Service Provider access to the Property on the scheduled removal date and time.

5.5 Property Security

The Client must maintain reasonable security measures appropriate for the property type and location, including:

(a) Ensuring the Property has functioning locks on doors and windows

(b) Not leaving the Property completely unsecured for extended periods (more than 48 hours)

(c) Activating any alarm systems (if present) when the Property is unoccupied

(d) Promptly notifying the Service Provider of any security breaches, break-ins, or unauthorized access to the Property

5.6 Third-Party Contractors

(a) Client Responsibility: The Client is responsible for selecting, instructing, and supervising any third-party contractors (including cleaners, maintenance workers, inspectors, photographers, or other service providers) who access the Property during the Rental Period.

(b) Notification: The Client must inform all third parties that the furniture and accessories in the Property are rented staging equipment and must be treated with appropriate care.

(c) Damage by Third Parties: The Client is liable for any damage to Rented Items caused by third parties, unless:

- The damage was caused by the third party's criminal conduct (e.g., vandalism, theft) that was entirely beyond the Client's reasonable control; AND
- The Client can demonstrate they took reasonable security precautions

(d) Service Provider Recommendations: The Service Provider may, as a courtesy, recommend third-party service providers (such as cleaners or photographers). However:

- The Client is under no obligation to use recommended providers
- Any contract with a recommended provider is directly between the Client and that provider
- The Service Provider is not responsible for the performance, quality, or conduct of any recommended third party
- The Client must conduct their own due diligence before engaging any third party

5.7 Property Readiness and Aborted Delivery

(a) Obligation: The Client must ensure that the Property meets all readiness conditions confirmed in the Service Order (Property Readiness Checklist, Section 10) on the Installation Date.

(b) Aborted Delivery Fee: If the Service Provider's team arrives at the Property on the Installation Date and is unable to proceed with installation due to the Property failing to meet the readiness conditions (including but not limited to: incomplete construction or renovation works, presence of building debris or excessive soiling, missing or non-functional windows or doors, unavailable truck access, non-operational lift, disconnected utilities, or presence of tradespeople), the Client will be charged a non-refundable Aborted Delivery Fee of AUD $600 (inc. GST).

(c) This fee covers the Service Provider's costs including

labour, vehicle, and time. Payment is due within 7 days of invoice. The Service Provider may reschedule installation subject to availability and receipt of this fee.

5.8 Rescheduling Fee

(a) If the Client requests to change the Installation Date with at least 5 Business Days' written notice prior to the scheduled Installation Date, no fee applies.

(b) If the Client requests to change the Installation Date with less than 5 Business Days' written notice, or if rescheduling is required as a result of an Aborted Delivery under clause 5.7, a Rescheduling Fee of 20% of the Base Staging Fee (ex GST) will be charged.

(c) Rescheduling is subject to the Service Provider's availability. The Service Provider is not obligated to reschedule within any specific timeframe.

(d) All Rescheduling Fees are due within 7 days of invoice.

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6. DAMAGE AND LIABILITY

6.1 Client Liability for Damage

(a) General Liability: The Client is liable for all damage to, loss of, or theft of Rented Items that occurs during the Rental Period, except where the Client can prove by clear evidence that such damage, loss, or theft was caused by:

- Manufacturing defects present at the time of installation and documented in the initial condition report
- Natural disasters or force majeure events as defined in Section 9.3
- Criminal acts by unknown third parties where a police report was filed within 24 hours

(b) Burden of Proof: The burden of proving that damage falls within the exceptions in clause (a) rests entirely with the Client. In the absence of such proof, Client liability is presumed.

6.2 Normal Wear and Tear

(a) Definition: "Normal wear and tear" means minor deterioration that occurs naturally when Rented Items are used solely for staging purposes during the standard Rental Period.

