



cadellcollective

CLIENT AGREEMENT

# Standard Terms & *Conditions*

ISSUE DATE

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ABN

63 669 633 130

PREPARED BY

Brady Sherwell Pty Ltd T/A Cadell Collective

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# Terms and Conditions

Prepared by Brady Sherwell Pty Ltd T/A Cadell Collective (ABN 63 669 633 130).

Issued 16 June 2026. These Terms, together with the Proposal Document, form the agreement between us.

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## 1 General

- (a) These Terms, including the Proposal Document, form the agreement between Us.
- (b) The agreement starts on the Commencement Date and continues until the Services are completed or ended under clause 11.
- (c) Unless stated otherwise, all terms apply to every Service listed in the Proposal Document.

### 1.2 Provision of Services

- (a) We will provide the Services and any Products as agreed in the Proposal Document, in return for payment of the Fees.
- (b) Unless We agree otherwise, We may, in our absolute discretion:
  - (i) delay starting the Services until you've paid the Deposit and any upfront Fees; and
  - (ii) withhold delivery of Services or Products until the relevant invoice is paid.

### 1.3 Interior Decorating

If your Services include Interior Decorating:

- (a) If additional meetings, specifications or Site visits are required outside of those listed in the Scope of Works, these will be performed and charged at Our standard time and material rates, as outlined in the Proposal Document.
- (b) Services may be charged on either a time and materials basis (hourly rates) or a fixed price, as agreed in writing in the Proposal Document. If a fixed price is agreed, it will include up to [2] rounds of revisions. Additional revisions may be charged at our standard hourly rate.
- (c) You must approve each stage of the design before we proceed.
- (d) Once each stage is approved:
  - (i) Extra revisions will be charged at our standard Time and Materials rate for design work; and

- (ii) refunds are not available unless there is a defect in Our work.
- (e) We may consult or engage third parties (e.g. lighting consultants or suppliers), which may cause delays beyond Our control. Third parties will only be engaged with Your approval, in which case, the Third Party Goods and Services terms set out in clause 4 below will apply.

#### **1.4 Interior Design**

If the Services include Interior Design Services, the same terms as clause 1.3 above will apply, as well as the following:

- (a) Our role is limited to design. We do not warrant the performance, durability, or fitness for purpose of any recommended products or services.
- (b) By accepting our recommendations, you:
  - (i) confirm the suitability of the products for your needs; and
  - (ii) accept any associated risks.
- (c) Our drawings are conceptual only and must not be used for architectural, structural, or engineering purposes.
- (d) You are responsible for obtaining any required permits or compliance documentation, unless otherwise agreed in writing.

#### **1.5 Property Styling**

If your Services include Property Styling, the same terms as clause 1.3 above will apply, as well as the following:

- (a) We may use a combination of Products provided by Us and items owned by You (Client-Owned Items) to style the property.
- (b) We retain ownership of all styled Products provided by Us.
- (c) For Products provided by Us, risk passes to You on delivery and remains with You until We collect the items. You must not refuse delivery and must care for the Products as outlined in clause 2.1(a).
- (d) Products provided by Us are supplied for the hire period stated in the Proposal Document. If We are unable to collect the items on time due to your actions, additional weekly hire fees will apply.
- (e) You remain solely responsible for all Client-Owned items.
- (f) We accept no liability for the condition, stability, or suitability of Client-Owned Items before, during, or after the styling period, and We may reposition or accessorise these items at our discretion as part of the Styling Service.
- (g) We may provide a condition report or inventory list for Products supplied by Us at the time of delivery. You must notify Us of any discrepancies or concerns within 24 hours.

- (h) Product descriptions (e.g. images, sizes, finishes) are based on supplier information and may not be exact. We may correct product details at any time without notice if required.

### 1.5A Editorial Styling

This clause 1.5A applies only where the Proposal Document specifies Editorial Styling. It operates in addition to, and extends, clauses 1.5 (Property Styling) and 2.1 (Client Obligations — Property Styling Services), which continue to apply except to the extent this clause 1.5A provides otherwise, in which case this clause prevails.

