STUDIO

BELLE

STUDIO BELLE

TERMS AND CONDITIONS

1 INTRODUCTION

(a) Welcome to STUDIO BELLE! In these terms, we are STUDIO BELLE Pty Ltd as (ABN 78 133 599 587) also referred to as "STUDIO BELLE", "our", "we", or "us". And you are you, the Client.

(b) These terms will apply to all Client dealings with STUDIO BELLE, including being incorporated in all Proposals, quotes or Order Forms under which STUDIO BELLE is to provide goods and services to the Client (Order Form).

(c) The Client will be taken to have accepted this agreement if the Client accepts an Order Form, or if the Client orders, accepts or pays for any goods or services provided by STUDIO BELLE after receiving or becoming aware of this these terms.

(d) In the event of any inconsistency between these terms and the Order Form, these terms will prevail to the extent of such inconsistency, except that any "Special Conditions" in the Order Form will prevail over these terms to the extent of any inconsistency.

2 DURATION AND TERM OF AGREEMENT

(a) This agreement commences on the Commencement Date specified in an Order Form and will continue until the Services are completed (the Term), unless terminated earlier in accordance with clause 18.

(b) If any Services are supplied after the expiry of the Term without the parties having entered into a replacement agreement or otherwise having expressly agreed in writing that these terms will not apply, the terms of this agreement will continue to apply for those Services.

3 MEANING OF CAPITALISED WORDS AND PHRASES

Capitalised words and phrases used in this agreement have the meaning given:

(a) to that word or phrase in an Order Form;

(b) by the words immediately preceding any bolded and bracketed word(s) or phrase(s); or

(c) in the definitions in clause 23.

4 ORDERING AND PERFORMANCE OF SERVICES

4.1 PERFORMANCE OF SERVICES

(a) In consideration for the payment of the Fees set out in an Order Form, STUDIO BELLE will provide the Client with the Services.

(b) Unless otherwise agreed, STUDIO BELLE may, in its absolute discretion:

(i) not commence work on any Services until the Client has paid the Deposit and any Fees payable in respect of such Services; and

(ii) withhold delivery of Services and/or Products until the Client has paid an invoice in respect of such Services and/or Products.

4.2 ADDITIONAL ORDER FORMS

(a) The parties may agree to additional Order Forms under these terms and conditions during the Term of this agreement.

(b) These terms and conditions will apply to all additional Order Forms between the parties.

(c) The Client will be taken to have accepted an additional Order Form if the Client informs or otherwise indicates to STUDIO BELLE that the Client wishes for STUDIO BELLE to proceed with the performing the additional Order Form.

(d) An additional Order Form will not limit or otherwise affect any other current Order Form between the parties.

5 SPECIFIC SERVICES

5.1 INTERIOR DESIGN

If the Services include Interior Design Services, the Client acknowledge and agree that:

(a) while STUDIO BELLE uses its best endeavours to ensure that any designs, plans and drawings provided as part of the Interior Design Services (Designs) are compliant with Laws, such Designs must not be used for architectural or engineering purposes unless their durability, fitness for purpose and other features are verified with an architectural, engineering or building expert (as applicable);

(b) STUDIO BELLE do not organise any approvals or other compliance documentation from council or other regulatory authorities that the Client may require. This is the Client's responsibility; and

(c) while STUDIO BELLE uses its best endeavours to provide the Interior Design Services by taking into consideration the Client's total budget for the Renovations (Budget), STUDIO BELLE do not guarantee that the Interior Design Services will reflect a scope of work that will be within the Client's Budget;

(d) where STUDIO BELLE provides 3D renders or visualisations of any Designs (Renders);

(i) the Renders are purely for indicative purposes only to assist the Design process;

(ii) the Renders should not be relied on as an exact representation of the final colour, texture, size, or material of any Products, including fixtures, fittings, or equipment;

(iii) the Client must carefully review physical samples to ensure that any Products, including fixtures, fittings, or equipment are suitable for the Client's purposes; and

(iv) the Client must approve the FF&E Schedule to confirm the exact Products, including fixtures, fittings, or equipment included in any Designs.

5.2 DESIGN MANAGEMENT/CONSTRUCTION SUPPORT

If the Services include Design Management/Construction support Services, the Client acknowledges and agrees that:

(a) STUDIO BELLE is not responsible for engaging or making payment of any fees to any third-party contractors (Third Party Contractors) engaged for Building Works;

(b) these Services are limited to co-ordinating and providing guidance to Third Party Contractors on implementing the Designs and STUDIO BELLE are not responsible for undertaking or completing any of the Building Works;

(c) STUDIO BELLE will not be liable for any changes made to the Designs by any Third-Party Contractors while undertaking Building Works;

(d) STUDIO BELLE is not responsible for entering into agreements with any Third-Party Contractors. This is the Client's responsibility;

(e) any damage caused to the Property in connection with the Building Works is the responsibility of the applicable Third-Party Contractor. For the avoidance of doubt, any liability of STUDIO BELLE is limited to the Design Management Services;

(f) by accepting a recommendation or authorising a part of any recommendation made by STUDIO BELLE, the Client:

(i) confirms that it has satisfied itself as to the suitability of any Design or Building Works and that any Design or Building Works is appropriate and compliant with Law; and

(ii) accepts any risks (whether they be obvious or not) in following a recommendation.