(b) Examples of Normal Wear and Tear (Client NOT liable):

- Light surface dust accumulation
- Minor fabric impressions from normal display use
- Slight loosening of cushion covers from photography handling
- Minor scuff marks less than 2cm on furniture legs from moving for cleaning

(c) Examples of Damage Beyond Normal Wear (Client LIABLE):

- Any stains (food, beverage, cosmetics, ink, or other substances)
- Scratches, dents, or marks longer than 2cm
- Burns, tears, or holes of any size
- Missing hardware, accessories, or components
- Odors requiring professional cleaning (smoke, cooking, pets, dampness)
- Pet hair or pet-related damage (pets are not permitted during staging)
- Sun fading from failure to close blinds or curtains
- Water damage from leaving windows open during rain or other preventable causes

6.3 Damage Assessment Process

(a) Documentation: All Rented Items will be photographed or video recorded by the Service Provider at the time of installation and removal, in accordance with Appendix A (Furniture Condition Report Protocol).

(b) Initial Inspection: The Client has the right to inspect and photograph all Rented Items at the time of installation. Any pre-existing damage must be noted immediately.

(c) Final Inspection: The Service Provider and Client (or Client's authorized representative) should conduct a joint inspection at the time of furniture removal to identify any new damage.

(d) Damage Claims: If damage is identified:

- The Service Provider will provide photographic evidence and a written assessment
- For damage claims exceeding **AUD $500**, the Service Provider will obtain a professional assessment or quotation for repair/replacement
- The Client has **48 hours** to respond to the damage claim and may provide counter-evidence
- If the parties cannot agree, an independent third-party assessment may be obtained (costs shared equally)

(e) Disputed Damage: If the Client is unavailable for the final inspection after reasonable notice (at least 24 hours), the Service Provider's photographic assessment becomes conclusive evidence of the condition, subject to the Client's right to dispute within 48 hours of receiving the assessment.

6.4 Replacement Costs and Liability Cap

(a) Calculation: Replacement costs for damaged or lost items will be calculated according to the Damage and Replacement Schedule in Appendix B.

(b) Valuation Method: Replacement costs are based on:

- Current retail price of an identical or comparable item in Australian retail stores; OR
- If the identical item is no longer available, the Service Provider's original purchase price (with supporting invoice or receipt)

(c) Depreciation: For items over 12 months old at the time of installation, replacement costs may be calculated at depreciated value rather than new replacement cost, at the Service Provider's discretion.

(d) Liability Cap: The Client's total liability for damage and loss under this agreement shall not exceed the **lesser of**:

- The full replacement value of all damaged or lost items (as calculated in Appendix B); OR
- **Three times the total contract value** specified in the Service Order

6.5 Security Deposit Application

(a) If a security deposit has been paid (as specified in Section 3.5), the Service Provider may deduct damage costs, late fees, and other charges directly from the security deposit.

(b) If damage costs exceed the security deposit, the Client remains liable for the balance.

(c) The Service Provider will provide an itemized statement of all deductions within **7 days** of furniture removal.

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7. INTELLECTUAL PROPERTY AND MARKETING

7.1 Ownership of Visual Content

(a) All visual content created by the Service Provider or its contractors during the provision of services (including professional photography, videography, 3D renderings, floor plans, and marketing materials) remains the intellectual property of the Service Provider.

(b) The Service Provider retains all copyright, trademark rights, and other intellectual property rights in such content.

7.2 Client's Usage Rights

(a) License Grant: Upon full payment of all amounts owing under the Service Order, the Client receives a **non-exclusive, perpetual, royalty-free license** to use the visual content for the following purposes only:

- Marketing and advertising the specific Property that was staged
- Listing the Property on real estate platforms, websites, and marketing materials
- Internal business use related to the sale or lease of the staged Property
- Portfolio use by real estate agents involved in the Property transaction

(b) Prohibited Uses: The Client may NOT use the visual content for:

- Marketing of properties other than the specific Property staged
- Commercial purposes unrelated to the sale/lease of the staged Property
- Resale, sublicensing, or distribution to third parties for their commercial use
- Modification that misrepresents the Service Provider's work
- Any use that directly competes with the Service Provider's business

(c) Attribution: Where reasonably practicable, the Client should credit the Service Provider when using visual content (e.g., "Styling by Goldpac").

