



Aesthetic Home Designs
Brisbane, QLD
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www.aesthetichome.com.au

TERMS AND CONDITIONS

1. APPLICATION

1.1 Aesthetic Homes' Conditions are applicable to all Products and Services provided to the Client. Upon the formation of the Contract as per clause 2, the Client is considered to have read and agreed to the terms of the Proposal and these Conditions.

2. PROPOSALS (Quotes)

2.1 The validity of the Proposal we provide are valid for a period of 2 weeks. In the event that no date is specified, the Proposal will remain valid for a period of 2 weeks from the date of the Proposal sent date. Any acceptance of the Proposal beyond this time frame will be considered null and void unless it is confirmed in writing by Aesthetic Home.

2.1.1 Upon expiry, a new quote will be required. Due to potential manufacturing cost fluctuations, we cannot guarantee the original quoted amount. Aesthetic Home will aim to match or provide a closely aligned quote whenever possible.

2.2 The proposals presented by Aesthetic Home are based on the current costs of supplying the Products. Unless otherwise agreed upon, these proposals are subject to amendment by Aesthetic Home at any time before the commencement of manufacturing of the Products mentioned in the proposal, to account for any changes in costs.

2.3 If the Client wishes to accept a Proposal, the Client must sign the Proposal in the designated signature box. Once signed, the Client must pay a 50% Deposit to Aesthetic Home. Upon Aesthetic Home receiving the deposit, manufacturing will commence.

2.4 The supply of the Products specified in any Proposal is subject to Aesthetic Homes' ability to secure the materials for the manufacture and supply of the Products. If Aesthetic Home is unable to supply the Products, the Proposal will be null and void and the Deposit (if paid) will be refunded to the Client.

2.5 Aesthetic Home will supply the Products and Services on the basis specified in the Proposal. It is the responsibility of the Client to confirm the accuracy of the details of any order set out in a Proposal (whether or not a Proposal has been prepared following oral or written instructions from a Client or as a result of a representative of Aesthetic Home attending a Client's premises to take any measurements). Aesthetic Home will not be responsible for any errors or omissions in relation to the Products or Services where those errors or omissions result wholly or partially from incomplete inaccurate or unclear instructions in the Client's request for the Products or Services or are otherwise specified in the Proposal.

2.6 Once the Deposit has been paid, the Proposal cannot be altered, varied or modified without the written consent of Aesthetic Home and then upon such further terms and conditions as shall be specified by Aesthetic Home, including but not limited to the payment of extra Fees or extended timelines for delivery and/or installation.

3. ACCESS TO SITE AND OTHER OBLIGATIONS

3.1 The Client must permit and facilitate Aesthetic Home to have access to its premises at such times and on such notice as Aesthetic Home reasonably requires in connection with the supply of the Services and installation of the Products.

3.2 The Client must cooperate with Aesthetic Home or with any third party nominated by Aesthetic Home to perform the installation of the Products about any workplace health and safety obligations, issues or incidents including by ensuring a safe place of work.

4. TITLE AND RISK

4.1 Risk in the Products passes to the Client when the Products are delivered to the Client (which may be before or at the time of installation of the Products).

4.2 Title in the Products only passes to the Client upon payment in full of the Proposal to Aesthetic Home in cleared funds.

4.3 Aesthetic Home is permitted at all times by the Client to access and remove any Products while payment of the Proposal remains outstanding.

5. PRICE AND PAYMENT (Incl. LATE PAYMENTS)

5.1 The Proposal Fees must be paid in full by the Client on demand from Aesthetic Home and, in any event, before installation of the Products.

5.2 The Fees must be paid in the manner nominated by Aesthetic Home or specified in the Proposal.

5.3 The withholding of payment of the Fees or the extension of credit will be at the absolute discretion of Aesthetic Home.

5.4 Any late payment by the Client attracts a late payment fee of \$25 per week that the Client is overdue by.

5.5 Interest will accrue starting from the day after the date payment is due until payment in full (together with all outstanding late payment fees and additional costs of recovery) has been received by Aesthetic Home in cleared funds.

5.6 The Client indemnifies Aesthetic Home against all Liabilities incurred by Aesthetic Home in recovering any debts owed by the Client (including legal costs on a full indemnity basis).

6. GENERAL LIMITATION ON LIABILITY

6.1 Aesthetic Home will not be liable for and the Client releases Aesthetic Home against any Liability the Client suffers as a result of the Client not complying with any of its responsibilities listed in these Conditions and in the Warranty Terms.

6.2 Aesthetic Home grants the Client the warranties set out in the Warranty Terms. The warranties will only apply to the Products upon full payment of the Proposal Fees. If the Proposal Fees are not paid in full, the Client will not obtain the benefit of the Warranty.

6.3 The Client acknowledges that the warranties in the Warranty Terms will be void if the Client fails to adhere to the actions required of the Client in the Warranty Terms.

6.4 To the greatest extent permitted by law, Aesthetic Home will not be liable for any guarantee, warranty or representation as to the quality and fitness for purpose or otherwise of any Products or Services or in respect of their use by the Client, other than the warranties specified in the Warranty Terms.

6.5 None of the guarantees, conditions, warranties or other terms implied by the Commonwealth of Australia, State or Territory laws ('Implied Terms') apply to any Proposal or Contract except to the extent that the Implied Terms cannot be lawfully excluded.

