

**1. Definitions**

- 1.1 **"All Decor"** means All Decor Pty Ltd ATF Jindabine Family Trust T/A All Decor, its successors and assigns or any person acting on behalf of and with the authority of All Decor Pty Ltd ATF Jindabine Family Trust T/A All Decor.
- 1.2 **"Client"** means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting All Decor to provide the Services as specified in any proposal, quotation, order, invoice, or other documentation, and:  
(a) if there is more than one Client, is a reference to each Client jointly and severally; and  
(b) if the Client is a partnership, it shall bind each partner jointly and severally; and  
(c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and  
(d) includes the Client's executors, administrators, successors and permitted assigns.
- 1.3 **"Confidential Information"** means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, Contracts, client information (including but not limited to, **"Personal Information"** such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.
- 1.4 **"Contract"** means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
- 1.5 **"Cookies"** means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client's computer. **If the Client does not wish to allow Cookies to operate in the background when using All Decor's website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.**
- 1.6 **"Equipment"** means all Equipment including any accessories supplied on hire by All Decor to the Client (and where the context so permits shall include any supply of Services). The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation form provided by All Decor to the Client.
- 1.7 **"Goods"** means all Goods or Services supplied by All Decor to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
- 1.8 **"GST"** means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).
- 1.9 **"Price"** means the Price payable (plus any GST where applicable) for the Goods and/or Equipment hire as agreed between All Decor and the Client in accordance with clause 6 below.

**2. Acceptance**

- 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods/Equipment.
- 2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.
- 2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
- 2.4 The Client acknowledges that the supply of Goods/Equipment on credit shall not take effect until the Client has completed a credit application with All Decor and it has been approved with a credit limit established for the account.
- 2.5 In the event that the supply of Goods/Equipment requested exceeds the Client's credit limit and/or the account exceeds the payment terms, All Decor reserves the right to refuse delivery.
- 2.6 Any advice, recommendation, information, assistance, or service provided by All Decor in relation to Goods or Services supplied is given in good faith to the Client, or the Client's agent and is based on All Decor's own knowledge and experience and shall be accepted without liability on the part of All Decor. Where such advice or recommendations are not acted upon then All Decor shall require the Client or their agent to authorise commencement of the Services in writing. All Decor shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Services.
- 2.7 The supply of Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, All Decor reserves the right to substitute comparable Goods and vary the Price as per clause 6.2. In all such cases All Decor will notify the Client in advance of any such substitution, and also reserves the right to place the Client's order and/or Services on hold, until such time as All Decor and the Client agree to such changes.
- 2.8 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 10 of the Electronic Transactions Act 2011 or any other applicable provisions of that Act or any Regulations referred to in that Act.

**3. Errors and Omissions**

- 3.1 The Client acknowledges and accepts that All Decor shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):  
(a) resulting from an inadvertent mistake made by All Decor in the formation and/or administration of this Contract; and/or  
(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by All Decor in respect of the Services.
- 3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or wilful misconduct of All Decor, the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.
- 3.3 In circumstances where the Client is required to place an order for Goods, in writing, or otherwise as permitted by these terms and conditions, the Client is responsible for supplying correct order information such as, without limitation, measurements and quantity, when placing an order for Goods (whether they are made to order Goods or not) ("**Client Error**"). The Client must pay for all Goods it orders from All Decor notwithstanding that such Goods suffer from a Client Error and notwithstanding that the Client has not taken or refuses to take Delivery of such Goods. All Decor is entitled to, at its absolute discretion to waive its right under this sub-clause in relation to Client Errors.

**4. Change in Control**

4.1 The Client shall give All Decor not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, change of trustees, or business practice). The Client shall be liable for any loss incurred by All Decor as a result of the Client's failure to comply with this clause.

**5. Credit Card Information**

5.1 All Decor will:

- (a) keep the Client's personal details, including credit card details for only as long as is deemed necessary by All Decor;
- (b) not disclose the Client's credit card details to any third party; and
- (c) not unnecessarily disclose any of the Client's personal information, except in accordance with the Privacy Act (clause 21) or where required by law.

