

## TERMS AND CONDITIONS

### 1. Definitions

**“Revolution Style Hub”** means rsh property styling (ABN 82 250 477 184) and all of its subsidiary and associated companies trading under various names and styles and includes its successor and assigns as well as servants, agents and contractors.

**“The Customer”** means any person, firm, corporation or entity which requests the Goods or Services of Revolution Style Hub.

**“The Parties”** means Revolution Style Hub and the Customer.

**“Goods”** means all goods supplied to The Customer by Revolution Style Hub, including but not limited to furniture, accessories, appliances and party equipment.

**“Services”** means all services provided by Revolution Style Hub to the Customer, including styling and arranging any Goods provided by Revolution Style Hub

**“Styling Agreement”** means the agreement formed from the acceptance by the Customer of Revolution Style Hub offer to perform services (as defined herein) and shall include the Standard Terms and Conditions set out herein.

**“Special Requirements”** means any requirements which are abnormal and includes, but is not limited to, moving Goods over a balcony, parking point a long distance from delivery location, long or steep driveways or access points, small lifts, narrow doors and access points, delivery on ships or barge, sign in to gain access requirements, padding of lifts, clearway areas if access is on busy roads and more than two (2) flights of stairs.

### 2. CONTRACT LAW

(a) A binding contract is formed when a request is made by the Customer with Revolution Style Hub and Revolution Style Hub agrees to perform the services as requested.

(b) In making such a request, The Customer acknowledges that the contract formed includes the Terms and Conditions herein and that a binding

contract is formed at the time Revolution Style Hub agrees to perform the services as requested.

### **3. REMOVAL OF GOODS**

- (a) The Customer agrees not to remove or allow any other person to remove the Goods from the premises where the Goods are kept, as set out in the Agreement without the written permission from Revolution Style Hub.
- (b) Any request to remove the Goods from the Premises must be made to Revolution Style Hub via email to [admin@revolutionstylehub.com.au](mailto:admin@revolutionstylehub.com.au).
- (c) If the goods or any part of the goods are removed from the premises where the goods are kept without written permission from Revolution Style Hub, this will be deemed an unlawful conversion and/or illegal misappropriation of the goods.

### **4. CARE OF THE GOODS**

- (a) The Customer agrees to ensure the goods are kept in a clean and tidy condition.
- (b) The Customer acknowledges that all hire goods are provided for the purpose of display & prop purposes only and must not be used for domestic use or commercial use.
- (c) The Customer agrees to keep the environment where then styling goods are installed, smoke free and free of any other omissions / smells that may damage the property styling goods.
- (d) The Customer agrees to keep the premises where the goods are kept pet free.
- (e) The Customer agrees to ensure the premises are secured where the styling goods are kept.
- (f) Unless agreed in writing, the customer agrees the styled property will not be occupied. Revolution Style Hub may refuse to provide the Furnishings for any property that is occupied.

## **5. SERVICING OF HIRE GOODS**

- (a) Revolution Style Hub agrees to repair or replace any Hire Goods hired under this Agreement which malfunction, within five (5) days of the Customer notifying Revolution Style Hub.
- (b) Standard delivery times apply to clause 6 (a).
- (c) In the event of malfunction or breakdown of Goods, the Customer agrees that they will not repair, or attempt to repair, the Goods without written permission from Revolution Style Hub.
- (d) If Revolution Style Hub is called to service a product under this Agreement and no faults are found, the customer agrees to pay a service call out fee.

## **6. LOSS OR DAMAGE TO THE GOODS**

- (a) The Customer agrees that they are responsible for any loss or damage to the Goods from any cause, at all times during the Hire Period, until such time as the Goods are returned to Revolution Style Hub.
- (b) The Customer is required to notify Revolution Style Hub of any loss or damage to the Goods within 24 hours of the Customer becoming aware.
- (c) In the case of loss or damage to the Goods, the Customer is liable to pay to Revolution Style Hub, the cost of repair or the value of the Goods, as assessed by Revolution Style Hub.