7.3 Service Provider's Marketing Rights

(a) Marketing Use: The Service Provider retains the unrestricted right to use all visual content for:

- Portfolio and promotional materials
- Website galleries, social media, and online marketing
- Professional awards submissions and industry publications
- Training, educational materials, and case studies
- Advertising and business development

(b) Client Privacy: If the Client requests in writing (at the time of contract execution or within 7 days of installation), the Service Provider will:

- Blur or obscure any personal information, family photos, or sensitive details visible in visual content used for marketing

- Refrain from publishing the specific Property address in public marketing materials (general location such as "Cremorne, NSW" is acceptable)

(c) No Compensation: The Client is not entitled to any payment or compensation for the Service Provider's use of visual content for marketing purposes.

7.4 Content Delivery

(a) Visual content (if purchased as an optional service) will be delivered in web-ready formats suitable for online marketing.

(b) High-resolution versions will be provided upon request at no additional cost.

(c) The Service Provider will maintain backup copies of all content for a minimum of **12 months** after project completion.

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8. TERMINATION

8.1 Termination by Client

(a) Right to Terminate: The Client may terminate this agreement at any time by providing **7 days written notice** to the Service Provider.

(b) Consequences:

- The Client must pay for all services rendered up to the date of termination
- No refund of deposit or staging fees already paid
- The Client must pay a cancellation fee of **30% of the remaining contract value** if termination occurs:
    - After installation has been completed; AND
    - Before 50% of the Rental Period has elapsed
- No cancellation fee applies if termination occurs after 50% of the Rental Period has elapsed

(c) Early Removal: The Service Provider will remove furniture within **5 business days** of receiving the termination notice, subject to scheduling availability.

8.2 Termination by Service Provider

The Service Provider may terminate this agreement by providing **24 hours written notice** to the Client in the following circumstances:

(a) Material Breach: The Client commits a material breach of these Terms, including but not limited to:

- Unauthorized removal of Rented Items from the Property
- Use of Rented Items for residential living or prohibited purposes
- Repeated unauthorized relocation of items after warning
- Failure to maintain reasonable Property security resulting in theft or major damage
- Obstruction of Service Provider's access for scheduled inspections or removal

(b) Non-Payment: Payment is overdue by more than **30 days** and the Client has not responded to written demands or agreed to a payment plan.

(c) Safety Concerns: The Service Provider reasonably believes that Rented Items are at risk of significant damage, loss, or theft if they remain at the Property.

8.3 Consequences of Termination by Service Provider

If the Service Provider terminates this agreement due to Client's breach:

(a) Fees: All fees owing under the Service Order become immediately due and payable, including:

- Any unpaid staging fees
- Late payment interest
- Damage charges
- Early removal costs (minimum **AUD $300** if removal is required before scheduled date)

(b) No Refunds: No refund of any deposits or fees already paid.

(c) Security Deposit: The Service Provider may retain the full security deposit (if applicable) and apply it toward any amounts owing. If the security deposit does not cover all amounts owing, the Client remains liable for the balance.

(d) Proportional Refund Exception: If termination is due to non-payment only (not other breaches), and more than 50% of the Rental Period has elapsed, the Client may be entitled to a proportional refund of staging fees for the unused portion of the Rental Period, at the Service Provider's discretion.

8.4 Termination Due to Force Majeure

If either party is unable to perform their obligations due to force majeure events (as defined in Section 9.3) for more than **14 days**, either party may terminate this agreement by written notice without penalty. In such cases:

(a) The Client will pay for services rendered up to the date of termination on a pro-rata basis

(b) Any unused portions of fees (excluding deposit) will be refunded within 14 days

(c) The Service Provider will remove furniture as soon as reasonably practicable after the force majeure event concludes

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9. GENERAL PROVISIONS

9.1 Amendments to Agreement

(a) Any changes or amendments to this agreement (including these Terms or the Service Order) must be made in writing and signed by both parties.

(b) Verbal agreements or informal communications are not binding unless subsequently confirmed in writing by both parties.

(c) Email correspondence may constitute "writing" for the purposes of this clause, provided it clearly evidences agreement by both parties.

9.2 Confidentiality and Privacy

(a) Personal Data: The Service Provider will handle all personal data provided by the Client in accordance with the *Privacy Act 1988* (Cth) and applicable Australian privacy laws.