5.2 The Client expressly agrees that, if pursuant to this Contract, there are any unpaid charges, other amounts due and outstanding by the Client, any Equipment (or any part of them) supplied on hire that are lost or damaged or any other additional charges are due from the Client which were not known at the time of the return of the Equipment, All Decor is entitled to immediately charge the Client's nominated credit card for these amounts, and is irrevocably authorised to complete any documentation and take any action to recover from the credit card issuer any and all amounts which may be due by the Client pursuant to the terms of this Contract.

**6. Price and Payment**

6.1 At All Decor's sole discretion, the Price shall be either:

- (a) as indicated on any invoice provided by All Decor to the Client; or
- (b) the Price as at the date of Delivery of the Goods/Equipment according to All Decor's current price list; or
- (c) All Decor's quoted Price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.

6.2 All Decor reserves the right to change the Price:

- (a) if a variation to the Goods which are to be supplied is requested; or
- (b) if a variation to the Services originally scheduled (including any applicable plan of scheduled works or specifications) is requested; or
- (c) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, limitations to accessing the site, safety considerations, prerequisite work by any third party not being completed, change of design, pre-existing condition of structural supports to which Goods are to be affixed, hidden pipes and wiring in walls, etc.) which are only discovered on commencement of the Services; or
- (d) as a result of increases to All Decor in the cost of labour or materials which are outside the control of All Decor.

6.3 Variations will be charged for on the basis of All Decor's quotation, and will be detailed in writing, and shown as variations on All Decor's invoice. The Client shall be required to respond to any variation submitted by All Decor within ten (10) working days. Failure to do so will entitle All Decor to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.

6.4 At All Decor's sole discretion, a non-refundable deposit may be required. The deposit amount or percentage of the Price will be stipulated at the time of the order of the Goods/Services and shall become due and payable immediately upon acceptance. Unless otherwise agreed between All Decor and the Client, the balance shall be due three (3) days prior to installation.

6.5 Time for payment for the Goods/Equipment being of the essence, the Price will be payable by the Client on the date/s determined by All Decor, which may be:

- (a) by way of instalments/progress payments in accordance with All Decor's payment schedule. Such payment claims may include the reasonable value of authorised variations and the value of any materials delivered to the site but not yet installed;
- (b) thirty (30) days following the end of the month in which a statement is posted to the Client's address or address for notices;
- (c) the date specified on any invoice or other form as being the date for payment; or
- (d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by All Decor.

6.6 Payment may be made by cash, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and All Decor.

6.7 All Decor may in its discretion allocate any payment received from the Client towards any invoice that All Decor determines and may do so at the time of receipt or at any time afterwards. On any default by the Client All Decor may re-allocate any payments previously received and allocated. In the absence of any payment allocation by All Decor, payment will be deemed to be allocated in such manner as preserves the maximum value of All Decor's Purchase Money Security Interest (as defined in the PPSA) in the Goods/Equipment.

6.8 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by All Decor nor to withhold payment of any invoice because part of that invoice is in dispute. Once in receipt of an invoice for payment, if any part of the invoice is in dispute, then the Client must notify All Decor in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as All Decor investigates the disputed claim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in All Decor placing the Client's account into default and subject to default interest in accordance with clause 19.1.

6.9 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to All Decor an amount equal to any GST All Decor must pay for any supply by All Decor under this or any other agreement for the sale of the Goods/hire of the Equipment. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

**7. Delivery of Goods/Equipment**

7.1 Delivery ("Delivery") of the Goods/Equipment is taken to occur at the time that:

- (a) the Client or the Client's nominated carrier takes possession of the Goods/Equipment at All Decor's address; or