6.6 The Client indemnifies Aesthetic Home against all Liabilities of any kind caused by any:

6.6.1 breach by the Client of the Contract or these Conditions;

6.6.2 negligent, reckless or wilful act or omission of the Client;

6.6.3 act or omission of the Client causing property damage or injury to or the death of any person; and

6.6.4 breach of any law by the Client, except to the extent caused or contributed to by Aesthetic Home.

6.7 Aesthetic Home's liability for breach of any provision of any the Contract or for breach of any Implied Term that is not excluded by these Conditions is limited at the option of Aesthetic Home to re-supplying Products and/or Services, or, paying the cost of re-supplying Products and/or Services.

6.8 In no circumstance whatsoever will Aesthetic Home be liable to the Client or any third party for any Consequential Loss arising out of the supply or late supply of the Products or Services or failure to perform or observe Aesthetic Homes' obligations under any Contract or Implied Terms that are not excluded by these Conditions.

6.9 Service calls within 12 Months from the installation are covered under Aesthetic Homes' Labour Warranty should it be a workmanship error. If it is deemed a manufacturing error, a reduced call-out fee of \$50 applies. Service calls after 12 Months will be subject to a \$100 call-out fee.

6.9.1 Call-out fees are to be paid at the time of booking. Should further charges apply that are related to any repairs recommended at the time of the visit, they will be quoted after the call-out has been finalised and a separate payment, job and booking will be created.

7. TERMINATION BY Aesthetic Home

7.1 Without prejudice to any of its other rights, Aesthetic Home may without liability and notice terminate a Contract or suspend the supply of Products or Services:

7.1.1 if the Client commits any breach of this or any other Contract with Aesthetic Home including failure to make any payments by clause 5 of these Conditions;

7.1.2 if being an individual, the Client dies or has a receiver appointed over his or her assets;

7.1.3 if being a Company, the Client calls any meeting of its creditors or has a receiver of all or any of its assets appointed or enters into liquidation or becomes subject to a winding up order of the Court ('Insolvency'); or

7.1.4 if, in the opinion of Aesthetic Home, the Client is not capable of paying any of its payments due to Aesthetic Home.

7.3 If Aesthetic Home terminates a Contract under clause 7.1, then the Client will be liable for any Liabilities which Aesthetic Home suffers in connection with such termination.

7.4 Termination by Aesthetic Home will not affect any rights or obligations that have accrued before termination.

8. TERMINATION BY Client

8.1 The Client may not terminate the Contract once it has been formed (otherwise than as a result of the Insolvency of Aesthetic Home or Aesthetic Home committing a material breach of the Contract). Termination by the Client in those circumstances must be by written notice to Aesthetic Home.

8.2 Any purported termination by the Client of the Contract (other than as permitted by clause 8.1) does not absolve the Client from any Liabilities and the Client will remain liable to pay the Proposal Fees in full within 14 days of the date of providing the notice of termination irrespective of the provision by Aesthetic Home of any Products or Services.

9. PRIVACY

9.1 To the extent that Aesthetic Home has obligations under the Privacy Act 1989 (Cth) ('Privacy Act'), it remains fully responsible for those obligations and ensures that the Products and Services will comply with those obligations.

9.2 The Client acknowledges the basis on which (and purposes for which) Aesthetic Home may collect personal information of the Client and authorises such collection by the terms of Aesthetic Home Privacy Policy from time to time. If no such Privacy Policy is available on Aesthetic Home's website the Client authorises the collection and use of personal information for all business purposes of Aesthetic Home, including marketing and sale of goods, sharing with installers, manufacturers and suppliers, professional advisers and business partners. The Client expressly permits Aesthetic Home to provide personal information (as defined in the Privacy Act) to third parties in connection with the supply of the Products and Services.

10. FORCE MAJEURE

10.1 Aesthetic Home will not be liable for any Liability caused by Aesthetic Home's failure to supply Products or provide services as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, strike, lockout, war, pandemic, or any other matter beyond Aesthetic Home's reasonable control.

10.2 Both parties will take reasonable steps to mitigate the effects of a force majeure event.

11. SUB-CONTRACTING

11.1 Aesthetic Home may sub-contract the supply and/or installation of the Products or Services.

12. GOVERNING LAW AND JURISDICTION

12.1 This Contract will be governed by the laws of Queensland, and the parties submit to the non-exclusive jurisdiction of the Queensland courts.

13. ASSIGNMENT

13.1 The Client must not assign its rights under a Contract without the consent of Aesthetic Home, which consent may be withheld at Aesthetic Home's absolute discretion.

13.2 Aesthetic Home may assign its rights under a Contract without the consent of the Client.

14. MISCELLANEOUS

14.1 The Proposal, Conditions and Warranty Terms may be amended in writing with written consent from each party.

14.2 If the Client is a trustee of a trust, it is bound to these Conditions both personally and in its capacity as trustee for each trust for which it acts as trustee.

14.3 A Contract constitutes the entire agreement between the parties about its subject matter and supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about its subject matter.

14.4 Any provision of these Conditions must be read down to any extent necessary to be valid. If that is not possible, it must be severed. All other provisions of these Conditions are unaffected.

14.5 A provision of these Conditions must not be construed to the disadvantage of a party because that party was responsible for including that provision and/or that provision benefits that party.

14.6 Each indemnity, obligation of confidence and other term capable of taking effect after the expiration or termination of a Contract, remains in force after the expiration or termination of a Contract.

14.7 Any disputes arising under the contract will be resolved through mediation or arbitration before resorting to litigation, in accordance with Queensland laws.