5.3 BUDGET AND BUILDER LIASON

If the Services include Budget and Builder Liaison Services, the Client acknowledges and agrees that while STUDIO BELLE will provide assistance in sourcing tradespeople, communicating with Council, and guidance on budget:

(a) all information provided as part of the Services is an opinion only, based on STUDIO BELLE's experience and the information provided to STUDIO BELLE by the Client.

(b) STUDIO BELLE does not guarantee any particular outcome, or any particular decision from any authority on any issue.

(c) no information provided by STUDIO BELLE as part of the Services is intended to be legal or financial advice of any kind and it should not be relied on as such. The Client should obtain specific financial, legal or other professional advice before relying on the Services.

(d) no information provided by STUDIO BELLE is or should be interpreted, construed or relied upon by any person as constituting a certification, permit, approval or similar in relation to any building or construction work related to the Services. The Client agrees that any certifications, permits, approvals or similar required in relation to any building or construction work related to the Services must be obtained by a suitably qualified person, including but not limited to a builder, a building surveyor or an engineer.

(e) the Client will be required to enter into its own contracts with third parties and STUDIO BELLE will not be held liable for any representations made by such third parties;

(f) STUDIO BELLE is not responsible, and to the maximum extent permitted by applicable law disclaims any liability for, any interpretations made on any reports or other documents produced by STUDIO BELLE in performing the Services.

(g) STUDIO BELLE is not responsible, and to the maximum extent permitted by law disclaims any liability for, any third-party use of any reports or other documents produced by STUDIO BELLE in performing the Services.

5.4 FURNITURE AND ART SELECTION

If the Services include Furniture and Art Selection Services, the Client acknowledges and agrees that the Furniture and Art Selection Services are limited to STUDIO BELLE recommending furniture, art and any other items to the Client and it is the Client's responsibility to procure the furniture, art and any other items themselves.

5.5 FURNITURE PROCUREMENT

If the Services include Furniture Procurement Services, the Client acknowledges and agrees that:

(a) the actual price required to be paid for a Product (Actual Price) may be greater than the price quoted by STUDIO BELLE to the Client (Quoted Price). This may be due to a range of factors including import duties and taxes, currency fluctuations, and cost of raw materials; and

(b) where the price variance between the Quoted Price and the Actual Price (Variance) is greater than 15%, STUDIO BELLE will contact Client and Client will have option to either:

(i) pay STUDIO BELLE the Variance; or

(ii) cancel the Product and STUDIO BELLE will refund the Client the cost of the Product less any costs already incurred by STUDIO BELLE.

(c) For the avoidance of doubt, if the Variance is less than 15% the Client acknowledges and agrees to pay STUDIO BELLE the Variance.

(d) Unless otherwise agreed, STUDIO BELLE will require the Client to make payment of any Product in full before the Product is purchased by STUDIO BELLE on behalf of the Client.

(e) the Actual Price is exclusive of installation fees, shipping and delivery fees, and supplier freight charges (Delivery and Handling Fees).

(f) Delivery and Handling Fees can only be calculated upon completion of the Services, and the Client must pay any applicable Delivery and Handling Fees as set out in the final invoice;

(g) It is the Client's responsibility to accept delivery of the Products (or otherwise arrange for STUDIO BELLE to accept delivery, if agreed by STUDIO BELLE). STUDIO BELLE will not be liable for any failure of delivery.

(h) STUDIO BELLE will not be liable for any damages caused by any delivery services by third party suppliers.

(i) All Products must at all times be used in accordance with the manufacturer's instructions and Products purchased by STUDIO BELLE will have only the benefit of any warranty given, return policy and insurance held by the manufacturer. In the case where STUDIO BELLE is considered the manufacturer, any warranty or insurance held by STUDIO BELLE will only be to the extent required under the Competition and Consumer Act 2010 (Cth).

(j) Although STUDIO BELLE may receive a trade discount from Product suppliers from to time (Discount), the Client acknowledges and accepts that STUDIO BELLE will not pass on any Discount to the Client. Any difference is to cover the procurement service provided by STUDIO BELLE.

(k) The Client further acknowledges and accepts that any Products, including furniture and/or items, procured by STUDIO BELLE will be purchased at the Recommended Retail Price (RRP).

(l) While recommendations are made with all care and diligence, by accepting a recommendation or authorising a part of any recommendation of STUDIO BELLE, the Client:

(i) confirms that the Client has satisfied themselves as to the suitability of any Product to be installed or provided; and

(ii) accepts any risks (whether they be obvious or not) in following a recommendation by STUDIO BELLE.