---

## All Decor Pty Ltd T/A All Decor – Terms & Conditions of Trade

---

- (b) All Decor (or All Decor's nominated carrier) delivers the Goods/Equipment to the Client's nominated address even if the Client is not present at the address.
- 7.2 At All Decor's sole discretion, the cost of Delivery is included in the Price.
- 7.3 All Decor may deliver the Goods/Equipment in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 7.4 Any time specified by All Decor for Delivery of the Goods/Equipment is an estimate only and All Decor will not be liable for any loss or damage incurred by the Client as a result of Delivery being late. However, both parties agree that they shall make every endeavour to enable the Goods/Equipment to be delivered at the time and place as was arranged between both parties. In the event that All Decor is unable to supply the Goods/Equipment as agreed solely due to any action or inaction of the Client, then All Decor shall be entitled to charge a reasonable fee for redelivery and/or storage.
- 8. Risk**
- 8.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.
- 8.2 If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Client, All Decor is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by All Decor is sufficient evidence of All Decor's rights to receive the insurance proceeds without the need for any person dealing with All Decor to make further enquiries.
- 8.3 If the Client requests All Decor to leave Goods outside All Decor's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk.
- 8.4 All Decor shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client. The Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate, All Decor accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.
- 8.5 Where All Decor is required to install the Goods, the Client warrants that the structure of the premises or framing upon which these Goods are to be installed is sound and will sustain the installation and work incidental thereto, and that the Client must advise All Decor of the precise location of all wiring or plumbing that may be hidden behind any surface at the installation site and clearly mark the same. All Decor shall not be liable for any claims, demands, losses, damages, costs, and expenses howsoever caused or arising should the premises or framing be unable to accommodate the installation or for any damage to hidden wiring or pipes (whether or not the Client is aware of their exact location).
- 8.6 All Decor will make every effort to match colour samples to the Goods supplied and match different batches of the Goods but will not be liable in any way whatsoever for any differences between the Goods that may occur. The Client acknowledges and accepts that Goods supplied may:
- (a) exhibit variations in shade, colour, texture, surface, finish, markings and may contain natural fissures, occlusions, lines, indentations and may fade or change colour over time;
  - (b) expand, contract, or distort as a result of exposure to heat, cold, weather;
  - (c) mark or stain if exposed to certain substances; and
  - (d) be damaged or disfigured by impact or scratching.
- 9. Carpet Flooring Risk**
- 9.1 The Client acknowledges that:
- (a) whilst carpet manufacturers make every effort to match dye lots, colours or shade may vary between batches of product and/or between sales samples and actual product supplied;
  - (b) the installation process for carpet may require seams and cross-joins and that the appearance of these may be affected by light source and in particular the construction of the chosen product; and
  - (c) carpet manufacturers cannot guarantee to produce perfectly uniform patterned product, therefore there is no guarantee that patterned product will match perfectly when installed.
- 9.2 The Client agrees to indemnify All Decor against any claims howsoever arising from the provisions in clause 9.1.
- 10. Vinyl or Cork Tile Flooring Risk**
- 10.1 The Client acknowledges and agrees that All Decor shall not be liable for any loss, damages or costs howsoever arising in the event that:
- (a) a heavy or sharp object is dropped or falls on the vinyl, as vinyl will show scratches and will get cut as it is a soft and flexible material; or
  - (b) an object is dragged across it as vinyl can rip and tear; or
  - (c) the vinyl discolours or bubbles in areas due to exposure to extreme heat (including, but not limited to, conservatories and floor to ceiling windows).
- 10.2 All Decor does not recommend vinyl to be installed over a floor that is a combination of wood and concrete, or expansion joints in concrete floors, as any movement, joint, seams in bison board, or thin line board will show through the vinyl.
- 10.3 The Client acknowledges and agrees that vinyl will not fully seal a floor around the edges particularly around showers and baths; the Client also agrees water can get underneath and therefore bubble and/or discolour the vinyl. All Decor shall not be held liable for any loss, damages or costs however arising due to the same.
- 10.4 All Decor hereby requests the Client to remove any and all appliances in the necessary installation area prior to the agreed date. The Client acknowledges and agrees that All Decor shall not be held liable for any loss, damages or costs arising due to the Client's failure to comply with this clause.
- 10.5 All Decor shall advise the Client if All Decor believes that there are any issues with the sub floor (including, but not limited to, moisture problems which may cause the vinyl to bubble and discolour) however the Client acknowledges that it is not always possible to identify such problems therefore the Client agrees that All Decor shall not be held liable in any way whatsoever should any such issue go undetected causing damage to the Goods.
- 10.6 The Client acknowledges and agrees that floor levelling compound floor preparation will help smooth out rough floors, however this will not level the floor.