(b) Use of Data: Client personal data will only be used for:

- Fulfillment of this agreement
- Invoicing and payment processing
- Communication regarding services
- Legal compliance

(c) Disclosure: Client personal data will not be disclosed to third parties without the Client's express consent, except:

- Where required by law
- To contractors or suppliers directly involved in service delivery (under confidentiality obligations)
- For debt recovery purposes if payment is overdue

(d) Marketing: The Client's contact information will not be used for marketing purposes without separate opt-in consent.

9.3 Force Majeure

(a) Definition: "Force majeure" means any event or circumstance beyond a party's reasonable control, including but not limited to:

- Natural disasters (floods, fires, earthquakes, severe storms)
- Pandemics or public health emergencies
- War, terrorism, or civil unrest
- Government restrictions, lockdowns, or emergency orders
- Strikes or industrial action (not involving the party's own employees)

- Failure of essential utilities (power, water, telecommunications)

(b) Suspension of Obligations: If a party is prevented from performing their obligations due to force majeure:

- That party is excused from performance for the duration of the force majeure event
- The affected party must promptly notify the other party in writing, explaining the nature and expected duration of the event
- The affected party must use reasonable efforts to mitigate the impact and resume performance as soon as practicable

(c) Extension of Time: If a force majeure event delays the Service Provider's ability to install or remove furniture, the Rental Period and other timeframes will be extended by a period equal to the delay.

(d) Fees During Force Majeure: If the Rental Period is extended due to force majeure, no additional rental fees will be charged for the extension period caused by the force majeure event.

9.4 Dispute Resolution

(a) Negotiation: If a dispute arises, the parties agree to first attempt to resolve it through good faith negotiation within **10 business days** of one party notifying the other of the dispute.

(b) Mediation: If negotiation fails, the parties agree to attempt mediation before commencing legal proceedings. Mediation must:

- Be conducted by a qualified independent mediator
- Commence within **15 business days** of either party requesting mediation
- Have costs shared equally between the parties

(c) Legal Proceedings: If mediation fails or is inappropriate for the nature of the dispute, either party may commence legal proceedings in accordance with clause 9.5.

(d) Urgent Relief: Nothing in this clause prevents either party from seeking urgent interlocutory relief (such as injunctions) from a court where circumstances require immediate action.

9.5 Governing Law and Jurisdiction

(a) Applicable Law: This agreement is governed by and construed in accordance with the laws of **New South Wales, Australia**.

(b) Jurisdiction: The parties submit to the exclusive jurisdiction of the courts of New South Wales, and any courts that may hear appeals from those courts, for any legal proceedings arising from this agreement.

(c) Venue: Any legal proceedings will be brought in **Sydney, New South Wales**.

9.6 Entire Agreement

(a) This agreement (comprising these Standard Terms and Conditions and the Service Order) constitutes the entire understanding between the parties regarding the subject matter.

(b) This agreement supersedes all prior negotiations, representations, agreements, and understandings, whether written or oral.

(c) Each party acknowledges that they have not relied on any representation, warranty, or statement not expressly set out in this agreement.

9.7 Severability

If any provision of this agreement is found to be invalid, illegal, or unenforceable by a court or tribunal:

(a) That provision will be severed from the agreement

(b) The remaining provisions will continue in full force and effect

(c) The parties will negotiate in good faith to replace the severed provision with a valid provision that achieves, as closely as possible, the original commercial intent

9.8 Notices

(a) Method: Any notice required under this agreement must be in writing and may be delivered by:

- Email to the email address specified in the Service Order
- Hand delivery to the address specified in the Service Order
- Registered post to the address specified in the Service Order

(b) Deemed Receipt: A notice is deemed received:

- If sent by email: when the email enters the recipient's email system (unless the sender receives a bounce-back or delivery failure notification)
- If hand delivered: upon delivery
- If sent by registered post: 3 business days after posting

(c) Email Addresses:

- Service Provider: info@goldpac.com.au
- Client: as specified in the Service Order

(d) Change of Details: Either party may change their contact details by providing written notice to the other party.