(m) STUDIO BELLE do not accept change of mind returns for any Products purchased by STUDIO BELLE as part of the Services.

(n) The Client acknowledges that despite STUDIO BELLE's reasonable precautions, Product details may be communicated to the Client with incorrect price, or with incorrect availability and/or other information, due to typographical errors or errors by the Product suppliers. In such circumstances, STUDIO BELLE reserves the right to substitute the Products with a comparative product.

(o) STUDIO BELLE endeavours to ensure that the descriptions and specifications in relation to the Products it supplies are accurate. However, photographs, drawings, weights, dimensions and any other particulars are based on information provided by third parties and STUDIO BELLE does not guarantee that such information is accurate or free from errors or omissions.

5.6 STORAGE

If STUDIO BELLE in providing its Furniture Procurement Services agrees to store the Products on behalf of the Client, the Client acknowledges and agrees that:

(a) STUDIO BELLE will charge the Client for any applicable storage fees upon the completion of the Services (Storage Fee) in the amounts set out in the final invoice;

(b) STUDIO BELLE will prepare an inventory of Products to be stored and the Client must check such inventory and confirm in writing that all of the Products to be stored are included in the inventory;

(c) STUDIO BELLE may move the Products from one storage facility to another at its discretion at no extra cost to the Client. STUDIO BELLE will notify the Client, if it moves the Products to another storage facility within a reasonable time of the proposed move date;

(d) the Client may request STUDIO BELLE to move the Products from its storage facility to the Delivery Address by providing STUDIO BELLE with 5 days' notice;

(e) the Client agrees to remove the Products from STUDIO BELLE'S storage facility within 28 days of STUDIO BELLE issuing the Client with a written notice. If the Client does not remove the Products from STUDIO BELLE'S storage facility within 28 days, the Client provides consent for STUDIO BELLE to deliver the Products to you;

(f) while STUDIO BELLE takes great care when providing its Services, storage and removal of Products can and often do occasion damage to products being transported and other property. Such damage is inherent in moving products that were not designed to be moved and is often unavoidable. Where damage to the Client's Products and/or Premises occurs, STUDIO BELLE will not be liable for such damage, except for where it was negligent in performing the Services; and

(g) for the avoidance of doubt, where the Client incurs costs repairing any damage to the Products occasioned during the provision of the Services, whether by employing third parties to conduct repairs or otherwise, STUDIO BELLE will not be liable for such costs.

5.7 CHANGES TO SERVICES

(a) The Client must pay a 'change in scope fee', in an amount reasonably determined by STUDIO BELLE (Change Fee), for changes to Services requested by the Client which alter the scope set out in an Order Form and require STUDIO BELLE to perform additional work or incur additional costs (Changes).

(b) 'Changes' include but are not limited to:

(i) any new change that will alter STUDIO BELLE's documentation after STUDIO BELLE has started the documentation;

(ii) a change to the Client's Budget by more/less than 20%, which results in changes to STUDIO BELLE's Designs and/or documentation;

(iii) any new change requested by the Client after the Sign-off on a Stage in accordance with clause 6.1(c); and

(iv) any new change requested after the Client after the conclusion of the Amendment Period in accordance with clause 7.2.

(c) Unless otherwise agreed in writing, STUDIO BELLE may at its discretion extend or modify any delivery schedule or deadlines for the Services as may be reasonably required by such Changes.

(d) STUDIO BELLE will only be required to perform Changes, if:

(i) STUDIO BELLE agrees in writing to perform the Changes;

(ii) the Client confirms in writing that they wish for STUDIO BELLE to proceed with the Changes and the relevant Change Fee; and

(iii) the Client pays the Change Fee, in accordance with 8.1 as if it was a Fee.

5.8 CHANGES TO FURNITURE

(a) If the Services include furniture selection and/or procurement, STUDIO BELLE will require the Client to approve the relevant furniture selected. Following such approval, in the event that the Client wishes to change the selected furniture:

(i) it must notify STUDIO BELLE of this as soon as possible. The Client acknowledges that it may not be possible to change the selection where advised by STUDIO BELLE (such as where furniture has already been ordered), and STUDIO BELLE's decision in this regard is final;

(ii) if STUDIO BELLE advises that it is possible to change the furniture, the Client must pay STUDIO BELLE additional fees based on the time spent by STUDIO BELLE in connection with considering, researching and effecting such changes charged at STUDIO BELLE's then current hourly rate. Such fees are payable by the Client to STUDIO BELLE within 7 days of invoice by STUDIO BELLE; and

(iii) the costs of the furniture may change, depending on the changes to the furniture.