**11. Timber Flooring Risk**

- 11.1 Timber is a hygroscopic material subject to expansion and contraction; therefore, All Decor will accept no responsibility for gaps that may appear in the flooring during prolonged dry periods.
- 11.2 Timber is a natural product and as such colour, shade tone, markings, and veining may vary from samples provided. Whilst All Decor will make every effort to match sales samples to the finished Goods All Decor accepts no liability whatsoever where the samples differ to the finished Goods.
- 11.3 All Decor will not accept responsibility for any damage to the floor due to microenvironments caused by air-conditioning, heating, or large expanses of glass windows without curtains or blinds.
- 11.4 Whilst All Decor will take all due care to avoid contamination of the finished surface, All Decor accepts no responsibility for contamination by natural contaminants such as dust or hair which may be present at the site.
- 11.5 All Decor will only inspect or view a timber floor from a standing position, as this is generally how you will be living on it. Minor marks or slight imperfections in the floor finish that can only be viewed from a crouching or kneeling position will not be considered defects.

**12. Clients Responsibilities**

- 12.1 It is the Clients responsibility to;
  - (a) have all areas clean and clear to enable scheduled work to be completed in accordance with the schedule of installation;
  - (b) remove all existing floor coverings, tacks and staples;
  - (c) fully disclose any information that may affect All Decors installation procedures (including, but not limited to, disclosing known breaks or tears in the membrane, extensions of existing slabs, thickened beams, curing compounds that may have been used or the use of concrete over 25mpa);.
  - (d) ensure the sub-floor is adequately ventilated and is structurally sound;
  - (e) ensure that the levels of a sub-floor are satisfactory as the floor coverings can only follow the contours of the sub-floor and will not correct unevenness;
  - (f) remove all fragile items such as glassware, crockery, pot plants, furniture, and ornaments. Breakages and damages are the responsibility of the Client. All care taken but no responsibility accepted by All Decor in this regard;
  - (g) provide adequate dustsheets to protect the Clients furniture and décor. All Decor will not accept any responsibility for cleaning or repair costs attributed to dust or damage caused by any sanding process. Flaking or crumbing walls should be temporarily covered by the Client, until the coatings are dry;
  - (h) extinguish all naked flames prior to coating including, but not limited to, pilot lights heaters etc;
  - (i) supply power to within 8 metres of the project;
  - (j) ensure that full and final lighting as designed for the completed project is fully operational prior to sanding works commencing and are made available for use at no cost for the duration of the project. Any costs incurred by All Decor will be invoiced to the Client should this requirement not be met; and
  - (k) make the premises available on the agreed date and time. If installation is interrupted by the failure of the Client to adhere to the installation schedule agreed to between All Decor and the Client, any additional costs will be invoiced to the Client as an extra.
- 12.2 All Decor is not insured to remove furniture or fittings and will not do so, nor is All Decor licensed to move gas or electrical appliances.

**13. Compliance with Laws**

- 13.1 The Client and All Decor shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services.  
*Modern Slavery*
- 13.2 For the purposes of clauses 13.2 to 13.7:
  - (a) “**Act**” means the *Modern Slavery Act 2018 (cth)*
  - (b) “**Modern Slavery**”, “**Modern Slavery Statement**” and “**Reporting Entity**” have the meanings given by the Act.
- 13.3 If the Client is a Reporting Entity, it shall comply with all of its obligations under the Act.
- 13.4 Whether the Client is a Reporting Entity or not, the Client shall:
  - (a) use reasonable endeavours to identify, assess and address risks of Modern Slavery practices in its operations and supply chains;
  - (b) use its reasonable endeavours to ensure that the personnel responsible for managing the operations and supply chains used for the purposes of the Contract have undertaken suitable training to identify and report Modern Slavery;
  - (c) use its reasonable endeavours to ensure that if at any time the Client becomes aware of Modern Slavery practices in its operations and supply chains, the Client must as soon as reasonably practicable take all reasonable steps to address or remove these practices;
  - (d) provide to All Decor a copy of any Modern Slavery Statement that it submits under the Act within seven (7) days of so doing; and
  - (e) within seven (7) days of All Decor’s request (or such longer period as All Decor agrees), provide to All Decor any information or assistance reasonable requested by All Decor;
    - (i) concerning the Client’s compliance with the Act;
    - (ii) concerning the Client’s operations and supply chains;
    - (iii) to enable All Decor to prepare a Modern Slavery Statement or otherwise comply with the Act; or
    - (iv) to enable All Decor to assess and address risks of Modern Slavery practices in its operations and supply chains.
- 13.5 The parties agree that in the circumstances a breach arises pursuant to this clause or the terms of the Act, the parties will try and resolve the breach by way of remediation and All Decor will be able to terminate the Contract for any breach by the Client.
- 13.6 The Client warrants that any information supplied to All Decor is true and accurate and may be relied upon for the purposes of the Act.
- 13.7 The Client shall indemnify All Decor against any loss or liability suffered by All Decor as a result of the Client’s breach of this clause 13.