- (a) **(Editorial and photoshoot styling)** Editorial Styling means Property Styling provided for the purpose of architectural, editorial, or promotional photography or video. For Editorial Styling, the Site may be a property that You do not own, occupy, or control, and may be occupied by the owners, residents, tenants, guests, or other persons present at the Site (together, **Site Occupants**). This does not reduce or alter Your obligations or liability under this agreement.
- (b) **(Loaned Products)** We may supply Products owned by Us and/or coordinate the loan of Products from third-party suppliers (together, **Loaned Products**). All obligations and liabilities that apply to Products provided by Us under clauses 1.5 and 2.1 apply equally to all Loaned Products, including those loaned from third-party suppliers.
- (c) **(Responsibility regardless of cause)** You are responsible for all Loaned Products from the time of delivery to the Site until We collect them, and remain liable for any loss of or damage to the Loaned Products regardless of how, by whom, or where it occurs. This includes loss or damage caused by You, by any Site Occupant, or by any other person present at or with access to the Site, whether or not You own, occupy, or control the Site. Your liability is not reduced because the Site was occupied or controlled by others, or because the Loaned Products were not in Your physical possession, and We are not required to look to any Site Occupant or third party for payment.
- (d) **(Site security and theft)** You remain responsible for the replacement cost of any Loaned Products lost or stolen at the Site (including any insurance excess and uninsured loss) even where the Site is secured by Site Occupants rather than by You, provided You report the theft to police and notify Us within 48 hours of becoming aware of it. You must ensure Site Occupants secure the Site while Loaned Products are present.
- (e) **(Site Occupants)** You are responsible for the acts and omissions of all Site Occupants and any other person present at the Site as if they were Your own. You must make any Site Occupant aware of the need to care for the Loaned Products; however, We are not required to obtain, and are not affected by the absence of, any acknowledgement or agreement from any Site Occupant.
- (f) **(Third-party supplier terms and charges)** Where Loaned Products are loaned from a third-party supplier, the Third Party Terms in clause 4.2 apply, and You are responsible for any fees, charges, excess, repair, replacement, or other costs that We or the supplier incur in connection with loss of or damage to those Loaned Products, calculated in accordance with the relevant supplier's terms.

## 1.6 Client Item Waiver & Release

In connection with the use, movement, or styling of Client-Owned Items, You acknowledge and agree that:

- (a) We will take reasonable care when handling all Client-Owned Items, but You release and hold Us harmless from any liability for accidental damage, wear, or loss that may occur during the course of providing the Services.
- (b) This waiver applies regardless of whether the damage or loss occurs as a result of moving, lifting, cleaning around, styling, or otherwise interacting with Client-Owned Items, except in cases of proven gross negligence or wilful misconduct.
- (c) You are solely responsible for insuring Your items. We recommend You check that your home and contents insurance covers potential damage, loss, or theft during the styling period.
- (d) We do not assess the structural integrity or safety of Client-Owned Items. You acknowledge that these items are used at Your own risk.

## 1.7 Procurement of Goods

- (a) Where We procure goods on Your behalf (whether as part of a design package or separately), a project deposit is required before we start. The remaining cost will be invoiced in stages as goods are confirmed or become available.
- (b) You must pay each invoice within 7 Business Days. We won't place orders or deliver goods until the relevant payment is received in full.
- (c) Goods may arrive in separate deliveries. You agree to accept them as they become available.
- (d) If payment has not been received and delivery cannot proceed, or if You otherwise delay or refuse delivery, storage fees and any associated handling or redelivery costs incurred by Us or Our suppliers will be payable by You. We are not responsible for delays in the project resulting from Your non-payment or non-acceptance of delivery.
- (e) Title to any goods procured by Us transfers to You only once full payment for those goods has been received. Risk in the goods passes to You on delivery, whether accepted by You or left at the Site.
- (f) Some items — including but not limited to made-to-order, customised, vintage, or special-order pieces — cannot be cancelled, returned, or refunded, unless required by law. We will advise You in advance if an item falls into this category and get Your written approval before placing the order.
- (g) **Abandonment of Goods:** If You refuse or fail to accept delivery of goods without reasonable cause within a period of 90 days after We or Our suppliers have notified You that the goods are ready, the goods may be deemed abandoned. In such a case:
  - (i) You will forfeit all amounts paid to date in relation to those goods;
  - (ii) We will have no obligation to refund or redeliver the goods, regardless of the reason for Your refusal (including any unresolved dispute between You and Us); and

- (iii) The goods may be disposed of, resold, or returned to the supplier at Our discretion, and You will remain liable for any loss or additional costs incurred.