5.9 REFERRALS

STUDIO BELLE may recommend services and/or products supplied by a third-party contractors or suppliers. In some instances, the business is related to STUDIO BELLE. The Client acknowledges that STUDIO BELLE may profit from services provided or orders placed by the Client with that business, either indirectly or directly by a referral fee.

5.10 TIMING

(a) In the course of STUDIO BELLE performing the Services, the parties may agree to a schedule for providing Services, including estimated dates for delivery and completion (Schedules). Where the Services include photoshoots, STUDIO BELLE may request that the Client and any third-party contractors (such as builders) enter into a memorandum of understanding setting out each party's obligations and associated due dates.

(b) STUDIO BELLE will use its best efforts to meet these Schedules, however, due to various reasons may not always be able to do so and the Client agrees that any Schedules the parties agree to are estimates only and are non-binding on STUDIO BELLE.

(c) Without limitation STUDIO BELLE reserves the right to revise a Schedule if the delay is caused by the Client's failure to provide timely feedback or other information reasonably requested by STUDIO BELLE to perform the Services, or if a third-party supplier causes any delays. STUDIO BELLE will not be liable for any

loss, cost expense, damage or any other amount that the Client may incur or suffer arising from any failure to meet a Schedule.

6 CLIENT OBLIGATIONS

6.1 GENERAL

(a) (Provide information) The Client must provide STUDIO BELLE with all documentation, information and assistance reasonably required for STUDIO BELLE to perform the Services.

(b) (Access to Property) The Client must provide STUDIO BELLE with access to the Property to the extent reasonably required by STUDIO BELLE to perform the Services.

(c) (Sign off) For Services that are delivered in stages, the Client must sign off on each stage of the Service (Stage) and acknowledges that until the Client signs off on a completed stage of a Service, STUDIO BELLE will not commence the next stage of the Service (Sign-off). STUDIO BELLE will not be held liable for any delays resulting from the Client not signing off on a completed stage of a Service within a reasonable timeframe or failing to sign off.

(d) (Approvals) The Client is responsible for obtaining and maintaining all permits and necessary approvals for compliance with local, state and federal government requirements relating to the Services or the Property.

(e) (Compliance with laws) The Client agrees that it will not, by receiving or requesting the Services breach any applicable Laws.

6.2 BYPASSING AND NON-SOLICITATION

(a) The Client agrees:

(i) that the Client must only communicate with STUDIO BELLE directly and to not communicate with STUDIO BELLE's contractors or subcontractors for the duration of this agreement (Bypassing); and

(ii) to not, either directly or indirectly, for the duration of this agreement and for the Restraint Period after this agreement terminates , solicit or attempt to solicit any business, work, or other commercial benefit, for any goods or services provided by STUDIO BELLE's Personnel, that the Client came to know through STUDIO BELLE, or to whom the Client receives Services from, in connection with this agreement, other than on the terms of this agreement (Non-Solicitation).

(b) For the purposes of this agreement "Restraint Period" means:

(i) 12 months, or if that is held to be unenforceable;

(ii) 9 months, or if that is held to be unenforceable;

(iii) 6 months, or if that is held to be unenforceable;

(iv) 3 months.

7 DELIVERABLES

7.1 GENERAL

(a) A deliverable includes the deliverables as outlined in the Design Proposal and provided by STUDIO BELLE to the Client (Deliverables)

(b) Unless otherwise agreed, all Deliverables will be delivered in non-editable PDF format.

7.2 AMENDMENTS TO DELIVERABLES

(a) The Client will be provided with 1 round of amendments in relation to each Deliverable provided from STUDIO BELLE to the Client in the course of providing the Services.

(b) The Client will have 7 days from the date STUDIO BELLE provides the Client with the Deliverable to request any amendments to the Deliverable (Amendment Period).

(c) If no amendments are requested by the Client during the Amendment Period, at the end of the Amendment Period the Deliverable(s) will automatically be taken to have been completed, approved, and accepted by the Client and no further amendments are permitted to be made.

8 PAYMENT

8.1 DEPOSIT

(a) The Client must pay the Deposit set out in an Order Form prior to any Services or Products being provided.

(b) Subject to clause 18.2(b), the Deposit is non-refundable, non-transferrable and cannot be exchanged for a credit.

(c) The Client acknowledges and agrees that STUDIO BELLE may, in its absolute discretion, garnish all or some of the Deposit where the Client cancels the Services prior to their completion.

8.2 FEES

(a) The Client must pay to STUDIO BELLE the Fees on or before the Milestone(s) or Due Date(s) and in accordance with the terms set out in an invoice, as set out in an Order Form or as otherwise agreed in writing.

(b) If there is no Milestone or Due Date set out in an Order Form in relation to a Fee, that Fee must be paid at the time set out in the relevant invoice issued by STUDIO BELLE.

8.3 INVOICES

STUDIO BELLE will issue a valid tax invoice to the Client for payment of the Fees. The Client must pay the Fees, including any applicable Delivery and Handling Fees, Storage Fees, Incidentals and Surcharges, in accordance with the remittance method set out in an invoice or as otherwise agreed in writing.