**14. Title to Goods**

- 14.1 All Decor and the Client agree that ownership of the Goods shall not pass until:
  - (a) the Client has paid All Decor all amounts owing to All Decor; and

- (b) the Client has met all of its other obligations to All Decor.
- 14.2 Receipt by All Decor of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 14.3 It is further agreed that until ownership of the Goods passes to the Client in accordance with clause 14.1:
- (a) the Client is only a bailee of the Goods and must return the Goods to All Decor on request;
  - (b) the Client holds the benefit of the Client's insurance of the Goods on trust for All Decor and must pay to All Decor the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;
  - (c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for All Decor and must pay or deliver the proceeds to All Decor on demand;
  - (d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of All Decor and must sell, dispose of or return the resulting product to All Decor as it so directs;
  - (e) the Client irrevocably authorises All Decor to enter any premises where All Decor believes the Goods are kept and recover possession of the Goods;
  - (f) All Decor may recover possession of any Goods in transit whether or not Delivery has occurred;
  - (g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of All Decor;
  - (h) All Decor may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.
- 15. Personal Property Securities Act 2009 ("PPSA")**
- 15.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 15.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods/Equipment and/or collateral (account) – being a monetary obligation of the Client to All Decor for Services – that have previously been supplied and that will be supplied in the future by All Decor to the Client.
- 15.3 The Client undertakes to:
- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which All Decor may reasonably require to;
    - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
    - (ii) register any other document required to be registered by the PPSA; or
    - (iii) correct a defect in a statement referred to in clause 15.3(a)(i) or 15.3(a)(ii);
  - (b) indemnify, and upon demand reimburse, All Decor for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods/Equipment charged thereby;
  - (c) not register a financing change statement in respect of a security interest without the prior written consent of All Decor;
  - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods/Equipment and/or collateral (account) in favour of a third party without the prior written consent of All Decor;
  - (e) immediately advise All Decor of any material change in its business practices of selling Goods which would result in a change in the nature of proceeds derived from such sales.
- 15.4 All Decor and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 15.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 15.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 15.7 Unless otherwise agreed to in writing by All Decor, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 15.8 The Client must unconditionally ratify any actions taken by All Decor under clauses 15.2 to 15.5.
- 15.9 Subject to any express provisions to the contrary (including those contained in this clause 15), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
- 15.10 Only to the extent that the hire of the Equipment exceeds a two (2) year hire period with the right of renewal shall clause 15 apply as a security agreement in the form of a PPS Lease in respect of Section 20 of the PPSA, in all other matters this clause 15 will apply generally for the purposes of the PPSA.
- 16. Security and Charge**
- 16.1 In consideration of All Decor agreeing to supply the Goods/Equipment, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, and the Client grants a security interest in all of its present and after-acquired property for the purposes of, including but not limited to registering All Decor's security interest over the Client on the PPSA, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 16.2 The Client indemnifies All Decor from and against All Decor's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising All Decor's rights under this clause.
- 16.3 The Client irrevocably appoints All Decor and each director of All Decor as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 16 including, but not limited to, signing any document on the Client's behalf.