9.9 Waiver

(a) No failure or delay by either party in exercising any right or remedy under this agreement constitutes a waiver of that right or remedy.

(b) A waiver of any breach does not constitute a waiver of any subsequent breach.

(c) A waiver is only effective if it is in writing and signed by the party granting the waiver.

9.10 Assignment

(a) Client: The Client may not assign, transfer, or subcontract any rights or obligations under this agreement without the prior written consent of the Service Provider.

(b) Service Provider: The Service Provider may assign or subcontract any of its rights or obligations under this agreement to:

- Related entities or subsidiaries
- Contractors or suppliers for the purpose of fulfilling services
- A purchaser of the Service Provider's business

(c) Notice: The Service Provider will notify the Client of any material assignment.

APPENDICES

APPENDIX A: FURNITURE CONDITION REPORT PROTOCOL

Purpose

This protocol establishes the procedure for documenting the condition of Rented Items at installation and removal, to provide clear evidence for determining liability for any damage.

A.1 Documentation at Installation

(a) Photographic/Video Record:

Within **48 hours** after installation, the Service Provider will:

- Take dated photographs and/or video recordings of all Rented Items in their installed positions at the Property
- Capture overall room views and close-up images of individual items
- Document any pre-existing marks, wear, or imperfections visible at installation
- Upload all records to a secure online folder (e.g., Google Drive)

(b) Client Access:

- A link to the photo/video records will be provided to the Client by email within **48 hours** of installation
- The Client should review the records and notify the Service Provider within **5 business days** if they dispute the accuracy of the condition documentation

(c) Deemed Acceptance:

If the Client does not raise a written objection within **5 business days** of receiving the link, the photographic/video records will be deemed accepted as an accurate representation of the condition of Rented Items at installation.

A.2 Documentation at Removal

(a) Final Photographic/Video Record:

Before dismantling and removing furniture, the Service Provider will:

- Take dated photographs and/or video recordings of all Rented Items at the Property

- Document the condition of items, noting any new damage, wear, or changes since installation
- Upload records to the same secure online folder

(b) Joint Physical Inspection (Recommended):

Where practical, the Service Provider and Client (or Client's authorized representative) should conduct a joint inspection at removal:

- Both parties inspect each item together
- Any damage or disputes are noted immediately
- Both parties sign an inspection report acknowledging the condition
- Any items in dispute may be photographed separately for independent assessment

(c) Client Unavailable:

If the Client is unavailable for joint inspection after receiving **24 hours notice** of the removal date:

- The Service Provider will proceed with photographic/video documentation
- The Service Provider's records become the primary evidence of condition
- The Client has **48 hours** after receiving the final photo/video link to dispute the assessment

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A.3 Evidentiary Value

(a) The installation and removal photo/video records constitute conclusive evidence of the condition of Rented Items for determining damage liability under this agreement.

(b) In the event of a dispute:

- The installation records show the baseline condition
- The removal records show the final condition
- Any deterioration beyond normal wear and tear (as defined in Section 6.2) is the Client's liability

(c) If photographic evidence is unclear or disputed, either party may request an independent third-party assessment at shared cost.

A.4 Client's Right to Create Own Records

(a) The Client has the right to take their own photographs or videos of Rented Items at any time during the Rental Period.

(b) Client-created records may be used as additional evidence but do not replace the Service Provider's official condition reports.

(c) If the Client wishes to document specific concerns during the Rental Period, they should:

- Take dated, clear photographs showing the issue
- Email them to the Service Provider with a description
- This creates a contemporaneous record that may assist in resolving disputes

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APPENDIX B: DAMAGE AND REPLACEMENT SCHEDULE

Purpose

This schedule establishes the method for calculating replacement costs for Rented Items that are damaged beyond repair, lost, or stolen during the Rental Period.

B.1 Item Categories and Typical Replacement Costs

The following categories provide general guidance on replacement costs. Actual costs for specific items will be determined according to Section B.2.

(a) Small Accessories

Items such as vases, cushions, throws, picture frames, small lamps, decorative objects, books, candles, and similar décor items.