## 1.8 Special Orders

Special Orders refer to items that fall into one of the following categories:

- Vintage, antique, or one-of-a-kind pieces: which are unique and typically available in single quantities only; and
- Made-to-order items: which are part of a manufacturer's standard product line and produced on demand.

### (a) **Vintage, Antique, Art, and One-of-a-Kind Items:**

- (i) Full payment (including our procurement fee and freight charges) is required upfront before We purchase any vintage, antique, or one-of-a-kind pieces.
- (ii) In some cases, a non-refundable deposit may be needed to hold an item.
- (iii) Time is of the essence. These items are often limited to a single available unit, and if You don't approve and pay promptly, the item may sell and become unavailable.
- (iv) These pieces are sold as-is, and may show signs of age, including wear, marks, or repairs — this is part of their character and charm.
- (v) Once approved and paid for, these items cannot be cancelled, returned, or refunded unless required by law.
- (vi) We do not provide warranties beyond Your rights under Australian Consumer Law.

### (b) **Made-to-Order Items:**

- (i) Made-to-order items are produced based on standard product specifications, often with custom finishes or sizes, but are not considered unique or one-of-a-kind.
- (ii) A deposit is required to place an order, with the balance payable prior to delivery.
- (iii) Lead times vary by supplier and will be advised at the time of order.
- (iv) These items are non-cancellable and non-refundable once production has commenced, unless required by law.

## 1.9 Recommendations

(a) You acknowledge and agree that:

- (i) Our Services are limited to design and aesthetic advice. They do not include structural, architectural, plumbing, electrical, or mechanical work; and
- (ii) We do not provide technical advice on the performance, durability, or fitness of any products.

- (b) By accepting Our recommendations, You:
  - (i) confirm that the products are suitable for Your needs; and
  - (ii) accept any risks in using them.
- (c) Any drawings We provide are conceptual only and must not be used for construction or engineering.
- (d) You are responsible for obtaining any required approvals or compliance documentation.

## 1.10 Existing Construction

You accept the risk of defects or deficiencies in the Site. We are not required to investigate the suitability, quality or fitness for purpose of existing or proposed building materials, drainage or drainage infrastructure at the Site.

## 1.11 Changes

- (a) You may request changes to the Services up to 3 Business Days prior to the date on which the Service or deliverable is to be provided (Changes).
- (b) You must request any Changes in writing and give Us at least 24 hours to respond to such a request.
- (c) We may extend or modify any Deadlines for the Services as may be reasonably required by such Changes.
- (d) Changes may result in re-delivery and administrative charges becoming payable by you.

# 2 Client Obligations

## 2.1 Property Styling Services

The following obligations apply only in relation to Products owned by Us or hired through Us from a third party supplier when you receive Property Styling Services. These obligations do not apply to any items owned by You or supplied by third parties not arranged by Us:

- (a) **(Product care)** You must take reasonable care to maintain the Products in the condition provided. This includes protecting them from direct sunlight, pets, food, drinks, ink, and other contaminants. You must follow any reasonable care instructions We provide.
- (b) **(Damage)** You are responsible for any damage to the Products while in Your care, including damage caused by third parties. You may be charged a cleaning fee, repair or replacement costs, or an insurance excess (if covered under our policy).

- (c) **(Moving or Removing)** You must not move or remove any styled Products without Our prior written approval. A \$150 fee applies if items are removed without approval, plus the replacement cost if not returned by the agreed return date.
- (d) **(Site Security)** You are responsible for securing the Site while the Products are there. If items are stolen, you must cover the replacement cost (including any insurance excess and uninsured loss), provided You report the theft to police and notify Us within 48 hours of becoming aware of the theft.
- (e) **(Display Items)** Any linen, crockery, cutlery, towels or appliances We provide are for display purposes only and must not be used.