8.4 ELEPAY

(a) This clause applies where the STUDIO BELLE agrees that the Client will pay the Fees using funding provided by Elevare Pay Easy Pty Ltd ACN 634 728 591 trading as "Elepay" (Elepay).

(b) If the Client uses Elepay to pay the Fees for Services, the Client's use of Elepay will be subject to the terms and conditions of its agreement with Elepay, including in relation to events of default and interest on late payments. STUDIO BELLE is not a party to any agreement between the Client and Elepay and the Client is entirely responsible for meeting its obligations to Elepay under that agreement.

(c) By completing an Order Form and nominating to pay the Fees via Elepay, the Client directs and authorises STUDIO BELLE to receive the Fees from Elepay in satisfaction of the Client's obligation to pay the Fees under this agreement.

(d) The Client acknowledges and agrees that STUDIO BELLE reserves the right to refuse to provide the Services if the Fees remain unpaid for any reason (including where the Client has received approval from Elepay).

(e) The Client indemnifies STUDIO BELLE for any loss incurred by STUDIO BELLE due to the Client's failure to comply with the terms of this agreement and the terms of the agreement between the Client and Elepay.

8.5 LATE PAYMENTS

(a) If the Client does not pay STUDIO BELLE the Fees on or before they are due in accordance with clause 8.2 then, without limiting any of STUDIO BELLE's other rights under this agreement (or otherwise at law or in equity), interest will accrue and the Client must pay STUDIO BELLE that interest at the rate of 10% per annum, calculated on a daily basis, on each amount outstanding, from the due date for payment set out on the invoice to the date on which the payment is received by STUDIO BELLE.

(b) STUDIO BELLE reserves the right to stop performing the Services for the Client if no payment is received within 14 days from the date an invoice is issued.

(c) If the Client does not make payment after a further 30 days, STUDIO BELLE reserves the right to refer the debt to third party debt collectors. All costs and expenses charged by the third-party debt collectors for their services will be paid by the Client.

8.6 EXPENSES

Unless otherwise agreed in writing, the Client will bear:

(a) all travel, accommodation, media and related expenses reasonably incurred by STUDIO BELLE in connection with the Services;

(b) any third party costs incurred by STUDIO BELLE in the course of providing the Services and/or Products may be billed to the Client, unless specifically otherwise provided for in an Order Form; and

(c) all costs associated with obtaining any consents or approvals.

8.7 GST

Unless otherwise indicated, amounts stated in the Order Form do not include GST. In relation to any GST payable for a taxable supply by STUDIO BELLE, the Client must pay the GST subject to STUDIO BELLE providing a tax invoice.

8.8 CARD SURCHARGES

STUDIO BELLE reserves the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express) (Surcharges).

8.9 INCIDENTALS

In addition to Surcharges, STUDIO BELLE reserves the right to charge for any incidentals, capped to a maximum of 3% on the total Fees (Incidentals). This includes but is not limited to, bank charges and administration fees.

9 DORMANCY POLICY

(a) If the Client has not:

(i) replied to any communications regarding the Services from STUDIO BELLE for a period of 30 days; or

(ii) submitted any content requested by STUDIO BELLE or provided any documentation, information and assistance reasonably requested by STUDIO BELLE to perform the Services for a period of 30 days from that request,

the project will be archived and considered dormant (Dormant Project).

(b) STUDIO BELLE will, at its discretion:

(i) archive a Dormant Projects, reserving the right to discontinue the Services on a Dormant Project until STUDIO BELLE is re-engaged by the Client; or

(ii) terminate a Dormant Project.

(c) Where STUDIO BELLE elects to archive a Dormant Project in accordance with clause 8(b)(i), the client acknowledges and agrees that:

(i) a re-engagement fee of $1000.00+ gst is payable for the resumption of the Services on a Dormant Project; and

(ii) STUDIO BELLE reserves the right to adjust any Due Dates on a Dormant Project and the Client acknowledges that STUDIO BELLE may choose to service the needs of other clients before resuming work on a Dormant Project.

10 ACCREDITATIONS

(a) All photographs and videos of any Services provided to the Client must bear an accreditation and/or a copyright notice including the STUDIO BELLE's name in the form, size and location, if directed by STUDIO BELLE.

(b) The Client will allow STUDIO BELLE to take photographs or video content of the Property and any Services it has provided under this agreement for the purposes of marketing or promoting STUDIO BELLE's services. This includes describing, reproducing, publishing and displaying any photographs or videos in STUDIO BELLE's portfolios, construction wraps, websites and across all social media platforms. For clarity, this clause 8(b) does not apply if the consent to photography has not been ticked on page 2 of this agreement.