**17. Defects, Warranties and Returns, Competition and Consumer Act 2010 (“CCA”)**

- 17.1 The Client must inspect the Goods/Equipment on Delivery and must within twenty-four (24) hours of Delivery notify All Decor in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods/Equipment as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow All Decor to inspect the Goods/Equipment.
- 17.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non-Excluded Guarantees**).
- 17.3 All Decor acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 17.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, All Decor makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods/Equipment. All Decor’s liability in respect of these warranties is limited to the fullest extent permitted by law.
- 17.5 If the Client is a consumer within the meaning of the CCA, All Decor’s liability is limited to the extent permitted by section 64A of Schedule 2.
- 17.6 If All Decor is required to replace the Goods under this clause or the CCA, but is unable to do so, All Decor may refund any money the Client has paid for the Goods.
- 17.7 If the Client is not a consumer within the meaning of the CCA, All Decor’s liability for any defect or damage in the Goods is:
- (a) limited to the value of any express warranty or warranty card provided to the Client by All Decor at All Decor’s sole discretion;
  - (b) limited to any warranty to which All Decor is entitled, if All Decor did not manufacture the Goods;
  - (c) otherwise negated absolutely.
- 17.8 Subject to this clause 17, returns will only be accepted provided that:
- (a) the Client has complied with the provisions of clause 17.1; and
  - (b) All Decor has agreed that the Goods are defective; and
  - (c) the Goods are returned within a reasonable time at the Client’s cost (if that cost is not significant); and
  - (d) the Goods are returned in as close a condition to that in which they were delivered as is possible.
- 17.9 Notwithstanding clauses 17.1 to 17.8 but subject to the CCA, All Decor shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
- (a) the Client failing to properly maintain or store any Goods/Equipment;
  - (b) the Client using the Goods/Equipment for any purpose other than that for which they were designed;
  - (c) the Client continuing the use of the Goods/Equipment after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
  - (d) the Client failing to follow any instructions or guidelines provided by All Decor;
  - (e) fair wear and tear, any accident, or act of God.
- 17.10 All Decor may in its absolute discretion accept non-defective Goods for return in which case All Decor may require the Client to pay handling fees of up to ten percent (10%) of the value of the returned Goods plus any freight costs.
- 17.11 Notwithstanding anything contained in this clause if All Decor is required by a law to accept a return then All Decor will only accept a return on the conditions imposed by that law.
- 17.12 Subject to clause 17.1, customised, or non-stocklist items or Goods made or ordered to the Client’s specifications are not acceptable for credit or return.

**18. Intellectual Property**

- 18.1 Where All Decor has designed, drawn, or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of All Decor. Under no circumstances may such designs, drawings and documents be used without the express written approval of All Decor.
- 18.2 The Client warrants that all designs, specifications, or instructions given to All Decor will not cause All Decor to infringe any patent, registered design, or trademark in the execution of the Client’s order and the Client agrees to indemnify All Decor against any action taken by a third party against All Decor in respect of any such infringement.
- 18.3 The Client agrees that All Decor may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, or Goods which All Decor has created for the Client.

**19. Default and Consequences of Default**

- 19.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at All Decor’s sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 19.2 If the Client owes All Decor any money, the Client shall indemnify All Decor from and against all costs and disbursements:
- (a) incurred; and/or
  - (b) which would be incurred and/or
  - (c) for which by the Client would be liable;
- in regard to legal costs on a solicitor and own client basis, internal administration fees, All Decor’s Contract fees owing for breach of these terms and conditions’, including, but not limited to, contract default fees and/or recovery costs (if applicable), as well as bank dishonour fees.
- 19.3 Further to any other rights or remedies All Decor may have under this Contract, if a Client has made payment to All Decor, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by All Decor under this clause 19 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client’s obligations under this Contract.
- 19.4 Without prejudice to All Decor’s other remedies at law All Decor shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to All Decor shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to All Decor becomes overdue, or in All Decor’s opinion the Client will be unable to make a payment when it falls due;

- (b) the Client has exceeded any applicable credit limit provided by All Decor;
- (c) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