## 2.2 General Obligations

- (a) **(Information)** You must give us all necessary information and assistance to carry out the Services. You confirm that the information you provide is accurate and agree we are not responsible for issues caused by inaccurate or incomplete information.
- (b) **(Access)** You must provide safe and reasonable access to the Site. If delivery is delayed or obstructed (e.g. no parking, blocked access), redelivery and storage fees may apply.
- (c) **(Stage Sign-Off)** For staged Services, You must sign off each stage before We move to the next. We are not responsible for delays caused by late sign-off.
- (d) **(Approvals)** You are responsible for obtaining and maintaining any approvals, permits, or consents required for the Site.
- (e) **(Insurance)** You must ensure appropriate insurance is in place for all Products during delivery, handling, installation, and storage.
- (f) **(Authority)** If You enter into this agreement on behalf of a company or other entity, You warrant that You are authorised to bind that entity, and You agree to be personally liable for the obligations under this agreement if that authority does not exist or is later found to be invalid.

# 3 Price and Payments

## 3.1 Deposit

- (a) If We agree a deposit is payable, You must pay it using the method and timing set out in the Proposal Document.
- (b) You acknowledge and agree that We may, in our absolute discretion, retain part or all of the deposit if You cancel the Services or if any items supplied by Us are damaged, lost or not returned.

### **3.2 Fees**

All Fees must be paid in accordance with the due date set out in the relevant invoice. No goods will be ordered or delivered until full payment for those goods (including any applicable procurement or styling fees) has been received.

### **3.3 Time for Payment**

Unless otherwise agreed in writing:

- (a) if We issue an invoice, You must pay the full amount by the due date stated on the invoice; and
- (b) in all other cases, You must pay for all goods and Services within 7 Business Days of receiving an invoice for amounts payable.

### **3.4 Late Payments**

- (a) If You do not pay on time, interest will accrue on the unpaid amount at a rate of 5% per annum, calculated daily, until full payment is received.
- (b) If payment is more than 14 days overdue, We may stop work or suspend delivery of Services.
- (c) If payment remains outstanding for a further 30 days, We may refer the debt to a collection agency, and You will be responsible for any recovery and legal costs incurred.

### **3.5 Card Surcharges**

We may apply a surcharge for payments made by credit, debit, or charge card (including Visa, MasterCard or American Express).

### **3.6 GST**

All amounts are exclusive of GST unless stated otherwise. If GST applies, You must pay it upon receipt of a valid tax invoice from Us.

## **4 Third Party Goods and Services**

### **4.1 Third Party Contractors**

- (a) We may subcontract any part of the Services to third party contractors, with Your prior consent.
- (b) We may also recommend third party contractors for You to engage directly for certain services.
- (c) You will be responsible for all costs associated with Our engagement of all third parties.

## 4.2 Third Party Terms

- (a) If We need to acquire goods or services from a third party for your project, You may be subject to that supplier's terms and conditions (Third Party Terms).
- (b) If We notify You of the Third Party Terms and give You a copy, You agree to be bound by those terms. We are not liable for any loss or issue arising from those Third Party Terms.
- (c) You can choose to reject the Third Party Terms. If You do, We may be unable to provide some or all of the Services, and clause 11 (cancellation and termination) will apply.

# 5 Delivery and Installation

## 5.1 Third Parties

You acknowledge and agree that we may engage third parties (Installers) to deliver and install the Products.

## 5.2 Delivery

- (a) Unless stated otherwise, delivery charges are not included in our pricing.
- (b) Where delivery is included, it applies only to the Site we have agreed with you.

## 5.3 Installation Dates

We will give you an estimated installation date or set this out in the Proposal Document. Once you accept a quote, your installation date will be confirmed in writing (Final Installation Date).