## **7. PAYMENT TERMS**

- (a) Revolution Style Hub currently accepts EFT.
- (b) The Customer agrees that Revolution Style Hub may change their authorized methods of payment at any time, at their absolute discretion.
- (c) All fees and charges payable by the client to Revolution Style Hub pursuant to this agreement are to be paid in full prior to the commencement of the service.
- (d) The customer agrees to pay any invoice rendered by Revolution Style Hub strictly within the due date provided as stated on the invoice.

## **8. INSTALLATION OF PICTURES**

- (a) Revolution Style Hub may be required to install picture hooks and fixings where artwork or similar wall mountable pieces are required. The picture hooks and fixings will remain in place after pick up and completion of agreement.
- (b) Revolution Style Hub takes no responsibility or liability for any damage caused to the premises by wall hooks and fixings inserted into the wall for the purpose of hanging art work/s or similar and Revolution Style Hub is not responsible for the removal of such wall hooks / fixings or for the repair of any holes in the walls caused by use of the hooks or fixings. Revolution Style Hub is not responsible for any damage to floors or walls that may occur in the event of a picture or artwork falling from the wall or similar.
- (c) Revolution Style Hub will not be responsible for damages that may occur due to poor structural integrity when drilling into masonry or concrete walls.

## **9. TITLE TO THE GOODS AND RIGHT TO IMMEDIATE POSSESSION OF THE GOODS**

- (a) The Customer acknowledges Revolution Style Hub have legal title to the Goods.
- (b) The Customer also acknowledges Revolution Style Hub right to immediate possession of the Goods upon termination of the Agreement.
- (c) Nothing in this Agreement shall be construed as an offer by Revolution Style Hub to sell the Goods to a Customer.

## **10. ACCESS TO THE PREMISES TO OBTAIN, REPAIR ETC. THE GOODS**

- (a) The Customer agrees to provide Revolution Style Hub staff, reasonable access to the premises where the Goods are kept, for the purposes of inspection, repair, collection etc.
- (b) The Customer further agrees to pay any costs of any action that Revolution Style Hub deems necessary to obtain the Goods.

## **11. PERSON SIGNING THIS AGREEMENT**

- (a) The person signing this Agreement for and/or on behalf of the Customer hereby covenants Revolution Style Hub that he or she has the authority from the Customer to make this Agreement.
- (b) The person signing this Agreement agrees to bind the Customer to this Agreement, and indemnifies Revolution Style Hub for any losses and costs incurred during the rental period.

## **12. DISCOUNT**

- (a) Any discount provided on the Customer's first invoice, will not apply if there are alterations to the order.

## **13. THIRD PARTY SUPPLIERS**

- (a) Revolution Style Hub may recommend third party suppliers to the customer or acting agent. The customer acknowledges that they shall be responsible for all charges and liabilities issued by that supplier. The customer is responsible to ensure all qualifications, insurances etc are up to date before entering into any agreement with any business or supplier.
- (b) Revolution Style Hub accepts no responsibility for the service or goods provided by any other business or supplier which has been recommended by Revolution Style Hub.

## **14. TERMINATION OF THE STYLING AGREEMENT**

- (a) The Customer is under no obligation to continue the Styling Agreement and may terminate the Styling Agreement by providing (3) Business weekday notice.
- (b) The Customer may give notice to terminate the Styling Agreement prior to the pre-arranged collection date by providing written notice of their intention to do so, via email to [admin@revolutionstylehub.com.au](mailto:admin@revolutionstylehub.com.au).
- (c) If the Customer does not comply with any of the Terms and Conditions of this Agreement, Revolution Style Hub may terminate the Agreement at any time, without notice to the Customer.

- (d) The customer agrees that no refund, credit or similar shall be given if the agreement is ended prior to the included hire term of agreement.
- (e) Revolution Style Hub may terminate the agreement if any money is owing under this agreement and remains unpaid for 5 days following receipt of due invoice.