**20. Cancellation**

- 20.1 Without prejudice to any other remedies All Decor may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions All Decor may suspend or terminate the supply of Goods/Equipment to the Client. All Decor will not be liable to the Client for any loss or damage the Client suffers because All Decor has exercised its rights under this clause.
- 20.2 All Decor may cancel any Contract to which these terms and conditions apply or cancel Delivery of Goods/Equipment at any time before the Goods/Equipment are due to be delivered by giving written notice to the Client. On giving such notice All Decor shall repay to the Client any money paid by the Client for the Goods/Equipment. All Decor shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 20.3 In the event that the Client cancels Delivery of the Goods/Equipment the Client shall be liable for any and all loss incurred (whether direct or indirect) by All Decor as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 20.4 Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

**21. Privacy Policy**

- 21.1 All emails, documents, images or other recorded information held or used by All Decor is Personal Information, as defined and referred to in clause 21.3, and therefore considered Confidential Information. All Decor acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part IIIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). All Decor acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by All Decor that may result in serious harm to the Client, All Decor will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.
- 21.2 Notwithstanding clause 21.1, privacy limitations will extend to All Decor in respect of Cookies where the Client utilises All Decor's website to make enquiries. All Decor agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's:
  - (a) IP address, browser, email client type and other similar details;
  - (b) tracking website usage and traffic; and
  - (c) reports are available to All Decor when All Decor sends an email to the Client, so All Decor may collect and review that information ("collectively Personal Information")If the Client consents to All Decor's use of Cookies on All Decor's website and later wishes to withdraw that consent, the Client may manage and control All Decor's privacy controls via the Client's web browser, including removing Cookies by deleting them from the browser history when exiting the site.
- 21.3 The Client agrees for All Decor to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Client in relation to credit provided by All Decor.
- 21.4 The Client agrees that All Decor may exchange information about the Client with those credit providers and with related body corporates for the following purposes:
  - (a) to assess an application by the Client; and/or
  - (b) to notify other credit providers of a default by the Client; and/or
  - (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
  - (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two years.
- 21.5 The Client consents to All Decor being given a consumer credit report to collect personal credit information relating to any overdue payment on commercial credit.
- 21.6 The Client agrees that personal credit information provided may be used and retained by All Decor for the following purposes (and for other agreed purposes or required by):
  - (a) the provision of Goods/Equipment; and/or
  - (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods/Equipment; and/or
  - (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
  - (d) enabling the collection of amounts outstanding in relation to the Goods/Equipment.
- 21.7 All Decor may give information about the Client to a CRB for the following purposes:
  - (a) to obtain a consumer credit report;
  - (b) allow the CRB to create or maintain a credit information file about the Client including credit history.
- 21.8 The information given to the CRB may include:
  - (a) Personal Information as outlined in 21.3 above;
  - (b) name of the credit provider and that All Decor is a current credit provider to the Client;
  - (c) whether the credit provider is a licensee;
  - (d) type of consumer credit;

---

## All Decor Pty Ltd T/A All Decor – Terms & Conditions of Trade

---

- (e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
  - (f) advice of consumer credit defaults (provided All Decor is a member of an approved OAIC External Disputes Resolution Scheme), overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and All Decor has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
  - (g) information that, in the opinion of All Decor, the Client has committed a serious credit infringement;
  - (h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 21.9 The Client shall have the right to request (by e-mail) from All Decor:
- (a) a copy of the Personal Information about the Client retained by All Decor and the right to request that All Decor correct any incorrect Personal Information; and
  - (b) that All Decor does not disclose any Personal Information about the Client for the purpose of direct marketing.
- 21.10 All Decor will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
- 21.11 The Client can make a privacy complaint by contacting All Decor via e-mail. All Decor will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at [www.oaic.gov.au](http://www.oaic.gov.au).