## 5.4 Installation Requirements

On the Final Installation Date, You must:

- (a) provide access to property for the Installer;
- (b) ensure the site is clean and ready for installation; and
- (c) if the site is not ready, we are entitled to charge You a call-out fee.

## 5.5 Damage

We take reasonable care during delivery, installation, and removal. However, you acknowledge that minor damage may occur. We are not liable for damage caused by:

- (a) misuse, changes, or incorrect installation by others;
- (b) existing defects or structural problems at the site; or
- (c) reasonable wear and tear.

Our liability is limited as permitted under the Australian Consumer Law, including any non-excludable guarantees.

## 6 Accreditations

Unless otherwise agreed in writing:

- (a) We may showcase the Services and any deliverables in Our portfolio, on Our website, and across marketing (print and digital) and social media channels for recognition or promotional purposes, and may be credited as the author of the work; and
- (b) You agree to allow Us to take photographs or videos of the premises and deliverables during or after the project for the purposes outlined above, including to restyle (at Our own cost), and to use Our props in addition to, or instead of, Your own homewares and furnishings.

## 7 Intellectual Property

### 7.1 Client Content

- (a) You grant Us (including our team and contractors) a non-exclusive, royalty-free licence to use any content You provide (Client Content) as needed to perform the Services.
- (b) You:
  - (i) confirm that Our use of Your content won't breach any third-party rights; and
  - (ii) agree to indemnify Us against any loss, cost or claim arising from a breach of this warranty.

### 7.2 Developed IP

All intellectual property we create while delivering the Services (Developed IP) remains Our sole property, unless otherwise agreed in writing.

### 7.3 Company IP

- (a) We grant You a limited, non-exclusive, non-transferable licence to use any Company IP and Developed IP solely for the purpose of using and enjoying the Services at the Site identified in the Proposal Document.
- (b) You must not reproduce, adapt, share, or apply the designs or other IP for any other project, property, or location without Our prior written approval.
- (c) Unless expressly agreed in writing, You do not gain any ownership rights in our intellectual property.

## 7.4 Design Integrity

Our designs are made specifically for You and Your Site. You must consult with Us before making any changes, especially if they affect sourcing, installation, or the final result. We are not responsible for issues caused by changes made without our input or approval.

## 7.5 Definitions

For this clause:

- (a) **Client Content** means materials You give Us (including any IP rights).
- (b) **Developed IP** means all materials and intellectual property created by Us in the course of providing the Services.
- (c) **Company IP** means materials We own or license, excluding Developed IP.
- (d) **Intellectual Property Rights** includes all current and future global IP rights (registered or not).
- (e) **Material** includes documents, drawings, data, concepts, and other creative or technical works in any format.
- (f) **Site** means the specific address or location to which the Services relate, as outlined in the Proposal Document.

# 8 Warranties

- (a) To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.
- (b) Nothing in this agreement limits Your rights under the Australian Consumer Law (ACL). Under the ACL, You may be entitled to a refund, replacement, or repair if goods or services fail to meet required standards.
- (c) **(Third-Party Warranties)** We do not provide warranties on goods supplied by third parties. Any warranties apply only as provided by the original manufacturer or seller. We are happy to assist in connecting you with the relevant supplier to process a claim but are not responsible for the outcome of that claim or any delay or defect associated with the goods.

# 9 Liability

## 9.1 Our Liability

- (a) We will take reasonable care when providing our Services. If We are found liable for a failure to comply with a consumer guarantee that cannot be excluded under the ACL, then (to the extent permitted by law), Our liability is limited to:
  - (i) In the case of Services — the re-supplying the Services or the payment of the cost of having the Services re-supplied; and
  - (ii) In the case of goods — the replacement of the goods, the supply of equivalent goods, or the payment of the cost of replacing or acquiring equivalent goods, except where such goods were supplied on a non-refundable basis (e.g. made-to-order, customised, or vintage items), in which case Your rights are limited to those required by law.
- (b) We are not responsible for any indirect or consequential loss — including lost profits, opportunities, or delays — or for issues caused by third parties or events outside our control, unless required by law.
- (c) We are not liable for delays arising from Your failure to provide timely approvals, instructions, access, or payment.
- (d) Nothing in these terms affects Your rights under the ACL or any other law that cannot be excluded or limited.