#### **15. RETURN OF THE GOODS AND END OF AGREEMENT**

- (a) The Customer agrees to allow for the Goods to be collected by Revolution Style Hub on the pre-arranged collection date.
- (b) Standard delivery & collection times / days apply to clause 15 (a).
- (c) If the Customer would like to end the Agreement prior to the pre-arranged collection date, Revolution Style Hub require (3) days weekday notice to allow time to organize a mutual date and time for collection.
- (d) Collections must be in writing via email and a collection will not be confirmed until the Customer receives confirmation of collection from Revolution Style Hub via email.
- (e) Self-return of the Goods is only available on particular products which must be pre-arranged between the Customer and Revolution Style Hub via email, and is by appointment only.
- (f) Where the Customer enters an unconditional contract for the sale of the Premises, the customer agrees to immediately notify Revolution Style Hub of said fact and the Customer gives Revolution Style Hub authorisation to immediately collect the goods.
- (g) Goods must be cleaned and in a neat and tidy condition before they are returned or collected.
- (h) The included hire term of this agreement is as specified in Revolution Style Hub's hire agreement and/or invoice. No refunds will be offered should the property sell prior to the expiration of this agreement or the customer would like to end the agreement for any reason whatsoever.

## 16. DELIVERY AND COLLECTION

- (a) Access into the property which the Goods are to be delivered or collected must be free from any obstacles, including garbage bins, parked cars in drive way etc.
- (b) Access to the desired position of the location of the Goods on the property must also be clear and free from any obstacles.
- (c) The Customer agrees that Revolution Style Hub staff may at their discretion, make a decision based on professional opinion that a delivery cannot be completed without potentially damaging the Goods and/or Customer's property.
- (d) If Revolution Style Hub cannot complete the delivery pursuant to clause 16(c), the Customer will be required to pay a restocking fee, and a second delivery fee if a second delivery is required. The delivery fee will not be refunded, in any circumstances if the delivery is not successful.
- (e) Revolution Style Hub will not move any furniture, appliances or property of the Customers unless this service is organized prior to delivery or collection.
- (f) A request to move furniture, appliances or property must be made by the Customer and pre-booked prior to delivery or collection. A fee will be applicable.
- (g) Revolution Style Hub has absolute discretion to agree or deny a request pursuant to clause 16(f).
- (h) Revolution Style Hub will only commence the service upon payment via one of Revolution Style Hub authorized payment methods.
- (i) If the delivery or collection requires Special Requirements a nominated fee will be applicable, which will vary per job at the absolute discretion of Revolution Style Hub.
- (j) The Customer agrees to notify Revolution Style Hub of any Special Requirements or changes to the initial installation address via email to [admin@revolutionstylehub.com.au](mailto:admin@revolutionstylehub.com.au), even if they are in doubt, at least (3) business weekdays before collection or delivery.

- (k) A delivery is only booked when Revolution Style Hub emails confirmation of the delivery.
- (m) If requested in writing, Revolution Style Hub may provide notice when drivers are on route for delivery and collection, approximately 15-30 minutes prior to delivery via SMS.
- (n) If a Customer is unable to be present at the designated time for delivery or collection or if the Customer is late, charges will apply.
- (o) If a Customer is late upon delivery or collection, Revolution Style Hub staff may in their absolute discretion, decide to wait or to leave to avoid delaying other jobs.
- (p) The Customer agrees that if they are late and Revolution Style Hub staff leave the property pursuant to clause 16(o), Revolution Style Hub are not responsible for any claim whatsoever made in relation to the Goods not being delivered.
- (q) The Customer agrees that Revolution Style Hub is not responsible for any injury or any damage to property or goods on delivery.
- (r) The Customer agrees to provide Revolution Style Hub with minimum (3) business weekdays notice to organize collection date and time. If a collection or delivery is required prior to (3) business weekday notice, a fee will apply.
- (s) All delivery and collection booking must be made via email to [admin@revolutionstylehub.com.au](mailto:admin@revolutionstylehub.com.au).
- (t) In the event that a collection date or time is changed or cancelled after a booking has been confirmed, a fee will apply.
- (u) Delivery and collection charges cover one (1) delivery and one (1) collection fee only. If the Goods have been moved from the initial delivery location additional charged may apply, at the absolute discretion of Revolution Style Hub.
- (v) Additional deliveries and partial collections will incur charges.
- (w) It is the customers responsibility to arrange lift and/or loading dock access through the appropriate body corporation prior to the delivery date.