Typical replacement range: AUD $50 - $200 per item

(b) Medium Items

Items such as side tables, dining chairs, occasional chairs, coffee tables, TV units, shelving units, mirrors, table lamps, floor lamps, and similar furniture pieces.

Typical replacement range: AUD $300 - $800 per item

(c) Large Furniture

Items such as sofas, beds (with mattresses), dining tables, wardrobes, buffets, large cabinets, outdoor furniture sets, and similar substantial furniture pieces.

Typical replacement range: AUD $1,000 - $3,000 per item

(d) Premium/Designer Items

High-value designer furniture, artwork, or specialty items that exceed the ranges above.

Replacement cost: As determined by valuation method in Section B.2

B.2 Valuation Method

(a) Primary Method - Current Retail Price:

Replacement value will be calculated based on the **current retail price** of an identical or closely comparable item available for purchase in Australia.

The Service Provider will provide evidence of current retail price by:

- Link to Australian retailer website showing the item and price
- Screenshot of online retailer listing
- Written quotation from furniture supplier

(b) Alternative Method - Original Purchase Cost:

If the identical item is no longer available for retail purchase, the Service Provider may use the **original purchase price**as evidence of replacement cost, supported by:

- Copy of original invoice or receipt
- Catalogue or brochure showing the original item and price

(c) Depreciation:

For items that were **more than 12 months old** at the time of installation (as evidenced by purchase date), the Service Provider may apply reasonable depreciation when calculating replacement cost, but is not required to do so.

If depreciation is applied:

- Items 1-2 years old: up to 20% depreciation
- Items 2-5 years old: up to 40% depreciation
- Items 5+ years old: up to 60% depreciation

(d) Comparable Items:

If neither the identical item nor original purchase records are available, replacement cost will be based on the current retail price of the most closely comparable item of similar:

- Size, style, and quality
- Materials and construction
- Function and aesthetic

B.3 Total Liability Cap

As specified in Section 6.4(d), the Client's total liability for all damage and loss shall not exceed the **lesser of**:

(a) The full replacement value of all damaged/lost items calculated according to this Appendix; OR

(b) Three times the total contract value specified in the Service Order

Example: If the total staging fee is AUD $3,000, the maximum liability is AUD $9,000, even if calculated replacement costs exceed this amount.

B.4 Partial Damage

If an item is damaged but repairable:

(a) The Client will be charged the reasonable cost of professional repair rather than full replacement, if repair is practical and cost-effective.

(b) If repair costs exceed **70% of replacement cost**, the item will be treated as requiring replacement and the full replacement cost will apply.

(c) The Service Provider will obtain quotations for repair work and provide them to the Client before proceeding.

B.5 Multiple Items of Same Type

If multiple identical items are rented (e.g., 6 dining chairs) and only some are damaged:

(a) The Client is only liable for the replacement cost of the damaged items.

(b) If damage to some items in a set makes the remaining items unusable as a coordinated set (e.g., 2 of 6 dining chairs are stained, making the set visually mismatched), the Client may be liable for replacing all items necessary to restore a functional, coordinated set.

(c) The Service Provider will make reasonable efforts to repair or source matching items before claiming full set replacement.

B.6 Furniture List and Specific Values

(a) A detailed list of all Rented Items for each specific project (the "Furniture List") will be attached to the Service Order.

(b) The Furniture List may include:

- Description of each item
- Quantity
- Approximate age/condition at installation
- Approximate replacement value range (optional)

(c) The Furniture List serves as a reference for what was provided, but does not limit the Service Provider's right to claim actual replacement costs according to the valuation method in Section B.2.

B.7 Disputes Regarding Valuation

(a) If the Client disputes the replacement cost claimed by the Service Provider, the Client must:

- Provide written notice of the dispute within **48 hours** of receiving the damage claim
- Provide evidence supporting a lower valuation (e.g., links to comparable items at lower prices)

(b) If the parties cannot agree on valuation:

- Either party may request an independent valuation from a qualified furniture assessor or appraiser
- The cost of independent valuation will be shared equally
- The independent valuation will be binding on both parties

(c) The Service Provider retains the right to pursue payment through the dispute resolution process in Section 9.4 if agreement cannot be reached.