# 10 Dispute Resolution

- (a) If a dispute arises, the parties must first try to resolve it before going to court (unless urgent court action is needed).
- (b) A party must give written notice of the dispute to the other, including reasonable details and a request to resolve it under this clause.
- (c) Both parties must try in good faith to resolve the dispute within 14 days of the notice (or another agreed period). If unresolved, either party may begin legal proceedings.

# 11 Cancellation and Termination

## 11.1 Property Styling — Cancellation or Postponement

- (a) If You cancel or postpone Property Styling with less than 10 Business Days' notice, the Deposit is non-refundable. We may also charge an admin fee of up to \$500 to cover Our reasonable costs (e.g. supplier cancellations or scheduling changes).
- (b) Most Products purchased or procured on Your behalf cannot be returned unless faulty. We may consider return requests on a case-by-case basis, but are not obliged to accept returns for made-to-order, custom, vintage or special-order items, except as required by law.

## 11.2 Interior Design or Decorating — Cancellation

- (a) If You cancel, You must pay all professional Fees incurred up to the date of cancellation. These are non-refundable to the extent the Services have already been provided.
- (b) Any amounts paid for furnishings, products or materials procured by Us on Your behalf are also non-refundable, unless we can recover those funds from the supplier. Refunds will only be issued where We are not left out of pocket.
- (c) This applies regardless of whether the goods were procured under a Property Styling or Interior Design/Decorating engagement, and includes (but is not limited to) made-to-order, custom, vintage, and special-order items. Your rights under the ACL are not affected.

## 11.3 Termination for Convenience

Either party may end this agreement at any time by giving 14 Business Days' written notice.

## 11.4 Termination for Breach

Either party may end this agreement immediately if the other party:

- (a) breaches the agreement,
- (b) is given written notice of the breach, and
- (c) does not fix the breach within 10 business days (or another agreed timeframe).

## 11.5 What Happens After Termination

When this agreement ends:

- (a) Each party must return any property or confidential information belonging to the other.
- (b) You must pay any outstanding Fees for Services already provided.
- (c) Any deposits for goods or furnishings are non-refundable if we cannot recover them.

- (d) You must stop using any materials or designs You no longer have rights to.
- (e) Any clauses that are meant to continue (e.g. IP rights, payment, liability) will remain in effect.

## 11.6 Survival

Any terms that by nature should continue after termination — such as confidentiality, intellectual property, payment, and liability — will remain in effect.

# 12 Force Majeure

- (a) If a party is unable to perform its obligations due to a Force Majeure Event (like natural disasters or pandemics), that party must notify the other with details and expected impact.
- (b) Obligations affected by the event will be suspended while the event continues.
- (c) The affected party must try to minimise the impact and resume performance as soon as possible.
- (d) Force Majeure Events include things outside the party's control, such as:
  - (i) natural disasters (flood, fire, earthquake)
  - (ii) industrial action
  - (iii) war, terrorism, or civil unrest
  - (iv) government action (including COVID-19 restrictions)

# 13 General

## 13.1 Governing Law and Jurisdiction

This agreement is governed by the laws of Queensland. Any disputes must be dealt with in Queensland courts.

## 13.2 Amendments

Changes to this agreement must be in writing and signed by both parties.

## 13.3 Waiver

A right under this agreement is only waived if agreed in writing.

#### **13.4 Severance**

If any part of this agreement is invalid or unenforceable, the rest remains in force.

#### **13.5 Joint and Several Liability**

If more than one person is named as a party, their obligations apply jointly and individually.

#### **13.6 Assignment**

Neither party can transfer this agreement without written consent from the other.

#### **13.7 Counterparts**

This agreement may be signed in multiple counterparts, which together form one agreement.

#### **13.8 Costs**

Each party is responsible for its own costs in preparing and entering into this agreement.

#### **13.9 Entire Agreement**

This agreement represents the entire agreement between the parties and overrides any prior discussions or understandings.