### 22. Equipment Hire

- 22.1 Equipment shall at all times remain the property of All Decor and is returnable on demand by All Decor. In the event that Equipment is not returned to All Decor in the condition in which it was delivered All Decor retains the right to charge the Client the full cost of repairing the Equipment. In the event that Equipment is not returned, All Decor shall have right to charge the Client the full cost of replacing the Equipment.
- 22.2 The Client shall:
- (a) keep the Equipment in their own possession and control and shall not assign the benefit of the Equipment nor be entitled to a lien over the Equipment;
  - (b) not alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment;
  - (c) keep the Equipment, complete with all parts and accessories, clean and in good order as delivered, and shall comply with any maintenance schedule as advised by All Decor to the Client.
- 22.3 The Client accepts full responsibility for the safekeeping of the Equipment and the Client agrees to insure, or self insure, All Decor's interest in the Equipment and agrees to indemnify All Decor against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property or persons arising out of the use of the Equipment. Further the Client will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.
- 22.4 Notwithstanding the above clause, immediately on request by All Decor the Client will pay:
- (a) any lost hire charges All Decor would have otherwise been entitled to for the Equipment, under this, or any other hire agreement;
  - (b) any insurance excess payable in relation to a claim made by either the Client or All Decor in relation to any damage caused by, or to, the hire Equipment whilst the same is hired by the Client and irrespective of whether charged by the Client's insurers or All Decor's.
- 22.5 Return of the Equipment ("**Return**") will be completed when the:
- (a) Equipment is returned by the Client to All Decor's place of business; or
  - (b) Supplier takes back possession of the Equipment once collection by All Decor is affected.

### 23. Service of Notices

- 23.1 Any written notice given under this Contract shall be deemed to have been given and received:
- (a) by handing the notice to the other party, in person;
  - (b) by leaving it at the address of the other party as stated in this Contract;
  - (c) by sending it by registered post to the address of the other party as stated in this Contract;
  - (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;
  - (e) if sent by email to the other party's last known email address.
- 23.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

### 24. Trusts

- 24.1 If the Client at any time upon or subsequent to entering into the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not All Decor may have notice of the Trust, the Client covenants with All Decor as follows:
- (a) the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund;
  - (b) the Client has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
  - (c) the Client will not without consent in writing of All Decor (All Decor will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
    - (i) the removal, replacement or retirement of the Client as trustee of the Trust;
    - (ii) any alteration to or variation of the terms of the Trust;
    - (iii) any advancement or distribution of capital of the Trust; or



(iv) any resettlement of the trust property.

**25. Building and Construction Industry (Security of Payment) Act 2021**

- 25.1 At All Décor's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry (Security of Payment) Act 2021 may apply.
- 25.2 Nothing in this Contract is intended to have the effect of contracting out of any provisions of the Building and Construction Industry (Security of Payment) Act 2021 of Western Australia, except to the extent permitted by the Act where applicable.

**26. General**

- 26.1 Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising herein, shall be submitted to, and settled by, mediation before resorting to any external dispute resolution mechanisms (including arbitration or court proceedings) by notifying the other party in writing setting out the reason for the dispute. The parties shall share equally the mediator's fees. Should mediation fail to resolve the dispute, the parties shall be free to pursue other dispute resolution avenues.
- 26.2 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality, and enforceability of the remaining provisions shall not be affected, prejudiced, or impaired.
- 26.3 These terms and conditions and any Contract to which they apply shall be governed by the laws of Western Australia and are subject to the jurisdiction of the courts in Perth, Western Australia. These terms prevail over all terms and conditions of the Client (even if they form part of the Client's purchase order).
- 26.4 Subject to clause 17, All Decor shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by All Decor of these terms and conditions (alternatively All Decor's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
- 26.5 All Decor may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent.
- 26.6 The Client cannot licence or assign without the written approval of All Decor.
- 26.7 All Decor may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of All Decor's sub-contractors without the authority of All Decor.
- 26.8 The Client agrees that All Decor may amend their general terms and conditions for subsequent future Contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for All Decor to provide Goods/Equipment to the Client.
- 26.9 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc. ("Force Majeure") or other event beyond the reasonable control of either party. This clause does not apply to a failure by the Client to make a payment to All Decor.
- 26.10 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.
- 26.11 This Contract and any subsequent hire agreement between All Decor and the Client, shall constitute as the entire agreement between All Decor and the Client, and the Client hereby acknowledges that no reliance is placed on any representation made by All Decor that is not embodied in this Contract.
- 26.12 The rights and obligations of the parties will not merge on completion of any transaction under this Contract, and they will survive the execution and Delivery of any assignment or other document entered, for the purpose of, implementing any transaction under this Contract.