11 RELATIONSHIP

(a) The parties acknowledge that STUDIO BELLE is an independent contractor and not the Client's employee. Unless specified otherwise in this agreement, STUDIO BELLE is not the Client's agent and has no authority to bind the Client or act on the Client's behalf at any time.

(b) Where the Services require STUDIO BELLE to engage or direct a Third Party Contractor or purchase goods on the Client's behalf, the Client acknowledges that in doing so STUDIO BELLE is at all times acting solely as the Client's agent.

12 CONFIDENTIALITY

(a) Except as contemplated by this agreement, each party must not, and must not permit any of its officers, employees, agents, contractors or related companies to, use or disclose to any person any Confidential Information disclosed to it by the other party without its prior written consent.

(b) This clause 12 does not apply to:

(i) information which is generally available to the public (other than as a result of a breach of this Agreement or another obligation of confidence);

(ii) information required to be disclosed by any law; or

(iii) information disclosed by STUDIO BELLE to its subcontractors, employees or agents for the purposes of performing the Services or its obligations under this agreement.

(c) For the purposes of this agreement, "Confidential Information" means information of or provided by a party to the other party under or in connection with this Agreement that is by its nature confidential information, is designated by

the party as confidential, or the other party knows or ought to know is confidential, but does not include information which is or becomes, without a breach of confidentiality, public knowledge.

(d) The parties acknowledge and agree that STUDIO BELLE's Confidential Information includes its internal files relating to the Services, including supplier communications, quotes, invoices and receipts, price lists (including those obtained from suppliers and wholesalers) and similar, and notwithstanding any other provision of this agreement, STUDIO BELLE retains ownership of such Confidential Information and is not required to release it to the Client at any time.

13 INTELLECTUAL PROPERTY

13.1 DEFINITIONS

In this clause, the following terms have the following meanings in relation to Intellectual Property Rights:

(a) Existing Material means Material of either party, other than New Material;

(b) New Material means Material that is created, written, developed or otherwise brought into existence during the Term for the purposes of this agreement; and

(c) Material means tangible and intangible information, documents, reports, software (including source and object code), inventions, data and other materials in any media whatsoever, however excluding STUDIO BELLE's Confidential Information.

13.2 EXISTING MATERIAL

(a) Unless otherwise stated in an Order Form:

(i) each party retains ownership of the Intellectual Property Rights in its Existing Material; and

(ii) nothing in this agreement transfers ownership of, or assigns any Intellectual Property Rights in, either party's Existing Material to the other party.

(b) The Client grants to STUDIO BELLE (and its Personnel) a non-exclusive, royalty free, non-transferable, worldwide and irrevocable licence to use its Existing Material to the extent reasonably required to perform any Services.

(c) The Client warrants that STUDIO BELLE's use of the Client's Existing Material will not infringe the Intellectual Property Rights of any third party and will indemnify STUDIO BELLE from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of such infringement.

(d) STUDIO BELLE grants to the Client a non-exclusive, royalty free, non-transferable and revocable licence to use its Existing Material, to the extent:

(i) such Existing Material is incorporated into the New Material; and

(ii) such use is reasonably required for the Client to enjoy the benefit of the Services.

13.3 NEW MATERIAL

(a) Unless otherwise stated in an Order Form, Intellectual Property Rights in New Material are immediately assigned to and vest in STUDIO BELLE as those rights are created.

(b) Subject to clause 13.3(c), STUDIO BELLE grants to the Client a perpetual, irrevocable, non-transferable, worldwide and royalty free licence to use, copy, modify and adapt the New Material to the extent such use is reasonably required for the Client to enjoy the benefit of the Services.

(c) The licence granted in clause 13.3(b) only applies to final Deliverables. STUDIO BELLE does not grant the Client a licence to any New Material that consists of working or draft designs or drawings.

13.4 THIRD PARTY INTELLECTUAL PROPERTY

STUDIO BELLE warrants that:

(a) the provision of the Services to the Client; and

(b) the Client's receipt and use of the Services for their intended purpose,

will not infringe the Intellectual Property Rights of any third party.

14 ARTIFICIAL INTELLIGENCE

(a) The Client acknowledges that STUDIO BELLE may use Artificial Intelligence systems, machine learning tools or other automated technologies to assist in the provision of the Services, including research, drafting, data analysis and content development.

(b) Where Artificial Intelligence tools are used:

(i) STUDIO BELLE will take reasonable steps to ensure that confidential information and Client Materials are not improperly disclosed to Third Party systems;

(ii) all outputs will be reviewed and edited by STUDIO BELLE's Personnel before being provided to the Client; and

(iii) the use of such tools will not affect the ownership of Intellectual Property as set out in this agreement.

(c) The Client acknowledges that outputs generated using Artificial Intelligence tools may require human review and verification and that STUDIO BELLE does not warrant that such outputs will be entirely free from errors or Third Party rights issues.

(d) The Client must not provide Client Materials that have been generated or obtained using Artificial Intelligence tools in a manner that infringes the intellectual property rights, copyright, or other rights of any Third Party.