## **17. CANCELLATION BEFORE DELIVERY**

- (a) A Cancellation fee will apply if a booking is cancelled, altered or postponed before delivery and once payment for such has been made to Revolution Style Hub.
- (b) Cancellation requests must be made via email to [admin@revolutionstylehub.com.au](mailto:admin@revolutionstylehub.com.au).

## **18. CANCELLATION ON DELIVERY**

- (a) A Cancellation fee will apply if the Customer decides to cancel the delivery whilst Revolution Style Hub are on site, or on route to delivery, or if the delivery is unsuccessful.

## **19. LIMITATION OF LIABILITY**

- (a) To the extent permitted by law, all statutory and other implied conditions and warranties relating to the supply of the services by Revolution Style Hub are negated and the liability of Revolution Style Hub pursuant to any provision of legislation or pursuant to any other potential liability (whether arising from negligence or not) including consequential loss is limited at the option of Revolution Style Hub to the provision of the services.
- (b) Except as expressly provided in these Terms, Revolution Style Hub shall not be liable for any loss, damage, injury to property or persons including but not limited to injury or illness caused by the Goods under this Agreement, loss of profits, business or other direct, indirect, special, consequential or incidental damages resulting from, arising out of or in connection with the provision of the services by Revolution Style Hub, whether arising directly or indirectly out of or in any way attributable to the performance or non-performance of the services or goods supplied by Revolution Style Hub.
- (c) The Customer is liable for and shall indemnify Revolution Style Hub and its officers, employees, contractors and agents against any liability, loss, claim, charge, payments made, cost or expense whatsoever, whether arising under contract, statute or common law, incurred or sustained by Revolution Style Hub or its officers, employees, contractors and agents in respect of any property damage, loss or loss of use of any property including economic and

consequential loss arising therefrom or personal injury to, or death of, any person.

## **20. STYLING AGREEMENT**

- (a) The term and conditions set out in this Styling agreement constitute the whole agreement made between the Customer and Revolution Style Hub.

## **21. SEVERABILITY**

- (a) In the event that any of the provisions or conditions of the Terms and Conditions or any clause or sub-clause of the Terms cannot be given full force and effect by reason of statutory invalidity, uncertainty or otherwise, the provision or condition, clause or sub-clause shall be severed, ignored or read down restrictively to maintain and uphold so far as possible the remaining conditions and provisions of the Terms.

## **23. STYLING SERVICE**

- (a) Revolution Style Hub agrees to provide home staging and property styling services to the customer at the premises as stated on the agreement upon full payment as stated on the invoice and acceptance of the terms and conditions and rental agreement.
- (d) Revolution Style Hub will endeavour to present the property in the best possible manner to potential buyers, although cannot guarantee the property will sell quicker or at the highest market value. Revolution Style Hub takes no responsibility for the final outcome of any sale of the property.
- (e) Any advice given by Revolution Style Hub are of an aesthetic nature only and will be cosmetic advice only. No structural advice will be given by Revolution Style Hub.
- (f) The customer agrees to allow Revolution Style Hub to photograph the property before and after the services are completed and allows Revolution Style Hub to use such photographs for marketing purposes. The customer agrees that Revolution Style Hub owns all rights, title and interest

(including without limitation all copyright) in all such photography. The customer hereby gives permission to Revolution Style Hub for the use of professional photographs to use in Revolution Style Hub social media, website and promotional material.

- (g) All hire goods including accessories are provided and selected at the discretion of Revolution Style Hub. No changes or substitutes will be made unless by the discretion of Revolution Style Hub.
- (h) Any changes requested by the customer on install or after the delivery will incur additional fees and charges.
- (i) In the event that Revolution Style Hub is rendered unable, either wholly or in part to comply with any obligations under this agreement by reason of act of God, accident, civil disorder, strike, lockout / lockdown, bad weather or another event or circumstance which is not in control of Revolution Style Hub, Revolution Style Hub's obligations under this agreement shall be suspended for such time it appears reasonable by Revolution Style Hub.