(e) The Client warrants that all Client Materials supplied to STUDIO BELLE, including any materials generated using Artificial Intelligence tools, comply with applicable laws, and do not infringe any Third Party rights.

15 WARRANTIES

(a) To the maximum extent permitted by applicable law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in this agreement or an Order Form are excluded.

(b) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the Competition and Consumer Act 2010 (Cth) (ACL). Under the ACL, the Client may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.

16 THIRD PARTY GOODS AND SERVICES

16.1 SERVICES PROVIDED TO YOU BY THIRD PARTIES

(a) STUDIO BELLE may subcontract any aspect of providing the Services and the Client hereby consents to such subcontracting.

(b) STUDIO BELLE will use reasonable endeavours to ensure that such subcontractors comply with the provisions of this agreement, however a breach by such subcontractors of this agreement will not be deemed a breach by STUDIO BELLE.

16.2 THIRD PARTY TERMS

(a) Any Service that requires STUDIO BELLE to acquire goods and services supplied by a third party on behalf of the Client may be subject to the terms & conditions of that third party (Third Party Terms), including any 'no refund' and cancellation policies.

(b) During the course of providing the Services, STUDIO BELLE may recommend Third Party Contractors for the Client to contract with directly for specific services. Any recommendation made by STUDIO BELLE does not constitute endorsement of that Third Party Contractor and the Client is under no obligation to engage the services of that Third Party Contractor.

(c) If STUDIO BELLE recommends a Third-Party Contractor, and the Client engages directly with them under their Third-Party Terms, the Client's relationship and liability in relation to the subject matter of those services is with the Third-Party Contractor.

(d) The Client agrees to any Third-Party Terms applicable to any goods and services supplied by a third party that the Client or STUDIO BELLE acquires as part of the Services and STUDIO BELLE will not be liable for any loss or damage suffered by the Client in connection with such Third-Party Terms.

(e) If the Client rejects any Third-Party Terms applicable to any goods and services, the Client acknowledges and accepts that STUDIO BELLE may not be able to provide the Services to the Client and clause 18 may apply.

17 LIABILITY

17.1 LIMITATION OF LIABILITY

(a) To the maximum extent permitted by applicable law, the total liability of each party in respect of loss or damage sustained by the other party in connection with this agreement is limited to the total Fees paid to STUDIO BELLE by the Client under the most recent Order Form.

(b) Clause 17.1(a) does not apply to limit the Client's liability in respect of loss or damage sustained STUDIO BELLE arising from:

(i) the Client's breach of any term of this agreement; or

(ii) the Client's (or the Client's employee's, contractor's or agent's) negligent, fraudulent or criminal act or omission.

17.2 CONSEQUENTIAL LOSS

To the maximum extent permitted by law, neither party will be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue in connection with this agreement or any goods or services provided by STUDIO BELLE, except:

(a) in relation to a party's liability for fraud, personal injury, death or loss or damage to tangible property; or

(b) to the extent this liability cannot be excluded under the Competition and Consumer Act 2010 (Cth).

17.3 DELIVERY OF PRODUCTS

To the maximum extent permitted by law, STUDIO BELLE also will not be liable for any loss or damage:

(a) to Products caused during shipping or delivery; and

(b) to the Property caused by any delivery services by third party suppliers.

18 TERMINATION

18.1 TERMINATION FOR CONVENIENCE

(a) Either party may terminate this agreement for convenience at any time by providing 1 months' written notice to the other party.

(b) Where the Client terminates this agreement in accordance with this clause 18.1, the Deposit will not be refunded to the Client.

18.2 TERMINATION FOR CAUSE

(a) Either party (Non-Defaulting Party) may terminate this agreement immediately by written notice to the other party (Defaulting Party) if the Defaulting Party:

(i) is in breach of this agreement and either:

(A) fails to remedy such breach within 14 days of receiving notice from the Non-Defaulting Party requiring it to remedy such breach; or

(B) that breach is not capable of remedy; or

(ii) ceases, suspends or threatens to cease or suspend to conduct its business; or

(iii) becomes subject to any form of insolvency or bankruptcy administration.

(b) If the Client terminates this agreement in accordance with clause 18.2 then the Deposit will not be refunded to the Client (unless otherwise agreed by STUDIO BELLE, at its absolute discretion, to provide a partial refund of the Deposit).

18.3 ACCRUED RIGHTS AND LIABILITIES

The expiration or termination of this agreement will not prejudice any accrued rights or liabilities of either party, nor excuse either party from a breach of this agreement occurring prior to expiration or termination of this agreement.

18.4 EFFECT OF TERMINATION

Upon termination of this agreement:

(a) the Client must pay all amounts owed for goods or services already provided as at the date of termination;

(b) the Client must pay any payments required to STUDIO BELLE's suppliers to discontinue their work (including any cancellation or restocking fees payable by Third Party Terms)

(c) each party must return all property and Confidential Information of other party to the other party;

(d) no rights, liabilities or remedies of any party will be invalidated by the termination.

18.5 ORDER FORMS

(a) The same rights and responsibilities set out in this clause 18 apply to each Order Form as it applies to the agreement as a whole.

(b) In the event either party elects to terminate this agreement as a whole or a single or multiple Order Form under this clause 18, any notice required to be given regarding the termination must clearly state whether the termination notice is to effect a single or multiple Order Forms or the agreement as a whole.

(c) In the event the termination is for:

(i) a single or multiple Order Forms, such termination will not impact any other Order Forms then current, or the effect of this agreement as a whole; or

(ii) the agreement as a whole, such termination will be deemed to affect the agreement as a whole as well as all Order Forms then current.

18.6 SURVIVAL

Any clause that by its nature would reasonably be expected to be performed after the termination or expiry of this agreement will survive and be enforceable after such termination or expiry.

19 DISPUTE RESOLUTION

(a) A party claiming that a dispute has arisen under or in connection with this agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.

(b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.

(c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

20 FORCE MAJEURE

(a) If a party (Affected Party) becomes unable, wholly or in part, to carry out an obligation under this agreement (other than an obligation to pay money) due to a Force Majeure Event, the Affected Party must give to the other party prompt written notice of:

(i) reasonable details of the Force Majeure Event; and

(ii) so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.

(b) Subject to compliance with clause 20(a), the relevant obligation will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure Event.

(c) The Affected Party must use its best endeavours to overcome or remove the Force Majeure Event as quickly as possible.

(d) For the purposes of this agreement, a 'Force Majeure Event' means any:

(i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;

(ii) strikes or other industrial action outside of the control of the Affected Party;

(iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or

(iv) any decision of a government authority in relation to COVID-19, or any threat of COVID-19 beyond the reasonable control of the Affected Party, to the extent it affects the Affected Party's ability to perform its obligations.

21 NOTICES

(a) A notice or other communication to a party under this agreement must be:

(i) in writing and in English; and

(ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (Email Address). The parties may update their Email Address by notice to the other party.

(b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:

(i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring Business Day in that state or territory; or

(ii) when replied to by the other party,

whichever is earlier.

22 GENERAL

22.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this Agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

22.2 AMENDMENTS

This agreement may only be amended in accordance with a written agreement between the parties.

22.3 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

22.4 SEVERANCE

Any term of this Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this Agreement is not limited or otherwise affected.

22.5 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

22.6 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

22.7 COUNTERPARTS

This agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this agreement and all together constitute one agreement.

22.8 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

22.9 ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

22.10 INTERPRETATION

(a) (singular and plural) words in the singular includes the plural (and vice versa);

(b) (currency) a reference to $; or "dollar" is to Australian currency;

(c) (gender) words indicating a gender includes the corresponding words of any other gender;

(d) (defined terms) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(e) (person) a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;

(f) (party) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;

(g) (this agreement) a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;

(h) (document) a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;

(i) (headings) headings and words in bold type are for convenience only and do not affect interpretation;

(j) (includes) the word "includes" and similar words in any form is not a word of limitation; and

(k) (adverse interpretation) no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.

23 DEFINITIONS

In this agreement, the following words and phrases have the following meaning:

TERM	MEANING
Budget	Has the meaning given in clause 5.1(c).
Building Works	Any renovation, construction (including extension or new build), or any other modification to the Property.
Business Day	A day (other than a Saturday, Sunday or any other day which is a public holiday) on which banks are open for general business in New South Wales, Australia.
Deliverables	Has the meaning given in clause 7.1(a).
Design	Has the meaning given in clause 5.1(a).
FF&E Schedule	means the Fixtures, Fittings & Equipment Schedule (in a form specified by STUDIO BELLE from time to time) setting out the exact fixtures, fittings, finishes and equipment included in a Design and provided to the Client for approval
Intellectual Property Rights	All copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade secret, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of this agreement both in Australia and throughout the world.
Laws	Any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in the relevant jurisdiction(s) where the Services are performed or received and includes any industry codes of conduct.
Personnel	Employees, secondees, agents and subcontractors (who are individuals), including employees and contractors (who are individuals) of subcontractors.
Products	the products, including but not limited to any furniture, art and or any other items set out in an Order Form and/or an attached Proposal (if applicable) that STUDIO BELLE will provide the Client.
Property	the Client's property and the relevant work site set out in an Order Form.
Proposal	the design proposal provided by STUDIO BELLE and as attached to the Order Form from time to time, to set out the scope of work in the Services.
Render	Has the meaning given in clause 5.1(d).
Sign-off	Has the meaning given in clause 6.1(c).
Stage	Has the meaning given in clause 6.1(c).
Third Party Contractor	Has the meaning given in clause 5.2(a).